



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, March 9, 2026**

5:00 p.m. – Pre-Meeting Workshop

Department Reports
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** March 9, 2026
- **PUBLIC HEARING:**
Liquor License transfer from Michael R. Julian to Saloon 307, LLC at 708 J. C. Penney Drive
- **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 February 23, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the mayor to sign the Single Audit Certification Form.
- **NEW BUSINESS:**
 - (a) Consider the Transfer of Retail Liquor License at 708 J. C. Penney Drive from Michael R. Julian to Saloon 307, LLC
 - (b) Rental Agreement with LCSD #1 for use of School Facilities
 - (c) Wyoming Community Foundation Grant Application for Spring 2026
 - (d) Elk Street Agreement with R&D Sweeping
 - (e) Contract for Building Inspection Services
 - (f) Authorize the mayor to sign the Revize Custom Design Web Services Sales Agreement for a new city website.

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, MARCH 23, 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

Public Hearing

NOTICE OF APPLICATION FOR ISSUANCE OF A RETAIL LIQUOR LICENSE

Notice is hereby given that on the 13th day of February, 2026, Saloon 307, LLC; dba, Stock Exchange Club, filed an application for issuance of a retail liquor license, in the office of the City Clerk, City of Kemmerer for the following described place:

708 J.C. Penney Dr.

and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m. on Monday the 9th day of March, 2026, in the City Council Chambers, 220 Wyoming Highway 233, Kemmerer, Wyoming.

Dated: February 20, 2026

Signed: Natasia Diers, City Clerk/Treasurer

Publish in legals:
February 26 and March 5, 2026

Provide proof of publication to:
Natasia Diers
220 Wyo Hwy 233
Kemmerer WY 83101

Bill to:
City of Kemmerer
220 State Highway 233
Kemmerer Wy 83101

Consent Agenda (a)

The Kemmerer City Council met in regular session this 23rd day of February, 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 David McConkie, and Councilmember Bill Price. Councilmember Brantley Popp and Councilmember Mark Quinn were absent.

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

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

DEPARTMENT REPORTS:

Mike Kahre, Chief of Police; Chad Nielson, Public Works Director; and Lois Hicks, Recreation Manager, gave department reports. Brian Muir gave the Golf and Parks Department report to the council. Natasia Diers, City Clerk-Treasurer, gave the administration department report to the council.

Councilmember McConkie made comments.

PUBLIC HEARING:

Mayor Bowen opened the public hearing on the Final Plat approval of the Gateway PUD Phase 1; 6:13 p.m. There being no comment, the mayor closed the public hearing; 6:13 p.m.

VISITORS' COMMENTS AND PETITIONS:

None.

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of February 9, 2026, as presented;
 - (b) Approval of the payment of the bills, payroll, and ACH payments as presented;
- | | | | |
|-------------------------------------|----------|------------------------------|-----------|
| 18793 UMWA | \$198.60 | 18794 Bridger Valley Propane | \$937.69 |
| 18795 Brost, Jeffrey | 420.00 | 18796 Custer, Liam | 75.00 |
| 18797 Deardon, Brexton | 75.00 | 18798 Elliot Equipment Co. | 68.26 |
| 18799 Enbridge Gas Utah | 5,603.73 | 18800 Evans, Kenna | 75.00 |
| 18801 Fossil Basin Promo Board | 5,760.42 | 18802 Golden Threads | 44.00 |
| 18803 Gunter's Service | 4,594.59 | 18804 Hooton Tech, LLC | 12,580.00 |
| 18805 Intermountain Sweeper Co. | 5,862.00 | 18806 J Solutions, Inc. | 50.00 |
| 18807 Jorgensen Associates, Inc. | 5,478.66 | 18808 Kemmerer Gazette | 573.40 |
| 18809 Lincoln County Sheriff Office | 2,520.00 | 18810 Muir, Michelle | 21.32 |

18811 Norco, Inc.	155.50	18812 One-Call of Wyoming	82.75
18813 Outlaw Supply, Inc.	1,669.50	18814 Pacesetter K9, LLC	13,000.00
18815 Sage Electric, LLC	2,783.79	18816 Sage Electric, LLC	75.00
18817 UMB Card Center	18,285.67	18818 Wells Fargo Financial Service	619.47
2/11/26 Federal Tax Deposit-ACH	14,288.43	2/11/26 Net Payroll Deposit-ACH	49,322.95
2/11/26 AFLAC-ACH	12.24	2/11/26 Expert Pay-ACH	1,270.52
2/11/26 Orchard Trust-ACH	1,200.00		

- (c) Accept the resignation for Keith Rasmussen from the Fossil Island Golf Advisory Board;
- (d) Authorize the mayor to sign the lease with Sheena Sellers for Old Town Hall Suite 101;
- (e) Authorize the mayor to sign the Mosquito Grant voucher for grant reimbursement.

OLD BUSINESS:

- (a) Motions was made by Councilmember Batista to Pass, Approve and Adopt on 3rd Reading Ordinance No. 2026-901, Amending City- and County-owned parcels from RA-Residential and A-Agricultural Zones to I-1, Light Industrial Zone; seconded by Councilmember McConkie and unanimously approved by council present.

NEW BUSINESS:

- (a) Motion was made by Councilmember Price to approve the Final Plat of The Gateway Development 1A PUD, contingent to receiving a signed Development Agreement and correcting the proper name of the previous plat and verifying the names with title and parties and upon signing of the final plat, vacate the Gateway PUD Phase One plat; seconded by Councilmember Batista and unanimously approved by council present.

COMMENTS:

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

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the regular meeting; 6:34 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

RACHEL WOOD
DEPUTY CITY CLERK

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
COMBINED CASH FUND						
01-11750 UTILITY CASH CLEARING						
99137	COOPER, BRANDI	REFUND	OVERPAYMENT REFUND	03/02/2026	105.00	
GENERAL FUND						
10-14230 DUE FROM OTHERS						
19010	SHUMS CODA ASSOCIATES	12024	BUILDING INSPECTIONS - JUST	02/28/2026	240.00	
23015	WESTAR PRINTING LLC	65546	OTH SIGNS - S. THATCHER	03/04/2026	144.00	
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	04-26	HEALTH INSURANCE - 04/26	03/04/2026	42,070.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	04-26	DENTAL INSURANCE - 04/26	03/04/2026	2,052.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	04-26	LIFE INSURANCE - 04/26	03/04/2026	297.00	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	04-26	VISION INSURANCE - 04/26	03/04/2026	285.62	
ADMINISTRATION						
10-43-360 CONTRACTUAL SERVICES						
10072	ACTIVE INTERNET TECHNOLO	INV095732	CITIZEN NOTIFICATION SYSTE	03/02/2026	1,500.00	
14015	NETWIZE	55351	ADMIN - COMPUTER SUPPORT	02/27/2026	854.84	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	ADMINISTRATION LONG DISTA	03/01/2026	3.80	
70275	GOTO TECHNOLOGIES USA, IN	INV710523285	MONTHLY PHONE SERVICE - A	03/01/2026	194.05	
17099	CENTURYLINK	2345-0326	ADMINISTRATION	03/01/2026	41.36	
17099	CENTURYLINK	2355-0326	ADMINISTRATION	03/01/2026	32.86	
17099	CENTURYLINK	3189-0326	ADMINISTRATION	03/01/2026	82.71	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - BM	02/26/2026	37.53	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	02-19-26	CITY COUNCIL MINUTES	02/19/2026	500.20	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR14897429	COPY IMAGES - ADMIN	03/02/2026	113.71	
10-43-830 INSURANCE						
20002	TEGELER & ASSOCIATES	20703	ADD 2021 DURANGO - PD	02/27/2026	156.00	
CITY HALL COMPLEX						
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8405-0226	JANITORIAL- CITY HALL	02/28/2026	367.50	
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6137043761	CELL PHONE - WB	02/26/2026	37.53	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0226	WATER - 226 HIGHWAY 233	02/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0226	WATER CITY HALL REAR	02/25/2026	319.82	
11015	K-D JOINT POWERS BOARD	7221910-0226	WATER CITY HALL FRONT	02/25/2026	105.01	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0226	SEWER - 226 HIGHWAY 233	02/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0226	SEWER CITY HALL REAR	02/25/2026	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0226	SEWER CITY HALL FRONT	02/25/2026	44.17	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	110984015	FUEL - PD	02/28/2026	1,577.69	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	POLICE DEPT LONG DISTANCE	03/01/2026	.95	
70275	GOTO TECHNOLOGIES USA, IN	INV710523285	MONTHLY PHONE SERVICE - P	03/01/2026	60.99	
14015	NETWIZE	55351	POLICE - COMPUTER SUPPOR	02/27/2026	367.78	
17099	CENTURYLINK	2345-0326	POLICE DEPT	03/01/2026	41.35	
17099	CENTURYLINK	2355-0326	POLICE DEPT	03/01/2026	32.85	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - PD (3)	02/26/2026	112.59	
22016	VERIZON WIRELESS	6137043761	TABLETS - PD (7)	02/26/2026	140.14	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
22016	VERIZON WIRELESS	6137043761	KPD CAMERA	02/26/2026	40.01	
ANIMAL CONTROL						
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0226	WATER - ANIMAL SHELTER	02/25/2026	67.03	
STREET MAINTENANCE						
10-66-280 EQUIPMENT MAINTENANCE						
20100	BOBCAT OF ROCK SPRINGS	58130	STROBE LIGHT KIT/HARNES	02/02/2026	491.72	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	STREET DEPT. LONG DISTANC	03/01/2026	.62	
14015	NETWIZE	55351	STREETS - COMPUTER SUPPO	02/27/2026	59.69	
17099	CENTURYLINK	2374-0326	STREET DEPT	03/01/2026	42.72	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - CN	02/26/2026	45.48	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0226	WATER - 213 PINE	02/25/2026	68.25	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0226	SEWER - 213 PINE	02/25/2026	32.92	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0326	DUMP TRUCK LEASE	02/17/2026	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	62X00115	LANDFILL FEES - 0226	02/28/2026	7,599.00	101.32 TONS
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	STREET DEPT. LONG DISTANC	03/01/2026	.37	
17099	CENTURYLINK	2374-0326	SANITATION DEPT	03/01/2026	22.99	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - JB	02/26/2026	41.68	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	52379	POSTAGE UTILITY BILLS	02/28/2026	246.10	
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	52379	PRINT UTILITY BILLS	02/28/2026	52.08	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0226	WATER - 213 PINE	02/25/2026	36.76	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0226	SEWER - 213 PINE	02/25/2026	17.72	
PARKS MAINTENANCE						
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	PARKS LONG DISTANCE	03/01/2026	.95	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0226	PP&L SUBSTATION	02/25/2026	67.03	
11015	K-D JOINT POWERS BOARD	7221890-0226	WATER - PARKS SHOP	02/25/2026	103.89	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-360 CONTRACTUAL SERVICES						
13012	MC2 ENGINEERING & CONSTR	6301	SR4A MATCHING GRANT APPLI	02/11/2026	3,150.00	
19010	SHUMS CODA ASSOCIATES	12023	PLAN REVIEWS - 0125	02/28/2026	212.50	
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	INV710523285	MONTHLY PHONE SERVICE - P	03/01/2026	11.09	
10-86-440 ADVERTISING						
11020	KEMMERER GAZETTE	02-12-26	P.H. PROPOSED SUBDIVISION -	02/13/2026	48.80	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	03-26	PROSECUTING ATTORNEY - 03	03/01/2026	2,250.00	
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	COURT LONG DISTANCE	03/01/2026	.95	
70275	GOTO TECHNOLOGIES USA, IN	INV710523285	MONTHLY PHONE SERVICE - C	03/01/2026	11.09	
CAPITAL PROJECTS FUND						
EVENTS, CULTURE AND TRAINING						
26-72-022 FISHING POND REHAB						
10078	ACE HARDWARE	02/26	FISH POND SIGN	02/25/2026	19.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	55351	GOLF MAINT - COMPUTER SUP	02/27/2026	29.82	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0226	WATER - GOLF MAINT SHOP	02/25/2026	67.03	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0226	SEWER - GOLF MAINT. SHOP	02/25/2026	50.64	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	55351	CLUBHOUSE - COMPUTER SUP	02/27/2026	29.82	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - GOLF CLUBHOU	02/26/2026	49.63	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0226	WATER - RV SPACE	02/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0226	WATER - CLUBHOUSE	02/25/2026	15.00	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0226	SEWER - RV SPACE	02/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0226	SEWER - CLUBHOUSE	02/25/2026	15.00	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3370	PEST CONTROL - AIRPORT	03/04/2026	100.00	
15020	OUTLAW SUPPLY, INC.	8404-0226	JANITORIAL - AIRPORT	02/28/2026	94.50	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	AWOS SYSTEM	03/01/2026	2.80	
30100	CENTURYLINK COMMUNICATIO	2350L-0326	AIRPORT LONG DISTANCE	03/01/2026	.95	
17099	CENTURYLINK	2343-0326	AIRPORT	03/01/2026	90.51	
17099	CENTURYLINK	3534-0326	AIRPORT	03/01/2026	70.71	
17099	CENTURYLINK	9838-0326	AWOS	03/01/2026	65.71	
22016	VERIZON WIRELESS	6137043761	TABLET AND CELL PHONE - AIR	02/26/2026	57.55	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-0226	WATER POINT KEY A-10	02/25/2026	67.01	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	193558	ENG - REHAB RWY LIGHTING &	02/19/2026	7,925.97	
55-75-016 REPLACE AWOS EQUIPMENT						
10069	JUB ENGINEERS INC	193633	ENG. REPLACE AWOS EQUIPM	02/20/2026	2,242.68	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3370	PEST CONTROL - REC CENTER	03/04/2026	75.00	
14015	NETWIZE	55351	REC - COMPUTER SUPPORT	02/27/2026	367.78	
15020	OUTLAW SUPPLY, INC.	8408-0226	JANITORIAL - REC CENTER	02/28/2026	477.75	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	REC CENTER LONG DISTANCE	03/01/2026	.95	
17099	CENTURYLINK	2365-0326	REC CENTER	03/01/2026	98.71	
17099	CENTURYLINK	2366-0326	REC CENTER	03/01/2026	65.71	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0226	WATER - REC CENTER	02/25/2026	214.05	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0226	SEWER - REC CENTER	02/25/2026	50.64	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0326	OUTDOOR POOL	03/01/2026	82.71	
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3370	PEST CONTROL - EVENT CENT	03/04/2026	85.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
15020	OUTLAW SUPPLY, INC	8407-0226	JANITORIAL - EVENT CENTER	02/28/2026	766.50	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0326	EC ALARM	03/01/2026	1.40	
14015	NETWIZE	55351	SLTEC - COMPUTER SUPPORT	02/27/2026	337.96	
17099	CENTURYLINK	2226-0326	EVENT CENTER	03/01/2026	65.72	
22016	VERIZON WIRELESS	6137043761	CELL PHONE - EVENT CENTER	02/26/2026	49.63	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-0226	WATER - EVENTS CENTER	02/25/2026	214.05	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0226	SEWER - EVENTS CENTER	02/25/2026	69.26	
57-43-860 SPECIAL PROJ & PROGRAMS						
99254	DEARDEN, BREXTON	300-B	8TH GRADE DC - DINNER SERV	02/03/2026	75.00	
VISITORS' SERVICES						
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0226	WATER - VISITOR CENTER	02/25/2026	67.03	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0226	SEWER - VISITOR CENTER	02/25/2026	50.64	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3370	PEST CONTROL - OTH	03/04/2026	30.00	
15020	OUTLAW SUPPLY, INC.	8406-0226	JANITORIAL- 700 CEDAR	02/28/2026	147.00	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0326	700 CEDAR	03/01/2026	61.21	
17099	CENTURYLINK	2254-0326	700 CEDAR	03/01/2026	61.21	
17099	CENTURYLINK	2915-0326	700 CEDAR	03/01/2026	79.51	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0226	WATER 700 CEDAR	02/25/2026	67.03	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0226	SEWER 700 CEDAR	02/25/2026	44.96	
KEMMERER POWER STATION UNIT 1						
71-43-200 ACQUIRE POLICE K9						
23048	WYOMING ST BOARD OF PHAR	2026	K9 HANDLER LICENSE	02/13/2026	80.00	
Grand Totals:					86,918.51	

