



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

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** February 9, 2026
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
FBPB Annual Report by Kate Zimmerman
- **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
 - General comments
- **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Meeting Minutes of January 26, 2026 and Special Meeting Minutes of January 30, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize Bad Debt Write Off – News Media Corporation
- **OLD BUSINESS:**
 - (a) 2nd Reading Ordinance No. 2026-901, Amending City- and County-owned parcels from RA-Residential and A-Agricultures Zones to I-1, Light Industrial Zone.
- **NEW BUSINESS:**
 - (a) Lincoln County Recreation Commission Grant Application

- (b) Contract with Jones Simkins for Audit Services for FY 25-26 and FY 26-27
- (c) Gateway PUD Phase 1A Development Agreement

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, FEBRUARY 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

Presentation
FBPB Annual
Report

Consent Agenda (a)

The Kemmerer City Council met in regular session this 26th day of January, 2026, at 6:00 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp, Councilmember Bill Price and Councilmember Mark Quinn. Councilmember Marlin Batista was absent.

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

Motion was made by Councilmember Popp to approve the agenda as amended with adding New Business (k) Resolution No. 2026-871, Unmet Housing Grant Application; seconded by Councilmember Ellis and unanimously approved by council present.

DEPARTMENT REPORTS:

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

PRESENTATIONS:

Jason Sleight, auditor with Jones Simkins, presented the city’s fiscal year 2024-2025 audit to the council.

CONSENT AGENDA:

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

(a) Approval of Meeting Minutes of January 12, 2026, and Special Meeting Minutes of January 14, 2026, as presented;

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

18732 UMWA	\$198.60	18733 Auto Inn Repair, Inc.	\$387.10
18734 Bridger Valley Propane	619.51	18735 Enbridge Gas	6,126.95
18736 Fossil Basin Promo Board	5,065.19	18737 Golden Threads	7.00
18738 Gunter’s Service	4,557.68	18739 Intermountain Fire Protection	200.00
18740 Jackson Group Peterbilt, Inc.	87.63	18741 Lincoln Cty Sheriff Office	2,520.00
18742 Mountain West Business Solution	31.28	18743 One-Call of Wyoming	60.90
18744 QT Pod	2,475.00	18745 Shums Coda Associates	2,110.00
18746 Stout Law Center, LLC	5,697.50	18747 The Tire Den	698.08
18748 Tom’s HVAC	5,046.63	18749 UMB Card Center	30,407.63
18750 Wells Fargo Financial Leasing	619.47	18751 Wex Bank	1,821.49
18752 WYDOT-Financial Services	148.42	18753 Wyo – DEQ	400.00
18754 Wyo Geological Assoc.	600.00	18755 Wyo Machinery Company	107.61
1/14/26 Federal Tax Deposit-ACH	15,031.99	1/14/26 Net Payroll Deposit-ACH	50,926.06
1/14/26 AFLAC-ACH	12.24	1/14/26 Expert Pay-ACH	1,270.52

1/14/26 Orchard Trust-ACH

725.00

NEW BUSINESS:

- (a) Motion was made by Councilmember Quinn to Pass, Approve, and Adopt Resolution No. 2026-860, A Resolution Adopting the City of Kemmerer Recreation Advisory Board Bylaws as amended; seconded by Councilmember Ellis and unanimously approved by council present.
- (b) Motion was made by Councilmember Popp to approve the expenditure of \$30,000 to implement a Kemmerer Police Department K-9 program with the funding to be from the Kemmerer Power Unit 1 impact assistance funding; seconded by Councilmember Price. The mayor then called for the vote. Those voting "Yea" were Councilmember Ellis, Councilmember Popp, Councilmember Price, and Councilmember Quinn. Councilmember McConkie voted "Nay." Motion carried.
- (c) Motion was made by Councilmember Quinn to award R&D Sweeping and Asphalt Maintenance of Rock Springs, Wyoming the Elk Street Rehabilitation Project and authorize Mayor Robert Bowen to sign the Notice of Award for an amount not to exceed \$390,415.25; seconded by Councilmember Ellis and unanimously approved by council present.
- (d) Motion was made by Councilmember Quinn to Pass on 1st Reading Ordinance No. 2026-901, Amending City- and County-owned parcels from RA-Residential and A-Agricultural Zones to I-1, Light Industrial Zone; seconded by Councilmember Popp and unanimously approved by council present.
- (e) Motion was made by Councilmember Popp to release Guild Mortgage of the Old Town Hall lease for Suite 102 with the lease term to expire on September 30, 2026; seconded by Councilmember Quinn and unanimously approved by council present.
- (f) Motion was made by Councilmember Ellis to authorize the mayor to sign a one-year lease at Old Town Hall for Suite 102 to Shelby Thatcher dba Wyoming Roots Realty, LLC; seconded by Councilmember Popp and unanimously approved by council present.
- (g) Motion was made by Councilmember McConkie to authorize the mayor to sign the agreement between the Kemmerer Municipal Airport, with the City of Kemmerer as the managing member, and JUB Engineers with JUB providing General Engineering Services for an amount not to exceed \$10,000 for the calendar year 2026; seconded by Councilmember Ellis and unanimously approved by council present.
- (h) Motion was made by Councilmember McConkie to authorize the mayor to sign the letter to the FAA, with the City of Kemmerer as the managing member, regarding professional Engineering Services Agreement for the Replacement of the AWOS System at the airport; seconded by Councilmember Popp and unanimously approved by council present.
- (i) Motion was made by Councilmember McConkie to authorize the mayor to sign the grant agreement for the Replacement of the AWOS Equipment at the Kemmerer Municipal Airport, with the City of Kemmerer as the managing member of the airport; seconded by Councilmember Popp and unanimously approved by council present.
- (j) Motion was made by Councilmember Price to authorize the City, as the managing member of the Kemmerer Municipal Airport, to approve Sage Electric's Change Order

Field Ticket #4775 in the amount of \$2,783.79 for labor for damages Sage Electric performed to repair and replace the damaged power cables to the Kemmerer Airport Runway Lighting done by Allwest and their subcontractors; seconded by Councilmember Quinn and unanimously approved by council present.

- (k) Mary Crosby made comments to the council.
Motion was made by Councilmember Quinn to Pass, Approve, and Adopt Resolution No. 2026-871, A Resolution Authorizing Submission of an Unmet Housing Grant Application to the State Loan and Investment Board on behalf of the Governing Body for the City of Kemmerer and any other documentation pending attorney review; seconded by Councilmember Popp and unanimously approved by council present.

COMMENTS:

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

ADJOURN:

There being no further business before the council, Mayor adjourned the regular meeting; 7:15 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

The Kemmerer City Council met in special session this 30th day of January 2026, at 3:00 p.m. at the Kemmerer City Hall Conference Room; 220 State Highway 233, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen (via telecon), Councilmember Marlin Batista, Councilmember Dave McConkie (via video) Councilmember Caleb Ellis, Councilmember Brantley Popp, and Councilmember Bill Price (via video), Councilmember Mark Quinn (via video).

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

Motion was made by Councilmember Popp to approve using the services of MC2 in the amount of \$3,600.00 for applying for a WEA/Governor's match grant for the Safe Streets Four All (SS4A) grant already awarded; seconded by Councilmember Ellis and unanimously approved.

Motion was made by Councilmember Popp to apply for the WEA/Governor's match grant for \$41,300.00 for the SS4A grant already awarded; seconded by Councilmember Ellis and approved unanimously.

ADJOURN:

