



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, January 26, 2026**

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

Discussion: Potential Work from Home Policy

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** January 26, 2026
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
FY 24-25 Audit Presentation – Jason Sleight, Auditor
- **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 January 12, 2026, and Special Meeting Minutes of January 14, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments.
- **NEW BUSINESS:**
 - (a) Resolution No. 2026-860, A Resolution Adopting the City of Kemmerer Recreation Advisory Board By Laws
 - (b) Request Budget Amendment for Police K9 Implementation
 - (c) Elk Street Rehab Bid
 - (d) 1st Reading Ordinance No. 2026-901, Amending City- and County-owned parcels from RA-Residential and A-Agricultural Zones to I-1, Light Industrial Zone

- (e) Guild Mortgage Old Town Hall Suite 102 Lease Release
- (f) Old Town Hall Suite 102 lease with Shelby Thatcher dba Wyoming Roots Realty, LLC
- (g) JUB General Engineering Services Agreement at the Airport for 2026
- (h) Letter to FAA regarding Professional Engineering Services Agreement for the Replacement of the AWOS System at the Airport
- (i) Replace Airport AWOS Equipment Grant Application
- (j) Change Order Airport Electrical Repair for Allwest Damage

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, FEBRUARY 9, 2026.

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

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

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

City of Kemmerer

Work From Home (Remote Work) Policy

Purpose

The City of Kemmerer recognizes that circumstances may arise where remote work is necessary due to weather conditions or other extenuating circumstances. This policy establishes limited parameters for remote work while ensuring continuity of City operations and public services.

Eligibility

Remote work is not an automatic benefit for all job roles. Eligibility is determined by the City Administrator based on job duties, operational needs, and the ability to maintain effective service delivery. Positions requiring on-site presence or direct public interaction are generally not eligible.

Approval

All remote work arrangements must be approved in advance by the City Administrator or the City Administrator's Designee. Approval is temporary and may be modified or revoked at any time.

Work Expectations

Employees approved for remote work shall work their regular schedule unless otherwise approved, remain accessible during work hours, meet the same performance standards as on-site employees, and accurately report time worked in accordance with City policy and applicable law.

Equipment and Security

City equipment shall be used when available. Employees are responsible for maintaining confidentiality and safeguarding City data in accordance with applicable IT and records policies.

Costs and Liability

The City is not responsible for home utility costs, internet service, or personal equipment unless expressly authorized. Work-related injuries must be reported immediately in accordance with City policy.

Administration

This policy may be revised or discontinued at any time to meet operational, legal, or policy requirements.

Presentation
FY 24-25
Audit

Consent Agenda (a)

The Kemmerer City Council met in regular session this 12th day of January, 2026, at 6:00 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember Brantley Popp, Councilmember Bill Price and Councilmember David McConkie. Councilmember Mark Quinn was absent.

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

Motion was made by Councilmember Batista to approve the agenda as amended with the striking of New Business (j); seconded by Councilmember McConkie and unanimously approved by council present.

DEPARTMENT REPORTS:

Chad Nielson, Public Works Director; Lois Hicks, Recreation Manager; Kaylynn Williams, Community Events Coordinator; John Tibbetts, Director of Golf & Parks; Jake Walker, Police Sergeant; and Natasia Diers, City Clerk-Treasurer gave department reports to the council.

PUBLIC HEARING:

Mayor Bowen opened the public hearing on the sale and economic benefit of 6.41 acres along Highway 30, between Antelope Ridge and the Lincoln County Justice Center; 6:16 p.m.

Jamie Thornock made comments to the council.

There being no further comment, the mayor closed the public hearing; 6:17 p.m.

PRESENTATIONS:

Lois Hicks was presented with a 10-year service award by City Administrator, Brian Muir and Mayor Bowen. Sarah Dayton of the South Lincoln Economic Coalition reported to the council. A presentation on the CUBY Micro Manufacturing Housing Factory was presented to the council by Mark Germain.

Mayor Bowen recessed the meeting; 7:13 p.m.

Mayor Bowen called the meeting back into session; 7:18 p.m.

VISITOR COMMENTS:

Arvid Aase, Jake Lozier, Jessica Lozier, Michelle Pollard, Aspen Pollard, and Jamie Thornock made comments to the council.

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of December 22, 2025, as presented;
- (b) Approval of the payment of the bills, payroll, and ACH payments as presented;

18696 Wyo Retirement System	\$34,597.55	18697 Ace Hardware	\$90.70
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18698 All West Communications	493.58	18699 American Bar Association	320.00
18700 Division of Victim Services	150.00	18701 Bugman	265.00
18702 Cattelan, Chris	500.00	18703 Centurylink	1,022.35
18704 Centurylink Communications	13.87	18705 Dex Imaging, LLC	113.17
18706 DJ's Glass	8,815.00	18707 First Bank of Wyoming	5,358.41
18708 Freedom Mailing Services	736.89	18709 GoTo Technologies	277.22
18710 IDAWY Solid Waste	10,130.25	18711 Intermountain Fire Protection	3,300.00
18712 Jackson Group Peterbilt	175.74	18713 Jones Skimkins, LLC	2,694.00
18714 JUB Engineers, Inc.	27,879.58	18715 K-D Joint Powers Board	1,866.25
18716 Kemmerer Gazette	1,550.50	18717 Mountain West Bus. Solutions	62.40
18718 Netwize	2,055.36	18719 Norco, Inc.	15.50
18720 Outlaw Supply, Inc.	1,517.25	18721 Petty Cash-Administration	32.50
18722 Pitney Bowes, Inc.	426.84	18723 Rocky Mountain Power	12,678.79
18724 Sage Lanes Bar & Grill	10.00	18725 SESAC	641.00
18726 Skoglund, Leanne & Don	64.00	18727 South Linc Cty Development	1,000.00
18728 Stout Law Center	4,140.00	18729 Verizon Wireless	612.17
18730 WEBT	44,704.62	18731 Wyo Machinery Co.	1,331.94
12/31/25 Federal Tax Deposit-ACH	14,610.42	12/31/25 Net Payroll Deposit-ACH	50,030.50
12/31/25 AFLAC-ACH	12.24	12/31/25 Expert Pay-ACH	1,270.52
12/31/25 Wyo Dept. of Workforce-ACH	20,906.39	13/31/25 Core Business Tech.-ACH	22.45
1/5/26 Worldpay-ACH	293.94		

- (c) Pass, Approve and Adopt Resolution No. 2026-867, Approving Uinta Bank as a Depository of City Funds for Calendar Year 2026;
- (d) Pass, Approve and Adopt Resolution No. 2026-868, Approving First Bank as a Depository of City Funds for Calendar Year 2026;
- (e) Re-appoint Tim Cassidy and Scott Miller to the Zoning Board for each a three-year term to expire on 12/31/2028;
- (f) Re-appoint Madonna Long to the Fossil Basin Promotion Board for a three-year term to expire on 12/31/2028;
- (g) Authorize 4-nights for Retail Liquor License Establishments to be open all night in 2026;
- (h) Authorize Hamsfork Liquor a Blanket Catering Permit for CY 2026.

NEW BUSINESS:

- (a) Motion was made by Councilmember McConkie to appoint Jamie Thornock to the Fossil Basin Promotion Board at-large position for a term which will expire on 12/31/2027; seconded by Councilmember Price and unanimously approved by council present.
- (b) Jamie Thornock made comments. Motion was made by Councilmember Batista to Pass, Approve and Adopt Resolution No. 2026-869, Economic Benefit Findings for 6.41 acres along Highway 30, between Antelope Ridge and the Lincoln County Justice Center; seconded by Councilmember Popp and unanimously approved by council present.
- (c) Motion was made by Councilmember McConkie to authorize the mayor to sign the release and settlement from EMC Insurance Co. on behalf of M&T Underground Inc. for the electrical cut at the Kemmerer Municipal Airport; seconded by Councilmember Popp

- and unanimously approved by council present.
- (d) Motion was made by Councilmember Popp to authorize the mayor to sign the contract with Active Internet Technologies, dba Finalsite for the Citizen Notification System; seconded by Councilmember Ellis and unanimously approved by council present.
 - (e) Motion was made by Councilmember Price to move that the Council approve the Mayor's appointment of Ken Roberts as the City of Kemmerer Municipal Judge for calendar year 2026; seconded by Councilmember Ellis and unanimously approved by council present.
 - (f) Motion was made by Councilmember Popp to move that the Council approve the Mayor's appointment of Jorgensen Associates as the City of Kemmerer Engineer for calendar year 2026; seconded by Councilmember Batista and unanimously approved by council present.
 - (g) Motion was made by Councilmember Price to move that the Council approve the Mayor's appointment of Dean Stout as the City of Kemmerer attorney for calendar year 2026; seconded by Councilmember Popp and unanimously approved by council present.
 - (h) Motion was made by Councilmember McConkie to move that the Council approve the Mayor's appointment of Stout Law Office as the City of Kemmerer prosecuting attorney for calendar year 2026; seconded by Councilmember Price and unanimously approved by council present.
 - (i) Motion was made by Councilmember McConkie to move that the Council approve the Mayor's appointments of the following liaisons to boards and committees for calendar year 2026;
Councilmember Price as the city liaison to the Fossil Basin Promotion Board;
Councilmember Batista and Councilmember McConkie as the city liaisons to the Fossil Island Golf Advisory Board;
Mayor Bowen as a member on the Kemmerer-Diamondville Water and Wastewater Joint Powers Board;
Councilmember McConkie as a member on the Kemmerer-Lincoln County Airport Joint Powers Board;
Councilmember Price as the city liaison to the Kemmerer Zoning Board;
City Administrator, Brian Muir, as a member on the South Lincoln Economic Coalition;
seconded by Councilmember Ellis and unanimously approved by council present.

