



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, November 24, 2025**

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

Opening of Clubhouse – John Tibbetts and Kaylynn Williams

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** November 24, 2025
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
Swearing in of New Police Officer Michael J.D. Kahre
Vince McGahey-Outdoor Expo
- **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
 - General comments
- **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Meeting Minutes of November 10, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments.
- **NEW BUSINESS:**
 - (a) Golf Course Clubhouse Opening for Winter
 - (b) Change Order #2 for Rehab Rwy Lighting, Windcone Project
 - (c) JUB Agreement for Engineering Services for the Replacement of the AWOS System
 - (d) 2025 LGLP Board Member Election
 - (e) Letter of Support for Congressional Appropriations Request – Kemmerer–Diamondville Wastewater Treatment Plant Replacement Project

(f) Discussion on Proposed Itemization for Dry Helium Impact Funding

- **COMMENTS:**

(a) City Administrator

(b) Council Comments

(c) Mayor Comments

- **EXECUTIVE SESSION:**

Personnel

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, DECEMBER 8, 2025.

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

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

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

Presentations:

Swearing in of
Michael J. D. Kahre

&

Opening of the
Clubhouse – John
Tibbetts and Kaylynn
Williams

Consent Agenda (a)

The Kemmerer City Council met in regular session this 10th day of November, 2025, at 6:00 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember David McConkie, Councilmember Brantley Popp, Councilmember Bill Price, and Councilmember Mark Quinn.

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

Motion was made by Councilmember Popp to approve the agenda as amended to add New Business (c), Authorizing the Participation of Kaylynn Williams in the Jumpstart-Nonprofit Capacity Building Programming by Bonterra; seconded by Councilmember Quinn and unanimously approved by council present.

DEPARTMENT REPORTS:

Lois Hick, Recreation Coordinator and Chad Nielson, Public Works Director gave department updates to the council. City Administrator, Brian Muir, gave the golf, parks and building department update and the event center department update. Natasia Diers, City Clerk-Treasurer, gave the administration department update.

PUBLIC HEARING:

The mayor opened the Public Hearing for the Consideration of Amending the City of Kemmerer Comprehensive Plan and Future Land Use and Transportation Map; 6:18 p.m. There being no comments the mayor closed the public hearing; 6:18 p.m.

VISITOR COMMENTS:

None.

CONSENT AGENDA:

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

Those items were:

(a) Approval of Meeting Minutes of October 27, 2025 as presented;

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

18572 UMWA	\$198.60	18573 Ace Hardware	\$81.05
18574 All West Communications	492.87	18575 Division of Victim Services	300.00
18576 Black Canyon Rec Club	720.00	18577 Carroll, Richard Jr.	70.00
18578 Century Equipment Co	1,693.91	18579 City of Kemmerer Acct.	384.00
18580 Coble, Sarah	2,017.40	18581 First Bank of Wyoming	5,358.41
18582 Freedom Mailing Services	342.16	18583 GoTo Technologies	279.49
18584 Hunter, Neal & Donna	64.00	18585 J Solutions	950.00
18586 Jones Simkins LLC	15,856.00	18587 Jorgensen Associates	6,990.00
18588 JUB Engineers, Inc	7,251.50	18589 K-D Joint Powers Board	1,847.72

18590 Kemmerer Gazette	353.80	18591 Netwize	2,047.69
18592 Norco, Inc	67.68	18593 Rocky Mountain Power	11,079.04
18594 Rodgers, Margaret	108.77	18595 Rotary Club of Kemmerer	120.00
18596 Rugged Mountain Air	4,205.70	18597 Stout Law Center	1,500.00
18598 Verizon Wireless	592.12	18599 Wex Bank	1,667.68
18600 WEBT	42,556.26	18601 Young, Rebecca	100.00
11/5/25 Federal Tax Deposit-ACH	14,349.92	11/5/25 Net Payroll Direct-ACH	49,278.64
11/5/25 AFLAC-ACH	12.24	11/5/25 Expert Pay-ACH	488.54
11/5/25 Orchard Trust-ACH	625.00	10/31/25 CORE Business Tech-ACH	24.95

NEW BUSINESS:

- (a) Motion was made by Councilmember Quinn to appoint April Corwin and Dale Hicks to the Kemmerer Recreation Advisory Board for a term to expire on December 31, 2027; seconded by Councilmember Batista and unanimously approved by council present. Motion was made by Councilmember McConkie to appoint Adams Calkins, Timothy Sherwin, and Bart Jernigan to the Kemmerer Recreation Advisory Board for a term to expire on December 31, 2028; seconded by Councilmember Price and unanimously approved by council present.
- (b) Motion was made by Councilmember Quinn to Pass, Approve and Adopt Resolution No. 2025-865, A Resolution Amending Resolution 2024-836, that amended A Comprehensive Plan for the Future of the City Of Kemmerer: Kickstart Kemmerer, Including the Future Land Use and Transportation Map; seconded by Councilmember Batista and unanimously approved by council present.
- (c) Motion was made by Councilmember Quinn to verify the City of Kemmerer qualifies for participation as a municipality and not a non-profit organization in the Jumpstart – non-profit capacity building programming by Bonterra and if Kemmerer qualifies allow the signing of MOU and allow staff participation for the first year of the program; seconded by Councilmember McConkie and unanimously approved by council present.

COMMENTS:

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

There being no further business before the council, Mayor Bowen adjourned the meeting; 6:41 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-14230 DUE FROM OTHERS						
11033	KILGORE COMPANIES LLC	1550003/15854	ASPHALT - 9TH WEST - JPB PAT	11/05/2025	1,443.75	
19010	SHUMS CODA ASSOCIATES	11747	PLAN REVIEWS - JUSTICE CEN	11/11/2025	340.00	
21005	UMB CARD CENTER	1.000282418-A	CREDIT CHARGED IN ERROR	10/26/2025	17.58	
21005	UMB CARD CENTER	1.000282418-B	CREDIT CHARGED IN ERROR	10/26/2025	51.37	
21005	UMB CARD CENTER	1.000282418-C	CREDIT CHARGED IN ERROR	10/28/2025	42.53	
21005	UMB CARD CENTER	1.000282418-D	CREDIT CHARGED IN ERROR	10/29/2025	47.22	
10-22520 EMPLOYEE ACCOMODATION						
21005	UMB CARD CENTER	002-11433	GIFT CARDS	10/23/2025	75.00	
21005	UMB CARD CENTER	004076372	GIFT CARDS	10/23/2025	25.00	
21005	UMB CARD CENTER	007006	GIFT CARDS	10/24/2025	75.00	
21005	UMB CARD CENTER	019327	GIFT CARDS	10/23/2025	50.00	
21005	UMB CARD CENTER	032725	GIFT CARDS	10/23/2025	25.00	
21005	UMB CARD CENTER	062930	GIFT CARDS	10/23/2025	300.00	
21005	UMB CARD CENTER	063432	GIFT CARDS	10/28/2025	51.50	
21005	UMB CARD CENTER	079376	GIFT CARDS	10/23/2025	102.80	
21005	UMB CARD CENTER	079490	GIFT CARDS	10/23/2025	150.00	
21005	UMB CARD CENTER	75614453	GIFT CARDS	10/23/2025	1,425.00	
21005	UMB CARD CENTER	F53619	GIFT CARDS	10/23/2025	100.00	
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT.	15.0790.4	APPLY GARBAGE DEPOSIT - C	11/13/2025	64.00	
30121	CITY OF KEMMERER ACCT.	16.2810.2	APPLY GARBAGE DEPOSIT - BA	11/13/2025	64.00	
30121	CITY OF KEMMERER ACCT.	17.4810.2	APPLY GARBAGE DEPOSIT - JO	11/13/2025	60.50	
30121	CITY OF KEMMERER ACCT.	21.7825.2	APPLY GARBAGE DEPOSIT - JE	11/13/2025	64.00	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	030628	SPOONS	10/31/2025	10.36	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS-CITY COUNCIL	10/01/2025	117.60	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - CITY COUNCIL	11/01/2025	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	11/2025	LODGING TAX - OCTOBER 2025	11/10/2025	7,445.17	
60226	FOSSIL BASIN PROMOTION BO	1125-02	LODGING TAX	11/19/2025	7,173.49	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0337802	AIR ELECTRONIC DUSTERS (6)	10/25/2025	46.00	
21005	UMB CARD CENTER	1900232	COLORED PAPER / BUS RENE	10/17/2025	38.44	
21005	UMB CARD CENTER	44493002	FILE FOLDERS (2)	10/15/2025	78.54	
21005	UMB CARD CENTER	6272245	3-TAB FILE FOLDERS	10/18/2025	24.96	
21005	UMB CARD CENTER	6567401	DAILY PLANNER	10/05/2025	25.99	
21005	UMB CARD CENTER	F50269	COMMAND STRIPS	10/03/2025	6.99	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	ADMINISTRATION LONG DISTA	11/01/2025	3.72	
17099	CENTURYLINK	2345-1125	ADMINISTRATION	11/01/2025	40.40	
17099	CENTURYLINK	2355-1125	ADMINISTRATION	11/01/2025	32.90	
17099	CENTURYLINK	3189-1125	ADMINISTRATION	11/01/2025	80.80	
10-43-420 POSTAGE						
21005	UMB CARD CENTER	26654613	RED INK CARTRIDGE	10/23/2025	91.29	
21005	UMB CARD CENTER	26707609	RED INK CARTRIDGE	10/29/2025	132.79	
21005	UMB CARD CENTER	5866341-2	STAMPS FOR ADMIN	10/28/2025	105.30	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	11-06-25	COUNCIL MEETING	11/06/2025	494.10	
11020	KEMMERER GAZETTE	11-06-25	ORDINANCE - ENBRIDGE FRAN	11/06/2025	994.30	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR14302330	COPY IMAGES - ADMIN	11/11/2025	88.66	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	5004054931	FUEL - BM	10/14/2025	62.77	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5036612078	XEROX COPIER LEASE - CH	11/15/2025	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	CS2825045	ANNUAL MEMBERSHIP - ND	10/02/2025	299.00	
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - ADMIN	10/01/2025	134.40	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - ADMIN	11/01/2025	134.40	
21005	UMB CARD CENTER	MTIDFHM617	ICLOUD STORAGE	10/16/2025	.99	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT LAW CENTER, LLC	10-25 CA	LEGAL FEES	11/18/2025	8,827.00	
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	596X01376601	WATER - CH	10/08/2025	37.98	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS - 1025	FUEL	10/31/2025	132.40	
10-47-250 VEHICLE MAINTENANCE & REPAIR						
21005	UMB CARD CENTER	3701041	NEW PRESSURE WASHER TIR	10/30/2025	57.96	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	043806	OFFICE HEATER	10/20/2025	259.98	
21005	UMB CARD CENTER	095845	OFFICE HEATER	10/21/2025	129.99	
21005	UMB CARD CENTER	1068246219	HEATER RETURN	10/20/2025	129.99	
21005	UMB CARD CENTER	3F22V-00	TRASH CAN LINERS - CH	10/01/2025	164.00	
21005	UMB CARD CENTER	9164255	GAS VALUE	10/08/2025	129.94	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8255-1025	JANITORIAL - CITY HALL	10/31/2025	283.50	
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - BLDGS	10/01/2025	16.80	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - BLDGS	11/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	1125-INT	BLDG MAINT INTERNET	10/20/2025	41.50	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4763	FIRE ALARM SYSTEM - CH	11/01/2025	50.00	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7197-1125	CITY HALL II	11/06/2025	251.82	
POLICE ADMINISTRATION						
10-50-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	7745822	CACULATOR	10/28/2025	12.99	
21005	UMB CARD CENTER	9134609	E - TICKET PAPER	10/28/2025	65.95	
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	4217018	USB INTERNET CABLE	10/06/2025	21.49	
21005	UMB CARD CENTER	6794626	CAR PRINTER CHARGERS	10/28/2025	88.76	
10-50-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F53347	ANTENNA MOUNT MATERIALS	10/22/2025	49.97	
21005	UMB CARD CENTER	F53359	ANTENNA MOUNT MATERIALS	10/22/2025	61.98	
21005	UMB CARD CENTER	F54311	ANTENNA MOUNT MATERIALS	10/29/2025	13.98	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	POLICE DEPT. LONG DISTANCE	11/01/2025	94	
17099	CENTURYLINK	2345-1125	POLICE DEPT	11/01/2025	40.39	
17099	CENTURYLINK	2355-1125	POLICE DEPT.	11/01/2025	32.89	
10-50-420 POSTAGE						
21005	UMB CARD CENTER	84535	POSTAGE	10/14/2025	7.50	
10-50-430 PUB RELATIONS/COMMUNICATIONS						
21005	UMB CARD CENTER	031274	CANDY - TRUNK OR TREAT	10/31/2025	18.94	
21005	UMB CARD CENTER	048705	CANDY - TRUNK OR TREAT	10/31/2025	.03	
21005	UMB CARD CENTER	077011	CANDY - TRUNK OR TREAT	10/27/2025	62.50	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5036452605	COPIER LEASE - PD	11/04/2025	96.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
23015	WELLS FARGO FINANCIAL LEA	5036452605	ANNUAL PROPERTY TAX	11/04/2025	24.67	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - PD	10/01/2025	134.40	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - PD	11/01/2025	134.40	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	1025	COMM & PRISONER CARE - 102	10/31/2025	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	1025	PRISONER CARE - 1025	10/31/2025	120.00	
ANIMAL CONTROL						
10-55-810 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-1125	ANIMAL SHELTER	11/06/2025	28.82	
PUBLIC WORKS ADMINISTRATION						
10-65-560 SAFETY						
16002	PERSONNEL SCREENING SER	11442	RANDON TESTING	09/24/2025	453.00	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	75610528	PAPER TOWELS FOR OFFICE	10/02/2025	13.98	
10-66-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75613024	SHOP, OFFICE & EQUIP. CLEAN	10/15/2025	160.00	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	2322625	DRIVE IMPACT SOCKET SET	10/08/2025	103.99	
21005	UMB CARD CENTER	4793054	RUBBER BUNGEE CORD	10/06/2025	95.05	
21005	UMB CARD CENTER	75610364	HEDGE TRIMMER TO TRIM TRE	10/01/2025	179.99	
21005	UMB CARD CENTER	756111448	ORGANIZE TOOL BOX	10/07/2025	25.98	
21005	UMB CARD CENTER	75612670	SOAP DISPENSER FOR POWER	10/13/2025	46.99	
21005	UMB CARD CENTER	76652	RAGS FOR SHOP	10/02/2025	154.96	
21005	UMB CARD CENTER	77538	REPLACEMENT SOCKET	10/30/2025	19.03	
21005	UMB CARD CENTER	F52272	BRUSH TO WASH EQUIPMENT	10/15/2025	26.99	
21005	UMB CARD CENTER	F54547	REPLACEMENT SOCKET	10/30/2025	16.99	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75614229	SPRAY GREASE FOR EQUIPME	10/22/2025	11.98	
99234	GUNTER'S SERVICE	STREET - 102	FUEL	10/31/2025	1,715.63	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