There being no further business before the council, Vice President of Council Batista adjourned the regular meeting; 3:12 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	03-26	HEALTH INSURANCE - 03/26	02/04/2026	42,070.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	03-26	DENTAL INSURANCE - 03/26	02/04/2026	2,052.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	03-26	LIFE INSURANCE - 03/26	02/04/2026	297.00	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	03-26	VISION INSURANCE - 03/26	02/04/2026	285.62	
ADMINISTRATION						
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	55175	ADMIN - COMPUTER SUPPORT	01/31/2026	853.52	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0226	INTERNET - ADMIN	02/01/2026	51.56	
10081	ALL WEST COMMUNICATIONS	0628-0226	IP CONNECTION SLTEC TO CH	02/01/2026	15.00	
30100	CENTURYLINK COMMUNICATIO	2350L-0226	ADMINISTRATION LONG DISTA	02/01/2026	3.85	
70275	GOTO TECHNOLOGIES USA, IN	IN7104943090	MONTHLY PHONE SERVICE - A	02/01/2026	194.05	
17099	CENTURYLINK	2345-0226	ADMINISTRATION	02/01/2026	40.34	
17099	CENTURYLINK	2355-0226	ADMINISTRATION	02/01/2026	32.85	
17099	CENTURYLINK	3189-0226	ADMINISTRATION	02/01/2026	80.70	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - BM	01/26/2026	37.53	
10-43-420 POSTAGE						
16005	PITNEY BOWES, INC	020226	REFILL POSTAGE METER	02/02/2026	500.00	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	1-22-26	CITY COUNCIL MINUTES	01/22/2026	268.40	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR14731624	COPY IMAGES - ADMIN	02/02/2026	127.35	
10-43-840 REFUNDS						
99253	BUTTE FENCE INC	REFUND	FENCE PERMIT REFUND	01/15/2026	10.00	DIAMONDVILLE ADDRES
99253	BUTTE FENCE INC	REFUND	BUSINESS LICENSE REFUND	01/15/2026	50.00	
CITY HALL COMPLEX						
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
20006	TOM'S HVAC LLC	7676	TROUBLESHOOT & FIX AIR HA	01/22/2026	1,049.04	
20006	TOM'S HVAC LLC	7753	REPLACE HEATER - CITY HALL	02/02/2026	31,820.00	
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6134537794	CELL PHONE - WB	01/26/2026	37.53	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4967	FIRE ALARM SYSTEM - CH	02/01/2026	50.00	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0126	CITY HALL	01/28/2026	1,073.66	
18009	ROCKY MOUNTAIN POWER	047-0126	CITY HALL SPRINKLER	01/28/2026	37.93	
18009	ROCKY MOUNTAIN POWER	100-0126	CITY HALL PARKING LOT	01/28/2026	33.05	
18009	ROCKY MOUNTAIN POWER	101/105-0126	CITY HALL STREETLIGHTS	01/28/2026	785.76	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0126	WATER - 226 HIGHWAY 233	01/26/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0126	WATER CITY HALL REAR	01/26/2026	283.03	
11015	K-D JOINT POWERS BOARD	7221910-0126	WATER CITY HALL FRONT	01/26/2026	105.01	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0126	SEWER - 226 HIGHWAY 233	01/26/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0126	SEWER CITY HALL REAR	01/26/2026	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0126	SEWER CITY HALL FRONT	01/26/2026	43.98	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	110341939	FUEL - PD	01/31/2026	1,385.10	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0226	INTERNET - POLICE DEPT.	02/01/2026	25.39	
30100	CENTURYLINK COMMUNICATIO	2350L-0226	POLICE DEPT LONG DISTANCE	02/01/2026	.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
70275	GOTO TECHNOLOGIES USA, IN	IN7104943090	MONTHLY PHONE SERVICE - P	02/01/2026	60.99	
14015	NETWIZE	55175	POLICE - COMPUTER SUPPOR	01/31/2026	367.34	
17099	CENTURYLINK	2345-0226	POLICE DEPT	02/01/2026	40.34	
17099	CENTURYLINK	2355-0226	POLICE DEPT	02/01/2026	32.84	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - PD (3)	01/26/2026	112.59	
22016	VERIZON WIRELESS	6134537794	TABLETS - PD (7)	01/26/2026	140.14	
22016	VERIZON WIRELESS	6134537794	KPD CAMERA	01/26/2026	40.01	
10-50-820 LINEN AND UNIFORMS						
70269	GOLDEN THREADS	1939-20	SEW ON PATCHES	01/27/2026	30.00	
70269	GOLDEN THREADS	478723	EMBROIDERY & SEW PATCHES	02/02/2026	75.00	
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0126	ANIMAL SHELTER	01/28/2026	102.13	
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0126	WATER - ANIMAL SHELTER	01/26/2026	67.03	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	57783	ENG - GATEWAY PUD PHASE 1	12/31/2025	1,235.00	
10020	JORGENSEN ASSOCIATES, INC	57783	ENG - CRH TRACT 1	12/31/2025	1,045.00	
10020	JORGENSEN ASSOCIATES, INC	57783	ENG - KMER LIGHT INDUSTRIA	12/31/2025	380.00	
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-0126	STREET LIGHTING	01/28/2026	9.86	
18009	ROCKY MOUNTAIN POWER	053-0126	STREET LIGHTING (HOLLAND)	01/28/2026	12.40	
18009	ROCKY MOUNTAIN POWER	061-0126	SPINEL LIFT STATION	01/28/2026	438.33	
18009	ROCKY MOUNTAIN POWER	094/099-0126	STREET LIGHTS	01/28/2026	4,022.39	
STREET MAINTENANCE						
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	0045823908	WELDING CYLINDER RENTAL	01/31/2026	15.50	
10-66-280 EQUIPMENT MAINTENANCE						
30090	CENTURY EQUIPMENT COMPA	RP79761	BLOCK HEATER	01/30/2026	136.00	
80177	HOLLAND EQUIPMENT CO.	42775	CHECK VALVE - SNOW HUNTE	01/27/2026	113.35	
23050	WYOMING MACHINERY COMPA	PO8831579	GASKET	01/31/2026	9.14	
23050	WYOMING MACHINERY COMPA	PO8832922	140H BLADE PARTS	02/01/2026	104.00	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	STREET DEPT LONG DISTANCE	02/01/2026	.62	
14015	NETWIZE	55175	STREETS - COMPUTER SUPPO	01/31/2026	59.42	
17099	CENTURYLINK	2374-0226	STREET DEPT	02/01/2026	42.69	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - CN	01/26/2026	45.48	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0126	INDUSTRIAL PARK	01/28/2026	8.06	
18009	ROCKY MOUNTAIN POWER	060-0126	GARAGE & SHOP	01/28/2026	411.92	
18009	ROCKY MOUNTAIN POWER	072-0126	INDUSTRIAL PARK	01/28/2026	21.63	
18009	ROCKY MOUNTAIN POWER	106-0126	GARAGE PARKING LOT	01/28/2026	8.06	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0126	WATER - 213 PINE	01/26/2026	68.26	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0126	SEWER - 213 PINE	01/26/2026	32.92	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0226	DUMP TRUCK LEASE	02/01/2026	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	61X00128	LANDFILL FEES - 0126	01/31/2026	8,718.00	
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	STREET DEPT LONG DISTANCE	02/01/2026	.34	
17099	CENTURYLINK	2374-0226	SANITATION DEPT	02/01/2026	22.99	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - JB	01/26/2026	41.68	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	52168	POSTAGE UTILITY BILLS	01/26/2026	205.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	52168	PRINT UTILITY BILLS	01/26/2026	44.40	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0126	INDUSTRIAL PARK	01/28/2026	4.34	
18009	ROCKY MOUNTAIN POWER	060-0126	GARAGE & SHOP	01/28/2026	221.81	
18009	ROCKY MOUNTAIN POWER	072-0126	INDUSTRIL PARK	01/28/2026	11.64	
18009	ROCKY MOUNTAIN POWER	106-0126	GARAGE PARKING LOT	01/28/2026	4.34	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0126	WATER - 213 PINE	01/26/2026	36.75	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0126	SEWER - 213 PINE	01/26/2026	17.72	
PARKS MAINTENANCE						
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	PARKS LONG DISTANCE	02/01/2026	96	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0126	PARKS SHOP	01/28/2026	33.59	
18009	ROCKY MOUNTAIN POWER	018-0126	FRONTIER FIELDS	01/28/2026	33.28	
18009	ROCKY MOUNTAIN POWER	046-0126	DVILLE GATEWAY	01/28/2026	36.09	
18009	ROCKY MOUNTAIN POWER	055-0126	PIZ PARK (COULSON)	01/28/2026	34.19	
18009	ROCKY MOUNTAIN POWER	058-0126	COLD STORAGE	01/28/2026	81.28	
18009	ROCKY MOUNTAIN POWER	062-0126	KMER GATEWAY POE	01/28/2026	37.10	
18009	ROCKY MOUNTAIN POWER	067-0126	RANGER PARK	01/28/2026	48.33	
18009	ROCKY MOUNTAIN POWER	091-0126	ARCHIE NEIL CONCESSIONS	01/28/2026	37.49	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0126	PP&L SUBSTATION	01/26/2026	67.03	
11015	K-D JOINT POWERS BOARD	7221890-0126	WATER - PARKS SHOP	01/26/2026	67.03	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	192084	PLANNING & ZONING -11/25	12/29/2025	2,704.80	
10069	JUB ENGINEERS INC	192483	PLANNING & ZONING - 12/25	01/15/2026	2,274.80	
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104943090	MONTHLY PHONE SERVICE - P	02/01/2026	11.09	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	02-26	PROSECUTING ATTORNEY - 02	02/01/2026	2,250.00	
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	COURT LONG DISTANCE	02/01/2026	96	
70275	GOTO TECHNOLOGIES USA, IN	IN7104943090	MONTHLY PHONE SERVICE - C	02/01/2026	11.09	
CAPITAL PROJECTS FUND						
HIGHWAYS/STREETS						
26-64-023 ELK STREET-COULSON TO 5TH WEST						
10020	JORGENSEN ASSOCIATES, INC	57784	ENG - ELK STREET REHAB	12/31/2025	9,288.08	
PUBLIC SAFETY						
26-70-012 PD VEHICLE						
40058	DAY WIRELESS SYSTEMS	INV908011	2025 FORD PIU - PD	01/28/2026	13,305.56	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-285 BLDG. & GROUNDS MAINTENANCE						
10078	ACE HARDWARE	01/26	NUTS & BOLTS	01/25/2026	23.68	
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	55175	GOLF MAINT. - COMPUTER SUP	01/31/2026	29.71	
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-0126	GOLF MAINT. SHOP	01/28/2026	158.22	
18009	ROCKY MOUNTAIN POWER	048-0126	SECURITY LIGHT	01/28/2026	37.22	
18009	ROCKY MOUNTAIN POWER	049-0126	SODIUM VAPOR POLE	01/28/2026	9.86	
18009	ROCKY MOUNTAIN POWER	052-0126	GOLF CART SHED	01/28/2026	33.59	
18009	ROCKY MOUNTAIN POWER	069-0126	SECURITY LIGHT	01/28/2026	24.82	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0126	WATER - GOLF MAINT SHOP	01/26/2026	67.03	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0126	SEWER - GOLF MAINT SHOP	01/26/2026	50.64	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-0126	LITTLE LEAGUE CONCESSION	01/28/2026	109.18	
18009	ROCKY MOUNTAIN POWER	068-0126	STORAGE SHED	01/28/2026	33.28	
18009	ROCKY MOUNTAIN POWER	077-0126	LITTLE LEAGUE CROWS NEST	01/28/2026	15.35	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	55175	CLUBHOUSE - COMPUTER SUP	01/31/2026	29.71	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - GOLF CLUBHOU	01/26/2026	49.63	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-0126	GOLF CLUBHOUSE	01/28/2026	605.67	
18009	ROCKY MOUNTAIN POWER	076-0126	RV SPACE	01/28/2026	24.25	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0126	WATER - RV SPACE	01/26/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0126	WATER - CLUBHOUSE	01/26/2026	15.00	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0126	SEWER - RV SPACE	01/26/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0126	SEWER - CLUBHOUSE	01/26/2026	15.00	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-280 EQUIPMENT MAINTENANCE						
23050	WYOMING MACHINERY COMPA	PO8831578	SEAL KIT	01/31/2026	197.35	
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3326	PEST CONTROL - AIRPORT	01/31/2026	100.00	
10069	JUB ENGINEERS INC	192868	ENG - GENERAL SERVICES - 12	01/23/2026	96.20	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	AWOS SYSTEM	02/01/2026	2.80	
30100	CENTURYLINK COMMUNICATIO	2350L-0226	AIRPORT LONG DISTANCE	02/01/2026	.96	
17099	CENTURYLINK	2343-0226	AIRPORT	02/01/2026	86.50	
17099	CENTURYLINK	3534-0226	AIRPORT	02/01/2026	70.70	
17099	CENTURYLINK	9838-0226	AWOS	02/01/2026	65.70	
22016	VERIZON WIRELESS	6134537794	TABLET & CELL PHONE - AIRPO	01/26/2026	57.55	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4967	FIRE ALARM SYSTEM - AIRPOR	02/01/2026	50.00	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-0126	AIRPORT SECURITY LIGHTING	01/28/2026	32.72	
18009	ROCKY MOUNTAIN POWER	017-0126	AIRPORT EQUIP BLDG	01/28/2026	140.38	
18009	ROCKY MOUNTAIN POWER	063-0126	AIRPORT HANGER #8	01/28/2026	111.03	
18009	ROCKY MOUNTAIN POWER	073-0126	AIRPORT TERMINAL	01/28/2026	183.95	
18009	ROCKY MOUNTAIN POWER	090-0126	AIRPORT VAULT	01/28/2026	490.45	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-0126	WATER POINT KEY A-10	01/26/2026	67.01	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	192857	ENG - REHAB RWY LIGHTING &	01/23/2026	6,504.91	
55-75-015 2025 SEAL COAT & MARK PVMTS						
23047	WYDOT - FINANCIAL SERVICES	156239	2025 SEAL COAT & MARK PAVE	01/14/2026	5,876.94	
55-75-016 REPLACE AWOS EQUIPMENT						
10069	JUB ENGINEERS INC	192878	ENG - REPLACE AWOS EQUIPM	01/23/2026	2,568.20	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3326	PEST CONTROL - REC CENTER	01/31/2026	50.00	
14015	NETWIZE	55175	REC - COMPUTER SUPPORT	01/31/2026	367.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0226	REC CENTER LONG DISTANCE	02/01/2026	96	
17099	CENTURYLINK	2365-0226	REC CENTER	02/01/2026	94.70	
17099	CENTURYLINK	2366-0226	REC CENTER	02/01/2026	65.70	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0126	REC CENTER	01/28/2026	963.40	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0126	WATER - REC CENTER	01/26/2026	214.05	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0126	SEWER - REC CENTER	01/26/2026	50.64	
56-82-860 SPECIAL PROJ & PROGRAMS						
10030	J SOLUTIONS, LLC	SM260126	SET & SERVICE PORTABLE SKA	01/06/2026	65.00	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0226	OUTDOOR POOL	02/01/2026	80.70	
56-88-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0126	SWIMMING POOL	01/28/2026	35.56	
56-88-710 EQUIPMENT LEASES						
23002	WAM-WCCA	4305E	OUTDOOR POOL BOILER LEAS	01/14/2026	208.00	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3326	PEST CONTROL - EVENT CENT	01/31/2026	75.00	
90264	INTERMOUNTAIN FIRE PROTEC	4967	FIRE ALARM SYSTEM - EC	02/01/2026	50.00	
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0226	PHONE SERVICE - EC	02/01/2026	88.80	
10081	ALL WEST COMMUNICATIONS	0212-0226	PHONE SERVICE - LINC CTY	02/01/2026	133.19	
10081	ALL WEST COMMUNICATIONS	0212-0226	INTERNET - SLTEC	02/01/2026	125.90	
10081	ALL WEST COMMUNICATIONS	0212-0226	LONG DISTANCE - EC	02/01/2026	2.52	
10081	ALL WEST COMMUNICATIONS	0212-0226	FAX & LONG DISTANCE - LINC	02/01/2026	33.56	
10081	ALL WEST COMMUNICATIONS	0628-0226	IP CONNECTION SLTEC TO CH	02/01/2026	15.00	
30100	CENTURYLINK COMMUNICATIO	2350L-0226	EC ALARM	02/01/2026	1.40	
14015	NETWIZE	55175	SLTEC - COMPUTER SUPPORT	01/31/2026	337.65	
17099	CENTURYLINK	2226-0226	EVENT CENTER	02/01/2026	65.70	
22016	VERIZON WIRELESS	6134537794	CELL PHONE - EVENT CENTER	01/26/2026	49.63	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	086-0126	EVENTS CENTER	01/28/2026	1,604.32	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-0126	WATER - EVENTS CENTER	01/26/2026	214.05	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0126	SEWER - EVENTS CENTER	01/26/2026	48.66	
57-43-860 SPECIAL PROJ & PROGRAMS						
99192	MUIR, MICHELLE	SLED DOG	SLED DOG DINNER FOOD	01/28/2026	305.58	
99254	THORNOCK, JAMIE	SLED DOG	SLED DOG FOOD	02/02/2026	14.65	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0126	VISITOR CENTER	01/28/2026	92.34	
18009	ROCKY MOUNTAIN POWER	085-0126	TRIANGLE PARK-SOUND EQUIP	01/28/2026	36.95	
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0126	WATER - VISITOR CENTER	01/26/2026	67.03	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0126	SEWER - VISITOR CENTER	01/26/2026	50.64	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3326	PEST CONTROL - OTH	01/31/2026	30.00	
90264	INTERMOUNTAIN FIRE PROTEC	4967	FIRE ALARM SYSTEM - OTH	02/01/2026	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0226	700 CEDAR	02/01/2026	61.20	
17099	CENTURYLINK	2254-0226	700 CEDAR	02/01/2026	61.20	
17099	CENTURYLINK	2915-0226	700 CEDAR	02/01/2026	77.50	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0126	700 CEDAR	01/28/2026	384.64	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0126	WATER 700 CEDAR	01/26/2026	67.03	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0126	SEWER 700 CEDAR	01/26/2026	44.52	
Grand Totals:					<u>162,557.01</u>	