Consent Agenda (c)

AGENDA ITEM # C (NB OB CONSENT)

Department: Administration

Meeting Date: March 9, 2026

SUBJECT: Single Audit Certification Form

BRIEF DESCRIPTION/JUSTIFICATION:

The City of Kemmerer is required by 2CFR 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, to submit an annual single audit certification form. The form requires certification that the City of Kemmerer has or has not received and expended more than \$750,000 in federally awarded funds. If the city has, the city is required to submit the single audit to the State of Wyoming. For FY 2025, the City of Kemmerer received and expended \$103,872.93 in federally awarded funds for the airport and the fishing pond rehab project. Therefore, we are exempt from the single audit requirement for FY 25.

RECOMMENDED ACTION: Authorize the mayor to sign the single audit certification form for Fiscal Year End 6/30/2025..

Attachments Provided: Yes X No

Submitted by: Natasia Diers



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



Darin J. Westby, P.E.
Director

SINGLE AUDIT - CERTIFICATION FORM

SECTION A - Entity Information			
Entity Name: <u>City of Kemmerer</u>		Fiscal Year Ending: (MM/DD/YYYY) <u>6/30/2025</u>	
Street Address: <u>220 State Hwy 233</u>		EIN #: <u>83-6000070</u>	
City: <u>Kemmerer</u>	State: <u>WY</u>	Zip: <u>83101</u>	
Contact Name: <u>Natasia Diers</u>		Title: <u>City Clerk-Treasurer</u>	
Phone: <u>307-828-4081</u>	Fax: <u>307-828-2355</u>	Email: <u>ndiers@kemmerer.org</u>	
SECTION B - Independent Auditor Information			
Firm Name:			
Street Address:			
City:	State:	Zip:	
Phone:	Fax:	Email:	
SECTION C - Subject to Single Audit Requirements			
<input type="checkbox"/> AUDIT ELIGIBLE - Our entity is subject to the Single Audit requirements. Our entity expended \$750,000 or more in total Federal Awards for the fiscal year end noted above. Note: Submission of your Single Audit Report and any Management Letters is required to be sent to WYDOT Internal Review at the time you submit your Federal Audit Clearinghouse reporting package.			
Date audit report is expected to be issued: _____			
SECTION D - Exempt from Single Audit Requirements			
<input checked="" type="checkbox"/> EXEMPT STATUS - Our entity is exempt from the Single Audit requirements for the following reason (check one):			
<input checked="" type="checkbox"/> Our entity expended less than \$750,000 in total Federal Awards for the fiscal year noted above.			
<input type="checkbox"/> Our entity is a for-profit organization and is not subject to the Single Audit requirements.			
Note: Your entity is not required to submit any other documentation. However, you are required to have your records available for audit.			
SECTION E - SIGNATURE SECTION			
I am this entity's representative who is authorized to sign financial documents. I certify that we are in compliance with Federal laws and regulations. The statements made herein are true and correct to the best of my knowledge.			
Representative Signature: _____		Date: <u>3-9-26</u>	
Representative Printed Name: <u>Robert Bowen</u>		Title: <u>Mayor</u>	

New Business (a)

AGENDA ITEM # A (New Business)

Department: Administration

Meeting Date: March 5, 2026

SUBJECT: Transfer for Retail Liquor License from Mike Julian to Saloon-307, dba Stock Exchange Club

BRIEF DESCRIPTION/JUSTIFICATION:

Mike Julian has authorized the transfer of the retail liquor license from himself to Saloon-307, doing business as Stock Exchange Club. Phillip Williams has submitted an application for the transfer of the retail liquor license.

The application was forwarded to the Wyoming Liquor Division on February 22, 2026. As of March 5, 2026, the State has not notified the City of any discrepancies with the application. The applicant has provided the City with all required documentation.

RECOMMENDED ACTION: Authorize the transfer of the retail liquor license from Mike Julian to Saloon-307, dba Stock Exchange Club.

Attachments Provided: Yes No

Submitted by: Natasia Diers

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Transf. from:		
1 st Reviewer:		/ /
2 nd Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk	Local License # <u>Retail # 01</u>
--	------------------------------------

Filing in Jurisdiction:

CITY or TOWN OF: Kemmerer, WY

COUNTY OF: Lincoln

Fees Annual License Fee: \$ _____

Prorated License Fee: \$ _____

Transfer Fee: \$ 100.00

License Term: 03, 10, 2026 Through 07, 31, 2026

Date filed with clerk: 02, 13, 2026

Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) 02, 26, 2026 & 03, 05, 2026

Public Hearing Date: 03, 09, 2026

Publishing Fee \$ 60.00

Publishing Fee Direct Billed to Applicant:

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!

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

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): Saloon-307, LLC

Doing Business As (DBA) / Trade Name: Stock Exchange Club

Building to be licensed / Building Address: 708 J.C. Penney Drive
(Address Number, and Suite or Unit Number, and Street or Road Name)

Kemmerer WY 83101 Lincoln
City State Zip County

Local Mailing Address: P.O. Box 254 Kemmerer WY 83101
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

Kemmerer WY 83101 Lincoln
City State Zip County

Business Telephone Number: 307 877-3244 Fax Number: _____

Business E-Mail Address: 440658@gmail.com

Business Primary Contact: Philip Williams
First Name Last Name

SECTION 2: FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL | GENERAL PARTNERSHIP | LP | LLP | LLLP | LLC | LC | CORPORATION (INC)

NON-PROFIT CORPORATION (NCORP) | POLITICAL SUBDIVISION | ORGANIZATION | OTHER _____

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

NEW LICENSE OR PERMIT | RENEWAL OF LICENSE OR PERMIT

TRANSFER OF LOCATION | TRANSFER OF OWNERSHIP* | TRANSFER OF OWNERSHIP* and LOCATION

*For a Transfer of Ownership: Attach a Form of Assignment | Formerly Held by: Michael R Julian DBA Stock Exchange Club

SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales

RETAIL LIQUOR LICENSE | COUNTY MALT BEVERAGE PERMIT | MICROBREWERY PERMIT

WINERY PERMIT | WINERY SATELLITE PERMIT | MANUFACTURER SATELLITE PERMIT

(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vii))

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

(b) Licenses and Permits Authorized for ONLY On-Premise Sales

RESTAURANT LIQUOR LICENSE | BAR AND GRILL LIQUOR LICENSE | SPECIAL MALT BEVERAGE PERMIT

RESORT LIQUOR LICENSE | RESORT HOTEL LIQUOR LICENSE | RESORT LIQUOR LICENSE-SKI RESORT

LIMITED RETAIL LIQUOR LICENSE (CLUB) | GOLF CLUB | VETERANS CLUB | FRATERNAL CLUB | SOCIAL CLUB

SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)

COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) | GOLF CLUB (W.S. 12-5-201(f)) | GUEST RANCH (W.S. 12-5-201(f))

Other: _____

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

SEASONAL | MONTHS OF OPERATION: from _____ to _____ All Year (Jan-Dec)

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

HOURS OF OPERATION: from 6 AM to 2 AM 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

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

Does the Applicant own or lease the licensed building?

