



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, February 23, 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 23, 2026
- **DEPARTMENT REPORTS:**
- **PUBLIC HEARING:**
Final Plat of Gateway PUD Phase 1
- **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
 - General comments
- **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Meeting Minutes of February 9, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Accept the resignation of Keith Rasmussen from the Fossil Island Golf Advisory Board
 - (d) Authorize the mayor to sign the lease with Sheena Sellers for Old Town Hall Suite 101;
 - (e) Authorize the mayor to sign the Mosquito Voucher for grant reimbursement.
- **OLD BUSINESS:**
 - (a) Pass, Approve, and Adopt on 3rd 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) Gateway PUD Phase 1A Final Plat Approval (?)

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

- **ADJOURN**

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

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

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

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

Public Hearing

PUBLIC NOTICE OF PROPOSED KEMMERER SUBDIVISION ON NORTH CANYON ROAD

Notice is hereby given that the Kemmerer City Council is holding a public hearing Monday, February 23rd 2026 at 6:00 p.m. at the Kemmerer City Hall, 220 State Hwy 233, Kemmerer, Wyoming, to review, and consider approval of The Gateway Development Phase 1A PUD, an 18.49-Acre, 78-lot subdivision application and final plat on North Canyon Road, (Tax Parcel 21161430000200 & The Gateway PUD Phase 1), adjacent to the Kemmerer Cemetery, filed by Gateway Development Kemmerer, LLC. The name of the Owner/Developer on the plat was recently changed to Elevation Development, LLC. All interested persons are invited to attend and present verbal or written statements. Further information regarding this notice can be obtained from City Administrator Brian Muir, bmuir@kemmerer.org, (307) 828-4061.

Publish February 12th 2026

Consent Agenda (a)

The Kemmerer City Council met in regular session this 9th day of February 2026, at 6:00 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember Mark Quinn was absent.

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

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

DEPARTMENT REPORTS:

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

PRESENTATIONS:

Kate Zimmerman, Sam Harris, and Jamie Thornock gave the annual FBPB report.

VISITORS' COMMENTS AND PETITIONS:

Jamie Thornock and Kate Zimmerman made comments to the council. Councilmember Popp made comments.

CONSENT AGENDA:

Motion was made by Councilmember Popp 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 26, 2026, and Special Meeting Minutes of January 30, 2026, as presented;
- (b) Approval of the payment of the bills, payroll, and ACH payments as presented;

18756 NCPERS	\$48.00	18757 Wyo Retirement System	\$22,962.43
18758 Ace Hardware	23.68	18759 All West Communications	490.92
18760 Bugman, Inc.	255.00	18761 Butte Fence Inc.	60.00
18762 Century Equipment Co.	136.00	18763 Centurylink	1,022.35
18764 Centurylink Communications	13.81	18765 Dex Imaging LLC	127.35
18766 First Bank of Wyoming	5,358.41	18767 Freedom Mailing Services Inc.	249.80
18768 Golden Threads	105.00	18769 GoTo Technologies	277.22
18770 Holland Equipment	113.35	18771 Idaho Communications Inc.	13,305.56
18772 IDAWY Solid Waste District	8,718.00	18773 Intermountain Fire Protection	200.00
18774 J Solutions, Inc.	65.00	18775 Jorgensen Associates Inc.	11,948.08
18776 JUB Engineers, Inc.	14,148.91	18777 K-D Joint Powers Board	1,897.95
18778 Kemmerer Gazette	268.40	18779 Muir, Michelle	305.58