Consent Agenda (c)

AGENDA ITEM # _____ (CONSENT TB OB NB)

Department: Administration

Meeting Date: February 9, 2026

SUBJECT: AUTHORIZATION TO WRITE OFF BAD DEBT

BRIEF DESCRIPTION/JUSTIFICATION:

The City of Kemmerer has received the attached letter from News Media Corporation regarding the financial condition of the corporation and its subsidiaries (Kemmerer Gazette).

The Kemmerer Gazette (under News Media Corporation) has a outstanding garbage bill of \$174.00.

Due to the financial status of News Media Corporation in the letter the outstanding bill will never be able to be recovered.

RECOMMENDED ACTION:

After review of the letter, authorize the City Treasure to write off the bad debt of the Kemmerer Gazette in the amount of \$174.00

Garbage Write Off: \$171.00

Penalty Write Off: \$3.00

Total Write Off: \$174.00

Attachments Provided: Yes No

Submitted by: Natasia Diers



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www.ag-ltd.com

ALEXANDER F. BROUGHAM
abrougham@ag-ltd.com

January 16, 2026

Via Regular U.S. Mail

TO THE CREDITORS OF NEWS MEDIA CORPORATION
AND ITS SUBSIDIARIES

Re: Financial Condition of News Media Corporation and its Subsidiaries

To Whom It May Concern:

We are counsel to News Media Corporation, a Nevada corporation (the “**News Media**”). We are writing to you in connection with the financial difficulties of the Company and its direct and indirect subsidiaries (collectively, the “**News Media Business**”), including Rochelle Newspapers, Inc., an Illinois corporation; Brookings Newspapers, L.L.C., a South Dakota limited liability company; Central Illinois Newspapers, Inc., an Illinois corporation; Cobre Valley Publishing, Inc., an Arizona corporation; Huron Newspapers, L.L.C., a South Dakota limited liability company; Lake Powell Newspapers, Inc., an Arizona corporation; Mendota Publishing Corporation, an Illinois corporation; Newport Newspapers, Inc., an Oregon corporation; Valley Publishing, Inc., an Illinois corporation; Wyoming Newspapers, Inc., an Illinois corporation; NMC San Luis, Inc. f/k/a Alamosa Newspapers, Inc., an Illinois corporation; and Central Coast Publishing Inc., an Oregon corporation. This is to advise you that the News Media Business ceased all operations in mid-2025, and has since wound down its affairs, and no assets of material value remain available for distribution to unsecured creditors.

The decision to cease operating was not made lightly, and the CEO of the News Media Business, J.J. Tompkins (“**J.J.**”), wishes to convey his sincere regret for this turn of events. He also desires to convey his gratitude for your business and support during his years-long efforts, although they were ultimately unsuccessful, to keep the News Media Business afloat.

Decline of the News Media Business

The News Media Business was founded in 1975 by J.J.’s father, John C. Tompkins (“**John**”). Over the ensuing decades, John caused the News Media Business to acquire over seventy-five publications in nine states. A born newspaperman with a passion for serving small communities, John operated the News Media Business for many years.

Unfortunately, the later years of John’s tenure saw a profound decline in print media generally, and the local newspaper business specifically. Between 2005 and the present day, print newspaper circulation has declined by 70%, and approximately 3,500 newspapers have permanently closed. John was eventually forced to respond to this trend by selling dozens of the News Media Business’s papers, but the financial condition of the business nonetheless continued to deteriorate. John handed over the leadership of the News Media Business to J.J. in 2022, and passed away approximately one year later.

Creditors of News Media Corporation and Its Subsidiaries

January 16, 2026

Page 2

At the time J.J. became CEO in 2022, the News Media Business was losing roughly \$250,000 per month and owed over \$6,000,000 in loans to five banks. J.J. immediately worked to stabilize operations and pay down debt by selling five newspapers in West Virginia to another publisher. The following year, J.J. caused the News Media Business to sell another eleven newspapers in Colorado and Oregon. Additionally, after John passed away, his longtime home was sold, with approximately \$750,000 of the proceeds applied to pay down the News Media Business's bank debt.

By the end of 2023, J.J. had managed to pay down roughly \$3,000,000 in outstanding bank debt and retired two of the business's secured loans. Yet the industry's downward trend progressed as consumers—and consequently, advertising revenue—moved to online platforms. The News Media Business continued to lose money; during 2024, revenue fell by at least 25% percent for six straight months.

A broker was retained to market the News Media Business as a going concern, in the interest of preserving jobs, maximizing value for creditors, and maintaining services for the members of the communities it served. At first, the broker's efforts appeared to bear fruit, leading to a management agreement with a third-party media organization that included an option to purchase the business as a going concern. But ultimately, the sale did not occur as hoped, and losses continued to mount with no realistic prospect of a going-concern sale.

In the summer of 2025, revenue continued to decline. Management therefore made the difficult decision to prevent further losses by shuttering all of the News Media Business's newspapers and laying off its employees, which occurred on August 6, 2025. J.J. then began the unhappy work of turning over collateral to secured lenders, surrendering leased facilities to landlords, and attempting to collect sufficient receivables to pay employees' remaining wage claims.¹

The publicity generated by the business's closure, however, had one surprisingly positive effect: publishers in several states began to express interest in purchasing the remaining News Media Business's newspapers in Illinois, Wyoming, Nebraska, Arizona, and South Dakota. These sales were completed at arm's length and with the knowledge and cooperation of secured lenders, and the proceeds were applied in accordance with applicable lien priorities. Ultimately, the sales generated sufficient proceeds that the News Media Business was able to pay its employees' outstanding wages and benefits, and the claims of its secured lenders. And, perhaps more importantly, the sales gave renewed life to multiple local newspapers and allowed approximately 95% of the News Media Business's former employees to obtain employment there.

Unfortunately, however, the proceeds of these sales were insufficient to pay the remaining creditors of the News Media Business. And now, without any assets of material value, the sad reality is that the business will be dissolved with no ability to pay its unsecured creditors.

No Return of Capital or Other Insider Transfers

It is important for creditors to be aware that no distributions of capital have been made, or will ever be made, to any equity security holders of the News Media Business as a result of the sales of its

¹ For ease of identification, the individual newspapers that ceased to be operated by the News Media Business between 2023 and the present day, and their respective owners within the business, are listed on the last page of this letter.

Creditors of News Media Corporation and Its Subsidiaries

January 16, 2026

Page 3

newspapers. Upon John's death, all equity in the parent company of the News Media Business—*i.e.*, News Media—passed to a trust of which the beneficiaries are J.J. and his siblings. This trust has not received, and never will receive, any portion of the proceeds of the sale of the business's newspapers. Indeed, the trust has *never* made a distribution of any kind to its beneficiaries.

Moreover, ever since the News Media Business ceased operations in August 2025, J.J. has worked to wind down its affairs merely out of a sense of duty, without collecting any salary. Nor during this time has he received any other form of payment from the business. Further, neither J.J. nor any person or entity affiliated with him holds any interest in the newspapers or other assets sold by the business.

No Personal Guaranties

From his appointment as CEO in 2022 until the News Media Business was forced to cease operations in the summer of 2025, J.J. made practically every effort in his power to keep the business afloat. But advisedly, one step he never took was to enter into a personal guaranty of the debt of News Media or any of its subsidiaries.

No Material Assets

Each of the sales of the News Media Business's newspapers was for substantially all the assets of each newspaper. And despite J.J.'s efforts to realize further value, the few remaining assets of the News Media Business—such as some antiquated office equipment and supplies, an inoperable printing press, a 20-year-old van, and a broken forklift—have proven inadequate to generate any meaningful return for unsecured creditors. Practically all of these assets have since been abandoned to the landlords of the facilities where they were stored.

Information Available Upon Request

The News Media Business is not considering the filing of bankruptcy cases or other insolvency proceedings for its constituent entities, given the lack of meaningful assets available to creditors and the entities' inability to incur the requisite legal fees and expenses. The entities have instead wound down their affairs and will eventually undergo a formal dissolution under applicable state law. Upon reasonable request, however, the business is willing to provide details to creditors concerning its financial condition and transfers.

Conclusion

The decision to cease the operations of the News Media Business was an unfortunate necessity, given the lack of sufficient revenue to pay debts as they came due and the failure of the attempted sale of the business as a going concern. J.J. deeply regrets, however, the inability of the business to satisfy all of its obligations.

Should you have any questions, please contact me at 312-435-1050.

Sincerely,

Creditors of News Media Corporation and Its Subsidiaries

January 16, 2026

Page 4



Alexander F. Brougham

Newspapers Ceased to Be Operated by the News Media Business Between 2023 and the Present²

Rochelle Newspapers, Inc.

- Rochelle News-Leader
- Ogle County Life

Brookings Newspapers, L.L.C.

- The Brookings Register
- Moody County Enterprise

Central Illinois Newspapers, Inc.

- Clinton Daily Journal

Cobre Valley Publishing, Inc.