11033	KILGORE COMPANIES LLC	1550003/15854	ASPHALT	11/05/2025	8.37	
19000	SAFETY SUPPLY & SIGN CO. IN	195912	ASSORTMENT OF NEW TRAFFI	10/27/2025	1,029.02	
21005	UMB CARD CENTER	0012468	COLD CRACK SEAL	10/08/2025	36.95	
21005	UMB CARD CENTER	F51024	FIX 4 SIGNS/CONCRETE MIX	10/08/2025	63.92	
21005	UMB CARD CENTER	F53527	POT HOLES @ ANTELOPE RID	10/23/2025	179.90	
10-66-280 EQUIPMENT MAINTENANCE						
16002	JACKSON GROUP PETERBILT, I	17347RS	SEAT FOR SANDER	11/06/2025	629.92	
16002	JACKSON GROUP PETERBILT, I	17348RS	ROLLER CAP FOR HYDRAULIC	11/06/2025	11.25	
21005	UMB CARD CENTER	136858	REPLACE WARNING LIGHTS	10/27/2025	614.92	
21005	UMB CARD CENTER	17669	BATTERY FOR CRACK SEALER	10/21/2025	205.00	
21005	UMB CARD CENTER	17713	REPLACE SWEEPER TIRE	10/27/2025	423.00	
21005	UMB CARD CENTER	3258635	DOOR RADIO SPEAKER	10/15/2025	111.12	
21005	UMB CARD CENTER	3258635-B	DRIVER SIDE DOOR SPEAKER	10/17/2025	75.16	
21005	UMB CARD CENTER	57463	SERVICE 5650 BOBCAT	10/08/2025	654.92	
21005	UMB CARD CENTER	57496	BOBCAT SERVICE	10/14/2025	171.79	
21005	UMB CARD CENTER	57532	RETURN WRONG FILTERS	10/20/2025	192.56	
21005	UMB CARD CENTER	6919433-A	DOOR MIRROR	10/15/2025	52.08	
21005	UMB CARD CENTER	6919433-B	DOOR MIRROR REFUND	10/28/2025	52.08	
21005	UMB CARD CENTER	75613211	PAINT TRUCK BEDS	10/16/2025	140.97	
21005	UMB CARD CENTER	75614239	PAINT DUMP TRUCK BED	10/22/2025	60.00	
21005	UMB CARD CENTER	75614981	PAINT TRUCK BEDS	10/27/2025	208.95	
21005	UMB CARD CENTER	75615370	SERVICING M5210 & MS271	10/29/2025	78.97	
21005	UMB CARD CENTER	75615375	PAINTING BEDS OF WHITE TRU	10/29/2025	9.99	
21005	UMB CARD CENTER	76598	WATER SENSOR FOR 43	09/30/2025	29.12	
21005	UMB CARD CENTER	77217	FILTERS FOR CRACK SCALER	10/21/2025	77.86	
21005	UMB CARD CENTER	77219	FILTERS FOR SCALER	10/21/2025	18.83	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	7857815	CARBURETOR FOR STIHL WEE	10/22/2025	18.98	
21005	UMB CARD CENTER	7944220	WINDSHIELD WIPER BLADES	10/15/2025	151.92	
21005	UMB CARD CENTER	F52298	SQUARE NUTS	10/15/2025	3.54	
21005	UMB CARD CENTER	F53098	REPLACE STEERING WHEEL -	10/20/2025	12.57	
23050	WYOMING MACHINERY COMPA	PO8732430	MISC. PART FOR WATER PUMP	11/05/2025	25.86	
23050	WYOMING MACHINERY COMPA	PO8735732	WATER PUMP FOR ROLLER	11/07/2025	739.72	
10-66-285 BLDG. & GROUNDS MAINTENANCE						
90012	IDAWY SOLID WASTE DISTRICT	5AX00207	CLEAN INDUSTRIAL PARK YAR	10/31/2025	72.80	1.12 TONS
21005	UMB CARD CENTER	75613211	REPAIR TOILET	10/16/2025	29.99	
21005	UMB CARD CENTER	F53185	CHANGE BALL VALVE ON SINK	10/21/2025	41.16	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - STREETS	10/01/2025	33.60	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS -STREETS	11/01/2025	33.60	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	STREET DEPT. LONG DISTANC	11/01/2025	.60	
17099	CENTURYLINK	2374-1125	STREET DEPT.	11/01/2025	42.76	
21005	UMB CARD CENTER	1125-INT	STREETS INTERNET	10/20/2025	31.45	
21005	UMB CARD CENTER	6985005	PHONE CASE - CN	11/01/2025	12.98	
10-66-450 PRINTING & REPRODUCTION						
21005	UMB CARD CENTER	5126630	INK CARTRIDGES - STREETS	10/22/2025	156.78	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	77478	LOCATES - 1025	11/17/2025	143.85	
21005	UMB CARD CENTER	2462635	FIRST AID	10/08/2025	139.59	
21005	UMB CARD CENTER	5022633	FIRST AID KIT	10/07/2025	148.35	
21005	UMB CARD CENTER	75615167	WATER FOR DRINKING	10/28/2025	29.43	
21005	UMB CARD CENTER	F54236	REPLACE BROKEN GARAGE D	10/28/2025	89.98	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-1125	STREET DEPT.	11/06/2025	176.66	
10-66-860 SAND						
23047	WYDOT - FINANCIAL SERVICES	155148	SALT & SAND	11/03/2025	356.64	
23047	WYDOT - FINANCIAL SERVICES	155201	SALT & SAND	11/03/2025	110.13	
SANITATION - OPERATIONS/MAINT.						
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI - 1025	FUEL	10/31/2025	1,632.03	
10-69-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	17483	GARBAGE TRUCK MAINT.	10/13/2025	2,030.00	
21005	UMB CARD CENTER	3588210	STAINLESS STEEL BOAT STEE	10/17/2025	13.29	
21005	UMB CARD CENTER	77090	STEERING KNOB	10/16/2025	18.23	
10-69-285 BLDG. & GROUNDS MAINTENANCE						
90012	IDAWY SOLID WASTE DISTRICT	5AX00207	CLEAN INDUSTRIAL PARK YAR	10/31/2025	39.20	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	5AX00207	LANDFILL FEES - 1025	10/31/2025	10,614.00	141.52 TONS
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	STREET DEPT. LONG DISTANC	11/01/2025	.32	
17099	CENTURYLINK	2374-1125	SANITATION DEPT.	11/01/2025	23.02	
10-69-440 ADVERTISING						
11020	KEMMERER GAZETTE	11-6-25 A	VETERANS DAY GARBAGE PIC	11/06/2025	48.80	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-1125	SAN DEPT.	11/06/2025	95.13	
PARKS MAINTENANCE						
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	PARKS LONG DISTANCE	11/01/2025	.94	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-1125	BLDG/PARKS SHOP	11/06/2025	301.79	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-340 LEGAL FEES						
19031	STOUT LAW CENTER, LLC	10-25 CA	LEGAL FEES	11/18/2025	262.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-86-360 CONTRACTUAL SERVICES						
19010	SHUMS CODA ASSOCIATES	11747	PLAN REVIEWS - 1025	11/11/2025	127.50	
10-86-440 ADVERTISING						
11020	KEMMERER GAZETTE	11-13-25	CANYON RD TRACT 1 SUBDIVI	11/13/2025	54.90	
MUNICIPAL COURT						
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	COURT LONG DISTANCE	11/01/2025	.94	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - COURT	10/01/2025	16.80	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - COURT	11/01/2025	16.80	
CAPITAL PROJECTS FUND						
PUBLIC SAFETY						
26-70-014 E CITATION SYSTEM						
21005	UMB CARD CENTER	1089859	PRINTER BATTERIES	10/28/2025	1,150.73	
21005	UMB CARD CENTER	1CJ1XNF	THERMAL LABEL PRINTER - PD	10/07/2025	6,652.33	
26-70-015 REPLACE IN CAR CAMERAS						
21005	UMB CARD CENTER	044069	UPFIT 2020 DURANGO	10/29/2025	1,483.20	
21005	UMB CARD CENTER	062948	UPFIT 2023 DURANGO	10/29/2025	1,483.20	
21005	UMB CARD CENTER	085467	CAMERA INSTALLIATION - JH	10/29/2025	1,483.20	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-230 SMALL TOOLS						
21005	UMB CARD CENTER	75615435	DRAIN PAN	10/30/2025	4.99	
54-73-240 GAS, OIL AND LUBRICANTS						
21005	UMB CARD CENTER	75610541	VALVOLINE OIL (2)	10/02/2025	13.98	
21005	UMB CARD CENTER	75615184	VALVOLINE OIL (15)	10/28/2025	104.85	
54-73-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	75610613	GORILLA GLUE	10/02/2025	7.99	
21005	UMB CARD CENTER	75614064	DUCT TAPE	10/21/2025	21.98	
54-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	75615194	BRUSH, SEAFOAM MOTOR, BA	10/28/2025	84.46	
54-73-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	75614231	T-POST CLIPS FOR FENCE	10/22/2025	7.99	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-1025	GOLF MAINT. INTERNET	10/02/2025	34.37	
54-73-560 SAFETY						
21005	UMB CARD CENTER	078501	BOTTLED WATER	10/14/2025	13.58	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-1125	GOLF SHOP	11/06/2025	132.19	
54-73-720 EQUIPMENT RENTAL						
10030	J SOLUTIONS, LLC	SM251048	REMOVAL OF GC PORTABLE T	11/17/2025	45.00	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - GOLF MAINT.	10/01/2025	16.80	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - GOLF MAINT.	11/01/2025	16.80	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	6303424	2PK CHARGER BLOCK	10/29/2025	19.59	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	9794620	PHONE CASE - CLUBHOUSE	10/09/2025	16.95	
21005	UMB CARD CENTER	INT-1025	CLUBHOUSE - INTERNET	10/02/2025	34.37	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-1125	GOLF CLUBHOUSE	11/06/2025	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	09-2025-57855	SOFTWARE SUBSCRIPTION - S	10/06/2025	340.20	
21005	UMB CARD CENTER	10-2025-60400	SOFTWARE SUBSCRIPTION - O	10/06/2025	340.20	
21005	UMB CARD CENTER	61609	SOFTWARE SUBSCRIPTION - N	11/01/2025	340.20	
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - CLUBHOUSE	10/01/2025	16.80	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - CLUBHOUSE	11/01/2025	16.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	044110	BAR SUPPLIES	10/13/2025	18.97	
21005	UMB CARD CENTER	046230	BAR SUPPLIES	10/09/2025	1.47	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-280 EQUIPMENT MAINTENANCE						