18780 Netwize	2,044.69	18781 Norco Inc.	15.50
18782 Pitney Bowes, Inc.	500.00	18783 Rocky Mountain Power	12,675.84
18784 Stout Law Center LLC	2,250.00	18785 Thornock, Jamie	14.65
18786 Tom’s HVAC LLC	32,869.04	18787 Verizon Wireless	611.77
18788 WAM-WCCA	208.00	18789 Wex Bank	1,385.10
18790 WYDOT-Financial Services	5,876.94	18791 WEBT	44,704.62
18792 Wyoming Machinery Co.	310.49	1/28/26 Federal Tax Deposit-ACH	14,280.40
1/28/26 Net Payroll Deposit-ACH	50,037.31	1/28/26 AFLAC-ACH	12.24
1/28/26 Expert Pay-ACH	1,270.52	1/28/26 Orchard Trust-ACH	725.00
1/31/26 CORE Tech Payments-ACH	22.45	1/31/26 Worldpay	94.94

- (c) Authorize the City Treasurer to write off the bad debt of the News Media Corporation in the amount of \$174.00.

OLD BUSINESS:

- (a) Motion was made by Councilmember McConkie to pass on 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; seconded by Councilmember Popp and unanimously approved by council present.

NEW BUSINESS:

- (a) Motion was made by Councilmember McConkie to authorize the mayor to sign a letter applying for a grant in the amount of \$10,885.78 from the Lincoln County Recreation Commission to go towards hockey and exercise equipment; seconded by Councilmember Price and unanimously approved by council present.
- (b) Motion was made by Councilmember McConkie to authorize the mayor to sign the extension of the city’s audit contract with Jones Simkins for an additional two-year period; seconded by Councilmember Popp and unanimously approved by council present.
- (c) Motion was made by Councilmember Popp to authorize the mayor to sign the Subdivision and Development Agreement with Elevation Development LLC for Gateway PUD Phase 1A as amended to include the addition of Appendix C, to include language of “If after ten lots receive occupancy permits and safety and operational safety issues arise as a result the turn lane will be constructed upon notice,” to correct the title of the agreement from SNC Investment Partners to Elevation Development, LLC, to correct page numbering, and to authorize staff to coordinate with the developers to draft mutually acceptable language regarding the placement of snow onto vacant lots; seconded by Councilmember Price and unanimously approved by council present.

COMMENTS:

City Administrator, Brian Muir, made comments.

ADJOURN:

There being no further business before the council, Mayor adjourned the regular meeting; 7:17 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						
10-23130 COURT BONDS HELD						
99254	BROST, JEFFREY	BR#26-0031	BOND REFUND	02/18/2026	420.00	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	4339460	FRAMES	01/09/2026	26.98	
21005	UMB CARD CENTER	89050	YEARS OF SERVICE AWARD - L	01/12/2026	51.50	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - CITY COUNCIL	01/01/2026	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	02-2026	LODGING TAX - JAN 2026	02/09/2026	2,926.64	
60226	FOSSIL BASIN PROMOTION BO	0226-02	LODGING TAX	02/18/2026	2,833.78	
ADMINISTRATION						
10-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	18484	OIL CHANGE - CODE ENFORCE	01/09/2026	84.00	
21005	UMB CARD CENTER	5004267212	FUEL - BM	01/28/2026	43.47	
21005	UMB CARD CENTER	5004267217	FUEL - CODE ENFORCEMENT V	01/28/2026	46.64	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	02-05-26	CITY COUNCIL MINUTES	02/05/2026	573.40	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5037685847	XEROX COPIER LEASE - CH	02/12/2026	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	121841091	KEMMERER ORG WEBHOSTIN	01/27/2026	299.88	
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - ADMIN	01/01/2026	134.40	
21005	UMB CARD CENTER	TIDSM229H	ICLOUD STORAGE	01/16/2026	.99	
CITY HALL COMPLEX						
10-47-150 WORKER'S COMPENSATION						
21005	UMB CARD CENTER	F63769	WIRE TERMINALS	01/09/2026	23.54	
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	596X01388507	WATER - CH	01/08/2026	36.48	
21005	UMB CARD CENTER	8513019	WYO STATE FLAGS - CH	01/22/2026	45.98	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-0126	FUEL	01/31/2026	226.15	
10-47-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F66101	NEW CITY HALL KEYS	01/28/2026	17.94	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	11194061	CLEANING SUPPLIES - CH	01/26/2026	257.91	
21005	UMB CARD CENTER	11213023	CLEANING SUPPLIES - CH	01/29/2026	72.84	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8367-0126	JANITORIAL - CITY HALL	01/31/2026	357.00	
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - BLDGS	01/01/2026	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0226-INT	BLDG MAINT - INTERNET	01/20/2026	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0226	CITY HALL	02/05/2026	1,242.00	
17007	ENBRIDGE GAS UTAH	7197-0226	CITY HALL II	02/05/2026	424.84	
POLICE ADMINISTRATION						
10-50-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0934625	LABELS	01/19/2026	22.36	
21005	UMB CARD CENTER	7569811	OFFICE SUPPLIES	01/21/2026	128.38	
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	070833	ZIPLOCK BAGS	01/08/2026	6.39	
21005	UMB CARD CENTER	75625269	RIFLE CLEANING KIT	01/02/2026	24.99	
21005	UMB CARD CENTER	F64513	KEY - CODE ENFORCEMENT V	01/15/2026	2.99	
21005	UMB CARD CENTER	RD1213037	MICROPHONE	01/20/2026	175.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-50-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	045670	OIL CHANGE	01/19/2026	209.90	
21005	UMB CARD CENTER	082865	FUEL - MJK	01/04/2026	23.95	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	062370	TOW VEHICLE	01/21/2026	560.32	
21005	UMB CARD CENTER	18557	VEHICLE MAINTENCE - JW	01/16/2026	224.00	
10-50-450 PRINTING & REPRODUCTION						
21005	UMB CARD CENTER	00GGK8NR	BUSINESS CARDS	01/23/2026	28.59	
10-50-540 RECRUITMENT						
21005	UMB CARD CENTER	080486	RECRUITMENT SUPPLIES - MJ	01/14/2026	1,201.86	
21005	UMB CARD CENTER	C-157381	LIGHT DUTY HOLSTER	01/08/2026	120.22	
10-50-560 SAFETY						
21005	UMB CARD CENTER	31533763	WORK BOOTS - NS	01/29/2026	154.36	
21005	UMB CARD CENTER	ORD1975173	EXAM GLOVES	01/29/2026	198.00	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5037528998	COPIER LEASE - PD	02/02/2026	96.00	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	3349104404	ADOBE ACROBAT SUBSCRIPTI	01/27/2026	119.88	