COMMENTS:

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

ADJOURN:

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

BY: _____

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

The Kemmerer City Council met in special session this 14th day of January 2026, at 6:00 p.m. at the South Lincoln Training and Events Center; 215 State Highway 233, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember David McConkie and Councilmember Mark Quinn were absent.

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

A K-9 handler demonstration was given by Chief Eric Whitehead of the Cokeville Police Department and Kemmerer Police Officer Dallas Blasengym.

ADJOURN:

There being no further business before the council, Mayor adjourned the regular meeting; 7:23 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						
19010	SHUMS CODA ASSOCIATES	11748R	BUILDING INSPECTIONS - JUST	01/13/2026	240.00	
10-22520 EMPLOYEE ACCOMODATION						
21005	UMB CARD CENTER	002-12267	GIFT CARD	12/02/2025	50.00	
21005	UMB CARD CENTER	022032	GIFT CARD	12/02/2025	50.00	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	031125	CHRISTMAS PARTY DINNER	12/01/2025	306.63	
21005	UMB CARD CENTER	072749	POTATOES & WATER	12/02/2025	56.94	
21005	UMB CARD CENTER	076099	CHRISTMAS PARTY DINNER	12/01/2025	2,426.88	
10-41-510 TRAINING						
21005	UMB CARD CENTER	FEB26-CE	WAM REGISTRATION - CE	12/02/2025	270.00	
21005	UMB CARD CENTER	FEB26-DM	WAM REGISTRATION - DM	12/22/2025	270.00	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-CITY COUNCIL	12/01/2025	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0126	LODGING TAX - DEC 2025	01/12/2026	2,594.17	
60226	FOSSIL BASIN PROMOTION BO	0126-02	LODGING TAX	01/16/2026	2,471.02	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1252458	PAID DATE STAMP 26 TO 36 YR	12/26/2025	44.95	
21005	UMB CARD CENTER	5757039	WALL CALENDARS - 2026 (5)	12/07/2025	47.65	
21005	UMB CARD CENTER	8364225	WALL CALENDAR - 2026	12/16/2025	8.99	
21005	UMB CARD CENTER	F61201	SCREWS AND SUPER GLUE	12/17/2025	8.49	
10-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	3266	FUEL-M KING	12/12/2025	54.39	
10-43-250 VEHICLE MAINTENANCE & REPAIR						
21005	UMB CARD CENTER	125387	REPLACE WINDSHIELD	12/02/2025	670.00	
10-43-420 POSTAGE						
21005	UMB CARD CENTER	096746	PRINTER SUPPLY RETURN	12/17/2025	13.60	
21005	UMB CARD CENTER	1028339970	RED INK CARTRIDGE REFUND	12/11/2025	91.29	
10-43-450 PRINTING & REPRODUCTION						
21005	UMB CARD CENTER	VP_PNCT01B1	BUSINESS CARDS - BM	12/16/2025	32.53	
10-43-510 TRAINING						
21005	UMB CARD CENTER	FEB26-BM	WAM REGISTRATION - BM	12/02/2025	270.00	
10-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	004188912	FUEL - BM	12/16/2025	45.41	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	503730539	XEROX COPIER LEASE - CH	01/13/2026	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-ADMIN	12/01/2025	134.40	
21005	UMB CARD CENTER	TIDMG5H35	ICLOUD STORAGE	12/16/2025	.99	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT LAW CENTER, LLC	12-25CA	LEGAL FEES	01/21/2026	1,855.00	
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	596-00197558-	WATER-CH	12/08/2025	37.98	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-1225	FUEL	12/31/2025	184.55	
10-47-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-BLDGS	12/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0126-INT	BLDG MAINT INTERNET	12/20/2025	41.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4924	FIRE ALARM SYSTEM - CH	01/01/2026	50.00	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0126	CITY HALL	01/07/2026	1,467.54	
17007	ENBRIDGE GAS UTAH	7197-0126	CITY HALL II	01/07/2026	306.08	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	024953	FLASH DRIVE	12/02/2025	13.37	
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	109716543	FUEL - PD	12/31/2025	1,821.49	
21005	UMB CARD CENTER	077553	OIL CHANGE & SERVICE	12/17/2025	271.90	
21005	UMB CARD CENTER	75623717	SYNTHETIC OIL	12/22/2025	62.96	
10-50-250 VEHICLE MAINT & REPAIRS						
20005	THE TIRE DEN	1-GS413082	TIRES - JW	01/15/2026	698.08	
21005	UMB CARD CENTER	079745	CAR WIPERS	12/26/2025	55.98	
10-50-420 POSTAGE						
21005	UMB CARD CENTER	59171902	PD POSTAGE EVIDENCE	12/05/2025	45.80	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	019416	MEAL - JT, CW, WB	12/16/2025	91.76	
10-50-540 RECRUITMENT						
21005	UMB CARD CENTER	0382648-B	RETENTION DUTY HOLSTER R	12/03/2025	117.42	
21005	UMB CARD CENTER	14020-45032	DUTY HOLSTER - MKJR.	12/30/2025	110.25	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5037165271	COPIER LEASE - PD	01/03/2026	96.00	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-PD	12/01/2025	148.40	
10-50-820 LINEN AND UNIFORMS						
70269	GOLDEN THREADS	1939-14	COAT EMBROIDERY	01/06/2026	7.00	
21005	UMB CARD CENTER	31296395	UNIFORM PANTS	12/29/2025	99.23	
21005	UMB CARD CENTER	WR25041152	UNIFORM SHIRT	12/28/2025	158.38	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	1225	COMMUNICATIONS - 1225	12/31/2025	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	1225	PRISONER CARE - 1225	12/31/2025	120.00	
ANIMAL CONTROL						
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0126	ANIMAL SHELTER	01/07/2026	68.07	
STREET MAINTENANCE						
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	F59072	CUTTING BLADES	12/02/2025	15.96	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75624775	GEAR OIL, GEAR BOX	12/29/2025	23.98	
21005	UMB CARD CENTER	7643460	GRAPHITE LUBRICANT	12/03/2025	83.46	
21005	UMB CARD CENTER	78786	FILTERS	12/18/2025	69.83	
99234	GUNTER'S SERVICE	STREET-1225	FUEL	12/31/2025	2,430.92	
10-66-280 EQUIPMENT MAINTENANCE						
10540	AUTO INN REPAIR, INC.	43887	FITTINGS	12/08/2025	237.10	
21005	UMB CARD CENTER	1510657	TAILGATE REBUILD KIT	12/03/2025	44.98	
21005	UMB CARD CENTER	75620505	PAINT BEDS ON BLACK TRUCK	12/02/2025	120.58	
21005	UMB CARD CENTER	75621041	HOLD WEIGHTS IN DUMP TRUC	12/05/2025	196.28	
21005	UMB CARD CENTER	75622444	CLEVIS PIN	12/15/2025	6.98	
21005	UMB CARD CENTER	78632	LIGHT BULBS / BRAKE LIGHTS	12/12/2025	17.27	
21005	UMB CARD CENTER	78991	SNOW HUNTER HOSE	12/29/2025	20.56	
21005	UMB CARD CENTER	8781043	REPLACE TAILLIGHTS	12/09/2025	56.99	
21005	UMB CARD CENTER	F59355	CHAMOIS - CLEAN CITY CAN	12/04/2025	16.99	
21005	UMB CARD CENTER	S201902	REPLACE MODULE F450 SAND	12/03/2025	929.47	
23050	WYOMING MACHINERY COMPA	PO8808725	HAZARD LIGHT BULB 980	01/13/2026	107.61	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-STREETS	12/01/2025	33.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-66-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0126-INT	STREETS INTERNET	12/20/2025	31.45	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	78127	LOCATES - 1225	01/09/2026	60.90	
21005	UMB CARD CENTER	75621636	FLOOR DRY/BOTTLED WATER	12/09/2025	70.69	
21005	UMB CARD CENTER	75624747	BOTTLED WATER	12/29/2025	23.94	
21005	UMB CARD CENTER	S201902	REPLACE FIRE EXTINGUISHER	12/03/2025	212.07	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0126	STREET DEPT	01/07/2026	440.85	
10-66-860 SAND						
23047	WYDOT - FINANCIAL SERVICES	0000155748	SALT & SAND	01/05/2026	148.42	
SANITATION - OPERATIONS/MAINT.						
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI - 1225	FUEL	12/31/2025	1,514.90	
10-69-280 EQUIPMENT MAINTENANCE						
10540	AUTO INN REPAIR, INC.	43916	GARBAGE TRUCK BRAKELIGHT	12/15/2025	150.00	
16002	JACKSON GROUP PETERBILT, I	18293RSX1	FUEL FILTER	01/13/2026	87.63	
21005	UMB CARD CENTER	18200	GARBAGE TRUCK MAINT	12/08/2025	1,925.56	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0126	SAN DEPT	01/07/2026	237.38	
PARKS MAINTENANCE						
10-75-250 VEHICLE MAINTENANCE & REPAIRS						
21005	UMB CARD CENTER	18187	BATTERY	12/08/2025	170.00	
21005	UMB CARD CENTER	75621593	SPARK PLUG	12/09/2025	2.88	
21005	UMB CARD CENTER	8374637	COIL & SPARK PLUG	12/14/2025	19.99	
10-75-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	1333036	TRACTOR PALLET FORKS	12/02/2025	131.99	
10-75-285 BUILDING AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	F62650	LIGHTS & VOLTAGE REG. - PAR	12/30/2025	60.98	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0126	BLDG/PARKS SHOP	01/07/2026	806.01	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-340 LEGAL FEES						
19031	STOUT LAW CENTER, LLC	12-25CA	LEGAL FEES	01/21/2026	1,365.00	
10-86-360 CONTRACTUAL SERVICES						
19010	SHUMS CODA ASSOCIATES	11748R	BUILDING INSPECTIONS - 1025	01/13/2026	180.00	
19010	SHUMS CODA ASSOCIATES	11748R	BUILDING INSPECTIONS - 1125	01/13/2026	30.00	