10540	AUTO INN REPAIR, INC.	43806	FITTINGS FOR MACK PLOW DU	10/13/2025	274.80	
21005	UMB CARD CENTER	137870	SERVICE IT & MACK TRUCK	10/08/2025	424.18	
21005	UMB CARD CENTER	17588	REPLACE BATTERY ON TOOLC	10/14/2025	220.00	
21005	UMB CARD CENTER	57463	SERVICE AIRPORT TOOLCAT	10/08/2025	167.38	
21005	UMB CARD CENTER	57500	TOOL CAT SERVICE	10/14/2025	108.74	
21005	UMB CARD CENTER	F51993	PIPE INSULATION	10/13/2025	6.99	
21005	UMB CARD CENTER	X303047360.0	LUG NUT CAPS	10/08/2025	8.03	
55-73-340 LEGAL FEES						
19031	STOUT LAW CENTER, LLC	10-25 CA	LEGAL FEES - ALL WEST	11/18/2025	385.00	
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3231	PEST CONTROL - AIRPORT	11/19/2025	100.00	
15020	OUTLAW SUPPLY, INC.	8256-1025	JANITORIAL - AIRPORT	10/31/2025	131.25	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	AWOS SYSTEM	11/01/2025	2.80	
30100	CENTURYLINK COMMUNICATIO	2350L-1125	AIRPORT LONG DISTANCE	11/01/2025	.94	
17099	CENTURYLINK	2343-1125	AIRPORT	11/01/2025	86.60	
17099	CENTURYLINK	3534-1125	AIRPORT	11/01/2025	70.80	
17099	CENTURYLINK	9838-1125	AWOS	11/01/2025	65.80	
21005	UMB CARD CENTER	1125-INT	AIRPORT INTERNET	10/20/2025	51.45	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4763	FIRE ALARM SYSTEM - AIRPOR	11/01/2025	50.00	
55-73-610 PROPANE						
20897	BRIDGER VALLEY PROPANE	117051	PROPANE - HANGER & LOUNG	11/10/2025	641.06	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
13016	MODERN ELECTRIC CO.	PP#2	LIGHTING & WINDCONE PROJE	11/15/2025	482,477.55	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	5895443	OFFICE SUPPLIES	10/03/2025	111.77	
21005	UMB CARD CENTER	6212223	OFFICE SUPPLIES	10/18/2025	51.16	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0593017	HAND SANITIZER (12)	10/01/2025	29.96	
21005	UMB CARD CENTER	067243	MULTI FOLD TOWELS	10/20/2025	37.99	
21005	UMB CARD CENTER	067243	TRASH BAGS 33 GAL	10/20/2025	33.99	
21005	UMB CARD CENTER	1311441	100PK SANITARY PADS	10/09/2025	19.40	
21005	UMB CARD CENTER	6212223	MULTI FOLD TOWELS	10/18/2025	30.82	
21005	UMB CARD CENTER	9729865	FACIAL TISSUE	10/09/2025	25.85	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	47715147	FOOSBALL ENTRY DISH	10/10/2025	15.25	
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3231	PEST CONTROL - REC CENTER	11/19/2025	65.00	
15020	OUTLAW SUPPLY, INC.	8258-1025	JANITORIAL - REC CENTER	10/31/2025	572.25	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	REC CENTER LONG DISTANCE	11/01/2025	.94	
17099	CENTURYLINK	2365-1125	REC CENTER	11/01/2025	94.80	
17099	CENTURYLINK	2366-1125	REC CENTER	11/01/2025	65.80	
21005	UMB CARD CENTER	1125-INT	REC CENTER INTERNET	10/20/2025	31.45	
56-82-420 POSTAGE						
21005	UMB CARD CENTER	002508	POSTAGE STAMPS	10/14/2025	78.00	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV49372	COPIES	08/06/2025	21.86	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
80025	MOUNTAIN WEST BUSINESS S	INV49902	COPIES	09/09/2025	23.14	
80025	MOUNTAIN WEST BUSINESS S	INV50910	COPIES	11/06/2025	33.12	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-1125	REC CENTER	11/06/2025	250.50	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5036522226	COPIER LEASE - REC	11/07/2025	259.00	
23015	WELLS FARGO FINANCIAL LEA	5036522226	ANNUAL PROPERTY TAX	11/07/2025	78.98	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - REC	10/01/2025	16.80	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - REC	11/01/2025	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	005122	PROGRAM SUPPLIES	10/06/2025	19.97	
21005	UMB CARD CENTER	0072287	WALKING CLUB DECOR	10/15/2025	26.40	
21005	UMB CARD CENTER	027962	PROGRAM SUPPLIES	10/29/2025	10.57	
21005	UMB CARD CENTER	0593017	REF SHIRTS	10/01/2025	11.99	
21005	UMB CARD CENTER	0593017	REF WHISTLES	10/01/2025	9.99	
21005	UMB CARD CENTER	067243	COMMAND STRIPS	10/20/2025	8.58	
21005	UMB CARD CENTER	083588	PROGRAM PRIZES	10/28/2025	9.05	
21005	UMB CARD CENTER	097473	WATER FOR ICE	10/22/2025	6.57	
21005	UMB CARD CENTER	250997	PORTA POTTY FOR FOOTBALL	10/22/2025	45.00	
21005	UMB CARD CENTER	47832287	WALKING ENTRY DISH	10/14/2025	39.93	
21005	UMB CARD CENTER	47832287	WALKING CLUB DECOR	10/14/2025	35.87	
21005	UMB CARD CENTER	5657856	WALKING CLUB DECOR	10/24/2025	26.38	
21005	UMB CARD CENTER	6475457	PROGRAM SUPPLY	10/31/2025	9.99	
21005	UMB CARD CENTER	739299159	WALKING CLUB DECOR	10/27/2025	34.64	
21005	UMB CARD CENTER	8351435	ICE MAKER FOR SPORTS INJU	10/18/2025	87.79	
21005	UMB CARD CENTER	9277812	REF SHIRTS	10/01/2025	11.99	
21005	UMB CARD CENTER	9277812	REF SHIRTS	10/01/2025	23.98	
99238	WOLFIES LLC	498	T-SHIRT FOR PROGRAM	10/03/2025	46.00	
56-82-960 EQUIPMENT REPLACEMENT						
21005	UMB CARD CENTER	8571448	RECUMBENT BIKE	10/01/2025	369.99	
56-82-980 NEW EQUIPMENT						
21005	UMB CARD CENTER	91606	ICE RINK	10/30/2025	12,571.12	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-1125	OUTDOOR POOL	11/01/2025	80.80	
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-1125	SWIMMING POOL	11/06/2025	137.79	
CULTURAL ARTS AND EVENTS						
57-23147 EVENT CENTER DEPOSIT						
99244	SPARTAN	REFUND-11/25	SECURITY DEPOSIT REFUND	11/19/2025	30.00	
ADMINISTRATION						
57-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1660241	2026 WALL CALENDER, INK RE	10/03/2025	21.36	
57-43-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	1660241	AB CABLE, CONVERTER & SCR	10/03/2025	30.44	
21005	UMB CARD CENTER	F54391	KEYS & CARBINER KEY STRAP	10/29/2025	18.56	
57-43-250 VEHICLE MAINTENANCE & REPAIR						
10540	AUTO INN REPAIR, INC.	43795	HYDRO HOSE FOR EC PLOW T	10/07/2025	80.80	
21005	UMB CARD CENTER	6830658	DOOR MIRROR	10/15/2025	28.66	
57-43-285 BUILDING AND GROUNDS MAINT						
21005	UMB CARD CENTER	0482616	LOG BOOK, TOILET PAPER, TRI	10/16/2025	86.98	
21005	UMB CARD CENTER	0921818	TOILET BOWL CLEANER 9 CT L	10/15/2025	24.03	
21005	UMB CARD CENTER	4771421	BATTERIES, LOG BOOK, TOILE	10/30/2025	122.65	
21005	UMB CARD CENTER	75613234	CALCIUM, LIME, & RUST	10/16/2025	21.99	
21005	UMB CARD CENTER	ES268816	5 GALLON DRAIN & GREASE T	10/23/2025	161.88	
21005	UMB CARD CENTER	F53196	GREASE DRAIN CLEANER	10/21/2025	14.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	F54391	CLOROX BLEACH	10/29/2025	8.99	
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3231	PEST CONTROL - EVENT CENT	11/19/2025	65.00	
90264	INTERMOUNTAIN FIRE PROTEC	4763	FIRE ALARM SYSTEM - EC	11/01/2025	50.00	
15020	OUTLAW SUPPLY, INC	8254-1025	JANITORIAL - EVENT CENTER	10/31/2025	414.75	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1125	EC ALARM	11/01/2025	1.40	
17099	CENTURYLINK	2226-1125	EVENT CENTER	11/01/2025	65.79	
57-43-450 PRINTING & REPRODUCTION						
21005	UMB CARD CENTER	VP_9BZQT5F5	BUSINESS CARDS	10/14/2025	31.48	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-1125	EVENT CENTER	11/06/2025	429.22	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	117245194	SOUTH LINCOLN.COM HOSTIN	10/03/2025	21.99	
21005	UMB CARD CENTER	GOOGLE-1025	GOOGLE APPS - EC	10/01/2025	33.60	
21005	UMB CARD CENTER	GOOGLE-1125	GOOGLE APPS - EC	11/01/2025	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD1769939	LAUNDRY BAG & STAND	11/01/2025	41.84	
21005	UMB CARD CENTER	LOGD1772466	SERVICE DATES 9/11/25 & 9/25/	11/01/2025	41.84	
57-43-840 REFUNDS						
21005	UMB CARD CENTER	0482616RE	RETURNED LOG BOOK 10/16/2	10/23/2025	7.99-	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	037029	WATER (BOTTLED) & SODA	10/31/2025	49.77	
21005	UMB CARD CENTER	064031-25	SODA & HOT COCO MIX	10/09/2025	45.94	
VISITORS' SERVICES						
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-1025	VISITOR CTR. INTERNET	10/02/2025	34.36	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-1125	VISITOR CENTER	11/06/2025	61.49	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	756/2949	KEYS - (5)	10/14/2025	13.45	
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3231	PEST CONTROL - OTH	11/19/2025	30.00	
90264	INTERMOUNTAIN FIRE PROTEC	4763	FIRE ALARM SYSTEM - OTH	11/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8257-1025	JANITORIAL - 700 CEDAR	10/31/2025	147.00	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-1125	700 CEDAR	11/01/2025	61.29	
17099	CENTURYLINK	2254-1125	700 CEDAR	11/01/2025	61.29	
17099	CENTURYLINK	2915-1125	700 CEDAR	11/01/2025	77.60	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-1125	700 CEDAR	11/06/2025	240.81	
Grand Totals:					579,363.91	