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - PD	01/01/2026	151.20	
10-50-820 LINEN AND UNIFORMS						
70269	GOLDEN THREADS	478724	EMBROIDERY & PATCHES	02/03/2026	44.00	
21005	UMB CARD CENTER	0101748352	COATS - DB, MJK	01/28/2026	535.50	
21005	UMB CARD CENTER	023732	UNIFORM SUPPLIES	01/14/2026	42.40	
21005	UMB CARD CENTER	055667	UNIFORM SUPPLIES	01/14/2026	72.00	
21005	UMB CARD CENTER	31533763	WORK PANTS - NS	01/29/2026	99.85	
21005	UMB CARD CENTER	7125028	TACTICAL BELT	01/29/2026	21.99	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0126	COMMUNICATIONS - 0126	01/31/2026	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	0126	PRISONER CARE - 0126	01/31/2026	120.00	
ANIMAL CONTROL						
10-55-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0070132	ANIMAL SHELTER SUPPLIES	01/22/2026	59.83	
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0226	ANIMAL SHELTER	02/05/2026	90.15	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	57934	ENG. - GATEWAY PUD PHASE 1	02/16/2026	615.00	
10020	JORGENSEN ASSOCIATES, INC	57934	ENG. - CRH TRACT 1	02/16/2026	615.00	
10020	JORGENSEN ASSOCIATES, INC	57934	ENG. - GENERAL SERVICES	02/16/2026	65.00	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	75628519	PAPER TOWELS	01/26/2026	29.97	
21005	UMB CARD CENTER	8032244	WALL CALENDAR 2026	01/09/2026	8.99	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	75626968	REPLACE RATCHETS	01/14/2026	82.57	
21005	UMB CARD CENTER	75628137	SHOP TOOLS	01/23/2026	82.55	
10-66-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	STREET - 012	FUEL	01/31/2026	2,808.82	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	0045847037	CARBON DIOXIDE / ARGON	02/03/2026	155.50	
10-66-280 EQUIPMENT MAINTENANCE						
90271	INTERMOUNTAIN SWEEPER C	126698	REPAIR BROOM & SWEEPER	02/04/2026	5,862.60	
21005	UMB CARD CENTER	75626684	ELECTRICAL TAPE / EXTENDER	01/12/2026	11.48	
21005	UMB CARD CENTER	79676	RADIO ANTENNA FOR CASE LO	01/26/2026	10.97	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - STREETS	01/01/2026	33.60	
10-66-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0226-INT	STREETS INTERNET	01/20/2026	31.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	78516	ANNUAL MEMBERSHIP	02/09/2026	25.00	
15010	ONE-CALL OF WYOMING	78516	LOCATES - 01/26	02/09/2026	57.75	
21005	UMB CARD CENTER	1213850	WORK GLOVES - CH	01/28/2026	39.58	
21005	UMB CARD CENTER	75627193	BOTTLED WATER	01/16/2026	19.95	
21005	UMB CARD CENTER	75628525	WORK GLOVES - AS	01/26/2026	19.99	
21005	UMB CARD CENTER	75628811	BEACON FOR EQUIP PIECE	01/28/2026	16.99	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0226	STREET DEPT	02/05/2026	406.01	
SANITATION - OPERATIONS/MAINT.						
10-69-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75628911	DIESEL EXHAUST FLUID	01/29/2026	650.16	
99234	GUNTER'S SERVICE	SANI-0126	FUEL	01/31/2026	1,219.31	
10-69-280 EQUIPMENT MAINTENANCE						
50116	ELLIOTT EQUIPMENT COMPAN	191729	CARLING, ASSY, SWITCH, GRIP	02/13/2026	68.26	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0226	SAN DEPT	02/05/2026	218.62	
PARKS MAINTENANCE						
10-75-250 VEHICLE MAINTENANCE & REPAIRS						
21005	UMB CARD CENTER	0504202	REAR DOOR LATCH & CABLES	01/24/2026	24.99	
21005	UMB CARD CENTER	053807	HEATER RELAY	01/28/2026	15.81	
21005	UMB CARD CENTER	4248226	REAR DOOR HANDLE - PARKS	01/26/2026	21.29	
10-75-285 BUILDING AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	493656	PAVILION @ ARCHIE NIEL PARK	01/29/2026	1,204.67	
21005	UMB CARD CENTER	6014564	LUMBER FOR ARCHIE NEIL PA	01/30/2026	455.47	
21005	UMB CARD CENTER	9741869	PICNIC TABLE - ARCHIE NIEL P	01/30/2026	2,849.61	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0226	BLDG/PARKS SHOP	02/05/2026	648.71	
MUNICIPAL COURT						
10-88-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1067426	COURT FILE LABELS	01/14/2026	21.63	
10-88-420 POSTAGE						