19010	SHUMS CODA ASSOCIATES	11748R	BUILDING INSPECTIONS - 1225	01/13/2026	300.00	
19010	SHUMS CODA ASSOCIATES	11893	PLAN REVIEWS - 1125	01/18/2026	977.50	
19010	SHUMS CODA ASSOCIATES	11893	PLAN REVIEWS - 1225	01/18/2026	382.50	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	01-26	PROSECUTING ATTORNEY - 01	01/15/2026	2,250.00	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	AF0D8674	SOFTWARE JUDGES LAPTOP	12/20/2025	104.99	
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-COURT	12/01/2025	16.80	
CAPITAL PROJECTS FUND						
PUBLIC SAFETY						
26-70-015 REPLACE IN CAR CAMERAS						
21005	UMB CARD CENTER	028792	VEHICLE REPAIR - DB	12/22/2025	1,483.20	
EVENTS, CULTURE AND TRAINING						
26-72-033 EVENT CENTER CHAIR REPLACEMENT						
21005	UMB CARD CENTER	WN43986023	EVENT CENTER CHAIR CARTS	12/23/2025	3,013.02	
21005	UMB CARD CENTER	WN43986023	EVENT CENTER CHAIRS	12/23/2025	9,655.80	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	7421810	HEAVY DUTY BLADES	12/24/2025	117.46	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
54-73-240 GAS, OIL AND LUBRICANTS						
21005	UMB CARD CENTER	78575	OIL FILTER	12/10/2025	27.78	
54-73-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	17966	FORD RANGER MAINT.	12/18/2025	709.00	
54-73-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	1354	TURFCIDE	12/01/2025	1,050.00	
21005	UMB CARD CENTER	75624908	BULK BOLTS	12/30/2025	46.47	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-1225	GOLF MAINT. - INTERNET	12/03/2025	34.37	
54-73-560 SAFETY						
21005	UMB CARD CENTER	078380	BOTTLED WATER	12/01/2025	7.58	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0126	GOLF SHOP	01/07/2026	294.54	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-GOLF MAINT.	12/01/2025	16.80	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-1225	CLUBHOUSE - INTERNET	12/03/2025	34.37	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0126	GOLF CLUBHOUSE	01/07/2026	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	01-2026-63763	GOLF COURSE CLUBHOUSE S	01/01/2026	340.20	
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-CLUBHOUSE	12/01/2025	16.80	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	F59103	KEY BOX - AIRPORT SHOP	12/02/2025	20.55	
55-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F60325	MOUNT SECURITY MONITOR	12/11/2025	2.76	
55-73-240 GAS, OIL AND LUBRICANTS						
99234	GUNTER'S SERVICE	AIRPORT-1225	FUEL	12/31/2025	427.31	
55-73-250 VEHICLE MAINTENANCE						
21005	UMB CARD CENTER	18240	REPLACE TIRE - AIRPORT VAN	12/12/2025	117.00	
21005	UMB CARD CENTER	75622609	WIPER BLADES / FUEL TRUCK	12/16/2025	31.98	
55-73-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0103657-IN	REFLECTIVE MARKERS	12/16/2025	160.00	
21005	UMB CARD CENTER	072687	HARD FACE ROD	12/23/2025	148.10	
55-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	F59071	REPLACE DOOR LOCK SHOP	12/02/2025	159.58	
55-73-285 BUILDING MAINTENANCE						
20006	TOM'S HVAC LLC	7651	INSTALL FURNACE - AIRPORT	01/11/2026	5,046.63	
21005	UMB CARD CENTER	8145074-A	GAS VALUE - AIRPORT	12/03/2025	356.95	
21005	UMB CARD CENTER	8145074-B	GAS VALUE REFUND	12/09/2025	356.95-	
21005	UMB CARD CENTER	8145074-C	GAS VALUE REFUND	12/19/2025	356.95-	
55-73-340 LEGAL FEES						
19031	STOUT LAW CENTER, LLC	12-25CA	LEGAL FEES	01/21/2026	227.50	
55-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0126-INT	AIRPORT INTERNET	12/20/2025	51.45	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4924	FIRE ALARM SYSTEM - AIRPOR	01/01/2026	50.00	
55-73-610 PROPANE						
20887	BRIDGER VALLEY PROPANE	117875	PROPANE - HANGER & LOUNG	01/07/2026	619.51	
55-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
17004	QT POD	0784-SP2026	ANNUAL SERVICE PLAN	01/10/2026	2,475.00	
55-73-950 STORAGE TANK FEES						
23046	WYOMING DEPT OF ENVIRONM	2026	YEARLY TANK FEES - 2026	01/01/2026	400.00	
55-73-960 EQUIPMENT REPLACEMENT						
21005	UMB CARD CENTER	10138617	SECURITY CAMERA MONITOR	12/10/2025	285.28	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	3093027	DRY ERASE MARKERS	12/04/2025	7.14	
21005	UMB CARD CENTER	9317846	PRINTER PAPER	12/07/2025	38.88	
21005	UMB CARD CENTER	F61782	PAINT MARKETS	12/22/2025	16.97	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	029593-1	LAUNDRY SOAP	12/15/2025	17.49	
21005	UMB CARD CENTER	045535	HAND SOAP REFILLS	12/18/2025	7.94	
21005	UMB CARD CENTER	0541861	SKATING RINK LIGHTS	12/08/2025	119.99	
21005	UMB CARD CENTER	1378633	LIGHT SOCKETS - REC CENTE	12/29/2025	7.99	
21005	UMB CARD CENTER	25280361	SPIN ROOM HEATER MOTOR	12/10/2025	210.67	
21005	UMB CARD CENTER	5438627	SPIN ROOM BLOWER FANS	12/14/2025	164.49	
21005	UMB CARD CENTER	6117013	SKATING RINK LIGHTS	12/08/2025	99.99	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	6256251	LIGHT BULBS	12/15/2025	87.65	
56-82-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0126-INT	REC CENTER INTERNET	12/20/2025	31.45	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV51812	COPIES	01/06/2026	31.28	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0126	REC CENTER	01/07/2026	678.16	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5037264247	COPIER LEASE - REC	01/09/2026	259.00	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	4.000000384	SOFTWARE LICENSE	12/06/2025	14.99	
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-REC	12/01/2025	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	008728	HARRIS (TWO)	12/17/2025	40.01	
21005	UMB CARD CENTER	2373807	BALLOONS FOR ARCHERY	12/06/2025	9.99	
21005	UMB CARD CENTER	3093027	FUTSAL BALL	12/04/2025	11.56	
21005	UMB CARD CENTER	41428336	GRAPHIC PROGRAM (MONTH)	12/29/2025	10.00	
21005	UMB CARD CENTER	7156243	RESISTANCE BANDS	12/10/2025	37.12	
21005	UMB CARD CENTER	7616212	ICE SCOOP	12/09/2025	5.37	
21005	UMB CARD CENTER	8093845	HOCKEY GOAL TARGETS	12/07/2025	79.98	
21005	UMB CARD CENTER	9317846	HOCKEY SCORE BOOKS	12/07/2025	29.95	
21005	UMB CARD CENTER	9317846	COUNTER TOP ICE MAKER	12/07/2025	97.41	
21005	UMB CARD CENTER	9317846	HOCKEY SCOREBOOKS	12/07/2025	29.95	
21005	UMB CARD CENTER	F59239	MASKING / PAINTERS TAPE	12/03/2025	8.59	
21005	UMB CARD CENTER	F60832	EAR MUFFS & SAFETY CLASSE	12/15/2025	26.99	
OUTDOOR POOL						
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0126	SWIMMING POOL	01/07/2026	162.47	
CULTURAL ARTS AND EVENTS						
57-23147 EVENT CENTER DEPOSIT						
99253	WYOMING GEOLOGICAL ASSO	REFUND	SECURITY DEPOSIT REFUND	01/15/2026	600.00	
ADMINISTRATION						
57-43-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	80169	TROUBLESHOOTING SOUND/ S	12/30/2025	165.00	
57-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	947796662	GAS FOR WORK TRUCK	12/10/2025	72.40	
57-43-285 BUILDING AND GROUNDS MAINT						
21005	UMB CARD CENTER	F60257	GARBAGE BAGS	12/10/2025	63.98	
57-43-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4924	FIRE ALARM SYSTEM - EC	01/01/2026	50.00	
57-43-560 SAFETY						
21005	UMB CARD CENTER	046834	GLOVES	12/07/2025	20.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0126	EVENT CENTER	01/07/2026	965.09	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-1225	GOOGLE APPS-EC	12/01/2025	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LODGD178016	LINENS	12/15/2025	491.96	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	000576	EXXON LUNCH	12/18/2025	96.00	
21005	UMB CARD CENTER	000577	EXXON BREAKFAST	12/18/2025	244.99	
21005	UMB CARD CENTER	000578	EXXON LUNCH	12/18/2025	220.44	
21005	UMB CARD CENTER	000579	EXXON LUNCH	12/18/2025	169.99	
21005	UMB CARD CENTER	078380	SODAS	12/01/2025	24.95	
21005	UMB CARD CENTER	087325	SODA & WATER	12/10/2025	37.85	
21005	UMB CARD CENTER	089756	COFFEE CUPS & WATER	12/04/2025	10.94	
21005	UMB CARD CENTER	235004188363	DONUTS-EXXON MOBIL	12/16/2025	29.85	
21005	UMB CARD CENTER	235004193839	EXXON BREAKFAST	12/19/2025	17.92	
VISITORS' SERVICES						
57-45-285 BUILDING AND GROUNDS MAINT.						
21005	UMB CARD CENTER	F61747	LOG CABIN AIR FILTERS	12/22/2025	29.98	
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-1225	VISTOR CENTER - INTERNET	12/03/2025	34.36	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0126	VISITOR CENTER	01/07/2026	112.68	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	64177	CUSTOMER PARKING ONLY SI	12/08/2025	43.26	
21005	UMB CARD CENTER	75621454	OTH SHOVELS	12/08/2025	23.98	
60-93-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4924	FIRE ALARM SYSTEM - OTH	01/01/2026	50.00	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0126	700 CEDAR	01/07/2026	575.96	
Grand Totals					<u>69,795.07</u>	