Automatic Payments/Debits			
Date	Payee	Payment Description	Amount
11/14/25	Federal Aviation Administration	Flight Check-Rehab of Runway Lighting Project	\$21,155.04
10/31/25	WorldPay	Golf Course Credit Card Fees	\$135.13
		Total:	\$21,290.17
Date Approved:		11/24/2025	
Mayor			
Council			
Treasurer			

New
Business
(a)

AGENDA ITEM # A (NB OB CONSENT)
Department: Golf Meeting Date: 11/24/25

SUBJECT: Golf course clubhouse opening for winter

BRIEF DESCRIPTION/JUSTIFICATION: For the golf course clubhouse to have the best chance of being successful this winter, it needs to be open with a consistent schedule, therefore proposing:

~Four days a week (Wednesday, Thursday, Friday and Saturday)

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

~4pm to 10 pm, targeting hockey, pool and dart league players

Monthly Profit/Loss over 4 month period, December 1-March 31.

~Heating for the clubhouse is projected anywhere between \$500. to \$1,000. per month. [loss \$4,000.]

~Staffing for a part time bartender is \$1,152. a month (\$12./hour, 6hrs/night, 4 nights/wk) who would need to be dependable and 21yrs or older. ** This does not include the 8 hours a week that John Tibbetts or Kaylynn Williams would need to staff 2 hours earlier in the day. [loss \$4,608.]

~ Sales estimated at \$1,000-\$2,000 per month (based on slowest golf season month October \$1,061. and a month of 14 pool players, two beers an hour, for four hours \$1,792.) [profit \$4-8,000]

-Most loss scenario- hire a part time bar tender, have the highest heat bill and no sales, loss of \$2,152 per month. (Perhaps worse, we can't find part time help and John and/or Kaylynn regularly work overtime, costing the city more.) [loss of \$8,608.]

-Average scenario- hire a part time bar tender, have best scenario for heat and sales, the profit about \$350. per month. [profit \$1,400]

-Most profit scenario- use help offered from the Mayor and utilizing current staff like Madison (at the event center), to allow John and/or Kaylynn to staff the clubhouse without going into overtime. The heating is the lowest estimate and sales at the highest estimate, monthly profit \$1500. [profit \$6,000]

RECOMMENDED ACTION: Increase the budget and hire a part time bartender.

Attachments Provided: Yes ___ No x

Submitted by: Kaylynn Williams and John Tibbetts

New
Business
(b)

AGENDA ITEM # b (NB OB CONSENT)

Department: Administration

Meeting Date: November 24, 2025

SUBJECT: Change Order #2 for the Rehab of Runway Lighting and Windcone Project at the Airport

BRIEF DESCRIPTION/JUSTIFICATION:

The Airport Board met on November 19, 2025, and the airport engineer, Kim Silverster, explained the need for a change order for the Runway Lighting and Windcone Rehabilitation Project at the airport.

Kim reported that she had assumed all the cans requiring lid replacements were size B cans, but six were actually size D cans, which require a larger lid. The difference is from a 12-inch lid to an 18-inch lid. These larger lids had to be ordered, resulting in an additional cost.

She also explained that the team was unable to access the REILs during the design phase. It was assumed that the REIL transformers were 100-watt units, but they were actually 300-watt units. As a result, the transformers need to be upgraded from 100 watts to 300 watts.

She was able to offset some of the cost by decreasing the quantity of the removal of existing cables.

These changes will cost \$3,119.00.

Even with the two change orders, the total project cost remains under budget by \$6,697.33.

Preliminary Accounting of MECO's Contract with EMM:

Original MECO Contract:	\$728,500.00
Change Order # 1 and #2:	\$17,275.00
<u>Underages:</u>	<u>-\$23,972.33</u>
MECO Project Total (after PP#3)	\$721,802.67

RECOMMENDED ACTION: Authorize the mayor to sign change order #2 for the Rehab Runway Lighting and Windcone project at the airport in the amount not to exceed \$3,119.00

Attachments Provided: Yes No

Submitted by: Natasia Diers

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

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. 2 or SUPPLEMENT AGREEMENT NO. _____

AIRPORT Kemmerer Municipal Airport (EMM) DATE: 11/11/2025

AIP PROJECT NO.: 3-56-0015-028-2025 / AEM003 CONTRACTOR: Modern Electric Company

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Engineer: **REIL Xmfrs, Base Can Cover Plates, WC H-Fram Foundation and Remove Cable**

FAA Item No.	Description	Quantity	Unit	Unit Price	Amount
Rehabilitate Runway 16/34 Lights, Signs and Wind Cones					
L-107-5.6	New Item - Replace H-frame foundation & Conduit to Primary Wind Cone	1	LS	\$2,771.00	\$2,771.00
L-108-5.5	Decrease Qty - Removal of Existing 5KV L-824 Conductors	-2,000	LF	\$0.75	(\$1,500.00)
L-125-5.1	Decrease Qty - Replace Cover Plate (L867B)	-6	EA	\$202.00	(\$1,212.00)
L-125-5.12	Delete Item - REIL Isolation Transformer (100 W)	-4	EA	\$870.00	(\$3,480.00)
L-125-5.13	New Item - Replace L867D Base Can Cover Plate	6	EA	\$364.00	\$2,184.00
L-125-5.14	New Item - REIL Isolation Transformer - 300 W	4	EA	\$1,089.00	\$4,356.00
This Change Order Total					\$3,119.00
Previous Change Order(s) Total					\$14,156.00
All Change Orders to-Date Total					\$17,275.00
Original Contract Total					\$728,500.00
Revised Contract Total					\$745,775.00

The time provided for completion in the contract is changed by 0 working days. This document shall become an amendment to the contract and all provisions of the contract will apply.

Changes are shown on Drawing(s) No. **none**.

Recommended by:  11/11/2025
 Engineer (J-U-B Engineers, Inc.) Date

Approved by: _____
 Owner (Kemmerer City as managing member of the Kemmerer Airport Authority) Date

Accepted by: _____
 Contractor (Modern Electric Co.) Date

Concurred by: _____
 State Aeronautics (WYDOT Div. of Aeronautics) Date

Approved by: _____
 Federal Aviation Administration Date

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

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s) respect to Runway 16/34 centerline stationing.

New Item L-107-5.6 pertains to the removal and replacement the H-Frame foundation and conduit connecting to the existing Primary Wind Cone foundation.

Decrease Qty L-108-5.5 pertains to removal of approximately 500 LF of 4-#8 5kV L-824 "Home run" cables in conduit between the Electrical Vault to the Base Can at Sta. 140+45, 50-ft LT.

Decrease Qty L-125-5.1 and New Item L-125-5.13 involves 6 of 17 base cans throughout the project identified in the plans to replace the cover plates.

Decrease Qty L-125-5.12 and New Item L-125-5.14 pertain to all 4 REIL transformers (2 on each end of Rwy 16/34).

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

New Item L-107-5.6. During removal efforts for the Primary Wind Cone, it was discovered that the conduit between the existing WC foundation and the Concrete H-Frame pad had been encased in concrete when originally installed. This meant that to remove the WC foundation, the existing H-Frame foundation and conduit also needed to be removed and replaced. The existing H-Frame was salvaged and re-installed on the new concrete pad.

Decrease Qty L-108-5.5 In CO#1, installation of 500 LF each of 4-#8 5kV L-824 "Home run" cables in conduit between the Electrical Vault to the Base Can at Sta. 140+45, 50-ft LT that were previously replaced in July 2025 was removed from the Project. The Quantity for this related item "Removal of Existing 5KV L-824 Conductors" also needs to be reduced accordingly, as they were not removed.

Decrease Qty L-125-5.1 and New Item L-125-5.13 During construction, it was discovered that 6 of the 17 base can plate covers called out to be replaced were Size D, instead of Size B. This Change Order reduces the original quantity for the item by 6 and adds 6 new Size D plate covers reflecting the increased costs for the larger plate covers.

Decrease Qty L-125-5.12 and New Item L-125-5.14 During construction, it was discovered that the existing REIL transformers for all 4 units were 300W. The plans called for replacement of 100W transformers. This Change Order deletes the original bid item and replaces it with a new Bid Item reflecting the increased cost of the larger Xfmrs.

3. Justifications for unit prices or total cost.

L-107-5.5. The Engineer feels these prices are fair and reasonable for the work. It includes materials and labor to remove the H-Frame Pad and concrete encased conduit, install new 10 LF of 2" PVC, pour a new H-Frame Foundation Pad using approximately 1/3 CY of concrete, and new miscellaneous parts to re-install the H-Frame on the new Pad.

L-108-5.5. Remove Cable quantities were reduced at the respective original unit bid pricing.

L-125-5.1. The reduction in quantity is being made at the original unit bid price.