- Arizona Silver Belt
- Copper Country News

Huron Newspapers, L.L.C.

- Huron Plainsman
- PayDay Shopper
- Redfield Press

Lake Powell Newspapers, Inc.

- Lake Powell Chronicle

Mendota Publishing Corporation

- Amboy News
- Mendota Money Saver
- Mendota Reporter

Newport Newspapers, Inc.

- Newport News Times

Valley Publishing, Inc.

- Monta Vista Journal
- Center Post Dispatch
- Mineral County Miner
- South Fork Times
- Conejos County Citizen
- Del Norte Prospector

Wyoming Newspapers, Inc.

- Bridger Valley Pioneer
- Guernsey Gazette
- Kemmerer Gazette
- Lingle Guide
- Lusk Herald
- Pinedale Roundup
- Sublette Examiner
- Torrington Shopper
- Torrington Telegram
- Uinta County Herald
- Wheatland Shopper
- Platte County Record Times
- Scottsbluff Business Farmer

NMC San Luis, Inc. f/k/a Alamosa Newspapers, Inc.

- Valley Courier

Central Coast Publishing, Inc.

- Siuslaw News
- Cottage Grove Sentinel
- South County Lincoln News

² As discussed in more detail above, many of these newspapers have resumed operations under new ownership.

Old Business (a)

AGENDA ITEM # 2 ^{OLD} NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: January 26, 2026
February 9, 2026

SUBJECT: 2nd Reading Ordinance 2026-901 Amending City- and County-owned parcels from RA-Residential and A-Agricultural Zones to I-1 Light Industrial Zone

DESCRIPTION/JUSTIFICATION:

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

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

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

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

There is already potential access to these parcels from Highway 30 at the entrance of the Justice Center and the City's plan is to have a looping road starting from that

entrance, exiting at the east side of the property at a yet-to-be-permitted access across from Sublet Drive. (See Attached Maps showing newly approved FLUTM, and concept of Light Industrial Park, and 6.41 acre lot 5 that CUBY facility could be on.)

At its January 20th 2026 Regular Meeting, after the public hearing with no comment, the Zoning Board approved amending the City of Kemmerer Zoning Map as noted above. At its January 26th, 2026 Meeting, the Kemmerer City Council passed this on 1st Reading.

RECOMMENDED ACTION:

Pass on 2nd Reading Ordinance 2026-901 amending the City of Kemmerer Zoning Map, changing 94.5 acres of land currently zoned RA-Residential contained within parcel 2116-154-000-0100, and 26.09 acres of Lincoln County-owned land currently zoned A-Agricultural contained within parcel 2116-153-000-2500, to I-1 Light Industrial, lying: South of Highway 30, West of Antelope Ridge Subdivision and East of the Lincoln County Justice Center.

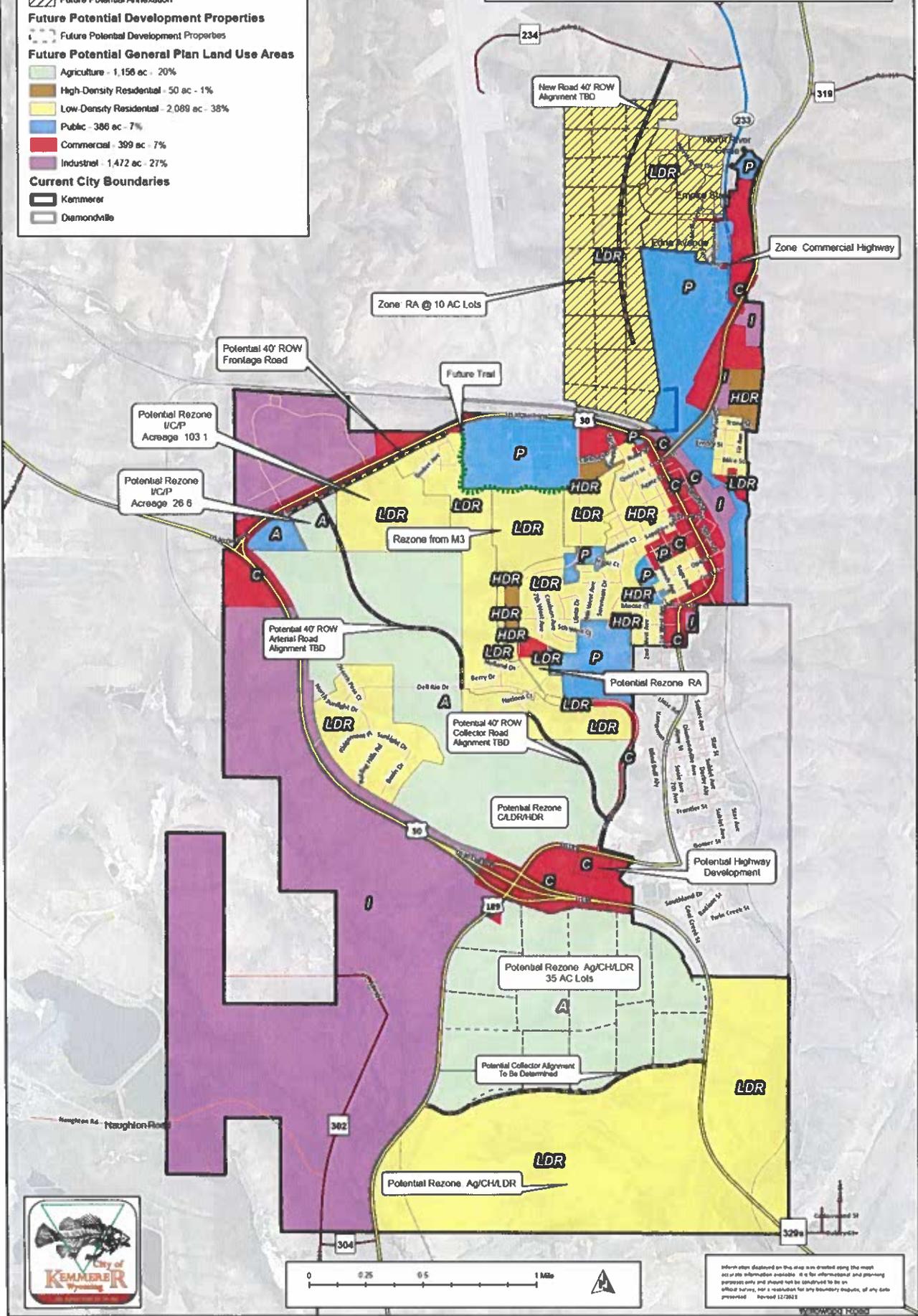
Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

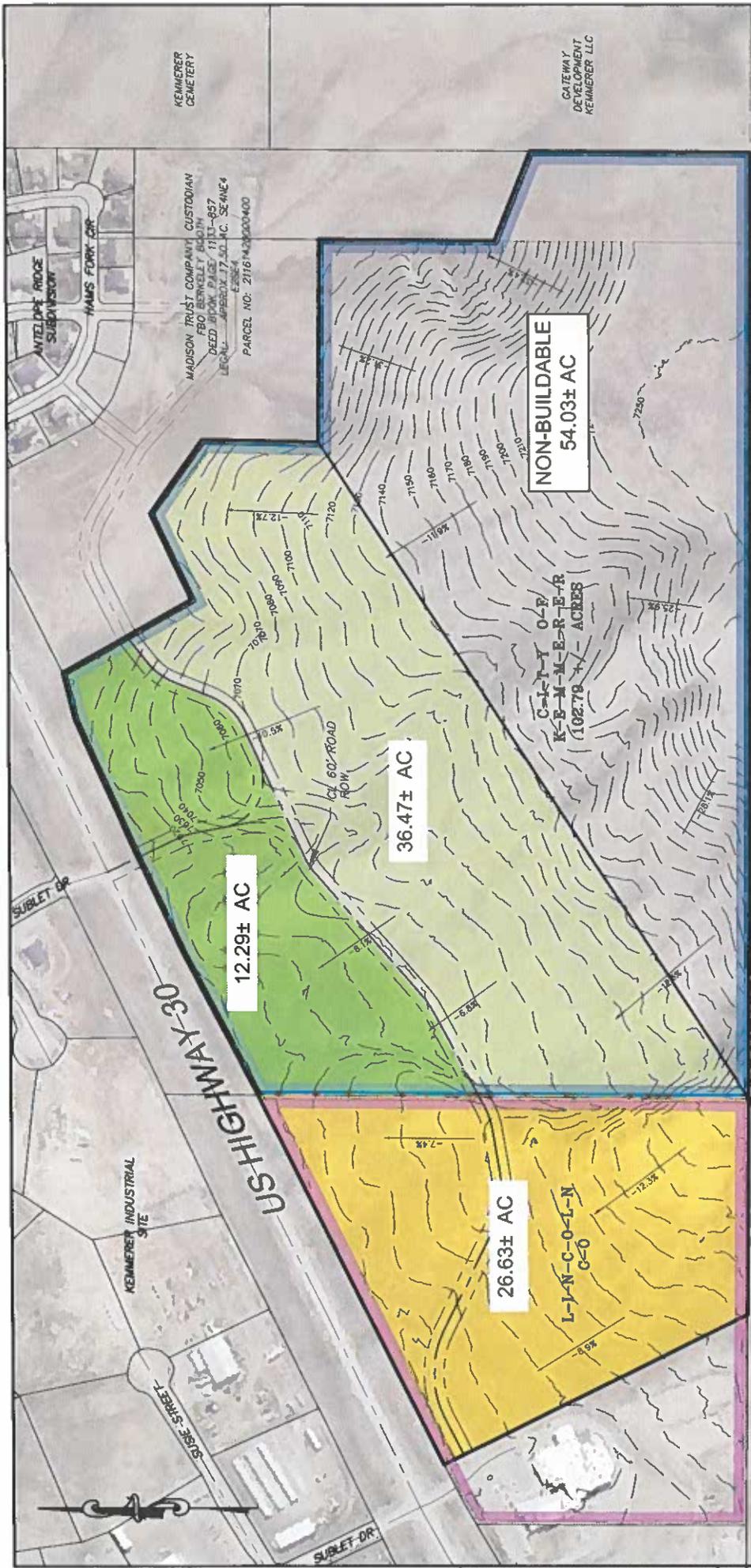
City of Kemmerer

Future Land Use & Transportation Map

- Future Potential Roads and Trails**
- Potential Road
 - Potential Trail
- Future Potential Annexation**
- ▨ Future Potential Annexation
- Future Potential Development Properties**
- ⋯ Future Potential Development Properties
- Future Potential General Plan Land Use Areas**
- Light Green: Agriculture - 1,156 ac - 20%
 - Brown: High-Density Residential - 50 ac - 1%
 - Yellow: Low-Density Residential - 2,089 ac - 38%
 - Blue: Public - 386 ac - 7%
 - Red: Commercial - 399 ac - 7%
 - Purple: Industrial - 1,472 ac - 27%
- Current City Boundaries**
- ▭ Kemmerer
 - ▭ Diamondville



Information displayed on this map was created using the most accurate information available. It is for informational and planning purposes only and should not be considered to be an official survey, nor a substitute for any boundary dispute, of any date presented. Issued 12/2023



BLM
DEED BOOK PAGE:
LEGAL: NE1
PARCEL NO: 2116020050000

BACKMAN, ELI & AMANDA
DEED BOOK PAGE: 1053-324
LEGAL: 76.83 ACRES E2NW1/4 PT
NE4SW1/4 PT NW1/4 PT L. O. PT
PARCEL NO: 2116222000240

**- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL**

LEGEND

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



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CONCEPT FOR
**KEMMERER - LINCOLN CO.
INDUSTRIAL SITE**

PREPARED BY: DSD MAP PREPARED: 10/16/2025 PROJECT NUMBER: 23802

Highway 30 Turn Lane Improvement

The Wyoming Department of Transportation (WYDOT) has recommended that the Developer be required to widen Highway 30 Loop and construct a dedicated turn lane at the intersection of Highway 30 Loop and Canyon Road, in accordance with the plans approved and dated September 15, 2023 (the "Highway 30 Turn Lane Improvement"), as a condition of the Gateway Development. Highway 30 Turn Lane Improvement project will not be a requirement of the Phase 1A development, but will be required for any subsequent development activity.