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

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

- (i) The lease term expiration date is: ___/___/___; or, [] Does not expire / Automatically Renews

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

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

- (iii) Sales provision for alcoholic or malt beverages located, on page(s) ___ paragraph(s) ___

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

- (c) RENEWAL ONLY: The lease is current and on file with the Licensing Authority. [] YES [] NO

- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-801(b)

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

- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there with.

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

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

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

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

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

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

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

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

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

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

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

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

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

Does the resort complex:

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

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

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) YES NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) YES NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) YES NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) YES NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) YES NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) YES NO
 - (i) If YES to (f), attach a copy of the contract or subcontract.
 - (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. YES NO
 - (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

10. MICROBREWERY PERMIT:

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

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? YES NO
If YES to (a); contact the Wyoming Liquor Division for further information.

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

- (b) **Malt Beverage Production**
 - Minimum barrel production required for the current license term: **50.00**
 - (i) Barrels produced to date for the current license term: _____
 - (ii) Variance: _____
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law? YES NO
 - (i) If NO to (c), attach a written explanation.

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

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

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

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

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

- (a) Does the golf club have more than fifty (50) bona fide members? YES NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? YES NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? YES NO
 - (i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) YES NO
 - (ii) If YES, is a copy of the food and beverage contract or lease attached? YES NO
 - (iii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. YES NO
 - (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract.

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

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

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

Each individual, partner or officer (as applicable) listed below must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Philip S Williams	7-24-1988	168 Cobble Creek Drive EVANSTON, WY	307-708-2360	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Philip E Williams	7-24-1988	168 Cobble Creek Drive EVANSTON WY 82930	307-708-2360	2	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

FILING FOR NEW, OR ANY TYPE OF TRANSFER

- A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR RENEWAL

- A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

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

STATE OF WYOMING)
COUNTY OF LINCOLN) SS.

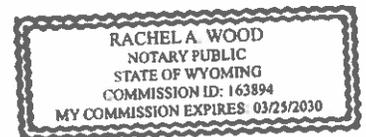
Signed and sworn to before me on this _____ day of _____, 20____ that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Philip E. Williams</u> (Signature)	<u>Philip E. Williams</u> (Printed Name)	<u>owner</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal: Rachel A. Wood
Signature of Notary Public

(SEAL)

My commission expires: March 25, 2030



Mayor Bowen and Kemmerer City Council

I am requesting the transfer of Liquor License #2890, Michael R Julian to Saloon-307, LLC dba Stock Exchange Club. Also I will authorize the use of my license by Saloon-307, LLC dba Stock Exchange Club to order from the State of Wyoming Liquor division, Western Wyoming Beverages and Teton Distributors only until the transfer of the license is complete.

Thank you

A handwritten signature in black ink that reads "Michael R Julian". The signature is written in a cursive style with a large, stylized "J" at the end.

Michael R Julian

New
Business
(b)

AGENDA ITEM # b (NB) OB CONSENT)

Department: Recreation

Meeting Date: March 9, 2026

SUBJECT: LCSD #1 Rental Agreement for use of school facilities & Facility Checkout

BRIEF DESCRIPTION/JUSTIFICATION:

This is an agreement for the NEW Rec Program of Outdoor Soccer to use the old football field for their practices and games. There will be a total of 35 hours of use for the practices and games. The cost, if they choose to charge, will be \$350. We will have to have a porta-potty set that is estimated to cost approximately \$145.

RECOMMENDED ACTION:

Authorize staff to submit the agreement and facility checkout for the use of the old football field to Lincoln County School District #1.

Attachments Provided: Yes No

Submitted by: Lois Hicks



Lincoln County School District #1 Rental Agreement for Use of School Facilities

draft saved: 13 seconds ago



[Complete Later](#)

All persons using and renting school premises or property, fixtures, and appurtenances thereto, which persons are hereinafter referred to as LESSEE, shall at all times keep such premises and property in a clean, sightly, and healthy condition and shall not use or suffer or permit any person or persons to in any manner whatsoever use said premises or property for any purpose in violation of the laws of the United States and State of Wyoming or ordinances and regulations of the City (Town) of Kemmerer/Diamondville or any lawful authority. Upon the expiration of any lease, right, or permit to use such premises or property, such LESSEE shall yield and surrender back to the school all of said premises and property in the same condition of cleanliness, repair, and sightliness as when received, loss by fire and reasonable wear-and-tear excepted.

In the event said premises and property are not kept in a clean, sightly and healthy condition or are not surrendered back to the school in the same condition of cleanliness, repair, and sightliness as when received, the school may replace such premises and property to the same condition of repair, sightliness, healthfulness, and cleanliness as existed when said premises or property were received by the LESSEE, and such LESSEE agrees, by acceptance of the right to lease or use said premises and property, to pay to the school, in addition to any rents to be paid, the expenses incurred by the school in thus restoring such premises and property, together with all costs and attorney fees incurred by the school in collecting the amount thereof from the LESSEE.

User does further agree to indemnify and hold the Board of Trustees, all school district employees, and the school district, harmless from any and all liability arising out of any injury or property damage in any way associated with the use of the facilities by user, its members and/or invitees (guests). User agrees to reimburse all costs paid by District or its insurer to repair or replace damaged property and all costs and attorney fees to defend any claim brought against District, its Board of Trustees or employees, and to pay any damage which District, its Board of Trustees or employees may be required to pay as a result of any claim arising out of the use by user, including claims of negligence against District, its Board of Trustees or employees.

The LESSEE has read and agrees to the insurance requirements listed below for use of the building outlined below for the date(s) and time listed below.

ALL SCHOOL ACTIVITIES SHALL HAVE PRECEDENCE OVER ANY OTHER GROUP IN THE SCHEDULED USE OF FACILITIES.

ALL RENTALS WILL BE SUBJECT TO PRIOR APPROVAL OF THE SUPERINTENDENT OR HIS DESIGNEE.

Community Use of School Facilities Policies

- KF
- KF-R

First Name

ⓘ required

Lois

Last Name

ⓘ required

Hicks

Full Name

Lois Hicks

Email 

ⓘ required

lhicks@kemmerer.org

Phone Number

ⓘ required

(307) 828-2365

Street Address

ⓘ required

1776 Del Rio Dr

City

ⓘ required

Kemmerer

State

ⓘ required

Wyoming

Zip Code

ⓘ required

83101

School

ⓘ required

- Canyon Elementary School
- Kemmerer Junior / Senior High School

Facility Name

ⓘ required

- CES Gym
- CES Cafeteria
- KJSHS Library
- KJSHS Auditorium
- KJSHS Aux Gym
- KJSHS Main Gym
- KJSHS Cafeteria
- Football Stadium

The Pit

Insurance with limit of no less than \$1,000,000?

ⓘ required

Yes



Proof of Insurance

ⓘ required

View PDF

Remove Proof of Liability Insurance FY 24-25 (2).pdf

Organization Type

ⓘ required

Class II: Civic clubs, recreation center, charitable and character-building organizations and other

Date(s) of Rental

ⓘ required

May 4,5,6,11,12,13,18,19,20,28,29 June 1,2,3

Time Facility is needed

ⓘ required

4:30-7pm

Total Rental Hours (Class II)

ⓘ required

35 hours

Facility Rental Fee (Class II)

350.00

Equipment Needed?

ⓘ required

Yes

No

Technology Needed?

ⓘ required

Yes

No

Additional information

we would want the field mowed so that we can paint lines on the grass. Also, use of the shed to store goals

The person signing as Lessee represents that he/she is authorized on behalf of the organization renting the facilities to enter into this agreement and to bind the organization and its members.

ⓘ required

× Clear

Submit

Another form lovingly crafted with





Code: KF-R

COMMUNITY USE OF SCHOOL FACILITIES

RESPONSIBILITY FOR FACILITY CARE

All persons and groups using or renting school premises or property shall assume responsibility for all damage that occurs while said property or premises are being used or rented. The user shall pay the costs that may be incurred by the district in making needed repairs and replacements. The user shall indemnify and hold the Board of Trustees, school district employees, and the school district, harmless from any liability arising from any injury or property damage resulting from or in any way arising out of the use of school facilities by persons or community organizations.

SCHEDULE OF RENTAL CHARGES FOR USE OF SCHOOL FACILITIES

Class I:

Student organizations, classes, clubs, teacher organizations, school-affiliated parent organizations, such as PTA and booster organizations, the community college and/or similar organizations having a direct connection with education. When these groups are sponsoring activities for which no admission is charged, as well as any school district-sponsored activities and/or county and city or town governmental activities (i.e., elections, council meetings, etc.).

No rental fee.

Charges may be assessed for custodial services depending upon the nature and time of the event. Class II:

Civic clubs, recreation center, charitable and character-building organizations and other organized non-profit groups, but not including religious organizations which are conducting meetings or programs devoted to community education and/or child education for which no admission is charged.

Rental rate: \$10/hour plus custodial fees

High school, middle school, or
other gymnasium,
Auditorium,
Cafeteria or any school
facilities.



district policies preventing use or possession of alcohol, drugs or tobacco while on school premises.

Permission for use of district facilities does not constitute a district endorsement of any organization, the beliefs of an organization or group, nor the expression of any opinion regarding the nomination, retention, election or defeat of any candidate or the expression of any opinion as to the passage or defeat of any issue.

The superintendent or his designee, which may be the building administrator, shall be responsible for approving or disapproving requests for public use of facilities under their supervision. A "Request for Use of Facilities" form must be filled out by the authorized representative of the

organization requesting use of the building and approved by the superintendent or his/her designee as part of each request.

Individual groups and organizations using school facilities are responsible to clean up and leave the facility in the same condition that it was prior to use. Principals or their designee will evaluate the condition of the facility both before and after its use. Failure to clean up after use may result in denial of further use.

Consumable supplies and materials are not available for public use without approval of the principal and payment of a fee to cover the costs. School lunch commodities may not be donated or sold for use by the public.