Local Purchases	Non-Local Purchase
\$ 7454.40	\$22953.23

UMB Total: \$ 30,407.63

CREDIT: \$(952.56)

Big Ticket Purchases:

Stock Exchange, Kamas UT: \$306.63

Binghams Custom Meats, Morgan UT: \$2426.88

Reading Truck, Salt Lake City: \$ 1141.54

Amazon, WA: \$356.95

HomeDepot, GA: \$9655.80

HomeDepot, GA: \$3013.02

AlSCO Inc., UT: \$491.96

Foreup, UT: 340.20

Murdock Turf Products, UT: \$1050.00

Check Number	Payee	Description	Amount
direct deposit	Internal Revenue Service	Federal Tax Deposits	\$ 15,031.99
direct deposit	Payroll Direct Deposit	Net Payroll Deposits	\$ 50,926.06
direct deposit	Aflac	Voluntary Payroll Deductions	\$ 12.24
direct deposit	Expert Pay	Child Support Payment	\$ 1,270.52
direct deposit	Orchard Trust	Voluntary Payroll Deductions	\$ 725.00
18732	UMWA	Voluntary Payroll Deductions	\$ 198.60
	TOTAL		\$ 68,164.41

Date Approved:

1/26/2026

Mayor _____
Council _____
Council _____
Council _____
Council _____
Council _____
Council _____
Treasurer _____



New Business (a)

AGENDA ITEM # a NEW BUSINESS

Department: Recreation

SUBJECT: Rec Advisory Board By-Laws

BRIEF DESCRIPTION/JUSTIFICATION:

The proposed by-laws are intended to update and clarify the structure, roles, and operating procedures of the Advisory Board. Approval of these by-laws will ensure consistency with current organizational practices, improve governance, and provide clear guidance for board membership, meetings, decision-making, and responsibilities. Adopting updated by-laws will support transparency, accountability, and the effective functioning of the Advisory Board.

RECOMMENDED ACTION:

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

Attachments Provided: Yes X No

Submitted by: Lois Hicks

Kemmerer Recreation Advisory Board

Jan. 08, 2026

Meeting was called to order at 6:36 p.m.

In attendance: Lois Hicks, Dale Hicks, Timothy Sherwin, Bart Jernigan and April Corwin

Absent: Adam Calkins

A motion was made by Dale Hicks to approve the minutes from Dec. 15, 2025. All were in favor.

Report from Recreation Coordinator Lois Hicks: Hockey has started with 30 kids participating. Archery club had 5 signed up. Activities that are going on are Winter Walking Club, Adult Volleyball, and Pickleball. Jr. Jazz sign-ups are currently in the process. The Sled Dog Races will be on Feb. 4th at 9 a.m.

Board discussed different ideas on advertising for the recreation programs.

Dale Hicks made a motion to submit the Bylaws with the changes the board has agreed upon.

April Corwin seconded the motion, and all were in favor.

Bylaws will be submitted to the Kemmerer City Council on January 26, 2026 for approval.

New Business:

Bart Jernigan spoke about including Norm Development (values) that will hold the board members responsible for his or her conduct during the meetings etc. After discussion the following were agreed upon:

1. Be solution oriented
2. Use civility and courtesy
3. Remain open
4. Be present
5. Be honest and respectful

A motion was made by Dale Hicks to adopt the Norms. A second was made by Tim Sherwin and all were in favor.

A discussion was conducted by Sherwin about finding platforms such as: Teams, Google Drive or Band to share information and documents pertaining to the Rec. Board. Jernigan said that in the meantime he will set up a group text so that we can communicate dates of the meetings etc.

A motion was made by Dale Hicks to use a group text for basic updates and notifications but not for business. Corwin seconded the motion and all were in favor.

Old Business:

The board would like to have a Mission, Vision or Values and Goals for the Rec. Dept. Currently the Rec. Dept. has a slogan, "Providing Opportunities for an active lifestyle," but no mission statement. This item of business was tabled for the next meeting.

The next meeting will be held January 22, 2026, at 6:30 p.m.

7:20 p.m. a motion was made by Sherwin to adjourn the meeting, and it was seconded by Dale Hicks. All were in favor.

RESOLUTION NO. 2026-870

**A RESOLUTION ADOPTING THE CITY OF KEMMERER
RECREATION ADVISORY BOARD BY LAWS**

WHEREAS, the City of Kemmerer recognizes the importance of parks, recreation programs, and recreational facilities to the health, welfare, and quality of life of its residents; and

WHEREAS, the Mayor and City Council desire to receive citizen input and recommendations regarding recreational planning, programming, and facilities; and

WHEREAS, the establishment of a Recreation Advisory Board will provide a structured forum for community participation and advice;

WHEREAS, the city council established a Recreation Advisory Board on July 28, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming, that the Recreation Advisory Board By-Laws are hereby established.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2026.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Kemmerer Recreation Advisory Board ByLaws

Section 1. MEMBERSHIP

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

Section 2. TERM OF MEMBERSHIP

~~The Mayor and City Council shall appoint members to the Board for a three (3) year term. Upon vacancy of an unexpired term, the Mayor and City Council shall appoint a new member to fill the unexpired term. At the end of a three (3) year term members may reapply for another term.~~

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

Section 3. REMOVAL FROM BOARD

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

Section 4. MEETINGS

~~Meetings will be held at least once per month September – May to be scheduled by the Chair and Director at the Recreation Center.~~

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

Section 5. OFFICERS

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

Duties of Officers

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

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

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

Section 6. VOTING

~~Four (4) members of the Board shall constitute a quorum for the transaction of business. The Recreation Director or Program Coordinator can break a tie vote.~~

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

Section 7. AMENDING

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

Updated: December 15, 2025

Kemmerer, Lincoln County, this 15 day of December, 2025

CITY OF KEMMERER, WYOMING

BY: _____

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS, CLERK/TREASURER

New
Business
(b)

AGENDA ITEM # b (NEW BUSINESS)

Department: Police Department

Meeting Date: January 26th, 2026

SUBJECT: Police K-9 Implementation

BRIEF DESCRIPTION/JUSTIFICATION:

2026 Kemmerer Police Department K9 Cost Proposal

Cost of Purchase:

Through Pacesetter K9 in Liberty Hill, Texas, we are looking at approximately \$13,500.00 this price includes the purchase of the dog, two-week training, on-site lodging, and certification for the K9 and handler. There is also an upcoming class from 02/16/26-02/27/26, if approved, I would contact the breeder to guarantee a spot in the training. I believe this time period would be the most optimal due to current scheduling availability, and the most time to train and bond with the dog before the increase in population and crime projected in the upcoming summer.

Vehicle Upfitting:

Ordering the Setina K-9 Ultimate II transport cage, including the Premier System, No Spill Water Bowl, and Maxi Window fan, we would be investing \$10,000.00. This will include installation.

Travel:

Airline ticket (s) are estimated at around \$700.00 down and an additional \$400.00 back (to include the dog). The cost of subsistence will be covered by our current training budget. The cost to rent a vehicle would be around \$800.00 for the duration of the training, including travel to and from the airport and the training facility.

Annual Budget:

We are requesting an additional budget line of \$4500.00 a year for the K9 program. This will include, after initial purchase: the food, toys, training app, grooming, Vet visits, training aids (drugs and containers), which cannot be gathered until the dog is in possession, yearly recertification, and any other needed expenses that may arise during the year.

RECOMMENDED ACTION: Approve a budget amendment of \$30,000.00 to implement a Kemmerer Police Department K-9 program.

Attachments Provided: Yes ___ No X (They will be available by the council meeting.)

Submitted by: Chief Kahre

New Business (c)

AGENDA ITEM # C NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: January 26, 2026

SUBJECT: Elk Street Rehabilitation Project Awarding of Low Bidder

DESCRIPTION/JUSTIFICATION:

We have received a review of the bids & letter of recommendation for award on the Elk Street Project. There were three bids from this project: Avail Valley at \$458,399; Lewis & Lewis at \$498,080.52; and R&D Sweeping of Rock Springs, the apparent low bidder at \$390,415.25. The Engineer's estimate is \$404,085.00. The low bidder is well below the other bids and the budgeted amount of \$481,599.

Attached is the letter of recommendation from City Engineer Brian Gray of Jorgensen Associates with his recommendation to choose R&D Sweeping for the Elk Street Rehabilitation Project, an itemized comparison of the three bidders and engineer's estimate, and a *Notice of Award* the City will need to sign to move forward. Once signed, the City Engineer will get contracts & bonding information from the contractor for the city to review.

RECOMMENDED ACTION:

Award R&D Sweeping and Asphalt Maintenance of Rock Springs Wyoming the Elk Street Rehabilitation Project and authorize Mayor Robert Bowen to sign the Notice of Award for \$390,415.25.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator



PO Box 1519 | 58 S. Tyler Avenue
Pinedale, WY 82941
PH: 307.367.6548
www.jorgeng.com

January 20, 2025

City of Kemmerer
Attn: Brian Muir, City Administrator
220 State Highway 330
Kemmerer, WY 83101

RE: Elk Street Rehabilitation Project – Bid Opening

Mr. Muir,

In response to the above-mentioned project, we have completed our review of the bids and due diligence process. Three bids were received for the project on January 15, 2026. This apparent low bid was provided by R & D Sweeping and Asphalt Maintenance. Their bid was reviewed, evaluated & found to be complete and in accordance with the project requirements. A summary of the bids is attached. R & D Sweeping and Asphalt Maintenance total bid is \$390,415.25.