Limitation on Lot Sales – Phase 1A

Phase 1A of the Gateway Development consists of seventy-eight (78) single-family, individually deeded residential lots. Subject to full compliance with all other terms and conditions of this Development Agreement, only the first seventy-eight (78) lots shall be eligible for home construction and sale prior to the completion of the Highway 30 Turn Lane Improvement.

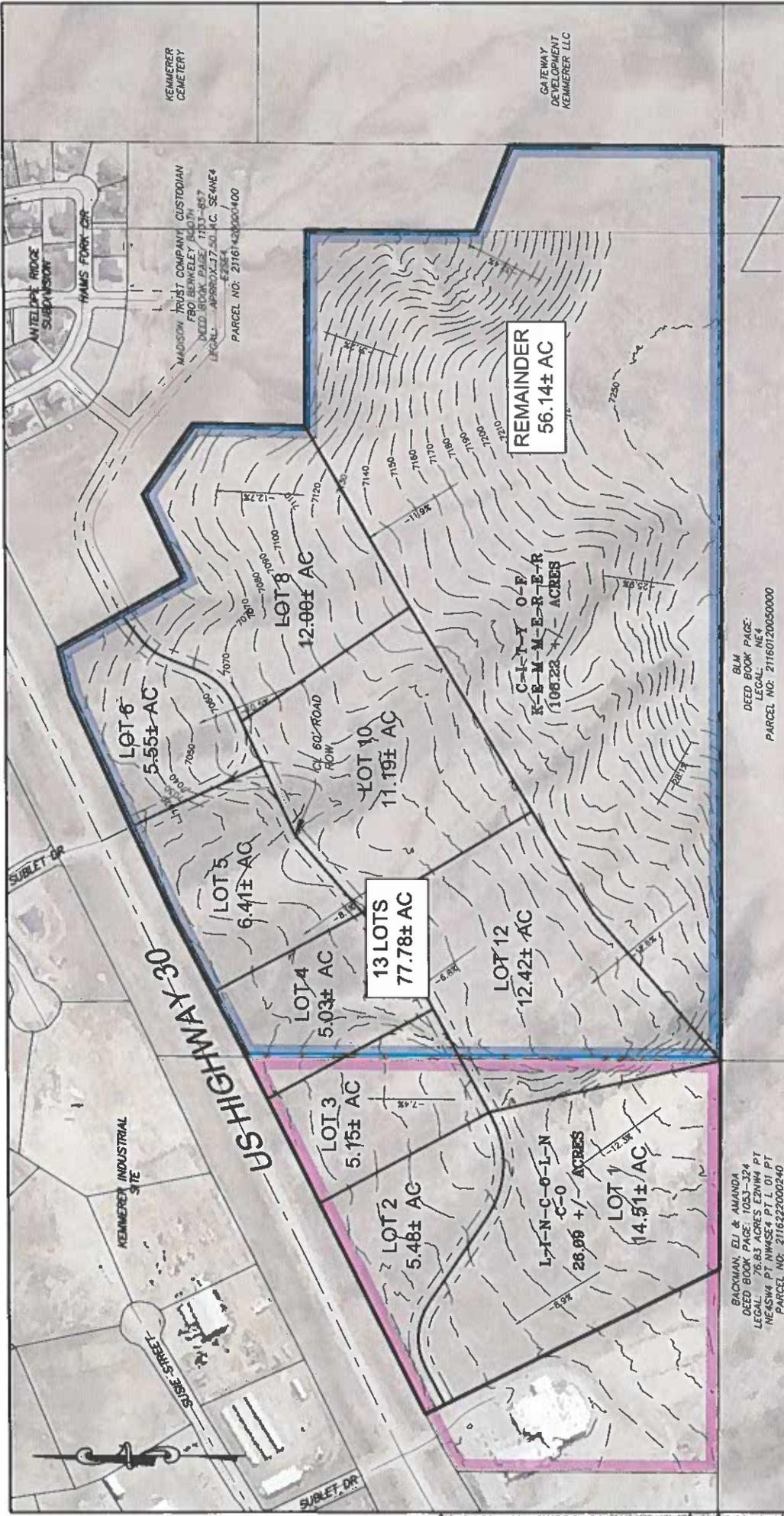
No lot in excess of the initial seventy-eight (78) lots may be sold, transferred, conveyed, or otherwise placed under contract unless and until the Highway 30 Turn Lane Improvement has been fully constructed, inspected, and formally accepted by both the City and WYDOT, or financial security meeting the requirements set forth in this Agreement has been provided to and approved by the City.

Subsequent Phases and Subdivision Approvals

If any subsequent subdivision final plat, including but not limited to Phase 1B, is approved that lies in whole or in part within the Gateway Masterplan approved on January 18, 2023, the Highway 30 Turn Lane Improvement shall be constructed prior to or concurrently with any grading, infrastructure installation, or other development activities associated with such subdivision.

The Highway 30 Turn Lane Improvement shall be secured by separate and independent financial security, meeting the same form, amount, and approval requirements as all other public infrastructure improvements required under this Development Agreement. Said financial security shall be provided prior to the approval of any final plat for such subsequent subdivision.

Under no circumstances shall any building permit, temporary certificate of occupancy, or final certificate of occupancy be issued for any structure within any subsequent subdivision until the Highway 30 Turn Lane Improvement has been fully completed and accepted by both the City and WYDOT.



BLM DEED BOOK PAGE: 1053-324
 LEGAL: NE4
 PARCEL NO: 21160120050000

BACKMAN, ELI & AMANDA
 DEED BOOK PAGE: 1053-324
 LEGAL: 76.83 ACRES E23NW4 PT NE4SW4 PT NW4SE4 PT L 01 PT
 PARCEL NO: 2116222000240

LEGEND

10' CONTOUR INTERVALS

- CITY OF KEMMERER PROPERTIES
- LINCOLN COUNTY PROPERTIES



JORGENSEN
 CONSULTING ENGINEERS
 307 877 8885
 www.jorgensen.com

Preliminary
 EXHIBIT ONLY

CONCEPT FOR
 KEMMERER - LINCOLN CO.
 INDUSTRIAL SITE

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

New
Business
(a)

AGENDA ITEM # a NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: February 9th, 2026

SUBJECT: Lincoln County Recreation Grant Application

DESCRIPTION/JUSTIFICATION:

Each year we have the opportunity to apply for equipment to enhance our recreational programs and services by applying for funding from the Lincoln County Recreation Commission. The Lincoln County Recreation Commission has previously supported our growing hockey program by funding an ice rink and has expressed willingness to grant more support, provided we have a successful program. This year we had 30 youth participate from grades 2 through 6, and now we need more equipment for the older youth, grades 7 through 12.

We also have needs for exercise equipment at the Kemmerer Recreation Center for our young adult and adult population.

We propose applying for the following:

Hockey Equipment	\$7,047.59
Recumbent Bike	\$2,395.00
Fitness Bench	\$188.07
Squat/Dumbell Rack	\$205.19
Archery Targets	<u>\$1,049.93</u>
Total	<u>\$10,885.78</u>

The itemized quantities and costs are attached.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign a letter applying for \$10,888.78 in funding from the Lincoln County Recreation Commission to go towards hockey and exercise equipment.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator; Rec Center Manager Lois Hicks;
Golf & Parks Director, John Tibbetts

Kemmerer City Hall
220 State Highway 233
www.kemmerer.org
Kemmerer, WY 83101



(307) 828-2350

Make it Matter – Make it Better – Make it Happen

February 9th, 2026

Lincoln County Recreation Commission
P.O. Box 237
LaBarge WY 83123

Re: Lincoln County Recreation Commission Grant Request for 2026 Cycle

Dear Commission Members,

The City of Kemmerer appreciates your help and support for our recreational programs and services, including our growing community hockey program. Last year, the Lincoln County Recreation Commission granted the City of Kemmerer \$12,874.43 to purchase a 30x60 foot ice rink for youth interested in developing their hockey skills, which was also available to figure skaters, and recreational skaters. This allowed our youth interested in hockey to have a place to practice and play games and was a great start for our program.

Our community hockey program started in 2024 when a group of private individuals operated an “open ice” type hockey program. Almost 40 youth participated in the program (ages 8-18). For the 2025-2026 season, the Kemmerer Recreation Department sponsored the hockey program. This season, we have 30 youth playing in the program. We currently have four teams; two in each age group, 2nd-3rd, and 4th-6th grades. This turnout has been a wonderful addition to the youth offerings in the community and has been met with high enthusiasm.

USA Hockey provides a list of equipment critical to keep our youth safe. To properly outfit a player in equipment can range from \$300-500. This can make it difficult for parents and youth to afford to play. The City of Kemmerer recognized this, and to make hockey affordable for all players, the City of Kemmerer spent over \$8476.27 to purchase much needed safety equipment, including helmets, shin pads, and elbow pads.

However, even after the grant and the City funds, we still only had about half of the equipment needed to properly outfit each participant. To raise funds to purchase the rest of the required equipment, local youth conducted a fundraiser and were able to raise \$7,000 to purchase much of the required equipment needed for the 2025-2026 season for the younger youth. The City is

keeping all procured equipment for future use, including the hockey rink, obtained through the grant received.

We would now like to expand the program to include older youth, grades 7 through 12, which will require the program to purchase more safety equipment to outfit players. We want as many youth to participate as possible and make it more affordable for those who need it. Safety of children and youth is a top priority.

We also need more exercise equipment at our Recreation Center for our young adult and adults to stay healthy.

We request the following:

Hockey Equipment	\$7,047.59
Recumbent Bike	\$2,395.00
Fitness Bench	\$188.07
Squat/Dumbbell Rack	\$205.19
Archery Targets	<u>\$1,049.93</u>
Total	<u>\$10,885.78</u>

Please see attached for the line items in this request.

Thank you for taking the time to review our application. We look forward to continuing to work with the Lincoln County Recreation Commission. If you have further questions or need to reach me, contact Kemmerer City Administrator Brian Muir via e-mail at bmuir@kemmerer.org or cell phone/text at 307-466-3128.

Sincerely,

Mayor Robert Bowen
City of Kemmerer

New
Business
(b)

AGENDA ITEM # 12 (NB OB CONSENT)

Department: Administration

Meeting Date: February 9, 2026

SUBJECT: Contract for Audit Services with Jones Simkins

BRIEF DESCRIPTION/JUSTIFICATION:

Jones Simkins has submitted a proposal to provide audit services for the next two fiscal years at an annual fee of \$22,500. This represents an increase of \$1,000 per year compared to the current contract. The proposed increase reflects rising costs associated with audit services and remains reasonable and competitive.

The current auditor has demonstrated a strong understanding of the City's financial operations, has consistently met required deadlines, and has provided reliable and professional service. Extending the contract will ensure continuity, avoid transition costs, and allow staff to continue working with an auditor familiar with the City's financial systems and reporting requirements.

If approved, the contract extension would cover audit services for the next two years at the proposed annual rate.