Video, computer, electronic, sound, or other technical equipment shall not be utilized outside of the school facilities without written authorization from the principal or superintendent and may be utilized only on school premises when operated by a person knowledgeable and trained in its use. All such use must be specifically approved by the building administrator prior to its use and an additional charge may be assessed for the use of such equipment when deemed appropriate by the superintendent or his designee.

Whenever food is prepared in the kitchen and served at the school, a cook who regularly works in that kitchen must be present. The cook will be paid by the group at the same hourly rate paid by the district. The cook need not be present if food is carried in and served.

Private or for-profit businesses, corporations, organizations or persons will be permitted to utilize the school facilities, as stated in Policy KF-R Class III pay rate. Pay rate can be waived by the Superintendent.

Permission to utilize facilities on school holidays when employees are not available to open up buildings, etc. may be denied. In the event it is necessary to pay any school employee overtime or extra pay due to holidays, weekend use, or after normal work hour use, an additional fee may be charged.

The Board of Trustees reserves the right to refuse approval or to cancel any and all permits issued for the use of school buildings or its facilities when it is deemed that such action is necessary for the best interests of the district.





Code: KF

COMMUNITY USE OF SCHOOL FACILITIES

The public school facilities are provided by the people in order that the youth of the community may receive the benefits of a sound educational program. Although this is the basic purpose for which the schools are built, the complete educational function is not achieved until the school facilities are made to serve the community. School facilities should not be used for personal or commercial activities, but instead the use of school facilities should demonstrate a benefit to the school.

To accomplish this objective, when possible, use may be made of school plants for student-related activities which are educational, recreational, and/or cultural. These student-related activities will be given priority over community-based activities. Activities held by approved student organizations, faculty groups, or student-related parent groups will be rental free.

Community-based groups may be assessed appropriate fees to use a facility and shall also pay the full hourly rate of any school district employee required to be in attendance or to clean up after any group utilizing the facilities. Any requests for use of facilities on a continuing basis will be periodically reviewed. No application shall be valid for more than one (1) year. In the case of a particular activity or performance where more than one performance or show is to be presented within a period of one week, the request for the use of facilities should specify that more than one performance or meeting will be held, the times of the performance and meetings, and the days during the week when it will be held.

Usage of school facilities may be restricted to groups residing within the school district. The Board of Trustees of the school district reserves the right to make final decisions concerning the use of facilities.

The Board may require the renting organization to assume all liability for injury or damage to individuals or property and to indemnify and hold harmless the Board, the employees of the school district, and the school district from any loss or damage. In the case of large groups for which admission will be charged, the Board may further request proof of liability insurance. The person, group or organization requesting use of the school facilities shall observe all fire and safety regulations. In addition, groups or persons utilizing school facilities shall comply with all school district policies, specifically including, but not limited to, school district policies preventing use or possession of alcohol, drugs or tobacco while on school premises

LOCAL GOVERNMENT LIABILITY POOL

6844 Yellowtail Rd. Cheyenne, WY 82009
Cheyenne area: 307-638-1911 Fax: 307-638-6211
Website: lglpwyoming.org E-mail: lglp@lglp.net

MEMORANDUM OF LIABILITY COVERAGE

DECLARATION PAGE

MEMBER AGENCY: City of Kemmerer

ADDRESS: 220 State Highway 233
Kemmerer, WY 83101

MEMBER DEDUCTIBLE: \$2,500 per occurrence

COVERAGE LIMIT: For covered claims under the Wyoming Governmental Claims Act:

- \$250,000 - per claimant per occurrence and \$500,000 - per occurrence for all claimants, except
- For claims under W.S. 1-39-110(b), \$1,000,000 – per occurrence for all claimants as limited by W.S. 1-42-202(b)(iv)

For covered claims under federal law:

- \$1,500,000 - per occurrence for all claimants

For covered out-of-state claims

- Per occurrence for all claimants - The lesser of: the statutory cap on damages for out-of-state governmental entities as recognized by the State where the occurrence took place or \$1,500,000.

Maximum annual aggregate for all claims

- \$5,000,000 – annual aggregate

COVERAGE PERIOD: July 1, 2024-June 30, 2025



External Facility Checkout

Facility check-out forms need to be requested and approved at least **3 days in advance of facility use.**

First Name

ⓘ required

Lois

Last Name

ⓘ required

Hicks

Full Name

Lois Hicks

Email 

ⓘ required

External Facility Checkout

draft saved: 0 seconds ago 

[Complete Later](#)

School

ⓘ required

- CES
- DO
- KJSHS
- NFHS

KJSHS Facility Needed

ⓘ required

- Library

- Auditorium
- Aux Gym
- Main Gym
- Commons

The Pit

Purpose of Facility Checkout

required

Practice and Games for K-3 Outdoor Soccer program

Date(s) Facility is needed:

required

May 4,5,6,11,12,13,18,19,20,26,27 June 1,2,3

Time(s) Facility is needed:

required

4:30pm - 7pm

Additional Information

WE would need to field mowed so we are able to add stripping for soccer fields. Also, the storage sh

Equipment needed (if applicable)

required

Technology Needed?

required

- Yes
- No

Signing below states that you agree to accept the facility and the equipment in the condition mutually agreed upon by yourself and the manager and understand that it must be returned in the same condition. If damage occurs, you agree to take financial responsibility for needed repairs and/or replacements, and to see that it is reported immediately to either the manager or principal.

required

× Clear

Submit

Another form lovingly crafted with



New
Business
(c)

AGENDA ITEM # C (NB) OB (CONSENT) Department: Admin-EC
Meeting Date: 3-9-2026

SUBJECT: Wyoming Community Foundation (WYCF) 2026 spring grant application

BRIEF DESCRIPTION/JUSTIFICATION: A yearly grant that the City applies for to help several city departments; this year including the event center to do front concrete work (\$59,400), the golf department to get a used fairway mower (\$19,500), the parks department to purchase a Toro mower (\$16,210) and the usual request for operations cost for the Rec center (\$25,000).

RECOMMENDED ACTION: Approve Kaylynn to submit the online application.

Attachments Provided: Yes No

Submitted by: Kaylynn Williams

City of Kemmerer Improvement, Equipment and General Operating

*Wyoming Community Foundation Competitive Grant - Spring 2026 -
WYCF*

City of Kemmerer

Kaylynn Williams
220 St. Hwy. 233
Kemmerer, WY 83101

bmuir@kemmerer.org
O: 307-828-2365

Kaylynn Williams

kwilliams@kemmerer.org

Application Form

Organization Information

This application is for the Wyoming Community Foundation (WYCF) General Competitive Grant - Spring 2026 Cycle.

Deadline to submit your application: 11:59 pm MT, March 16, 2026.

If you need assistance, please contact program staff at 307-721-8300 or cassandra@wycf.org

If you intended to apply to a different grant program, please return to the "apply" page to view other available opportunities.

WYCF Funding Priorities*

- The Wyoming Community Foundation's highest priorities are community based projects seeking long term impact.
- WYCF understands the importance of operating dollars and we are proud to provide General Operating grants.
- Capital Campaigns are low priority for WYCF. If you have questions, please contact Programs Staff at (307)721-8300.

I have read and understand WYCF's funding priorities.

If applicable to your organization's work, below are helpful links to resources offered by the Wyoming Community Foundation and its priority funds.

Wyoming Women's Foundation Self-Sufficiency Standard

Wyoming Community Foundation's Kids Count Data

Wyoming Afterschool Alliance Resources for education and afterschool programming

The following information about your organization can be imported directly from GuideStar.org (GS). To import from Guidestar, please hover your mouse over the star symbol of each section. Information can be edited after import. If you do not have a GS profile, you may manually input this information. WYCF uses GS as part of our due diligence process to confirm your nonprofit status. We recommend updating your GS profile annually.

1. Mission statement*

Commitment - Make it Matter

Innovation - Make it Better

Flexibility - Make it Happen

2. EIN*

83-6000070

3. Website URL*

Please include the link to your organization's website and/or facebook page below.

www.kemmerer.org

4. Number of full-time staff*

This is one way to help WYCF understand the capacity of your organization. You are not required to have staff. If a board member or volunteer is submitting this application then list 0.

24

5. Number of part-time staff

8

6. Are you using a fiscal sponsor?*

If yes, you will be asked to provide the contact's email address and they will be asked to confirm. An organization using a fiscal sponsor is operating under the EIN of another non-profit organization.

If you are using a fiscal sponsor, please upload the financials of that organization below. This includes an operating budget, income statement, and balance sheet. If available, please separately upload financials for the sponsored organization.

We understand that this may be confusing and we encourage organizations using a fiscal sponsor to contact WYCF staff to discuss and clarify any questions at 307-721-8300.

No

7. Board member list*

Please upload a current list of your board members. Best practice is to include their place of employment or areas of expertise.

We do not have a board.docx

8. Board member contributions*

Do each of your board members make a financial contribution of any size to your organization on an annual basis? Having a board that is financially supportive of your organization demonstrates belief in the mission. Best practice is to have 100% board giving.

We do not have a board

Financial Information

Please do not upload your Form 990 and do not upload duplicate financial documents.

Please note that the only accepted formats for documents are Word, PDF, and Excel spreadsheets.

If you have any questions regarding acceptable documents, please contact Programs at 307-721-8300.

10. Fiscal year start date*

Example: if your organization's fiscal year runs from July to June, please list 'July 1'.

July 1

11. Organization budget*

Please upload your board approved annual operating budget for your current fiscal year.

Government agencies: We do not require financials from public agencies; please upload a statement indicating that you are exempt from this requirement.

WYCF financial statement.docx

12. Income statement*

Please upload a copy of your organization's most recently **completed** fiscal year income statement (sometimes called a profit and loss statement, P&L, or statement of financial activities).

Do not submit a year-to-date or partial-year statement. We require documentation for a **full, completed 12-month fiscal year**.

Government agencies: We do not require financials from public agencies; please upload a statement indicating that you are exempt from this requirement.

WYCF financial statement.docx

13. Balance sheet*

Please provide a recent balance sheet (also known as a statement of financial position).

Government agencies: We do not require financials from public agencies; please upload a statement indicating that you are exempt from this requirement.

WYCF financial statement.docx

14. Financial Narrative

If needed, please elaborate on any unusual line items or anything that may require further clarification. Refer to the instructions on our website if unsure.

15. Please confirm that the financial statements uploaded reflect a full, completed fiscal year.*

If your organization is a school district/municipality or if your organization's 501(c)3 status was granted less than a year ago, select 'no'. Again, if your fiscal year ends June 30th, we need statements reflecting the most recently completed fiscal year rather than the most recent 11 months.

No

Project Information

Question #16. Project name*

If this is a general operating request, please title the request as **General Operating - [Organization Name]**.

City of Kemmerer Improvement, Equipment and General Operating

Question #17. Request amount?*

How much funding are you requesting from WYCF? Grant amounts range between \$1,000 and \$10,000. If your request is higher than \$10,000, please contact Programs staff at (307)721-8300.

\$120,109.00

Question #18. Summary*

Please provide a brief summary or abstract of your proposal.

(expected length: 1-3 sentences)

Several departments within the City of Kemmerer, including Administration, Golf and Parks, are applying for funds to replace equipment, refinish the front entrance to the event center & general operating support for the Kemmerer Rec Center.