The project cost was lower than estimated and it appears to be in line with the projected budget. It is our recommendation to award the bid to R & D Sweeping Asphalt Maintenance. R & D Sweeping and Asphalt Maintenance is aware of the project deadlines and completion dates. Their proposed team appears to have a good reputation and history of projects. Their list of subcontractors & suppliers includes Wylie Construction (excavation and dirt work), Viviano's Concrete (concrete and inlet work), and Lewis & Lewis (asphalt supplier). This project is within the range of projects completed successfully by R & D Sweeping and Asphalt Maintenance.

Please feel free to contact us with questions regarding this matter.

Respectfully,
JORGENSEN ASSOCIATES, Inc.

Brian D. Gray, P.E.
Senior Project Manager

ELK STREET REHABILITATION
CITY OF KEMMERER, WYOMING
2026

5TH WEST TO COULSON

NO.	ITEM	UNIT	QTY	Avail Valley			Lewis & Lewis			R&D Sweeping			Engineer's Estimate		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$55,530.00	\$55,530.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
2	SUBMITTALS	LS	1	\$1,500.00	\$1,500.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$1,000.00		
3	TEMPORARY FACILITIES	LS	1	\$3,500.00	\$3,500.00	\$0.01	\$0.01	\$1,310.00	\$1,310.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00		
4	TRAFFIC CONTROL	LS	1	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$6,600.00	\$6,600.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
5	FORCE ACCOUNT	FA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
6	CONCRETE EXCAVATION AND REMOVAL	SY	72	\$22.00	\$1,584.00	\$32.00	\$2,304.00	\$36.52	\$2,629.44	\$10.00	\$720.00	\$10.00	\$720.00		
7	ASPHALT EXCAVATION AND REMOVAL	SY	3,910	\$4.00	\$15,640.00	\$10.15	\$39,686.50	\$4.00	\$15,640.00	\$5.00	\$19,550.00	\$5.00	\$19,550.00		
8	SUBGRADE EXCAVATION AND REMOVAL	CY	1,020	\$22.00	\$22,440.00	\$53.00	\$54,060.00	\$18.40	\$18,768.00	\$20.00	\$20,400.00	\$20.00	\$20,400.00		
9	SOFT SPOT REPAIR	CY	180	\$75.00	\$13,500.00	\$22.00	\$3,960.00	\$54.00	\$9,720.00	\$100.00	\$18,000.00	\$100.00	\$18,000.00		
10	8" CRUSHED BASE	SY	3,910	\$25.00	\$97,750.00	\$22.00	\$86,020.00	\$11.50	\$44,965.00	\$18.00	\$70,380.00	\$18.00	\$70,380.00		
11	4" PLANT MIX PAVEMENT	SY	3,910	\$47.00	\$183,770.00	\$44.00	\$172,040.00	\$38.00	\$148,580.00	\$42.00	\$164,220.00	\$42.00	\$164,220.00		
12	CONCRETE CURB/WALK	LF	60	\$120.00	\$7,200.00	\$250.00	\$15,000.00	\$321.00	\$19,260.00	\$80.00	\$4,800.00	\$80.00	\$4,800.00		
13	MANHOLE ADJUSTMENT	EA	3	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$2,080.00	\$6,240.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00		
14	VALVE ADJUSTMENT	EA	6	\$600.00	\$3,600.00	\$400.00	\$2,400.00	\$858.00	\$5,148.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00		
15	STORM INLET REPAIR	SY	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$11,550.00	\$11,550.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
16	6" VALLEY GUTTER	SY	30	\$280.00	\$8,400.00	\$125.00	\$3,750.00	\$461.00	\$13,830.00	\$120.00	\$3,600.00	\$120.00	\$3,600.00		
17	ENGINEERING FABRIC (WOVEN)	SY	3,910	\$6.50	\$25,415.00	\$6.00	\$23,460.00	\$5.28	\$20,644.80	\$6.50	\$25,415.00	\$6.50	\$25,415.00		
			TOTAL		\$458,399.00		\$498,080.52		\$390,415.25		\$404,085.00		\$404,085.00		
				Apparent Low Bidder											

NOTICE OF AWARD

Date of Issuance: 1/26/26

Owner: City of Kemmerer Owner's Project No.:

Engineer: Jorgensen Associates, PC. Engineer's Project: 23802

Project/Contract: Elk Street Rehabilitation Project

Bidder: R & D Sweeping and Asphalt Maintenance,

Bidder's Address: 1931 Yellowstone Rd. Rock Springs, WY 82901

You are notified that Owner has accepted your Bid dated **January 15, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project involves the demolition and replacement of asphalt surfaces, concrete sidewalks, curbs, gutters, valley pan and associated crushed base and excavation.

The Contract Price of the awarded Contract is **\$390,415.25**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Plans and specifications will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract Security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Kemmerer**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

New
Business
(d)

AGENDA ITEM # d NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: January 26, 2026

SUBJECT: 1st Reading Ordinance 2026-901 Amending City- and County-owned parcels from RA-Residential and A-Agricultural Zones to I-1 Light Industrial Zone

DESCRIPTION/JUSTIFICATION:

On October 21, 2025, The Kemmerer Zoning Board recommended amending the Kemmerer Comprehensive Plan and Future Land Use and Transportation Map (FLUTM) to allow for industrial, commercial, and public use for a 94.5 acre city-owned parcel 2116-154-000-0100 and a 26.09 Lincoln County-owned parcel 2116-153-000-2500. On November 10th 2025, after a public hearing, The Kemmerer City Council approved Resolution 2025-865 amending the Comprehensive Plan and FLUTM as recommended by the Zoning Board.

Notice was given in the December 18th 2025 *Kemmerer Gazette* that the City of Kemmerer requested changing 94.5 acres of land currently zoned RA-Residential contained within parcel 2116-154-000-0100, and 26.09 acres of Lincoln County-owned land currently zoned A-Agricultural contained within parcel 2116-153-000-2500, to I-1 Light Industrial, lying: South of Highway 30, West of Antelope Ridge Subdivision and East of the Lincoln County Justice Center. All interested persons were invited to attend a public hearing to be held at the Regular Meeting of the Kemmerer Zoning Board on January 20, 2026 at 6:00 pm. That public hearing was held with no public comment given.

At its January 12th 2026 Regular Meeting, The Kemmerer City Council passed Resolution No. 2026-869 finding that selling 6.41 acres of City Property, which lies within the City's 94.5 acres, would benefit the City of Kemmerer economically, allowing the City to enter into negotiations with a company that intends to put a CUBY Mobile Micro Factory, which could become an anchor to the new Light Industrial Park. It is essential that the zone be changed for the City to be able to enter into a purchase and sale agreement with this company.

As there is a significant acreage of residential land in the process of being platted, and not likely a need for additional residential in the future, and as these parcels are adjacent to the Lincoln County Justice Center and directly across from our already developed Light Industrial Park, residential is not ideal anyway. In addition, our Economic Development Consultant, Angelou Economics, identified this as the best use of this property and the best place in City limits for a new light industrial park.

There is already potential access to these parcels from Highway 30 at the entrance of the Justice Center and the City's plan is to have a looping road starting from that entrance, exiting at the east side of the property at a yet-to-be-permitted access across from Sublet Drive. (See Attached Maps showing newly approved FLUTM, and concept of Light Industrial Park, and 6.41 acre lot 5 that CUBY facility could be on.)

At it's January 20th 2026 Regular Meeting, after the public hearing with no comment, the Zoning Board approved amending the City of Kemmerer Zoning Map as noted above.

RECOMMENDED ACTION:

Pass on 1st Reading Ordinance 2026-901 amending the City of Kemmerer Zoning Map, changing 94.5 acres of land currently zoned RA-Residential contained within parcel 2116-154-000-0100, and 26.09 acres of Lincoln County-owned land currently zoned A-Agricultural contained within parcel 2116-153-000-2500, to I-1 Light Industrial, lying: South of Highway 30, West of Antelope Ridge Subdivision and East of the Lincoln County Justice Center.