RECOMMENDED ACTION: Staff is recommending the extension of the City's current audit services contract with our Jones Simkins for an additional two-year period.

Attachments Provided: Yes No

Submitted by: Natasia Diers



January 30, 2026

Mayor and City Council
City of Kemmerer, Wyoming

We appreciate the opportunity to present the following contract extension to provide audit services for the City of Kemmerer, Wyoming.

By extending our contract with the City, we emphasize our commitment to the City to continue to provide an experienced partner and manager who will both be heavily involved in the audit and available to consult with City personnel and resolve issues. We also encourage direct communication with the audit partner which will minimize retraining people not familiar with the issues and will eliminate the need to re-educate new audit personnel. This significantly increases the quality and timeliness of the needed responses.

We would like to propose a two-year extension at the following rates which we feel are competitive and will allow us to meet all of the City's needs:

<u>2026</u>	<u>2027</u>
\$22,500	\$22,500

These rates include all costs for the audit services we will provide.

Again, thank you for allowing us to present this extension to provide audit services. If you would like any additional information, please do not hesitate to contact us toll-free at 877-752-1510.

Sincerely,

JASON SLEIGHT
AUDIT PARTNER



Contract extension accepted for the City of Kemmerer, Wyoming:

By: _____

Date: _____



New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: February 9, 2026

SUBJECT: Development Agreement Gateway PUD Phase IA

DESCRIPTION/JUSTIFICATION:

In preparation for an upcoming Public Hearing and the Final Plat City Council Review of the Gateway PUD Phase I Subdivision, staff has prepared and attached a proposed a final draft of the Development Agreement between The City of Kemmerer, The Kemmerer Diamondville Water and Wastewater Joint Power's Board (JPB), and Gateway Development Kemmerer LLC. The final proposed draft of this agreement has been shared with the other two parties, and depending on any changes they may propose, and our City Attorney's discussions with their attorneys, the final draft may or may not be ready by City Council meeting.

Attached and very important to the consideration of approval are the estimated probable construction costs for infrastructure (excavation, roads, sidewalk, curb, gutter, water, sewer, and storm water), including a 135% contingency for the total bond requirement, which costs have been reviewed by our City Engineer, Jorgensen Associates, Inc, but may have not yet been reviewed by the JPB. The purpose of the bond (or other agreed upon financial guarantee) is to protect the City of Kemmerer and its taxpayers in case the developer is not able to financially or otherwise complete the infrastructure projects which are part of the subdivision, in which case the City would be required to complete them, at its own costs, should there be no such guarantee. The development agreement refers to this probable infrastructure construction cost, contingency, and bond (or other financial guarantee) which would be \$8,808,700. This 135% was the same contingency agreed upon for the previous development agreement between the parties for this subdivision, which has now been re-subdivided. The 135% ideally should take into unexpected costs due to inflationary pressures on labor and supplies, and other unanticipated costs.

An issue that needs to be discussed is the turn lane required by WYDOT and its associated potential risks and costs for the City, which has been a negotiating point with the developer. WYDOT has received language from this contract that may have a bearing on risk for the City and we are awaiting their feedback. Staff is comfortable with the language in the attached agreement, but WYDOT may have additional suggestions, and the developer does not agree with the current language.

RECOMMENDED ACTION:

Review and discuss agreement and consider approval.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

CITY OF KEMMERER / SNC INVESTMENT PARTNERS

SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this ____ 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 designated as “City”, and, Elevation Development LLC, with a mailing address of 3901 E Pershing Blvd., Suite B #24, Cheyenne, WY 82001, hereafter designated as “Owner”. The Kemmerer Diamondville Water Wastewater Joint Powers Board (hereafter “JPB”), as a party.

WITNESSETH

WHEREAS, Owner platted approximately **18.48** acres of land known as The Gateway Development 1A PUD located in and in being a portion of the lands located in Tract **55** of the Township 21 N, Range 116th West, 6th Principal Meridian, City of Kemmerer, Lincoln County, State of Wyoming, and;

WHEREAS, on January 6, 2026 **at a Special Meeting**, a Finding of Facts and Conclusions and Preliminary Plat Approval with Conditions was passed by the City of Kemmerer Zoning Board, and;

WHEREAS, a proposed Final Plat of said *The Gateway Development 1A PUD* was prepared by the Owner. On December 16, 2025, at a regular meeting called to address said plat, the City of Kemmerer Zoning Board recommended approval with conditions.

WHEREAS, the final plat will be submitted in accordance with City requirements, which describes and dedicates roadway rights-of-way to the City as public rights-of-way which is designated Exhibit “A” and is hereby made a part of this agreement upon receipt and approval; and

WHEREAS, the Final Plat of The Gateway Development **1A PUD** is part of an accepted Gateway PUD Masterplan (Phase I and II) with two previously identified plat proposals, of which The Gateway Development 1A PUD falls into the Phase on area of the Phase I, of the Masterplan.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS FOR WHOLE GATEWAY PUD PHASE I PLAT

Upon Final Plat approval by the City Council, the Owner, its heirs, successors or assigns, at their sole cost and expense, shall promptly do or cause to be done the following:

I.1 Surveying:

Surveying shall be performed as set out below, unless otherwise agreed to in writing between the City and the Owner:

A. Set all subdivision corners and 1/16th corners with monuments as shown on the plat. These caps shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making survey and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction.

B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall, at minimum, be marked by ½" by 18" rebar with a 2" aluminum cap driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PT's and PC's of all curves shall be witnessed by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the City upon completion of the construction of curb and gutter.

C. A record of all elevation data for the Addition and 1/16th corners shall be submitted to the City prior to the sale of any lots.

D. A digital copy of the final subdivision plat shall be provided to the City and Lincoln County per Lincoln County GIS submittal requirements.

E. The parties may choose to omit any of the above criteria, or set a lesser standard, should the same prove to be more suitable for the project or the desire of the parties, provided however that any departures from the above shall be in writing and approved by all parties.

F. All construction of The Gateway Development 1A PUD subdivision must be completed within two (2) years of plat approval, but may be extended upon request and with approval of the Kemmerer governing body, but not to exceed March 29, 2029, which is the date of DEQ permit expiration.

G. If construction is not completed within the above timeframe, the sewer and water reserves for the project may be withdrawn by the JPB, and the City of Kemmerer may use financial security funds to complete the project without additional actions or permission.

II. EXPLICIT CONDITIONS FOR GATEWAY PUD PHASE I SUB-PHASES

2.1-2.3 (Reserved)

2.4 Construction:

A. Main water lines, sewer lines, storm sewers, and roadways, etc. shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving, curbs, gutters and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the trenches thereof properly backfilled and compacted in accordance with City requirements. The Owner receive approval from the Public Works Director and City Engineer or designated authority for any and all phases of construction. The construction shall be completed in accordance with City approved plans.

B. Owner shall provide, through its engineer, all completion documents concerning the subdivision sub-phase construction, including but not limited to: as-constructed drawings; Certificates of Completion, test results for all infrastructure, and completed "punch list" items as accepted by the JPB and City Engineer, prior to issuance of Certificate of Occupancy for any building in the Addition.

2.5 Certification of Construction; Repair Obligations:

A. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing. Within 30 days of the City's receipt of said certification, the City shall issue a Certification of Construction or issue a denial of the Certification of Construction. Any denial must be accompanied by a written reason or reasons for the denial.

B. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the Phase 1A Certification of Construction is issued by the City. This obligation includes maintenance, repair or replacement during such period, to insure that all improvements are constructed to approved specifications and approved plans, and including issues arising from acts of subcontractors, and for any other cause other than the negligent or purposeful acts of the City or JPB. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said streets dedicated to the public. In the event the Owner

fails to maintain, repair, or replace said improvements, the City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

C. Streets, accesses, ditches and culverts shall be constructed in accordance with the City of Kemmerer Subdivision Standards, 1993 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the City Engineer. The Owner or its assignees shall maintain adjacent ditches and culverts and shall replace any ditch, culvert or access that was damaged during construction. Prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance.

D. Construction on WYDOT recommended turn lane addition to Highway 30 loop shall be completed as follows:

1) Construction on WYDOT recommended turn lane addition to Highway 30 loop shall be completed as part of and connected to the start of any other Subdivision beyond Phase 1A or July 1, 2028, whichever comes first. A reasonable time period for completion of Phase 1A, as proposed by the Owner, and agreed to by the parties, is 2 years from the approval of the Phase 1A Subdivision Final Plat, but may be extended upon request and with approval of the Kemmerer Governing body, but not to exceed October 1, 2028. The first 25 lots will be eligible for home construction and sale if all other terms of the development agreement are met. Before additional lots are sold the Highway 30 turn lane must be completed or acceptable financial guarantees made for its completion. The turn lane must be started by July 1, 2028, and completed within 90 days beginning.

2) If another subdivision final plat is approved, which falls in whole or in part within the Gateway Masterplan approved January 18, 2023, the Hwy 30 turn lane must be completed in conjunction with any construction can begin in the new subdivision. But under no circumstances shall the turn lane be started later than July 1, 2028, and must be completed within 90 days construction beginning.

3) If the developer fails to start the Hwy 30 turn lane construction on or before July 1, 2028, the City may access the financial security and construct the HWY 30 turn lane, and may access any financial security to complete the project, not just the financial security given with direct connection of the turn lane project.

2.6 Construction of Streets:

A. Roadways shall be constructed in accordance with the approved plans, specifications and standards as approved by the City.

B. Single access from the street to lots shall be as depicted by the construction plans or building permit, as applicable.

C. Roadways shall be constructed in accordance with the specifications set forth by the City of Kemmerer and in conformance with the approved construction drawings for the development and with materials approved prior to construction commencement.

2.7 Drainage and Erosion Control:

A. The Owner shall provide to the City a complete grading plan along with a computation of runoff and how the Owner proposes to control said runoff. The plans shall be submitted to the City and approved by the City Engineer prior to the issuance of building permits. In addition, the Owner shall provide the City with copies of a Stormwater Pollution Prevention Plan (SWPPP).

B. Before commencing any earthwork, the Owner shall submit, and have approved by the City Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area.

2.8 Storm Sewer Requirements:

A. All storm sewer improvements shall be designed and installed to the design criteria approved by the City.

B. All public storm sewers, shall be constructed in accordance with the approved plans, specifications and standards approved by the City.

C. Minimum culvert diameter is 18" unless otherwise approved by the City Engineer.

2.9 Water and Sewer:

A. Owner shall have water and sewer improvements designed and certified by a professional engineer and submit the design to the City of Kemmerer and Wyoming Department of Environmental Quality (WDEQ) for approval prior to construction. Owner shall install, public water lines, sanitary sewer lines, mains and manholes in accordance with the approved WDEQ design, specification and construction standards approved by the City. The gravity sewer lines to be installed with a minimum size determined by the City engineer, and in accordance with the approved plans. The Owner shall also prepare and submit, to the City and the WDEQ, water and

sewer capacity studies to determine the minimum pipe size required to meet the demands of the approved Masterplan for the development.

B. Curb boxes shall be placed at the front of the general utility easement in front of each lot and the Owner shall protect, during the subsequent course of developing the subdivision, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement of such that are damaged or destroyed, to the satisfaction of the City & JPB. If the Owner fails or refuses to promptly repair or replace such boxes as required, the City or JPB may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade at the time the paving work is completed in the Sub-Phase.

C. All public water lines, mains, sanitary sewer lines, and manholes as shown on the plans and specifications approved by WDEQ and specified herein, shall be installed in accordance with the design and construction requirements established by the City and JPB.