L-125-5.12. The deletion of this bid item is being made at the original unit bid price.

L-125-5.13. The Engineer feels this price for the larger Size D Cover Plates is fair and reasonable, and includes freight and shipping costs to speed up delivery to be within the construction window.

L-125-5.14. The Engineer feels this price for the larger Transformers is fair and reasonable, and includes freight and shipping costs to speed up delivery to be within the construction window.

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

Split evenly between the City and County's respective Airport Funds associated with the Airport JPB.

AIP PROJECT NO.: 3-56-0015-028-2025 / AEM003 CHANGE ORDER NO.: 2

(Supplement Agreement)

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

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

Has consent of surety been obtained? Yes Not Necessary .

6. Will this change affect the insurance coverage? Yes No .

7. If yes, will the policies be extended? Yes No Not Applicable .

8. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials? Yes No

When 11/5/2025 With Whom Cameron Bryant

Comments: _____

New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: November 24, 2025

SUBJECT: Engineering agreement with JUB to Replace the Automated Weather Observation Station at the Airport

BRIEF DESCRIPTION/JUSTIFICATION:

In June 2025, while getting FAA grants in place for the Rehab Rwy 16/34 Lighting Project, we were expecting to need two separate grants to fund the project. The first grant (AIP 27) was to use Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grants (AIG) (Formally called BIL) funding that has been set aside for Kemmerer Airport. However, FAA had extra Discretionary Funding left over that needed to be spent, so they offered to apply the additional funding to AIP 28, which was using the Airport's Non-Primary Entitlement funding (the usual \$150k/year that EMM is allocated for CIP projects). This meant that we didn't need to dip into EMM's IIJA/AIG funding for the Lighting Project and that those funds would be available for use on another project. In August during the WACIP meetings, we discussed using the IIJA/AIG funding to replace the AWOS equipment, as it has had several years of having to replace various components/parts due to its age. FAA and WYDOT agreed that would be the best use of those IIJA/AIG funds.

Note about IIJA/AIG funds. They were allocated starting in 2022 for 5 years for about \$110,000/year (subject to change). Each year's funds do expire, and have to be used within 5 years of the FY in which they were allocated. We used FY22 IIJA funds (\$110,000) for the Design Phase of the Rehab Rwy 16/34 Lighting project (AIP 26). That means that **if we do not use FY23 funding of \$113,000 in FY26, it will expire and not be able to be used.** The AWOS project will use FY23 and a portion of 24 IIJA funding. Also, bonus to FY25/26 FAA Grants – they are being funded at 95% by FAA and 2.5% by WYDOT, leaving just 2.5% match for the Airport (split 1.25% each for City and County). I expect the overall project, including our J-U-B Fees (\$45k) and the Equipment Procurement/replacement (Est. \$205,000) to be \$250,000. That is subject to the actual price proposals we receive from the equipment suppliers that will accomplish the actual replacement of the AWOS equipment.

The agreement before you is for the engineering services that JUB will provide for the project. The agreement was approved by the airport board at a special meeting on November 19, 2025.

Budget will be as follows:

FAA (95%):	\$237,500
WYDOT (2.5%):	\$6,250
Kemmerer City (1.25%)	\$3,125
Lincoln Co. (1.25%):	<u>\$3,125</u>
Total:	\$250,000

RECOMMENDED ACTION:

Authorize the mayor to sign the agreement with JUB for engineering services to Replace the Automated Weather Observation Station (AWOS) equipment in an amount not to exceed \$45,000.

Attachments Provided: Yes No

Submitted by: Natasia Diers & Brian Muir

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Replace Automated Weather Observation Station (AWOS) Equipment
A.I.P. 3-56-0015-029-2026
WYDOT AEM035A
Kemmerer, WY

THIS AGREEMENT is effective as of the 24th day of November, 2025 by and between, Kemmerer City, as managing agent of the Kemmerer Airport Administration, 220 State Hwy 233, Kemmerer, WY 83101 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 392 Winchester St., Suite 300, Salt Lake City, UT 84107, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Replace Automated Weather Observation Station (AWOS) Equipment hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

**ARTICLE 2
CLIENT'S RESPONSIBILITIES**

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

**ARTICLE 3
J-U-B'S COMPENSATION**

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 220 State Hwy 233, Kemmerer, WY 83101 and to J-U-B at 392 Winchester St., Suite 300, Salt Lake City, UT 84107. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Wyoming. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Uinta County, Wyoming.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided

that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during

construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:
 - 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities 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.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, 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 grant, contract, loan, or cooperative agreement.
- B. 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 any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered

transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

Kemmerer City, as managing agent of the
Kemmerer Airport Administration

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

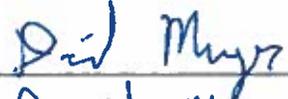
J-U-B ENGINEERS, Inc.

ATTEST

By:  _____

Name: Toby Epler, PE

Title: Vice President \ Aviation Services
Group Manager

Name:  _____

Title:  _____
Aviation Project Manager

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Certification For Contracts Grants, Loans, and Cooperative Agreements**
- J-U-B Debarment Lookup**
- Attachment 1 – Scope of Services, Basis of Fee and Schedule**
- Attachment 1A – Detailed Scope of Work**
- Attachment 1B – Fee Breakdown**
- Attachment 2 – Special Provisions**
- Exhibit A – Construction Phase Services**
- _____

**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: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Replace Automated Weather Observation Station (AWOS) Equipment

AIRPORT NAME: Kemmerer Municipal Airport

CLIENT: Kemmerer City, as managing agent of the Kemmerer Airport Administration

A.I.P. NUMBER: 3-56-0015-029-2026

WYDOT NUMBER: AEM035A

J-U-B PROJECT NUMBER: RP-25-00108

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

AGREEMENT DATED: 11/24/2025; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-56-0015-029-2026 includes the Project Initiation, Procurement Support, Equipment Installation Support, and Grant Closeout Engineering Services for the following Items:

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

- 1. Project Formulation, Procurement Support, Equipment Installation Support, and Project Closeout Phases.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00).

See Attachment 1B for a detailed cost breakdown.

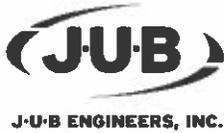
PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Upon Notice to Proceed expected in November 2025 with expected completion on or before June 2027.

This Agreement shall be in effect from November 24, 2025 to June 30, 2027. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Replace Automated Weather Observation Station (AWOS) Equipment

AIRPORT NAME: Kemmerer Municipal Airport (EMM)

CLIENT: Kemmerer City, as managing agent of the Kemmerer Airport Administration

A.I.P. NUMBER: 3-56-0015-029-2026

J-U-B PROJECT NUMBER: RP-25-108

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

- AGREEMENT DATED:** _____; or
 AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-56-0015-029-2026 included the Project Initiation, Procurement Support, Equipment Installation Support, and Grant Closeout Engineering Services for the following items:

- Procure and Install New AWOS III P/T system to replace current AWOS system installed on the airport. Procurement of the AWOS equipment will be completed in accordance with the FAA's Small Purchase Procurement procedures. The total cost of the project is anticipated to be below the current Simplified Acquisition Threshold.
- Remove existing AWOS components; Protect and reuse existing infrastructure, including tip-down tower and associated concrete base, power frame structure and concrete, conduit, grounding components, and other miscellaneous electrical components.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Formulation

1. Assist CLIENT with coordinating AWOS project with the Non-Federal Program Liaison, Kassandra Brown.
2. Conduct a Project Kickoff meeting with CLIENT and FAA via teleconference. The meeting will be held to determine the project scope elements. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the meeting will be compiled and forwarded to the FAA and CLIENT.
3. Assist the CLIENT with Project Scope development and initiation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
4. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.

5. J-U-B shall assist the CLIENT with Record of Negotiations documentation, including analysis of cost proposal in accordance with 2 CFR 200.323.
6. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
7. Assist CLIENT with preparation and submittal of an FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
8. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
9. Prepare and submit six (6) FAA Quarterly Performance Reports and two (2) sets of Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
10. Attend two (2) meetings in person with Kemmerer City Council and/or Airport Board during project formulation to discuss the project and seek approval to submit the grant application.
 - a. Assumptions:
 - i. Two (2) roundtrips from SLC Office to Kemmerer for the Project Manager.
11. Attend two (2) virtual meetings with Kemmerer Airport Board during project formulation to discuss the project.
12. Assist CLIENT in preparation and processing of bi-monthly Request for Reimbursement (RFR) by submitting data as required. It is anticipated that J-U-B will prepare four (4) sets of RFR 'packages' on behalf of the CLIENT for this project. J-U-B will provide documentation of costs for CLIENT review including invoices and reimbursing spreadsheets.