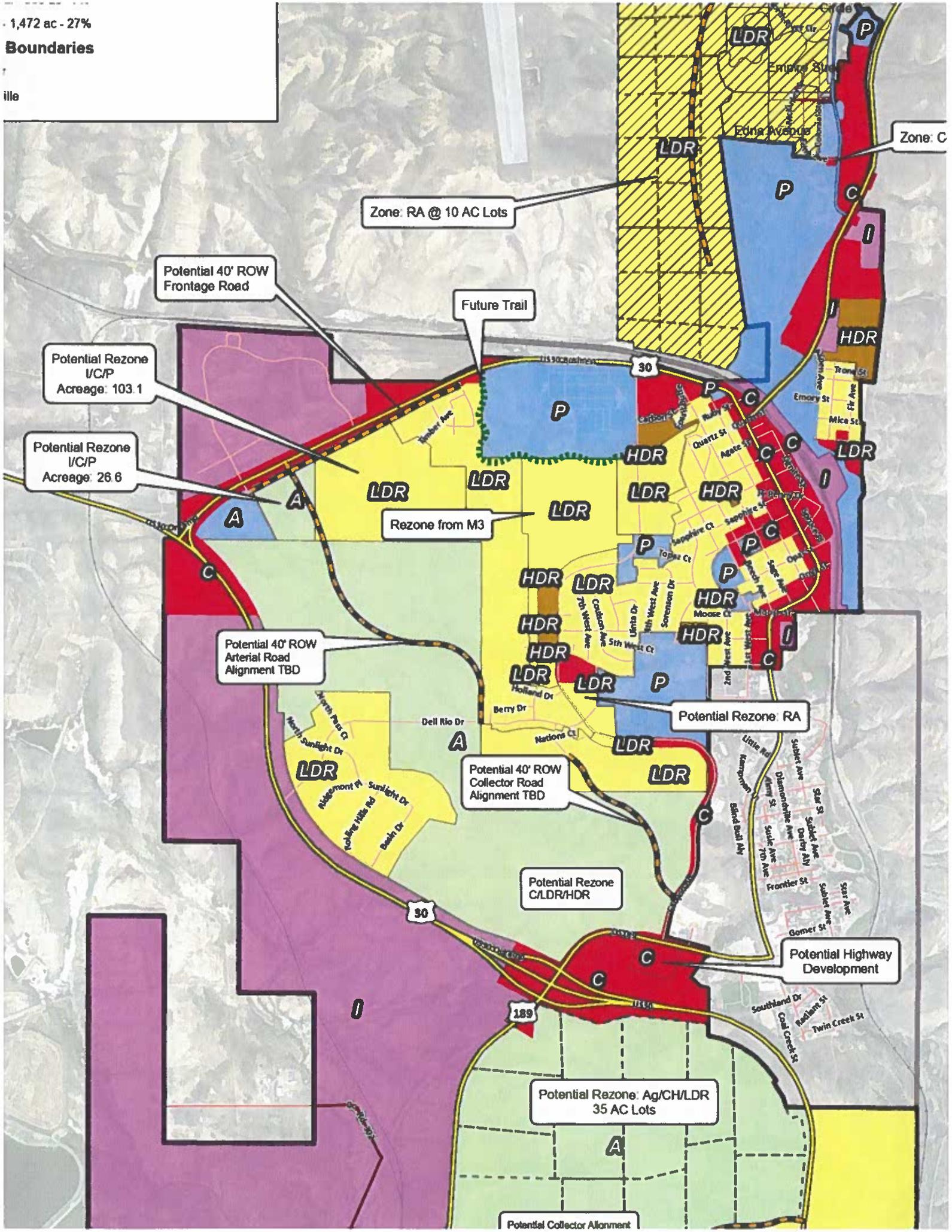
Attachments Provided: Yes X No

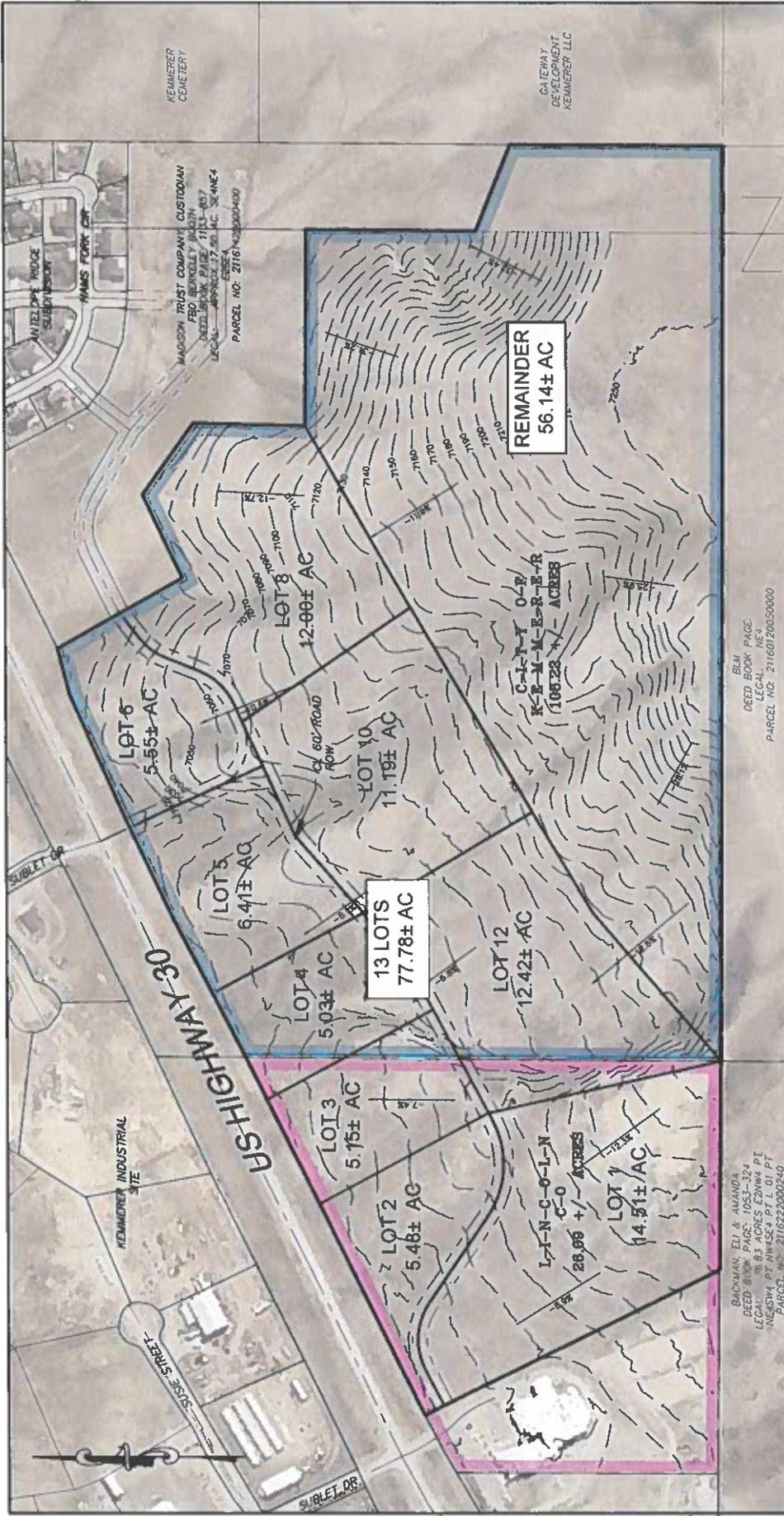
Submitted by: Brian Muir, City Administrator

1,472 ac - 27%

Boundaries

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JORGENSEN
 OMAHA, NE 68131
 www.jorgensen.com

Lincoln County
 MOBILE

City of Kemmerer
 Wyoming

LEGEND

- 10' CONTOUR INTERVALS
- CITY OF KEMMERER PROPERTIES
- LINCOLN COUNTY PROPERTIES

Preliminary
 EXHIBIT ONLY

CONCEPT FOR
KEMMERER - LINCOLN CO.
INDUSTRIAL SITE

MAP PREPARED: 10/06/2025 PROJECT NUMBER: 23802

PREPARED BY: DSD

BLM DEED BOOK PAGE: LEGAL: NE4 PARCEL NO: 21160120050000

BACHMAN, ELI & AMANDA DEED BOOK PAGE: 1053-324 LEGAL: S8.83 ACRES E2NW4 PT NE4SW4 PT NW4SW4 PT L. 01 PT PARCEL NO: 2116222000240

SCALE 1" = 300'

INTELDFE BRIDGE SUBSTITUTION
 HAWKS FORK C&D
 MADISON TRIST COMPANY, CUSTODIAN
 FED BUCKLEY BLDG
 DEED BOOK PAGE: 7113-457
 LEGAL: APPROX 100 AC SCENE 4
 PARCEL NO: 2116120000400

KEMMERER CEMETERY
 GATEWAY DEVELOPMENT
 KEMMERER LLC

New
Business
(e)

AGENDA ITEM # 2 (NB) OB CONSENT)

Department: Administration

Meeting Date: January 26, 2026

SUBJECT: GUILD MORTGAGE OLD TOWN HALL SUITE 102 LEASE RELEASE

BRIEF DESCRIPTION/JUSTIFICATION:

Guild Mortgage renewed its lease in September of 2025. Their current lease expires on September 30, 2026.

The mortgage loan officer working for Guild Mortgage out of the Kemmerer office has left the company. Guild Mortgage does not intend to replace her and requested early release from its lease if the City was able to find a new tenant for Suite 102.

RECOMMENDED ACTION: Release Guild Mortgage from its lease.

Attachments Provided: Yes No

Submitted by: Rachel Wood

New
Business
(f)

AGENDA ITEM # f (NB) OB CONSENT)

Department: Administration

Meeting Date: January 26, 2026

SUBJECT: NEW LEASE AT OLD TOWN HALL SUITE 102

BRIEF DESCRIPTION/JUSTIFICATION:

Shelby Thatcher dba Wyoming Roots Realty reached out to express interest in leasing Suite 102 of Old Town Hall when the space came available. Shelby has reviewed the lease and is agreeable to a February 1, 2026 lease start date.

RECOMMENDED ACTION: Staff recommends signing the new lease with Shelby Thatcher.

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 26th day of January 2026, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Shelby Thatcher dba Wyoming Roots Realty, LLC, of 1513 Canyon Road Kemmerer, WY 83101, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the premises described below having commercial office space therein to let and desires to lease a portion of the premises that is more specifically identified below to a suitable lessee for business purposes.
2. Lessee is in the business of providing realty services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as realtor and matters directly related to that business and desires to lease office space from lessor to conduct that business.
3. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

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

SECTION ONE Description of Premises

Lessor leases to lessee a portion of a commercial office building that is described as a suite on the 1st floor of the building known as "Old Town Hall," located at 700 Cedar Avenue, City of Kemmerer, County of Lincoln, State of Wyoming hereinafter referred to as the "premises" that are more specifically described as follows:

Suite 102 of said building that encloses or consists of approximately two-hundred thirty five (235) square feet of space.