19. What is the community need you are seeking to address?*

Please share how you will use WYCF grant funding to address this need. How does your program or organization address this need in the long-term?

If requesting **General Operating support**: Please explain the impact your organization has on the population you serve. When requesting General Operating, it is important to avoid naming specific line items in your budget.

(expected length: 2-4 paragraphs)

The City of Kemmerer respectfully requests Wyoming Community Foundation funding for the following priority needs:

- \$16,209 – a new mower for Parks Department
- \$19,500 – a used fairway mower for Golf Department
- \$25,000 – General operation funds for Rec Center
- \$59,400 – Event Center's front entrance and ADA-accessible ramps

The City of Kemmerer is requesting support to address infrastructure and equipment needs that directly impact public safety, accessibility, and the quality of life in our community. Our highest priority is the replacement of the deteriorated concrete at the front entrance and ADA access ramps of the Kemmerer Event Center (\$59,400). The Event Center is one of the most heavily utilized public facilities in the community, serving a broad cross-section of residents and regional partners—from large energy companies conducting

employee trainings to 4-H youth programs, high school Junior Prom, annual craft fairs, senior Medicare workshops, and public elections. The current entrance has uneven surfaces, crumbling top layers, and compromised accessibility, creating a tripping hazard and limiting safe access for individuals with mobility challenges. This project is urgent to ensure safety, ADA compliance, and a welcoming, professional facility for the thousands of individuals who rely on this space each year.

In addition, the Parks Department is requesting \$16,209 to purchase a second mower to maintain four city parks, two tot lots, a children's fishing pond, the Little League baseball complex, and the outdoor pool grounds. Currently operating with only one functional mower, the department faces service delays and vulnerability to equipment failure during peak summer months when parks are most heavily used for children, family and community gatherings. Doubling mowing capacity will protect public green spaces, improve maintenance efficiency, and reduce long-term repair strain on existing equipment.

The Golf Department is seeking \$19,500 to purchase a used fairway mower to replace its only unit, which is over 20 years old. Fossil Island Golf Course is one of the most utilized recreational attractions in Kemmerer during the summer season and plays a meaningful role in tourism and local community activity. Replacing aging equipment is a proactive investment that protects course conditions, revenue stability, and operational continuity.

Finally, \$25,000 in operating support is requested for the Kemmerer Recreation Center to help offset rising utility and staffing costs while maintaining affordable access to youth programs, fitness opportunities, and wellness services for residents and the traveling workforce. Together, these investments ensure the long-term sustainability of essential community assets while prioritizing safety, accessibility, and responsible stewardship of public resources.

20. What will success look like for your organization and how will you measure it?*

During the year-long grant period, what positive change to the community are you hoping to achieve? If this change is not visible in the community, why?

Please provide information here on numbers served. If it is difficult to gauge these numbers, please elaborate.

During the one-year grant period, the City will replace the deteriorated concrete at the front entrance and ADA access ramps of the Kemmerer Event Center. Completion of this project will eliminate existing tripping hazards and ensure safe, accessible entry for all users. The Event Center hosts 65+ community events annually, including youth programs, elections, workforce trainings, senior services, and regional gatherings, and serves several thousand residents and visitors each year. Success will be measured by completion of the improvements, customer satisfaction surveys for the different departments and the continued safe and expanded use of the facility.

For the parks department, success will be shown in reduced maintenance delays, protect green space quality, and support welcoming recreational areas for families and youth throughout the summer months. These parks collectively serve hundreds of residents and visitors each week during peak season.

For Fossil Island Golf Course, success will be the replacement of the existing 20-year-old fairway mower, ensuring course maintenance and operational reliability throughout the busy summer season. The course hosts thousands of rounds of play annually and is one of Kemmerer's most utilized recreational and tourism amenities.

Operating support for the Kemmerer Recreation Center will help maintain consistent operating hours and affordable programming, supporting youth activities, fitness programs, and wellness opportunities for hundreds of community members each month.

While some improvements, such as equipment replacement, may not be immediately visible, these investments ensure the continued safety, functionality, and long-term sustainability of facilities that serve a significant portion of the Kemmerer and surrounding communities.

21. Project budget sheet

Please upload your project budget sheet (required unless your request is for general operating support). Please utilize additional space below to upload any quotes or invoices if applicable.

WYCF offers a project budget template via the following link under Project Budget Narrative.

Kemmerer project budget sheet Spring 2026.xlsx

Collaboration is significant to successful nonprofit work. You will be asked to elaborate on your collaborations, and please note we may contact those listed.

22. How do you collaborate in your community?*

You must select at least one option. We encourage you to select any and all options that apply.

Referral or Programmatic Collaboration

Collaboration- Programmatic

22a. Referral or Programmatic Collaboration*

Please list partners that are already on board and how they will support your overall goals.

We work with the Fossil Basin Chamber of Commerce to continue to improve our community and facilities to encourage business and community involvement in our facilities and parks alike. Fossil Island Golf Course continues to be the home course for the Kemmerer Junior/Senior High School golf team. The team has both a spring and fall season that brings young golfers to the course daily for practice and skill-building. We have a separate golf and a recreation center advisory board made up of dedicated community members. We have a contract with Lincoln County for use of Event center.

Geography related to services provided

23. Population to be served by organization*

The Wyoming Community Foundation is committed to supporting underserved communities through grantmaking. Please provide demographic details about the community that you serve.

Our services are most commonly used by those living in Lincoln County, Wyoming with some additional usage from residents of Uinta, Sublette and Sweetwater Counties. The summer festivals bring visitors from across the country to Kemmerer for weekends of music and fun. From the 2021 Census, the median

household income in Lincoln County is \$74,835. The county has 19.4% of the population over the age of 65 and 49.3% of the population between the ages of 18-65.

The ethnicity breakdown of Lincoln County is as follows:

91.7% White

5.1% Hispanic

1.2% American Indian

0.7% Black or African American

There are multiple industry projects coming to the city of Kemmerer and surrounding areas expected to be hundreds of temporary workers this coming year with a smaller number of permanent workers joining the community once the projects are completed.

Which option best describes your organization?*

County-specific

Question 23a. Please describe the geographic distribution of your organization's impact.*

The Wyoming Community Foundation considers statewide and local organizations equally in our reviews. This information helps staff determine which committees will review each application. If it is difficult to predict geographic distribution of impact, please elaborate.

The City of Kemmerer’s primary impact is within the neighboring communities of Kemmerer and Diamondville; however, our facilities and programs serve a broader regional population. Located in southwest Wyoming, Kemmerer functions as a small regional hub for recreation, community events, and workforce gatherings. Our proximity to LaBarge, Evanston, the Bridger Valley communities, and northern Utah makes Kemmerer an accessible meeting point for residents, organizations, and businesses throughout the region.

Facilities such as the Kemmerer Event Center, Fossil Island Golf Course, city parks, and the Recreation Center regularly host local residents as well as visitors, temporary workers, and event participants traveling from across Lincoln County, southwest Wyoming, and neighboring states. These spaces support community programs, trainings, recreational activities, and regional events that bring people together from outside the immediate area.

While the direct population served includes approximately 3,300 residents in Kemmerer and Diamondville, the reach of these facilities extends beyond city limits, supporting a wider network of regional users who rely on Kemmerer as a central gathering location.

County Level Impact

Which counties will be impacted if grant funds are awarded?*

Choose all that apply.

Lincoln County

Sweetwater County

Uinta County

Lincoln County

How many people in this county are expected to be directly impacted by the project or as a result of receiving a grant?

Lincoln County

4000

Will services be provided in the City of Kemmerer directly?*

Yes

Sweetwater County

Are services directly provided in Wamsutter?*

No

Additional Information

24. Additional information

You are welcome to provide additional information that might strengthen your request, but was not covered by the application, or upload any specific materials that WYCF staff or board may have requested from you.

24a. Additional Document Upload Space (optional)

If you have any complications uploading documents, please email Programs staff with your documents. Acceptable formats include Word, PDF, and Excel.

WCF Grant Supporting Documentation Spring 2026.pdf

You have reached the end of the application.

Please know that you will not be able to make any edits after clicking "Submit". It is recommended that applicants double-check their application for mistakes before submitting.

Additionally, you will be notified regardless of whether your request is approved or denied.

Notifications will be sent to all applicants on **June 15, 2026**. The notification and other grant-related emails will come from "administrator@grantinterface.com". Please add this address to your contacts so you do not miss any important information! You will not be sent any advertisements, spam, or other irrelevant emails from this address.

How are we doing?

We are always striving to improve our processes. [Please let us know how we're doing by filling out this short,](#)

[anonymous survey.](#)
Thank you!

File Attachment Summary

Applicant File Uploads

- We do not have a board.docx
- WYCF financial statement.docx
- WYCF financial statement.docx
- WYCF financial statement.docx
- Kemmerer project budget sheet Spring 2026.xlsx
- WCF Grant Supporting Documentation Spring 2026.pdf

We do not have a board.

As a municipality, we are exempt from this requirement.

As a municipality, we are exempt from this requirement.

As a municipality, we are exempt from this requirement.

**Wyoming Community Foundation Grant Budget sheet project
requests by City of Kemmerer**

Grant Utilized For:	Amount Requested
Recreation Center Operations	\$25,000.00
Golf Dept - used fairway mower	\$19,500.00
Park Dept - Toro mower	\$16,208.27
Event Center concrete work for front entrances and ADA ramps	\$59,400.00
Total	\$120,108.27

Q U O T A T I O N

Wilkinson Supply
3021 Grant Avenue
Ogden, UT 84401 USA
Phone #: (801)621-0360
Fax #: (801)393-5821

PHONE #
CELL #
ALT. #
P.O.#:
TERMS: Cash
SALES TYPE: Quote

DATE: 1/28/2026
ORDER #: 1301761
CUSTOMER #: 33770
CP: BRAD
LOCATION: 1
STATUS: Active

BILL TO 33770
KEMMERER CITY

SHIP TO
KEMMERER CITY

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
TORO72980		TORO 6000 Series 37 HP Vanguard EFI w/ Oil Guard w/ 60" TUR	1	\$21,666.00	\$15,730.00	\$15,730.00
TORO139-6655		RECYCLER KIT (2PT)	1	\$380.99	\$325.00	\$325.00
TORO140-4855		BLADE-20.50 RECYCLER (2PT)	3	\$28.99	\$26.09	\$78.27
****	LABOR	LABOR TO SET UP	1	\$109.99	\$75.00	\$75.00

THANKS,
BRAD ROWBERRY
801-231-1306.

All quotes are valid for 10 days if product is in stock. If product is not in stock, prices are subject to change upon delivery pricing.