B. Task 020: Procurement Support

1. Investigate the proposed job site at the Airport. Allow civil design personnel and project manager to become familiar with the proposed job site. Take photographs, perform a visual survey of the existing AWOS system, and otherwise document findings of visit.
 - a. Assumptions:
 - i. One (1) roundtrip from SLC Office to Kemmerer Airport for the Project Manager and from the Evanston office to Kemmerer for the Project Designer.
2. Prepare a letter request for an environmental determination for a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). The letter will include a detailed project description and an exhibit demonstrating the project disturbance area. Environmental work beyond that described will be considered additional work and may require a contract modification.
3. Coordinate with existing AWOS supplier to better understand existing system and determine if any components are suitable for reuse based on age and condition. Coordinate with supplier regarding any additional needs for the new system to ensure it is fully operational.
4. Develop Request for Quotes for Procurement of the new AWOS system and removal of the existing AWOS components. Include relevant information and on-site photos to assist Contractors with understanding of the construction scope. Review Request for Quotes for Procurement with the CLIENT prior to finalizing.
5. Review Request for Quotes for Procurement and conduct project update meeting with FAA representatives. The general purpose of the meeting will be to discuss any outstanding items to be addressed prior to the solicitation of quotes for procurement. It is anticipated that this meeting will be held via teleconference or as a virtual meeting.

6. Distribute Request for Quotes for Procurement to potential contractors and suppliers. A minimum of 2 companies will be contacted and provided with the Request for Quotes for Procurement. Address any questions or clarifications that may arise after solicitation of quotes and disseminate all information as necessary to all contacted parties.
7. Review and tabulate all solicited quotes provided to determine the lowest responsive and responsible quote and submit to CLIENT and FAA. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

C. Task 030: Equipment Installation Support

1. Prepare and distribute Notice of Award, Equipment Installation Agreement and other contract documents. Review Construction Agreement and insurance documents submitted by Contractor and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Installation Conference agenda and displays; conduct a Pre-Installation Conference on behalf of the CLIENT and prepare and issue minutes; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
 - a. Assumptions:
 - i. One (1) roundtrip from SLC Office to Kemmerer Airport for the Project Manager and from the Evanston office to Kemmerer for the Resident Project Representative.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Complete one (1) intermediate site visit during construction & installation of the new system to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for this visit for 4 hours of site time plus 4 hours of drive time to provide site visit.
 - a. Assumptions:
 - i. One (1) roundtrip from Evanston Office to Kemmerer Airport for the Resident Project Representative.
7. J-U-B shall receive and review the Contractor's requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. It should be anticipated that the Contractor submits 1 Request for Payment once equipment has been received or installed and 1 Final Request for Payment for a total of 2 requests.
8. Ensure compliance with AIP Handbook Table K-2 NAVAID and Weather Reporting Equipment Project Requirements.
9. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required. Conduct and maintain weekly documentation of payroll submittals and compliance.
10. Coordinate with CLIENT, WYDOT, and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, change orders, etc. Coordinate with CLIENT, WYDOT, and FAA verbally concerning change orders, as required.

11. Conduct final completion inspection once system is installed and operational. The final completion inspection will be conducted by the Project Manager and Project Designer and will include 4 hours of site time plus 4 hours of drive time.
 - a. Assumptions:
 - i. One (1) roundtrip from SLC Office to Kemmerer Municipal Airport for the Project Manager and Project Designer.

D. Task 040: Project Closeout

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA. Final project report shall comply with Table 5-32 c. Additional Sponsor Documentation Required by the ADO for AWOS projects (AWOS commissioning documentation). The Denver ADO will be provided with a copy of the Weather Message Switching Center reporting contract with the third-party interface provider if the sponsor has a connection to the Weather Message Switching Center Replacement (WMSCR).
2. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- Any additional scope items not explicitly listed above will require use of an Additional Services agreement upon agreement by the CLIENT, FAA, and J-U-B Engineers, Inc.



J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Kemmerer Municipal Airport

Project: Replace Automated Weather Observation Station (AWOS) Equipment

The FAA Agreement for Professional Services dated ... is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

[X] Yes 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

[X] Yes 2. Pre-Construction Conference. Participate in a pre-construction conference.
[] No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:	Kemmerer Municipal Airport Project AIP 3-56-0015-029-2026
CLIENT:	Kemmerer City as managing agent of the Kemmerer Airport Administration
JOB NUMBER:	RP-25-00108
DATE:	October 29, 2025

TASK NO	PROJECT TASK	Principal	Project	Project	Project	Sr. CAD	Environ.	Const.	Proj. Fin.	Trips	TOTAL HRS	TASK DIRECT COSTS
		\$261.00	Manager \$220.00	Engineer \$160.00	Designer \$125.00	Designer \$153.00	Specialist \$136.00	Observer/ \$157.00	Acct/ \$110.00			
Task 010-001 Project Formulation												
1	Coordinate with Non-Federal Program Liaison	0	0	4	0	0	0	0	0	0	4	\$640.00
2	Conduct Project Kickoff Meeting	0	1	2	0	0	0	0	0	0	3	\$540.00
3	Project Scope Development & Formulation	0	2	2	0	0	0	0	0	0	4	\$760.00
4	Prepare Cost Proposal	0	1	2	0	0	0	0	0	0	3	\$540.00
5	Assist with Record of Negotiations	0	2	2	0	0	0	0	0	0	4	\$760.00
6	Prepare Professional Service Agreement	1	2	2	0	0	0	0	0	0	5	\$1,021.00
7	Prepare FAA Grant Application	0	2	4	0	0	0	0	0	0	6	\$1,080.00
8	Prepare FAA Sponsor Certifications	0	0	2	4	0	0	0	0	0	6	\$820.00
9	Prepare FAA Quarterly and Annual Reports	0	0	2	0	0	0	0	2	0	4	\$540.00
10	Attend City Council Mtgs (In Person, 2 total)	0	8	0	0	0	0	0	0	2	8	\$1,760.00
11	Attend Airport Board Mtgs (Virtual, 2 total)	0	2	0	0	0	0	0	0	0	2	\$440.00
12	Prepare Request for Reimbursements	0	2	3	0	0	0	0	3	0	8	\$1,250.00
Task 010-001 - Labor Subtotal		1	22	25	4	0	0	0	5	2	57	\$10,151.00
Task 010-002 Procurement Support												
1	Perform Site Walk Through	0	8	0	8	0	0	0	0	2	16	\$2,760.00
2	Coordinate with Surveyor Sub	0	1	0	0	0	8	0	0	0	9	\$1,308.00
3	Coordinate with Electrical Sub	0	4	4	0	0	0	0	0	0	8	\$1,520.00
4	Prepare Environmental Documentation	0	0	6	8	0	0	0	2	0	16	\$2,180.00
5	Assemble Base Map	0	2	2	0	0	0	0	0	0	4	\$760.00
6	Prepare 75% Preliminary Plans	0	0	2	2	0	0	0	2	0	6	\$790.00
7	Prepare 75% Preliminary Contract Docs & Specs	0	1	2	2	0	0	0	0	0	5	\$790.00
Task 010-002 - Labor Subtotal		0	16	16	20	0	8	0	4	2	64	\$10,108.00
Task 010-003 Equipment Installation Support												
1	Distribute and Review Contract Docs	0	0	2	0	0	0	0	0	0	2	\$320.00
2	Coordinate with FAA & CLIENT During Award	0	4	0	0	0	0	0	0	0	4	\$880.00
3	Prepare and Conduct Pre-Installation Meeting	0	0	2	0	0	0	8	0	2	10	\$1,576.00
4	Review Contractor's Schedule & Coordinate Activities	0	4	4	0	0	0	0	0	0	8	\$1,520.00
5	Review Submittals	0	2	2	0	0	0	0	0	0	4	\$760.00
6	Complete Intern. Site Visit During Install (2 Visits)	0	0	0	0	0	0	16	0	2	16	\$2,512.00
7	Receive and Review Contractor Pay Request (2 Total)	0	2	2	0	0	0	0	2	0	6	\$980.00
8	Compliance with Table K-2 of FAA AIP Handbook	0	2	4	0	0	0	0	2	0	8	\$1,300.00
9	Assist Client with Wage and EEO reviews, Interviews	0	0	0	0	0	0	0	2	0	2	\$220.00
10	Coordinate with Client, WYDOT and FAA	0	8	0	0	0	0	0	0	0	8	\$1,760.00
11	Conduct Final Inspection of System	0	8	0	8	0	0	0	0	1	16	\$2,760.00
Task 010-003 - Labor Subtotal		0	30	16	8	0	0	24	6	5	84	\$14,588.00
Task 010-004 Grant Closeout												
1	Prepare Final Project Report & Closeout Docs	0	4	0	6	0	0	0	3	0	13	\$1,960.00
2	Assist with Auditor Requests	0	2	1	1	0	0	0	3	0	7	\$1,055.00
Task 010-004 - Labor Subtotal		0	6	1	7	0	0	0	6	0	20	\$3,015.00
Labor + Direct Overhead Subtotal		1	74	58	39	0	8	24	21	9	225	\$37,862.00
										Fixed Fee 15.0%		\$5,679.30
											Total Labor + Overhead + Fixed Fee	\$43,541.30

EXPENSES:	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup	
Air Travel	\$600.000	0					1.0	\$0.00
Mileage (SLC-EMM)	\$0.700		5			280	1.0	\$980.00
Mileage (Evanston-EMM)	\$0.700		4			112	1.0	\$313.60
Per Diem (Travel Days)	\$51.00			0			1.0	\$0.00
Lodging	\$150.00			0			1.0	\$0.00
GPS Survey Unit	\$53.94				0		1.0	\$0.00
Printing	\$165.10						1.0	\$165.10
SUBCONSULTANTS:								
1						\$0	1.0	\$0.00
Subtotal - Labor + Overhead + Fixed Fee								\$43,541.30
Subtotal - Expenses								\$1,458.70
Subtotal - Subconsultants								\$0.00
Total - Project Design Fees								\$45,000.00

New
Business
(d)

AGENDA ITEM # d (NB) OB CONSENT)

Department: Administration

Meeting Date: November 24, 2025

SUBJECT: 2025 LGLP Board Member Election Ballot

BRIEF DESCRIPTION/JUSTIFICATION:

The City of Kemmerer carries its liability insurance through the Local Government Liability Pool. As a member, we have the opportunity to vote for a board representative for a three-year term beginning January 1, 2026.