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

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

SECTION TWO
Term of Lease

The lease shall be a one (1) year lease to commence on February 1, 2026 and terminating at midnight on the last day of January, 2027. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE
Delivery of Possession

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

SECTION FOUR
Rental

Lessee shall pay a total of one-thousand seven-hundred and sixty-two dollars and fifty-six cents (\$1,762.56) for the term of this lease, payable in advance in 12 equal monthly payments of one-hundred forty-six dollars and eighty-eight cents (\$146.88). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

Lessee will be billed by lessor on or before the first (1st) day of each month for the rent. Payment of rent is due and shall be paid on or before the fifteenth (15th) day of each month. Payments for rent shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly rent payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly rent. On lessee's failure to pay the monthly rent payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE
Security Deposit

Lessor acknowledges receipt of two-hundred ninety-three dollars and seventy-six cents (\$293.76) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated,

according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not paid, other charges, or toward the payment of damages suffered by lessor by reason of any breach of the terms and conditions of this lease by lessee. In no event is the security deposit to be returned until lessee has vacated the premises and delivered possession to lessor. Lessor shall have forty-five (45) days to examine the premises and give an accounting of any damages to the premises before returning the balance of any security deposit that is not retained for repairs or otherwise.

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

SECTION SEVEN Taxes

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

SECTION EIGHT Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting two-hundred thirty-five (235) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately

three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay four percent (4%) of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of six percent (6%) of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

In addition to the other provisions concerning breach or default as set forth elsewhere in this lease, lessee shall have breached this lease and shall be considered in default hereunder if (1) lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against lessee under any bankruptcy act, (3) lessee fails to pay any rent or utilities when due and does not make the delinquent payment within five (5) business days after receipt of notice thereof from lessor, or (4) lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days after receipt of notice thereof from lessor.

SECTION SEVENTEEN
Effect of Breach

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

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

2. Lessor may seek a cease and desist order from the court in compliance with Wyoming law. Upon doing so, this lease shall terminate and the lessor may seek relevant

damages as may be mitigated by any reletting to another party.

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

SECTION EIGHTEEN Waiver

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

SECTION NINETEEN Business Signs

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

SECTION TWENTY Services Provided by Lessor

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

SECTION TWENTY ONE Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk-Treasurer

LESSEE – Shelby Thatcher (personally and as a business)

By: _____,

New
Business
(g)

AGENDA ITEM # 9 NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: January 26, 2026

SUBJECT: JUB General Engineering Services Agreement for 2026

BRIEF DESCRIPTION/JUSTIFICATION:

It is time to renew the annual Agreement between JUB Engineering and the Kemmerer Municipal Airport. JUB provides General Engineering Services for the airport, including, but not limited to: reviewing our 5-year Wyoming Airport Capital Improvement Plan (WACIP), assisting with preparation of materials for and attending Kemmerer airport related meetings, assisting with siting and sizing of a new community hangar, assisting with goals for the airport, etc.

The airport board approved the agreement at their Juany 19, 2026 regular board meeting.

To date, the City has spent \$7,459.20 of the \$10,000 budgeted for calendar year 2025.

Staff continues to be pleased with JUB's performance.

RECOMMENDED ACTION:

Authorize the Mayor to sign the agreement between the Kemmerer Municipal Airport; with the City of Kemmerer as the managing member; and JUB Engineers; with JUB providing General Engineering Service, for an amount not to exceed \$10,000 for the calendar year 2026.

Attachments Provided: Yes X No

Submitted by: Natasia Diers, City Clerk/Treasurer



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

Task Order No. RP-26-00____-001
Kemmerer Municipal Airport

DATE: _____

PROJECT: KEMMERER MUNICIPAL AIRPORT – GENERAL ENGINEERING SERVICES - 2026

RE: Master Engineering Services Agreement between the Kemmerer City as the managing member of the Kemmerer Airport Administration, (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated April 28, 2025.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. Purpose: The CLIENT requires engineering services to address miscellaneous and unforeseen issues at the Kemmerer Municipal Airport.
2. Scope of Services: Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Kemmerer Municipal Airport. Such issues may include, but are not limited to, the following:
 - a. 5-year Wyoming Airport Capital Improvement Plan (WACIP) – Review upcoming project scopes, validate/prepare cost estimates and submit to WYDOT Aeronautics including coordination with FAA Denver Airport District Offices.
 - b. Assist with Preparation of materials for and attend FAA DEN ADO, WYDOT Aeronautics, and City of Kemmerer Meetings as required.
 - c. Assist with siting for hangar requests.
 - d. Assist with updates to the 3-year DBE goals.
 - e. Other assistance or Services as requested by the CLIENT not covered under a specific separate project or Task Order.
3. Schedule: This Task Order is for Engineering Services rendered for Calendar Year 2025.
4. Basis of Fee: Compensation will be on a time and materials basis and shall not exceed \$10,000 for the time period stated below without written authorization from the CLIENT.

SIGNATURES

CLIENT:

**Kemmerer City as managing agent for the
Kemmerer Airport Authority**

By: Robert Bowen

Title: _____

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.


By: Toby Epler, P.E.

Title: Vice President | Aviation Services Group
Manager

Date: November 24, 2025

New Business (h)

AGENDA ITEM # h (NB) OB CONSENT)

Department: Administration

Meeting Date: January 26, 2026

SUBJECT: Letter to FAA regarding Professional Engineering Services Agreement for the Replacement of the AWOS System at the airport

BRIEF DESCRIPTION/JUSTIFICATION:

At the January 19, 2026, Airport Board meeting, the Board recommended forwarding the attached letter to the City Council for review and approval, and for signature by the Mayor in their role as Managing Member of the Kemmerer Municipal Airport.

The purpose of the letter is to obtain FAA concurrence with the proposed engineering fees for the airport project to replace the AWOS system. Similar to projects with contracts exceeding \$100,000, sponsors are typically required to complete an Independent Fee Estimate (IFE). Because this project is below that threshold, a formal IFE is not required; however, the City must still document that JUB's fees are fair and reasonable.

The attached letter serves as that documentation.

RECOMMENDED ACTION:

Authorize the mayor to sign the letter addressed to the FAA stating that the city has negotiated an agreement with JUB for the performance of procurement and installation support services related to Replacing the AWOS IIIPT Equipment: Construction Engineering Fee.

Attachments Provided: Yes No

Submitted by: Natasia Diers

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

January 26, 2026

Mr. Cameron Bryant
Denver Airports District Office
26805 E 68th Ave, Suite 224
Denver, Colorado 80249

Re: AIP 3-56-0015-029-2026
WYDOT AEM035A
Consultant Services Contract-Fee Negotiation
Kemmerer Municipal Airport
Replace AWOS III PT Equipment: Construction Engineering Fees

Dear Mr. Bryant:

Kemmerer City as managing agent of the Kemmerer Airport Administration (Sponsor) and J-U-B Engineers have negotiated a Professional Engineering Services Agreement for the performance of procurement and installation support services related to the above referenced project.

The Sponsor has reviewed J-U-B's proposal and performed a fee analysis. The Sponsor's review meets the fee analysis requirements for all A/E contracts under 2 CFR 200.323. While the scope of the proposed project is unique in nature, the Sponsor reviewed individual tasks provided within the scope and compared these tasks to similar scope tasks undertaken on recent projects. Based on the comparison of these scope items, the Sponsor finds the hours affixed to the scope tasks to be reasonable to accomplish these tasks as provided.

The Sponsor negotiated profit (fixed fee as called out in J-U-B's fee spreadsheet) as a separate line item in J-U-B's cost proposal. We feel that the proposed 15% profit is reasonable compared to other engineering projects of a similar nature and it follows industry standards. J-U-B's federally audited overhead rate is 181.60% which was used to calculate their person-hour hourly rates. The Sponsor feels that J-U-B is within an acceptable range for both hours and overall fees.

It is our recommendation that J-U-B's proposal be approved and that the FAA and WYDOT accept this statement and analysis as evidence of cost reasonableness for the approval to pursue a

contract with them for the performance of engineering services related to the above referenced project. The total engineering services fee will be \$45,000.00.

Sincerely,

Robert Bowen
Mayor
Kemmerer, Wyoming

Cc: Tim Dolan, WYDOT Div. of Aeronautics
K. A. Silvester, P.E., J-U-B Engineers, Inc.

New Business (i)

AGENDA ITEM # L NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: January 26, 2026

SUBJECT: Replace AWOS Equipment Grant Application

BRIEF DESCRIPTION/JUSTIFICATION:

The Automated Weather Observation System (AWOS) at the airport is in need of replacement. The FAA and WYDOT have funds available for airport to receive a grant for 95%/2.5%/2.5% split.:

FAA	\$237,500.00
WYDOT:	\$6,250.00
Kemmerer:	\$3,125.00
<u>Lincoln County:</u>	<u>\$3,125.00</u>
Total:	\$250,000.00

In their January 19, 2026, Airport Board Meeting the board approved the grand application as attached.

RECOMMENDED ACTION:

Authorize Mayor Thek to sign the grant agreement to Replace the AWOS System at the airport.

Attachments Provided: Yes X No

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

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision * Other (Specify)	
*3. Date Received:	4. Applicant Identifier: EMM
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-56-0015
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Kemmerer	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 80-6000070	*c. UEI: VAVJMN5DKEH4
d. Address:	
*Street 1:	220 WYO Highway 233
Street 2:	
*City:	Kemmerer
County/Parish:	Lincoln
*State: Province:	WY
*Country:	USA: United States
*Zip / Postal Code	USA: United States
e. Organizational Unit:	
Department Name: N/A	Division Name: N/A
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix:	Mr. *First Name: Chad
Middle Name:	
*Last Name:	Nielson
Suffix:	
Title: Airport Manager	
Organizational Affiliation: Kemmerer City	
*Telephone Number: 307-727-7865	Fax Number:
*Email: cnielson@kemmerer.org	

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

*Title:

Install Replacement Weather Reporting Equipment (AWOS III PT)

13. Competition Identification Number:

N/A

Title:

N/A

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

Kemmerer, Lincoln County, Wyoming

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

Replacement of all existing AWOS III/PT measuring/monitoring components, equipment, cables and sensors on existing AWOS Tower and H-Frames.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: WY-001

*b. Program/Project: WY-001

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

17. Proposed Project:

*a. Start Date: 12/15/2025

*b. End Date: 12/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 237,500
*b. Applicant	\$ 0
*c. State	\$ 6,250
*d. Local	\$ 6,250
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 250,000

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

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

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

Yes No

If "Yes", explain:

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

** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Robert
Middle Name: Mark
*Last Name: Bowen
Suffix:

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

*Telephone Number: (254) 223-3204

Fax Number:

* Email: rbowen@kemmerer.org

*Signature of Authorized Representative:

*Date Signed: 12/30/2025

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

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

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

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

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

Yes.