SUBTOTAL:	\$16,208.27
TAX:	\$0.00
ORDER TOTAL:	\$16,208.27

Authorized By: _____

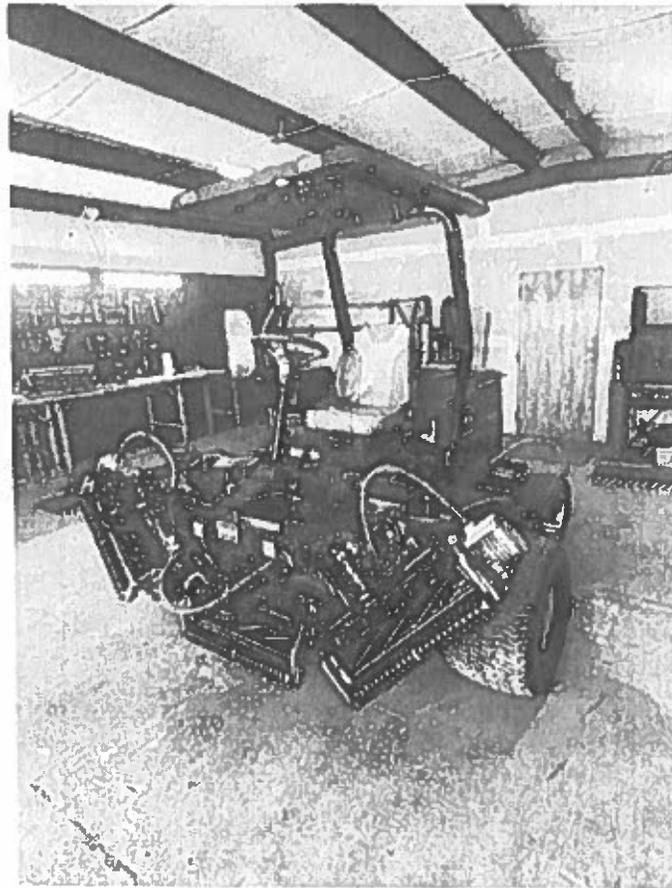
FINANCING MADE SIMPLE

Lawn, Turf
& Golf
Course
Equipment

▼
APPLY



YOU
WANT



Photos (13)



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Fairway Mowers

View My Watch List

USD **USD \$19,500**

Financial Calculator

Payments as low as USD \$414.32*

Email Seller

Machine Location: 186 Town Creek Rd Forsyth, Georgia 31029

Seller Information

View Seller Information

Middle Georgia Turf & Tractor

Contact: Mike Fleming

Phone: (478) 369-3076

Forsyth, Georgia 31029-8599

(478) 369-3076

Video Chat

Email Seller

Video Chat

Get Shipping Quotes

CURRENCY. *Apply for Financing

General

Year 2021

Manufacturer TORO

Hours 2,400

This website uses cookies to collect data and enable essential site functionality, marketing, personalization, and analytics. View our Cookies Policy and Privacy Policy to learn more.

New
Business
(d)

AGENDA ITEM # d NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: March 9, 2026

SUBJECT: Elk Street Rehabilitation Project Construction Agreement

DESCRIPTION/JUSTIFICATION:

At its January 26, 2026 Regular Meeting the Kemmerer City Council awarded the Elk Street Rehabilitation Project to 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 a proposed agreement between R&D Sweeping and the City of Kemmerer for the Elk Street Rehabilitation Project, in the amount of \$390,415.25, and associated performance bond in that amount, stating the project will be substantially complete by September 1, 2026.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the attached Contractor Construction Agreement between the City of Kemmerer R&D Sweeping and Asphalt Maintenance of Rock Springs Wyoming the Elk Street Rehabilitation Project for \$390,415.25.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF KEMMERER** ("Owner") and **R&D Sweeping and Asphalt Maintenance, LC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project generally consists of remediation to the front entrance to the courthouse including stairs, sidewalks, landings and associated items. The project includes the removal and replacement of the existing sidewalk as well as rehabilitation of the existing stairs. Concrete rehabilitation includes demolition of surface coatings, isolated concrete demolition, crack sealing, apply new surface coatings and miscellaneous items.

1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **ELK STREET REHABILITATION PROJECT**

ARTICLE 2—ENGINEER

2.01 The Owner has retained **Jorgensen Associates** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.02 The part of the Project that pertains to the Work has been designed by **Jorgensen Associates**.

ARTICLE 3—CONTRACT TIMES

3.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Contract Times: Dates

A. The Work will be substantially complete on or before **September 1, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2026**.

3.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

ARTICLE 5—PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95 percent** of the value of the Work completed (with the balance being retainage).
 - b. **95 percent** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95 percent** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions and as modified in the Supplementary Conditions, Section SC-15.06.

5.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 6 percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of **11** sheets with each sheet bearing the following general title: **ELK STREET REHABILITATION PROJECT** and as listed on the attached sheet index.
 - 7. Addenda (Number 1).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive)
 - b. Documentation submitted by Contactor as Attachments to the Bid other than Bid Security. (See Bid Form)

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

Notice to Proceed, Work Change Directives, Change Orders, Field Orders

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 9, 2026 (which is the Effective Date of the Contract).

Owner:
City of Kemmerer
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 3-9-2026
(date signed)

Name: Robert Bowen
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Deputy City Clerk
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:
R&D Sweeping and Asphalt Maintenance, LC
(typed or printed name of organization)

By: Rick Franich
(individual's signature)

Date: 3/2/26
(date signed)

Name: Rick Franich
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted in person to:

**City of Kemmerer, Wyoming
Elk Street Rehabilitation Project
Kemmerer City Hall
220 State Highway 233
Kemmerer, WY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Bid Schedule;
- B. Required Bid Security;
- C. Bidder's Qualifications;
- D. List of Proposed Subcontractors;
- E. List of Proposed Suppliers;
- F. Certificate of Residency, if bidding as a Wyoming contractor.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following the unit prices.

City of Kemmerer
Elk Street Rehabilitation Project
Bid Schedule

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$55,530.00	\$55,530.00
2	SUBMITTALS	LS	1	\$0.01	\$0.01
3	TEMPORARY FACILITIES	LS	1	\$1,310.00	\$1,310.00
4	TRAFFIC CONTROL	LS	1	\$6,600.00	\$6,600.00
5	FORCE ACCOUNT	FA	1	\$ 10,000.00	\$ 10,000.00
6	CONCRETE EXCAVATION AND REMOVAL	SY	72	\$36.52	\$2,629.44
7	ASPHALT EXCAVATION AND REMOVAL	SY	3,910	\$4.00	\$15,640.00
8	SUBGRADE EXCAVATION AND REMOVAL	CY	1,020	\$18.40	\$18,768.00
9	SOFT SPOT REPAIR	CY	180	\$54.00	\$9,720.00
10	8" CRUSHED BASE	SY	3,910	\$11.50	\$44,965.00
11	4" PLANT MIX PAVEMENT	SY	3,910	\$38.00	\$148,580.00
12	CONCRETE CURBWALK	LF	60	\$321.00	\$19,260.00
13	MANHOLE ADJUSTMENT	EA	3	\$2,080.00	\$6,240.00
14	VALVE ADJUSTMENT	EA	6	\$858.00	\$5,148.00
15	STORM INLET REPAIR	SY	1	\$11,550.00	\$11,550.00
16	6" VALLEY GUTTER	SY	30	\$461.00	\$13,830.00
17	ENGINEERING FABRIC (WOVEN)	SY	3,910	\$5.28	\$20,644.80
Total of All Unit Price Bid Items					\$390,415.25

BID SUMMARY

Total Bid Amount	\$ 390,415.25
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B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date
1	January 8, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

R&D Sweeping and Asphalt Maintenance, LC

By: Rick Franich (typed or printed name of organization)
(individual's signature)

Name: Rick Franich
(typed or printed)

Title: President
(typed or printed)

Date: January 15, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Caleb Tygum
(individual's signature)

Name: Caleb Tygum
(typed or printed)

Title: Lead Estimator/Project Manager
(typed or printed)

Date: January 15, 2026
(typed or printed)

Address for giving notices:

1931 Yellowstone Road, Rock Springs, WY 82901

Bidder's Contact:

Name: Caleb Tygum
(typed or printed)

Title: Lead Estimator/Project Manager
(typed or printed)

Phone: (307) 362-5606

Email: ctygum@rdsweeping.net

Address: 1931 Yellowstone Road, Rock Springs, WY 82901

Bidder's Contractor License No.: (if applicable) N/A

PERFORMANCE BOND

Bond Number: 7901311530

Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

R & D Sweeping & Asphalt Maintenance, LC
393 Pyramid Dr.
Rock Springs, WY 82901

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER:

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

CONSTRUCTION CONTRACT

Date: 01/26/2026

Amount: Three Hundred Ninety Thousand Four Hundred Fifteen and 25/100 Dollars (\$390,415.25)

Description:

Elk Street Rehabilitation Project

BOND

Date: February 23, 2026

Amount: Three Hundred Ninety Thousand Four Hundred Fifteen and 25/100 Dollars (\$390,415.25)

Modifications to this Bond: X None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
R & D Sweeping & Asphalt Maintenance, LC

SURETY

Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature: *Rick Frommel*

Name

And Title:

(Any additional signatures appear on the last page of this Performance Bond)

Signature: *John T. Pivic*

Name

and Title:

JOHN T PIVIC
Attorney-in-Fact



(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

TEGELER & ASSOC
PO BOX 1107
ROCK SPRINGS, WY 82902-1107
(307) 362-5655

OWNERS REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provide in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for the execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name
And Title:
Address

Signature: _____
Name
and Title: Attorney-in-Fact
Address

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13)

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name
And Title:
Address

Signature: _____
Name
and Title: Attorney-in-Fact
Address

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JOHN T PIVIC

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

Three Hundred Ninety Thousand Four Hundred Fifteen and 25/100 Dollars (\$390,415.25)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten Signature]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of February, 2026

[Handwritten Signature]

Assistant Secretary



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

Recipient:

Employer:

CITY OF KEMMERER
Attn:

R & D SWEEPING & ASPHALT MAINT LLC
1931 YELLOWSTONE RD
ROCK SPRINGS, WY
82901-3245

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 2/26/2026

EXPIRATION DATE: 2/26/2027

Job Reference:

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

CITY OF KEMMERER

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 227611
ONLY VALID AS ISSUED TO: CITY OF KEMMERER
EFFECTIVE DATE: 2/26/2026
EXPIRATION DATE: 2/26/2027

PROJECT:

A review of the Division files indicates that R & D SWEEPING & ASPHALT MAINT LLC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use R & D SWEEPING & ASPHALT MAINT LLC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

R & D SWEEPING & ASPHALT MAINT LLC
1931 YELLOWSTONE RD
ROCK SPRINGS, WY 82901-3245



R&DSWEE-01

MMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tegeler & Associates PO Box 1107 Rock Springs, WY 82902	CONTACT NAME: John Pivic
	PHONE (A/C, No, Ext): (307) 362-5655 FAX (A/C, No): (307) 362-6635
	E-MAIL ADDRESS: jpivic@tegelerinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : National American Insurance	NAIC # 23663
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R&D Sweeping & Asphalt Maintenance LC
1931 Yellowstone Rd
Rock Springs, WY 82901

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MP53870049	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MP53870049	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MB76740049	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MP53870049	11/1/2025	11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Rented/Leased Equip			PR43280049	11/1/2025	11/1/2026	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Pivic

NOTICE TO PROCEED

Owner: City of Kemmerer Owner's Project No.: _____
Engineer: Jorgensen Associates, PC. Engineer's Project No.: 23802
Contractor: R&D Sweeping and Asphalt Maintenance, LC Contractor's Project No.: _____
Project: Elk Street Rehabilitation
Contract Name: Elk Street Rehabilitation
Effective Date of Contract: March 9, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **March 16, 2026** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **September 1, 2026** and the date by which readiness for final payment must be achieved is **September 30, 2026**.