Please see the attached email and ballot for information on the candidates.

RECOMMENDED ACTION:

Authorize the Mayor to cast a vote for one of the three candidates and sign as the individual submitting the ballot on behalf of the City of Kemmerer.

Attachments Provided: Yes No

Submitted by: Natasia Diers

Reminder - 2025 Board Member Election Ballot

1 message

LGLP Renewals <lglp@lglp.net>
To: LGLP Renewals <lglp@lglp.net>
Bcc: ndiers@kemmerer.org

Mon, Nov 17, 2025 at 9:25 AM

Dear LGLP Members,

In accordance with the Local Government Liability Pool Rules and Regulations, Chapter II, Section 1, board members shall be elected from the participating local governmental entities. Each participating entity, through its governing body, shall be allowed one vote for each open position.

This year the LGLP Board has one (1) board position up for election – the “at large” member. The three-year term for this position begins January 1, 2026.

Attached is the board ballot. Candidates for the election are listed in alphabetical order. Please have your entity's governing body vote for one candidate. The ballot will also be posted on our website (<https://www.lglpwyoming.org/>).

The deadline to submit ballots to LGLP is **5:00 P.M., Tuesday, December 16th, 2025**. We encourage email (lglp@lglp.net) or fax (307) 638-6211.

Any questions may be directed to Torey Racines, Executive Director at (307) 638-1911.

Thank you,

Local Government Liability Pool
6844 Yellowtail
Cheyenne, WY 82009
Phone 307.638.1911

 **2025 Board Ballot - At Large Position 11.05.25.pdf**
134K



LOCAL GOVERNMENT LIABILITY POOL

In accordance with the Local Government Liability Pool Rules and Regulations, Chapter II, Section 1, board members shall be elected from the participating local governmental entities. Each participating entity, through its governing body, shall be allowed one vote for each open position.

This year the LGLP Board has one (1) board position up for election – the “at large” member. The three-year terms for this position begins January 1, 2026.

The following are the three (3) nominations received by LGLP and accepted by the candidates for the election of the LGLP Board in alphabetical order.

Vote for one:

Brad Basse

Brad Basse is the current Chairman of the LGLP Board. With 18 years of tenure on the Board, he is the longest serving member. He previously served for over 14 years as a Hot Springs County Commissioner, including as Chairman of the Board of Commissioners.

Brad graduated in 1985 from the University of Nebraska with a BS in Electrical Engineering and is a Master Electrician and President of JADECO Electric. He has extensive budgeting & financial skills, as well as human resources, safety & risk management, and a technical background. He currently serves as a Director for Big Horn Federal Savings Bank and Treasurer for the St. Paul Lutheran Church. He is also a member of the Thermopolis Rotary club, currently serving as the club secretary. He is also a member of the Board of Directors of the Gottsche Rehabilitation and Wellness Center in Thermopolis.

Amy Miller

Amy Miller is a lifelong resident of Platte County growing up on her family ranch. She has a bachelor's degree in accounting from the University of Wyoming. After college, Amy returned to the ranch to be the accountant and ranch manager. Amy was a member of class 7 of the Wyoming Leadership, Education and Development in Agriculture. Amy has served on several boards, Platte County Weed & Pest, Wheatland REA, Platte County Fair Board, Town of Wheatland Planning and Zoning, Platte County Economic Development, Wyoming Farm Bureau Young Farmer and Rancher Committee and the Platte County Farm Bureau board. Amy is married and has 2 children.



Jessica Weaver

Jessica Weaver is a Wyoming business owner, Navy veteran, and Ranchester Town Council member with 15+ years in commercial insurance and governance. She founded and grew one of Wyoming's top-rated, independently owned, woman- and veteran-owned agencies, specializing in complex commercial property and flood risk with Iron Valley Insurance Group (formerly Weaver Insurance Agency).

Jessica previously served on the Wyoming Local Government Liability Pool (LGLP) Board and the Tongue River Valley Community Center Board and currently serves on the Sunlight Federal Credit Union Board (Secretary/Treasurer; Governance Chair). She is the founder of InsuranceGPTs.com and UniversalAIGovernance.com, developing AI tools that reduce E&O, improve underwriting precision, and strengthen integrity and compliance in enterprise AI.

Jessica brings fiduciary discipline, practical policy experience, and a collaborative, service-first approach to board work.

Name of entity submitting Ballot: City of Kemmerer

Name of person submitting Ballot: Mayer Robert Bowen

Signature of person submitting Ballot: _____

**Ballots must be submitted no later than December 16, 2025 @ 5:00 P.M.
We encourage email (lglp@lglp.net) or fax (307-638-6211).**

New
Business
(e)

AGENDA ITEM # 9 NEW BUSINESS

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Department: ADMINISTRATION

Meeting Date: November 24th, 2025

SUBJECT: Request for Letter of Support for \$70 Million Appropriate Request for Kemmerer Diamondville Waste-Water Treat Plant Replacement Project

DESCRIPTION/JUSTIFICATION:

The Kemmerer–Diamondville Water & Wastewater Joint Powers Board (KDWWJPB) is submitting a **Congressional Appropriations Request** to Congresswoman Harriet Hageman for **\$70 million** to fund the replacement of its 43+ year-old Wastewater Treatment Plant. This infrastructure is well past its design life, increasingly difficult to maintain, and is quickly becoming the limiting factor for both community growth and their ability to support the TerraPower Natrium project.

City of Kemmerer support will carry significant weight in this federal request, and the KDWWJPB is asking the City to write a letter to Congresswoman Harriet Hageman advocating for this essential project.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the attached letter of support from the City of Kemmerer to Congresswoman Harriet Hageman for a \$70 million congressional appropriations request to fund the replacement of Kemmerer-Diamondville Water and Wastewater Joint Powers Board’s 43-year old wastewater treatment plant.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Kemmerer City Hall
220 State Highway 233
Kemmerer, WY 83101



(307) 828-2350
www.kemmerer.org

Make it Matter – Make it Better – Make it Happen

November 24, 2025

Congresswoman Harriet Hageman
U.S. House of Representatives
1227 Longworth House Office Building
Washington, DC 20515
Phone: (202) 225-2311

Subject: *Support for Congressional Appropriations Request – Kemmerer–Diamondville Wastewater Treatment Plant Replacement Project*

Dear Congresswoman Hageman,

On behalf of the **City of Kemmerer**, we are writing to express our full and unwavering support for the **Kemmerer–Diamondville Water & Wastewater Joint Powers Board’s** request for **\$70 million in Congressional Appropriations** to replace our community’s aging **Wastewater Treatment Plant (WWTP)**.

The existing WWTP has served our community for more than **43 years**, far beyond its intended lifespan. Despite diligent care and maintenance, the facility is now well past its operational and structural limits. Replacement parts are increasingly unavailable, underground piping and concrete structures are deteriorating, and the system is at risk of failure.

Kemmerer is now entering a period of historic transformation with the **\$4 billion TerraPower Sodium Nuclear Power Plant** project—one of the most important clean-energy investments in the nation. This project will bring new families, workers, and industries to the area, increasing demands on every aspect of local infrastructure. Unfortunately, our wastewater treatment capacity has become the limiting factor for future growth and for supporting this nationally significant project.

The Joint Powers Board has worked proactively with **Keller Associates Engineering** to develop a plan for a modern, resilient treatment facility that meets present and future needs. The total estimated cost of **\$70 million** is simply beyond what a small community of roughly 3,200 residents can support alone, even after securing limited assistance through the **Wyoming State Loan and Investment Board, Industrial Siting Council, and ARPA infrastructure funds**.

A new facility is essential to:

- Protect **public health and the environment**,
- Support the **TerraPower project workforce and housing expansion**,
- Ensure **EPA and DEQ compliance**, and
- Provide **long-term resiliency** for our community's water infrastructure.

The City of Kemmerer is proud to host the TerraPower Sodium project and is eager to play its part in ensuring its success. We respectfully urge your support for this critical **\$70 million Congressional Appropriation** to construct a new Wastewater Treatment Plant for the Kemmerer–Diamondville area.

Thank you for your continued leadership and dedication to Wyoming's future.
Sincerely,

Robert Bowen
Mayor, City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
(254)-223-3204