D. The Owner shall construct the necessary water lines up to and through the sub-phase. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City and JPB.

E. The Owner, at its cost, shall install water service lines and sewer lines in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City and JPB through the easement at the front of lots in the sub-phase.

F. The Owner shall protect manhole covers and rings from damage and shall be solely responsible for repair or replacement to the City's and JPB's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade and install concrete diamonds around the manholes. The Owner agrees to protect and hold harmless and indemnify the City and JPB from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said subdivision by the Owner, and said obligation shall continue until the sewer line and the system within the subdivision is accepted by the City's and JPB representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said subdivision.

G. The Owner agrees to abide by the rules and regulations of the JPB regarding the use of its water and sewer facilities, all relevant ordinances of the City of Kemmerer relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40 CFR, Part 403) and all JPB requirements relating to industrial pretreatment.

2.10 Easements:

Ten-foot-wide utility easements shall be required along each front lot line, along with any approved access/drainage/utility easements as shown on approved plans.

2.11 Street and Traffic Signs and Controls:

Street signs shall have a green background and white letters and be erected in accordance with Section 2D-38 of the Manual of Uniform Traffic Control Devices for Streets and Highways. The Owner shall be responsible for furnishing and installing all street and traffic signs and controls as indicated on the approved plans or as determined by the City to be necessary.

2.12 Underground Utilities and Street Lights:

All new utilities shall be placed underground. The Owner shall work with Rocky Mountain Power to install 100-watt light-emitting diode LED streetlights on wood poles or other approved poles at the locations determined by the City. Upon acceptance of the work, the City will pay the monthly charges to Rocky Mountain Power for the lights.

2.13 Soils Analysis:

The Owner shall provide the City Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Test results, soil analysis and foundation designs shall be submitted to the Building Inspector and Code Enforcement, or their designee, for approval. Approval of the construction plans is required before a building permit will be issued.

2.14 Issuance of Building Permits:

The City shall issue building permits at such point in time as underground utilities are in place and a road base is placed at grade and approved by the City. Owner shall have the top of the foundation footings surveyed and set at the appropriate height above the to-be-established level of the back of walk if a walk is not in place.

2.15 Issuance of Occupancy Permits:

- A. Prior to the issuance of occupancy permits by the City, the Owner shall do the following:
- B. Substantial completion of all improvements as spelled out in lines 1.1 , 1.2 and 2.4-2.13.

2.16 Compliance with City Codes and Ordinances:

The Owner shall comply with all applicable City codes and ordinances.

III SURETY REQUIRED BEFORE CONSTRUCTION APPROVAL CAN BE GRANTED

The Owner shall provide financial surety for sub-phase construction at 135% of the approved estimate, and for the warranty period described in 2.5(B) above, with a method or a combination of methods described below.

3.1 Performance Bond(s).

A. The Owner may post a performance bond, at the time of application for construction commencement following final subdivision plat approval by the Governing Body, in an amount estimated by the City Engineer as sufficient to secure to the City the satisfactory construction, installation, and dedications of the uncompleted portion of required improvements identified as necessary to the sub-phase completion, at 135%. The performance bond shall also secure all lot improvements on the individual lots of the sub-phase in question as required in City regulations.

B. Such performance bond shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in City regulations. The period within which required improvements must be completed shall be specified by the Governing Body in the resolution approving the sub-phase application seeking to start construction and lot sales of that sub-phase and shall be incorporated in the bond and shall not in any event exceed two years from date of approval.

C. Such bond shall be approved by the City Council as to amount and surety and conditions satisfactory to the Governing Body. The Governing Body may, upon proof of difficulty, extend the completion date set forth in such bond for a maximum period of one additional year. The Governing Body may at any time during the period of such bond, accept a substitution of principal or sureties on the bond upon recommendation of the City Attorney and City Engineer.

3.2 Irrevocable Letter of Credit. Subject to the approval of the Governing Body, the Owner may provide an irrevocable letter of credit from the bank or other reputable financial institution. This letter shall be deposited with the Governing Body and shall certify the following:

A. That the creditor guarantees funds in an amount equal to 135% of the cost, as estimated by the City Engineer and approved by the Governing Body, of completing all required improvements identified as necessary to the sub-phase completion.

B. That if the Owner fails to complete the specified improvements within the required period, the creditor will pay to the City of Kemmerer immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.

C. That this irrevocable letter of credit may not be withdrawn or reduced in amount until released by the Governing Body or agreed to by the Governing Body following approval of written resolution.

3.3 A project may be constructed without Owner provided financial security as otherwise required herein provided that the Owner/Subdivider submits to the City, a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company, in an amount estimated by the City Engineer as sufficient to 135% of the amount necessary to complete construction of the work to be constructed as outlined in the Subdivision sub-phase at issue.

3.4 Local Improvement District. The City is considering the creation of one or more Local Improvement Districts (LID) to assist in financing the construction costs of the project. The LID shall follow State Statute, and if Bonds are issued for the project, income from said bonds shall be used for the infrastructure improvement construction costs of the project(s). The Owners understand and acknowledge that the LID funds do not cover the warranty period. The Owners understand and acknowledge that the LID funds do not cover up to 135% of the estimated costs security required but can and will be applied as part of the calculations towards meeting that requirement. The Owners understand and acknowledge that Wyoming State Statutory bid and contract requirements (Including but not limited to title 15-6-101 et seq. & title 16) for all improvements construction contracts and City Ordinance public improvement requirements and procedures shall be followed to be eligible to use LID generated Bond monies. This includes any reimbursements for construction after approval is granted but before LID Bond funds are available. Any reimbursement must have a reimbursement agreement in place prior to the start of construction. If such requirements and procedures are not followed, LID Bond funds shall not be used.

3.5 Wyoming State Grants. The City is considering making a Grant Application to the State of Wyoming to assist in the cost of the infrastructure associated with all of part of The Gateway Development 1A PUD. The Owners understand and acknowledge that any Grant funds do not cover the warranty period but are only applied to project costs associated with designated infrastructure. The Owners understand and acknowledge that the Grant funds do not cover up to 135% of the estimated costs security required but can and will be applied as part of the calculations towards meeting that requirement. The Owners understand and acknowledge that Wyoming State Statutory bid requirements for all public improvement construction contracts and City Ordinance public improvement requirements and procedures shall be followed to be eligible to use grant funds towards the infrastructure costs. This includes any reimbursements made for engineering done for those identified infrastructures before submitting the plat and construction started before the grant is made. If such requirements and procedures are not followed, Grant funds shall not be used for the project.

3.6 Temporary Improvement. The Owner shall build and pay for all costs of temporary improvements required by the Governing Body and shall maintain same for the period specified by the Governing Body. Prior to construction of any temporary facility or improvement, the developer shall file with the Governing Body a separate suitable bond for temporary facilities, which bond shall ensure that the temporary facilities will be properly constructed, maintained, and removed.

3.7 Restructuring the Form of Surety. The Owner may be allowed to restructure the method or combination of methods used to meet the surety obligation if accepted by the Governing Body at the Governing Body's sole discretion. Any restructuring may consider construction completed as a reason to reduce the amount of surety necessary but must still provide the financial security for the City of Kemmerer necessary to complete the project in question and provide for reasonable warranty coverage.

3.8 Bonding or other financial Surety for the Highway 30 Turn Lane is addressed in Section 2.5(D) of the document and is not included in the calculations and time frames set forth in this section.

IV. OBLIGATIONS OF THE CITY AND/OR JPB.

4.1 The City will assume the obligation as to the maintenance and repair of all streets within each sub-phase upon compliance with the terms of this agreement and acceptance of the same in writing by the City as per this agreement (See 2.5).

4.2 The City shall provide all City services that are available to all incorporated additions to the City.

4.3 The Joint Powers Board shall furnish water and sewer service to said addition under such terms and upon such conditions as have been agreed upon by the parties.

4.4 The Joint Powers Board will assume the obligation as to the maintenance and repair of all water and sewer mains, and fire hydrants within said subdivision upon compliance with the terms of this agreement.

4.5 The City shall issue a building permit pursuant to the Kemmerer Municipal Code, under the terms of this agreement and upon performance by the Owner and Applicant of the conditions set forth above. No Building Permits or Residential Certificate of Occupancies will be issued until all explicit conditions, which are attached as Appendix C, except the landscaping (weather permitting) are completed and inspected by the City Building Official or his representative in accordance with the Kemmerer' Municipal Code.

V. REMEDIES

In the event the Owner and Applicant fail to do, or fail to cause to be done, any of the requirements set forth in this contract the City may at its option, do any or all of the following:

A. Refuse to issue a building permit or Certificate of Occupancy to the Owner and Applicant, its successors, or assigns in interest.

B. After written notice to Owner and Applicant of those items which have not been completed or properly completed, and upon failure to cure the same by Owner and Applicant within a reasonable period of time, (identified in Section 2.3(D) of this document and in the sub-phase construction approval document) the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with the third party to do so, the Owner and Applicant agree to pay any and all costs resulting therefrom upon demand by the City.

C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have a law or in equity and are not a limitation on the same. The Owner and Applicant further agree to pay all the City's and/or JPB's reasonable attorney's fees, court costs, and litigation costs in the event the City and/or JPB is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

D. Complete Owner obligations using surety accepted per Section III.

VII. CERTIFICATION OF AUTHORITY

Mark Germain, Managing Member of Elevation Development LLC, Applicant, the undersigned, hereby state and certify that he has full authority to bind and obligate said Owner and Applicant to each and every term and provision of this agreement.

VIII. MISCELLANEOUS AGREEMENTS

A. This agreement shall be binding upon and shall inure to the obligations and benefits of all parties hereto, their successors, and assigns.

B. The City and JPB retain all and do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statute Section 1-39-101, *et seq.* or any other statutory or Sovereign immunities they may have. The City and JPB specifically reserve the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

C. Any litigation regarding this agreement shall be resolved in a Wyoming State Court of competent jurisdiction situated in Lincoln County, Wyoming.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

CITY OF KEMMERER, WYOMING
A Municipal Corporation

Robert Bowen,
Mayor

Mark Germain
Managing Member,
Elevation Development LLC

ATTEST:

Kemmerer City Clerk

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Robert Bowen, Mayor of the City of Kemmerer, this _____ day of _____, 2026.