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

Yes.

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

Yes.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

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

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

Yes. The project will occur within the boundaries of the Kemmerer Municipal Airport, as shown on the current Exhibit "A" property map on file with the FAA's Denver ADO in Denver, CO and attached to this application. The latest Exhibit "A" does not have a date on the sheet, however the Exhibit "A" was part of an ALP package that was signed on April 5, 2013.

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

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

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

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

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

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.117
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			45,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			205,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 250,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			250,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 250,000
19. Federal Share requested of Line 18			237,500
20. Grantee share			6,250
21. Other shares			6,250
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 250,000

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Sponsor General Funds	6,250
h. TOTAL - Grantee share	\$ 6,250
25. Other Shares	Amount
a. State	6,250
b. Other	
c. TOTAL - Other Shares	\$ 6,250
26. TOTAL NON-FEDERAL FINANCING	\$ 12,500

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

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install Replacement Weather Reporting Equipment (AWOS III PT)

AIRPORT: Kemmerer Municipal Airport (EMM)

1. Objective:

Replace aging AWOS equipment with a new AWOS III PT system using the existing infrastructure that is currently in place at the Kemmerer Municipal Airport.

2. Benefits Anticipated:

Increased reliability of crucial AWOS safety equipment. Pilot safety is paramount, and giving pilots reliable weather monitoring equipment will allow them to plan their flights for safe conditions.

3. Approach: (See approved Scope of Work in Final Application)

The project will be designed per applicable and current FAA Advisory Circulars.

4. Geographic Location:

Kemmerer Airport, Kemmerer City, Lincoln County, Wyoming.
41 deg 49' 14.61"N, 110 deg 33' 16.44"W

5. If Applicable, Provide Additional Information:

No additional information

6. Sponsor's Representative: (include address & telephone number)

Mr. Robert Bowen, Kemmerer Mayor, as managing agent of Kemmerer Airport Administration
220 Wyo Highway 233
Kemmerer, WY 83101 Phone: (254) 223-3204

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 22nd day of December, 2025.

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Kemmerer

Address: 220 WYO Highway 223, Kemmerer, WY 83101

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this 22nd day of December, 2025.

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

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

Certification Statements

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

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

Yes No N/A

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

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

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 22nd day of December, 2025.

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

Certification Statements

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

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

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 22nd day of December, 2025.

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

Certification Statements

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

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

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

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this 22nd day of December, 2025.

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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

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

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

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-029-2026

Description of Work: Replace AWOS-III/PT Sensors/Equipment

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this 22nd day of Decemeber , 2025 .

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

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

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New
Business
(j)

AGENDA ITEM # J NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: 1-26-2026

SUBJECT: Change Order Airport Electrical Repair for Allwest Damage

DESCRIPTION/JUSTIFICATION:

On June 23rd 2025, during All West Communications' construction of the installation of telecommunications lines and equipment (fiber) at the Kemmerer Municipal Airport, there were at least three cuts to the wiring at the Kemmerer Municipal Airport (EMM), including electrical, resulting in a loss of power to our runway lighting, among other problems.

Allwest sub-contractors were the ones who damaged the lines and the Kemmerer Airport has an Easement Agreement with Allwest. The Airport Board recommended to the City, as the Managing Agent of Kemmerer Airport, that we contract with a firm to get it repaired, no later than Thursday August 14th 2025, then get reimbursed later from Allwest. The firm we contracted with was Sage Electric Solutions and they completed the work, including a change order Sage Electric later also submitted invoice #2440 for a change order in the amount of \$2,783.79, which work has also been completed, and which change order was approved and approved for payment by the Airport Board in its January 19, 2026 meeting.

In its January 12, 2026 Regular Meeting, The City Council approved a settlement agreement with the sub-contractor's insurance company, Employer Mutual Casualty Company, to get re-imbursed for the amount paid already to Sage Electric, as well as the \$2,783.79 change order, which has not yet been paid. The City now needs to approve the change order so that the invoice can be paid in it's next meeting. (Both are attached, as well as supporting documentation in an e-mail from Sage Electric to City Administrator Brian Muir.)

RECOMMENDED ACTION:

Authorize the City, as Managing Agent of the Kemmerer Airport, to approve Sage Electric's Change Order Field Ticket #4775 in the amount of \$2,783.79 for labor for damages Sage Electric performed to repair and replace the damaged power cables to the Kemmerer Airport Runway Lighting done by Allwest and their sub-contractors.

RECOMMENDED ACTION:

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Sage Electric Update on the Kemmerer Airport and Additional Work Required

From RYAN WILLIAMS <rwiliams@sageelectric.org>

Date Mon 8/18/2025 4:31 PM

To Brian Muir <bmuir@kemmerer.org>; cnielson@kemmerer.org <cnielson@kemmerer.org>

Cc Kimberly Silvester <ksilvester@jub.com>; KIRBY DEGRAW <Kirby@sageelectric.org>; Heidi DeGraw <Heidi@sageelectric.org>; Shay MacDonald <smacdonald@sageelectric.org>

3 attachments (7 MB)

1000005846.heic; 1000005848.jpg; Kemmerer AP.jpg;

Good afternoon,

All the airport lighting is currently on and working as it should. We will be back on location tomorrow or Tuesday the 19th to finish pulling in the replacement cables for the old vault power and to wire up the AWAS panel that were listed as an alternate cost items in our proposal. We will shut down the old vault panel for a couple of hours while we fix the conduit underground and pull in the new cables. Chad reached out today so I met with him this morning in Kemmerer to addresses why the RWY lights wouldn't shut off and why the vault building was so warm inside. We had left the manual bypass switch in the on position on all weekend and our crew had also turned on the breaker for the heater to the building. I recall the heater breaker was off originally prior to us doing any work in the vault building.

Conduit #3 – 2" Conduit PVC 40ft

- 2 - #8 5KV Airport Lighting Cables Black 1200ft
- 4 - #4 THHN 600V Black Cables 2400ft
- 1 - #8 THHN 600V Ground Green 600ft

Additional work we discovered last week - All work below is extra cost and was completed so we could get the power turned back on to the RWYs last week.

1. We were unable to remove or pull the cables out that ran underground between the road and base can by RWY 16 for conduit #3. (See attached Map for Details)
2. We decided to go ahead and test the cables with a megger and verify that the cables weren't damaged underground.
3. All cables tested good so in order to get the lights working we went ahead and provided a ground box, PVC 90-degree elbows and spliced the cables next to the road instead of at the base can by RWY 16.
4. Over by the vault building we found more damaged conduits underground. We dug up the base can and reinstalled 2" conduit in and out of the can that had been broken off underground. (See Attached Photos and Map).

I will provide a cost breakdown for the additional work tomorrow once I have all the information from the field tickets. If there are any questions, please let me know.

Ryan Williams



3101 HWY 374
 GREEN RIVER, WY 82935
 PHONE: 307-382-0648

FIELD TICKET # 4775

* change order ticket

PO#: E3176
DATE: 8-15-25
CLIENT: Kemmerer Airport
AFE:
LOCATION:
FIELD REP:
SIGNATURE:

DESCRIPTION OF WORK: Cut 2" conduits installed upsweep 90's, pulled wire in splice connections, Reused materials
 -Meggered / Identified cables

PO # 2501983

ITEM-DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
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EQUIPMENT

#19 Truck / Trailer / #50 Truck	2 hrs		
#29 Truck / 43 Truck	2 hrs		
#37 Truck / Compressor	2 hrs		

MATERIALS

order # 685168-01

LABOR

S-Mayes	5 hrs		
R-Gomez	2 hrs		
M-Mooney	5 hrs		
S-Harbeck	5 hrs		
T-Davenport	2 hrs		
A-housekeeper	2 hrs		
C-Pelluco	2 hrs		

SUBTOTAL

SAGE ELECTRIC SOLUTIONS, LLC

4996 STATE HWY 374
Green River, WY 82935

Invoice

Date	Invoice #
9/2/2015	2410

Bill To
KEMNERER AIRPORT 893 NORTH 450 WEST SPRINGVILLE, UT 84663

P.O. No	Terms	Project
E1176	Net 30	*E1176- KEMNERER AIR

Quantity	Description	Rate	Amount
	*E1176 - KEMNERER AIRPORT		
	CHANGE ORDER - (E1176) - E1175		
2	TOOLED TRUCK - #19	35.00	70.00
2	TOOLED TRAILER	25.00	50.00
5	TOOLED TRUCK - #50	35.00	175.00
2	TOOLED TRUCK - #29	35.00	70.00
2	TOOLED TRUCK - #13	35.00	70.00
2	TOOLED TRUCK - #37	35.00	70.00
5	JOURNEYMAN - S. MAYES	85.00	425.00
2	JOURNEYMAN - R. GOMEZ	85.00	170.00
5	APPRENTICE - M. MOONEY	65.00	325.00
5	APPRENTICE - S. HARBUCK	65.00	325.00
2	APPRENTICE - T. DAVENPORT	65.00	130.00
2	APPRENTICE - A. HOUSEKEEPER	65.00	130.00
2	APPRENTICE - C. PACHECO	65.00	130.00
	MATERIALS	643.79	643.79
		Total	\$2,783.79