Before starting any Work at the Site, Contractor must comply with the following:

Attend a preconstruction meeting with the City of Kemmerer and Engineer.

Provide a project schedule 14 days prior to starting work.

Owner: City of Kemmerer
By (signature): _____
Name (printed): Robert Bowen
Title: Mayor
Date Issued: 3-9-2026
Copy: Engineer

New
Business
(e)

AGENDA ITEM # e NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: March 9th, 2026

SUBJECT: Contract for Building Inspection Services

DESCRIPTION/JUSTIFICATION:

With an increasing demand for building inspections in the City and a need sometimes for an inspector that is closer, the City would like to enlist the building inspection services of Jason Hergert of Evanston Wyoming, who is the building inspector of the City of Evanston Wyoming. Our current building inspector is Jody Hilton of Shums Coda, out of Murray Utah. Jody and his firm will still be used, especially on existing projects, such as the Lincoln County Justice Center Expansion, and will likely be used as well for large commercial projects, like the truck stop and commercial plaza, given Shums Coda's resources and expertise for more technical plan review.

Staff has interviewed Jason Hergert and found him to be experienced and professional. He is available to begin providing his services the end of April 2026.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign a Contract for Professional Services Agreement with Jason Hergert of Evanston, Wyoming.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 2026, by and between the CITY OF KEMMERER, WYOMING, a Municipal Corporation, with a mailing address of 220 State Highway 233 Kemmerer, Wyoming, 83101, (hereinafter referred to as “CITY”) and Jason Hergert, with a mailing address of 325 Herschler Ave, Evanston, WY, 82930, (hereinafter referred to as “CONSULTANT”).

WHEREAS, the CITY desires to obtain professional building inspection services; and

WHEREAS, the CONSULTANT, desires to provide and has experience in such services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES AND BILLING

The CONSULTANT shall perform services consistent with the duties and responsibilities established under the City of Kemmerer Building Ordinances and any adopted codes, including but not limited to:

2.1 Inspections

- Conduct building, structural, and site inspections for residential, commercial, and municipal projects
- Perform inspections related to building permits, renovations, additions, and new construction
- Verify compliance with adopted building codes, zoning regulations, and City ordinances
- Conduct final inspections prior to issuance of certificates of occupancy (if applicable)

2.2 Engineering and Plan Review

- Review building plans, site plans, and engineering documents for compliance with applicable codes and ordinances
- Provide written comments and recommendations regarding structural, safety, and code compliance issues
- Coordinate with contractors, engineers, and City staff regarding plan corrections and approvals

2.3 Code Enforcement Duties

- Enforce adopted building, safety, and construction codes

- Issue inspection reports and written findings
- Identify violations and recommend corrective action
- Advise the CITY on unsafe structures, code deficiencies, or noncompliant construction

2.4 Reporting

- Provide written inspection reports to the CITY
- Maintain inspection records as required by City policy
- Attend meetings with City staff, Zoning, or City Council when reasonably requested

3. SCHEDULE AND TIME OF COMPLETION

General: The services contemplated in the Agreement are to be provided on an as needed basis in response to direct CITY needs and the needs of the CITY associated with reviewing plans and reports from property owners, engineers, contractor and developers planning or accomplishing work in Kemmerer. The term of this AGREEMENT shall continue until suspended or terminated pursuant to Section 16 hereof. The provision of specific services shall be on a reasonable, timely and responsive basis within the specific requirements set out in this section.

Delays in Completion; Damages for Delay: The CONSULTANT shall provide a schedule which, when accepted by the CITY, will become the schedule for the work. In the event the CONSULTANT fails to commence performance within the time set forth in the schedule, the CITY may cancel this Agreement. Once performance commences, if CONSULTANT fails to perform in general conformance with the schedule without good cause, the CITY may give 10 days' notice to perform and, if CONSULTANT does not comply with the schedule, the CITY may withhold payments and/or cancel the Agreement, in addition to other remedies if may have.

4. OWNERSHIP OF WORK

All reports, designs, drawings, specifications, work product and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT shall be and are the property of the CITY, and the CITY shall be entitled to full access thereto, and copies thereof, during the progress of the work. Any such remaining in the hand of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be forthwith delivered to the CITY. If any materials are lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace them at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use, not in conflict in terms of this Agreement, Any and all copyrightable subject in all reports, designs, drawings, plans, specifications, schedule,

work product and other materials is hereby assigned to the CITY by CONSULTANT. The CONSULTANT agrees to execute any additional documents which may be necessary to evidence such assignment at no additional cost to the CITY.

5. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

6. CHANGES

The CITY may, at any time, by written order, make changes within the scope of services described in this Agreement.

7. RESPONSIBILITY; INDEMNIFICATION

To the maximum extent allowed by law, CONSULTANT shall indemnify, keep and save harmless the CITY, and CITY Councilmembers, officers, agents and employees against any and all claims, liability, damage, cost of expense arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by a negligent act or omission or wrongful misconduct of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred on connection therewith; and if any judgment be rendered against the CITY or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its own expense, satisfy and discharge the same. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken, in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

8. INSURANCE

A. Workers' Compensation: If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of Wyoming and Federal laws where applicable. Employers' Liability Insurance shall not be less than Two Million Dollars (\$2,000,000) per accident or disease.

B. Bodily Injury, Death and Property Damage Liability: CONSULTANT shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance

(including automobile operation) covering CONSULTANT and CITY for liability arising out of the operations of CONSULTANT and any subcontractor. The policy(s) shall include coverage for all vehicles, licenses or unlicensed, on or off CITY's premises, used by or on behalf of CONSULTANT on the performance of work under this Agreement. The policy(s) shall be subject to limit for each occurrence of Two Million Dollars (\$2,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, employees and agents. The Insurer(s) shall agree that its policy(s) is Primary Insurance and that is shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusive of the CITY as additional insured shall no in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and CITY in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount of amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

- C. Professional Liability Insurance: CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of Two Million Dollars (\$2,000,000) per claim and in annual aggregate. Such insurance shall be renewed annually.
- D. Policy Requirements: It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as and additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage or any insurance policy or proceed available to the named insured; whichever is greater. The additional insured coverage under the CONSULTANT's policy shall be "primary and non-contributory" and will not seek contribution from CITY's insurance or self-insurance. In the event CONSULTANT fails to obtain or maintain coverage as required by this Agreement, the CITY, at its sole discretion, may purchase the coverage required and the cost will be paid by CONSULTANT. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include and endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to CITY of such cancellation, change or lapse.

- E. Excess Insurance: The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before CITY's own insurance or self-insurance shall be called upon to protect CITY as a named insured.
- F. Self-Insured Retentions: All self-insured retentions (SIR) and/or deductibles must be disclosed to CITY for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision and/or deductible shall provide or be endorsed to provide that the SIR or deductibles may be satisfied by either the named insured or CITY.
- G. Certification of Insurance: Prior to commencement of work hereunder, CONSULTANT shall deliver to CITY certificates of Insurance (or certified copies of the insurance policies, if requested) indicating compliance with the insurance requirement of this Paragraph 8.
- H. Post-Termination Coverage: If the policies of insurance obtained and maintained by CONSULTANT under this Paragraph 8 provide coverage on a claims-made rather than occurrence-based basis, CONSULTANT shall maintain such coverage, or obtain comparable tail coverage, for the period following termination of this Agreement until the expiration of all applicable statute of limitations.

9. COMPENSATION

- A. General: The CONSULTANT agrees to perform all of the services included in Section 2 and shall be paid in full compensation for all services performed under this Agreement in accordance with the fee schedule, including hourly rates attached hereto and incorporated herein a Fee Schedule and Rates, marked Exhibit "A".

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the amounts as in Exhibit "A". The total salary compensation and Subconsultant fees shall include full compensation for fringe benefits, profits and any other costs that may be incurred by CONSULTANT hereunder, including labor and all elements of business overhead such as phone service/calls, facsimile transmissions, local travel in the Kemmerer Area, reproduction, insurance, cost of facilities and utilities and readiness to serve, and excluding only reimbursables approved by the CITY in advance, to be billed at invoice cost plus 5% or as set out in an approved fee schedule. Specific Task Cost: In the event a specific task is of a nature that the fee scheduled contained in Exhibit "A" are not applicable, the cost of such task shall be negotiated and agreed to in writing, including the scope of the task, before beginning work. The CONSULTANT shall provide estimates of labor,

material and equipment and the total cost based on the relevant fee schedule(s) and/or negotiated factors where applicable.

10. MANNER OF PAYMENT

Once a month, or as each task is completed, the CONSULTANT shall submit an invoice to CITY detailing the services rendered and reflecting compensation due consistent with approved compensation parameters and/or negotiated cost agreements. Invoices shall include and be supported by cost reports and the appropriate documentation specified. CITY shall pay after receipt, verification and approval of a complete invoice, within 45 days.

11. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between said parties.

The CONSULTANT agrees that he/she shall not accept any work assignments from the CITY that could create a conflict of interest. Furthermore, the CONSULTANT also agrees not to enter into any agreements for any work/services within CITY Corporate Limits with any party that could create a conflict of interest for work, past or present, performed by the CONSULTANT for the CITY. In as much as the CITY cannot be aware of all work conducted by the CONSULTANT within CITY limits, it shall be the CONSULTANT's responsibility to research potential conflicts of interests and notify the CITY accordingly that they cannot accept a work assignment, if a conflict exists.

12. ASSIGNMENT

CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY.

13. RECORDS

During the term of this Agreement, CONSULTANT shall permit representatives of CITY to have access to, examine and make copies, at CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

14. CITY WARRANTIES

The CITY makes no warranties, representation, or agreements, either express or implied, beyond such as are explicitly stated herein.

15. CITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the City Council of the CITY, the City Administrator of the CITY, or such person or persons as he shall designate in writing from time to time, shall represent and act for the CITY.

16. SUSPENSION AND TERMINATION

The CITY shall have the right to suspend or to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of suspension or termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Section 9 for the services performed and expenses which are reasonably and necessarily incurred by CONSULTANT to affect such suspension or termination. If, in the event of suspension, the project is resumed after being suspended for more than three months, the CONSULTANT's compensation may be subject to renegotiation. If the project is resumed within the period of three months following notification of suspension, there shall be no charge in the CONSULTANT's compensation. For termination for default the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination, reserving to the CITY all available remedies for such default.

17. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the CITY's Project Manager and the CONSULTANT's.

All other notices and communication deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, address as follows:

For the CITY:	City of Kemmerer ATTN: City Administrator 220 State Highway 233 Kemmerer, WY 83101
For the CONSULTANT:	Jason Hergert 325 Herschler Ave. Evanston, WY 82930

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

18. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

19. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of Wyoming and tried in Lincoln County, Wyoming.

20. BINDING ON SUCCESSORS

Subject to the provisions of paragraph 12, all of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representative.