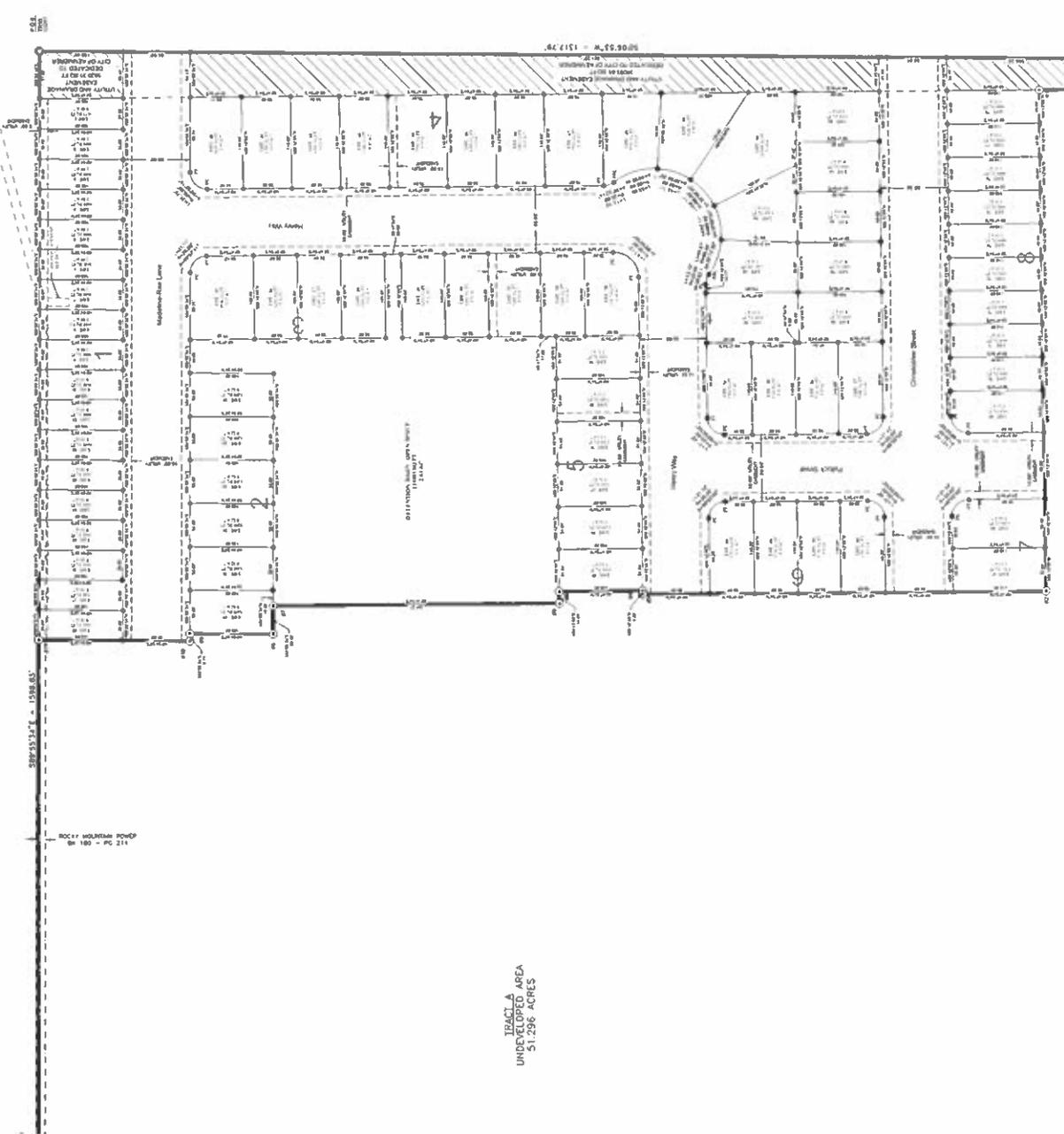
WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

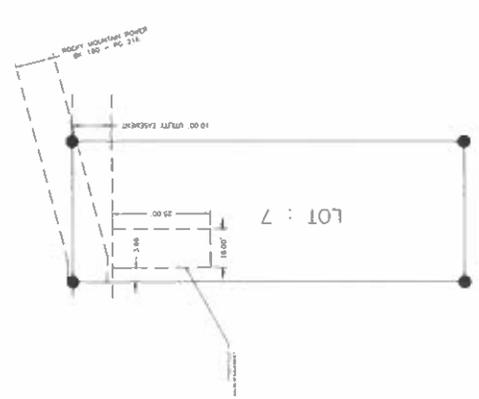
FINAL PLAT OF THE GATEWAY DEVELOPMENT 1A PUD

A RE-SUBDIVISION OF THE GATEWAY DEVELOPMENT 1A PUD AND PORTIONS OF TRACT 55, T21N, R18W
KEMMERER, LINCOLN COUNTY, WYOMING



TRACT A
UNDEVELOPED AREA
51.236 ACRES

POWER POLE ANCHOR EASEMENT DETAIL NTS



- LEGEND**
- Tract A Boundary
 - Easement
 - Subordinate Boundary
 - Lot Line
- NOTES**
1. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 2. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 3. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
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 6. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 7. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 8. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 9. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.
 10. All utility easements shall be in accordance with the Wyoming Uniform Act, R.C.M. & C.S. 1-2-101. See this survey.

VARiances APPROVED FROM SECTION 16.03 DESIGN REQUIREMENTS
WITH VARIANCE FOR PERMANENT SURVEY MONUMENTS

NOTE
SURVEY MONUMENTS WILL BE SET AFTER COMPLETION OF OVER-LOT GRADING

LABORATION

Phase 1A - Survey	781
DEVELOPED LOTS	8,377 AC
UNDEVELOPED LOTS	2,808 AC
UNDEVELOPED TRACT A	51,236 AC
TOTAL LAND AREA	62,421 AC
TOTAL LOTS	78

LAND OWNERS/DESIGNERS
ELEVATION DEVELOPMENTS, LLC
1000 North Lincoln Street
Suite 200
Cheyenne, WY 82001

JFC ENGINEERS SURVEYORS
1000 North Lincoln Street
Suite 200
Cheyenne, WY 82001

DATE: JANUARY 27, 2016

SHEET 2 OF 2

City of Kemmerer - Gateway PUD Phase 1A
City Engineer's Opinion of Probable Quantities and Construction Costs
Updated by Jorgensen Associates, Inc. - December 18, 2025

Item No.	Item	Unit	Quantity	Unit Cost	Total
Earthwork and Grading					
1	Earthwork - Cut *	CY	57,220	\$ 3.50	\$ 200,270
2	Earthwork - Fill *	CY	46,050	\$ 4.50	\$ 207,225
3	Clearing & Grubbing	SY	96,504	\$ 2.50	\$ 241,260
4	Erosion Fabric	SY	3,025	\$ 4.00	\$ 12,100
5	Seeding	SY	20,985	\$ 0.50	\$ 10,493
6	Riprap	SY	97	\$ 80.00	\$ 7,760
7	Ditch Grading (Tract A)	LF	1,728	\$ 10.00	\$ 17,280
Roads					
8	Geofabric-Seperation**	SY	12,850	\$ 3.00	\$ 38,550
9	3" Asphalt Pavement w/ 18" base	SY	12,850	\$ 100.00	\$ 1,285,000
10	4" Concrete Sidewalk w/ 4" base	SY	3,105	\$ 120.00	\$ 372,600
11	Curb and Gutter	LF	5,640	\$ 55.00	\$ 310,200
12	Valley Gutter	LF	315	\$ 100.00	\$ 31,500
13	Concrete Paving	SY	19	\$ 110.00	\$ 2,090
14	ADA Ramp	EA	10	\$ 650.00	\$ 6,500
Culinary Water					
15	6" & 8" PVC Water Main	LF	4,060	\$ 80	\$ 324,800
16	8" Waterline Fitting	EA	30	\$ 1,200	\$ 36,000
17	8" Water Valve	EA	16	\$ 2,500	\$ 40,000
18	Fire Hydrant Assembly	EA	7	\$ 10,000	\$ 70,000
19	10" PVC Water Main	LF	6	\$ 100	\$ 600
20	10" Valve & Sleeve	EA	2	\$ 7,500	\$ 15,000
21	Connect to Existing 10" Pipe**	LS	1	\$ 5,000	\$ 5,000
22	Air Vac	EA	1	\$ 9,000	\$ 9,000
23	3/4" Water Service Lines	EA	78	\$ 2,000	\$ 156,000
Sanitary Sewer					
24	4' Sanitary Sewer Manhole	EA	17	\$ 11,500	\$ 195,500
25	8" PVC Sewer Main	LF	4,522	\$ 65	\$ 293,930
26	4" Sewer Service	EA	78	\$ 2,000	\$ 156,000
27	Connect to Existing Manhole & Caps	LS	4	\$ 500	\$ 2,000
Storm Sewer					
28	12" Corrugated HDPE Storm Pipe	LF	36	\$ 110	\$ 3,960
29	15" Corrugated HDPE Storm Pipe	LF	195	\$ 130	\$ 25,350
30	18" Corrugated HDPE Storm Pipe	LF	38	\$ 150	\$ 5,700
31	24" Corrugated HDPE Storm Pipe	LF	167	\$ 144	\$ 24,048
32	30" Corrugated HDPE Storm Pipe	LF	0	\$ 255	\$ -
33	36" Corrugated HDPE Storm Pipe	LF	309	\$ 275	\$ 84,975
34	4' Storm Sewer Manhole	EA	0	\$ 10,000	\$ -
35	Flared End	EA	3	\$ 1,300	\$ 3,900
36	Curb Cut	EA	2	\$ 1,500	\$ 3,000
37	Catch Basin (single)	EA	4	\$ 6,000	\$ 24,000
38	Catch Basin (double)	EA	1	\$ 9,000	\$ 9,000
39	Outlet Structure	EA	1	\$ 4,500	\$ 4,500
40	Overflow Structure	EA	1	\$ 9,000	\$ 9,000

Lighting						
41	Light Poles	EA	7	\$	4,500	\$ 31,500
42	Power Conduit	LF	7,355	\$	23.00	\$ 169,165
Miscellaneous						
43	Street Signs	EA	11	\$	300	\$ 3,300
44	Demo - Concrete Paving	SY	19	\$	15	\$ 276
45	Waterline Demo	LF	12	\$	20	\$ 240
46	Temporary Gravel Surfacing (temp. cul-de-sac) *	SY	4,221	\$	10.50	\$ 44,321
12						
*Quantities from JFC Plans					Total	\$ 4,492,892
**Varies from JFC Estimate					10% Mobilization	\$ 449,289
					10% Construction Engineering, Surveying & Materials Testing	\$ 449,289
					15% Contingency	\$ 673,934
					Total Gateway PUD Phase 1A	\$ 6,065,404
					Bond Requirement (135% of Cost) =	\$ 8,188,300

Gateway PUD - Canyon Road / US Highway 30 Turn Lane						
Quantities from JFC 3/6/2024 - WYDOT avg bid prices used for unit costs						
Updated by Jorgensen Associates, Inc. - December 18, 2025						
Item No.	Item	Unit	Quantity	Unit Cost	Total	
Earthwork and Grading						
1	Demo Asphalt	SY	702	\$ 10.00	\$ 7,020	
2	Grading - Import Fill	CY	3,466	\$ 20.00	\$ 69,320	
Roads						
3	4" Thick Asphalt	SY	1,860	\$ 40.00	\$ 74,400	
4	10" Crushed Base	SY	1,860	\$ 30.00	\$ 55,800	
5	21" Crusher Run Subbase	SY	1,860	\$ 65.00	\$ 120,900	
Storm Sewer						
6	30" CMP FE	EA	2	\$ 1,500.00	\$ 3,000	
7	30" CMP	LF	10	\$ 150.00	\$ 1,500	
Miscellaneous						
8	Street signs to be relocated	EA	8	\$ 200.00	\$ 1,600	
9	Relocate Delineator Pole	EA	9	\$ 95.00	\$ 855	
10	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000	
					Total	\$ 340,395
					10% Mobilization	\$ 34,040
					10% Construction Engineering, Surveying & Materials Testing	\$ 34,040
					15% Contingency	\$ 51,059
					Total WYDOT Turnlane Improvements	\$ 459,533
					Bond Requirement (135% of Cost) =	\$ 620,400

City of Kemmerer - Gateway PUD Phase 1A Summary		
City Engineer's Opinion of Probable Quantities and Construction Costs		
Updated by Jorgensen Associates, Inc. - December 18, 2025		
	Estimated Construction Total	\$ 4,833,287
	10% Mobilization	\$ 483,329
	10% Construction Engineering, Surveying & Materials Testing	\$ 483,329
	15% Contingency	\$ 724,993
Total Estimated Probable Project Cost =		\$ 6,524,937
Total Bond Requirement (135% of Cost) =		\$ 8,808,700