21. CONFLICT OF INTEREST

Depending on the nature of the work performed, a consultant for the CITY is subject to the same conflict of interest prohibitions that govern city employees and officials. During the proposal process or the term of this Agreement, the CONSULTANT may be required to disclose financial interests.

22. AMENDMENT

This Agreement may be modified or amended only by a writing signed by both parties.

23. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby.

24. ENTIRE AGREEMENT

This Agreement, together with attached exhibits, contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understands, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CITY OF KEMMERER

Jason Hergert

BY: _____
Robert Bowen, Mayor

BY: _____
Title _____

ATTEST:

BY: _____
Title _____

Natasia Diers,
Clerk/Treasurer

Exhibit "A" – Fee Schedule and Rates

Inspections: \$50 per hour
Plan Review: \$50 per hour

New Business (f)

AGENDA ITEM # f (NB) OB CONSENT)

Department: Administration

Meeting Date: March 9, 2026

SUBJECT: Approval of Sales Agreement with Revize for Custom Website Design and Development

BRIEF DESCRIPTION/JUSTIFICATION:

As part of the City's adopted FY 25-26 annual budget, funding was approved for the redesign and development of a new City website. The current website platform has limitations in usability, accessibility, and content management that make it difficult to efficiently communicate information and services to residents, businesses, and visitors. A modernized website will improve accessibility and overall user experience.

City staff have worked with Revize to begin the development of a proposal for the custom design and development of a new website that will better meet the City's communication, transparency, and service delivery needs.

This is a five-year agreement with the initial design, development, and implementation to cost \$9,225.00. Each year after that the cost will be \$2,300.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the Sales Agreement for the custom design and development of the City's new website and authorize the mayor to execute the agreement on behalf of the City.

Attachments Provided: Yes No

Submitted by: Natasia Diers

Revize Custom Design Web Services Sales Agreement

This Sales Agreement is between Kemmerer, Wyoming ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 3-6-2026

Client Name:	<u>Kemmerer, Wyoming</u>	REVIZE LLC: 248-269-9263
Client Address:	<u>220 State Highway 233</u>	Revize Software Systems
Client Address 2:		150 Kirts Blvd., Suite B
Client City/State/Zip:	<u>Kemmerer, WY 83101</u>	Troy, MI 48084
Contact Name:	<u>Primary: Natasia Diers</u> <u>ndiers@kemmerer.org</u> <u>307-828-2350 x6</u>	
Billing Dept. Contact:	<u>Same as Above</u>	
Client Website Address	<u>www.cityofyanikon.org</u> <u>www.kemmerer.org</u>	

Terms:

1. All invoices are due upon receipt unless otherwise stated. Project work will not begin until the initial payment has been received. Revize reserves the right to pause or suspend work, hosting, or support services if payment is more than thirty (30) days past due.
2. Additional content migration, if requested, is available for \$6 per web page and \$3 per document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 10GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement. Any work requested by CLIENT that is outside the scope described in this Agreement, including additional design revisions, development, integrations, content migration, or consulting, will require a written change order and may result in additional fees and timeline adjustments.
7. CLIENT understands that the project completion date is highly dependent on their timely communication with Revize. During the project, CLIENT agrees to respond to Revize inquiries within 48 hours of the request and understands that project timelines will be delayed if they do not respond in a timely manner
8. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
9. This Agreement has a four (4) year term. CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered
10. If CLIENT maintains four (4) consecutive years of annual software subscription, support, CMS updates, and hosting, CLIENT shall be eligible for one (1) complimentary website redesign anytime in year 4 of the agreement or thereafter. The redesign is optional and must be affirmatively requested by CLIENT. CLIENT's decision to decline, defer, or not schedule the redesign does not constitute a failure or breach by Revize.
11. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Revize is not responsible for verifying the accuracy, legality, accessibility, or completeness of CLIENT-provided content.
13. Storage is limited to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat or property maps, tax records, GIS data, and large or archival audio and video files, such as multiple years of meeting recordings or similar content more appropriately hosted on archive or streaming platforms and embedded into the website
14. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons and associated alt-tags, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages. Any post-migration cleanup or enhancements requested from Revize may be billed at Revize's then-current hourly or project rates.

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Phase 1: Project Planning and Analysis and SOW as outlined by stakeholder and user feedback	\$500
Phase 2: Creation of Brand Identity – determine marketing goals and initiatives, targeted audiences and stakeholder priority. Discovery & Design from scratch – one design concept, three rounds of changes, home page design, inner page designs, content information architecture, UI redesign, and navigation framework to support easy access to key services. - Includes Responsive Web Programming for great viewing on mobile screens.	\$950
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications (as dictated by needs of the scope of work). Includes the ability for editors to create new pages within the site using standardized framework and module options. You also receive all updates to all CMS modules for the life of your Revize relationship. You own the template, design and content!	\$3,550
Phase 5 & 6: Quality Assurance, Accessibility and Custom Development, including integration of internal custom applications and SQL datasets (if applicable) - Includes Google Analytics implementation upon client request	\$750
Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections. To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for \$3 per webpage and document. (Approximately 225 pages and documents, based on requested client migration needs and available data).	\$675
Phase 8: Content editing and site administration training via web conference for content editors through “train the trainer” approach with selected staff (can also provide on-site training upon request for additional fee)	\$500
	Go live! Included
Revize Development/Hosting Fee Includes Unlimited Tech Support, CMS software updates (for 5 users), security software updates, SSL security certificates, hosting and maintenance with website health checks. Website hosting Included free of charge (10 GB storage space, 100GB monthly bandwidth limit):	\$2,300/yr
	Grand Total (1st Year) 4-Year Agreement
	\$9,225

Custom Design Website Features Included

VISITOR'S COMMUNICATION CENTER APPS

- Home Page Alert
- Document Center with keyword search
- FAQs with keyword search
- Staff/Listing Directory with keyword search
- Job Posting with keyword search
- RFP/RFQ Bid Posting
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator – over 95 languages

VISITOR'S ENGAGEMENT CENTER APPS:

- Citizen Request Center with Captcha
- RSS Feed
- Online Bill Pay via Third Party Payment Provider (if required)

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.2 AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) – for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling
- New Agenda Listing Module
- Page Builder Functionality

SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics

Revize Website Project & Services Payment Plan Schedule

Payment Amount	Due Date	Payment Includes
\$ 9,225	5/1/2026	Project Cost + Development Hosting
\$ 2,300	5/1/2027	Year 1 Annual Hosting & Maintenance
\$ 2,300	5/1/2028	Year 2 Annual Hosting & Maintenance
\$ 2,300	5/1/2029	Year 3 Annual Hosting & Maintenance
\$ 2,300	5/1/2030	Year 4 Annual Hosting & Maintenance
\$ 2,300/yr		Year 5 and Beyond Annual Hosting & Maintenance (until re-design or termination of contract as dictated by CLIENT)

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

Robert Bowen
Mayor
3-9-2026

Shawn C. Stewart
Account Manager

Please sign and return full sales agreement to: shawn@revize.com Fax 1-866-346-8880

Project Timeline Statement of Understanding

Revize and CLIENT acknowledge that any project timeline provided is an estimate only and not a guarantee. Project duration is dependent on a variety of factors, including timely CLIENT participation, feedback, approvals, and other variables that may be outside the reasonable control of either party. Revize will make commercially reasonable efforts to adhere to the estimated timeline.

CLIENT agrees to take an active role in the project, including participating in meetings, providing timely feedback and approvals related to design and sitemap development, and scheduling and participating in CMS training. Delays caused by CLIENT's failure to respond to Revize requests in a timely manner may result in corresponding delays to the project timeline and do not constitute a breach of contract by Revize.

Upon completion of initial Revize CMS content editor training, CLIENT is responsible for determining when the website will go live. Any CLIENT decision to delay go-live for reasons unrelated to a functional defect rendering the website inoperable does not constitute a breach of this Agreement by Revize.

CLIENT acknowledges that website design and user experience are inherently subjective. The parties agree that this is a collaborative process and will work in good faith to reasonably fine-tune final deliverables in preparation for launch. Generalized dissatisfaction with aesthetic elements or previously approved deliverables does not constitute a breach of contract unless Revize fails to cure a material functional defect.

CLIENT may elect to postpone or reprioritize certain deliverables in favor of an earlier go-live date, subject to mutual agreement.

Enterprise Revize CMS License

As part of this Agreement, Revize LLC ("Revize") grants CLIENT a limited, non-exclusive, non-transferable license to access and use the Enterprise Revize CMS software ("Software"), hosted on Revize's cloud servers, solely for the purpose of maintaining the website(s) identified in this Agreement. The Software is proprietary to Revize and remains the sole property of Revize.

CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered.

CLIENT may not sublicense, share, or otherwise provide access to the Software to any third party not expressly authorized under this Agreement.

During the term of this Agreement and while CLIENT remains current on all payment obligations, Revize will host, maintain, and provide updates to the Software as part of the applicable annual subscription.

Upon termination or expiration of this Agreement for any reason, CLIENT's access to the Software will be discontinued. Upon written request and provided all amounts due under this Agreement have been paid in full, Revize will make CLIENT's website content available to CLIENT in a reasonable electronic format.

Notice of termination must be in writing and delivered to the non-terminating party in accordance with the notice provisions of this Agreement.

WCAG Accessibility and Compliance Terms

1. Revize will build the website to highly conform with the Web Content Accessibility Guidelines WCAG 2.1 Level AA ("WCAG 2.1 AA") at the time of delivery while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches. This includes keyboard access, semantic markup, ARIA where appropriate, color contrast, focus management, and accessible forms for the delivered templates.
2. Conformance does not extend to: (i) third-party modules, plug-ins or integrations not provided by Revize (e.g., payment gateways, third-party calendars, embedded third-party widgets), (ii) content authored, uploaded, or maintained by the Client (including documents such as PDFs), and (iii) legacy pages or archives unless specifically included in the Statement of Work.
3. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does not conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc.
4. CLIENT agrees and understands accessibility compliance is not a fixed or absolute standard. It is more of a spectrum rather than a pass/fail standard. Because testing tools and methodologies may produce different results, Revize and the CLIENT agree to focus on accommodating user needs and maintaining a continuing, good-faith approach to accessibility and regulatory compliance.
5. Revize provides tools and features designed to support website accessibility and best practices. However, Revize does not guarantee legal compliance with WCAG, ADA, or other regulations. Ongoing compliance requires active participation by CLIENT, including content management and policy decisions.
6. For an additional fee, Revize offers an ongoing WCAG scan and remediation service. This service will scan the website at regular intervals after the website goes live and remediate any WCAG compliance issues with an allocated bucket of additional development hours. Remediation priorities can be set by CLIENT and may include content remediation (e.g., PDFs, Flyers, etc.). Revize also includes an accessibility checker within the Revize CMS editor. This utility will alert users of suspected accessibility issues.
7. If PDF remediation is included in this agreement, completion time is highly dependent on the number and the complexity of PDFs.
8. Additional development hours may be necessary to complete remediation to CLIENT's satisfaction and are available at a rate of \$125 per hour.
9. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
10. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50