21005	UMB CARD CENTER	5988458-2	POSTAGE	01/16/2026	41.92	
21005	UMB CARD CENTER	5997450-2	POSTAGE	01/23/2026	20.96	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - COURT	01/01/2026	16.80	
CAPITAL PROJECTS FUND						
HIGHWAYS/STREETS						
26-64-023 ELK STREET-COULSON TO 5TH WEST						
10020	JORGENSEN ASSOCIATES, INC	57935	ENG - ELK STREET REHAB	02/16/2026	4,183.66	
PUBLIC SAFETY						
26-70-012 PD VEHICLE						
21005	UMB CARD CENTER	57643	VEHICLE WRAPS	01/28/2026	435.00	
26-70-015 REPLACE IN CAR CAMERAS						
21005	UMB CARD CENTER	050161	VEHICLE REPAIR WORK - MK	01/19/2026	1,483.20	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-240 GAS, OIL AND LUBRICANTS						
21005	UMB CARD CENTER	75627735	VALVOLINE OIL	01/20/2026	55.98	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0126	GOLF MAINT. - INTERNET	01/02/2026	34.37	
54-73-560 SAFETY						
21005	UMB CARD CENTER	014970	BOTTLED WATER	01/13/2026	6.79	
21005	UMB CARD CENTER	076260	BOTTLED WATER	01/27/2026	3.79	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0226	GOLF SHOP	02/05/2026	271.66	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE 0126	GOOGLE APPS - GOLF MAINT	01/01/2026	16.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
CLUBHOUSE						
54-80-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0023508	CLUBHOUSE RENOVATION	01/16/2026	674.21	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0126	CLUBHOUSE - INTERNET	01/02/2026	34.37	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0226	GOLF CLUBHOUSE	02/05/2026	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS,DUE						
21005	UMB CARD CENTER	65337	CLUBHOUSE - FOREUP SERVIC	02/01/2026	340.20	
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - CLUBHOUSE	01/01/2026	16.80	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-240 GAS, OIL AND LUBRICANTS						
99234	GUNTER'S SERVICE	AIRPORT - 012	FUEL	01/31/2026	340.31	
55-73-260 CONSTRUCTION & REPAIR SUPPLIES						
18099	SAGE ELECTRIC, LLC	2440	CO #1 REPLACE DAMAGED PO	09/02/2025	2,783.79	
55-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	18445	BATTERIES FOR BLOWER	01/05/2026	378.00	
55-73-285 BUILDING MAINTENANCE						
21005	UMB CARD CENTER	11194064	CLEANING SUPPLIES - AIRPOR	01/26/2026	84.32	
21005	UMB CARD CENTER	8554637	LIGHT BULBS - AIRPORT	01/02/2026	88.29	
55-73-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC	8371-0126	JANITORIAL - AIRPORT	01/31/2026	147.00	
55-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0226-INT	AIRPORT - INTERNET	01/20/2026	51.45	
55-73-560 SAFETY						
21005	UMB CARD CENTER	75628136	CLEANING SUPPLIES FOR EQU	01/23/2026	39.64	
55-73-610 PROPANE						
20887	BRIDGER VALLEY PROPANE	118340	PROPANE - HANGER & LOUNG	02/04/2026	937.69	
55-73-960 EQUIPMENT REPLACEMENT						
80179	HOOTON TECH, LLC	2026-1037	CAMERA SYSTEM	01/15/2026	12,580.00	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0213055	OFFICE SUPPLIES	01/28/2026	39.32	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	5348201	CLEANING SUPPLIES	01/14/2026	125.25	
21005	UMB CARD CENTER	F65424	TRI FOLD TOWELS & TRASH BA	01/22/2026	69.98	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	7004268	MANOMETER - ADJUST GAS VA	01/18/2026	52.24	
56-82-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8369-0126	JANITORIAL - REC CENTER	01/31/2026	556.50	
56-82-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0226-INT	REC CENTER - INTERNET	01/20/2026	31.45	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0226	REC CENTER	02/05/2026	613.48	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5037625783	COPIER LEASE - REC	02/06/2026	259.00	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - REC	01/01/2026	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
10030	J SOLUTIONS, LLC	SM260192	RELEASE RESTROOM PORTAB	02/18/2026	50.00	
21005	UMB CARD CENTER	1887448	INDOOR HOCKEY SET	01/02/2026	92.10	
21005	UMB CARD CENTER	52894674	GRAPHIC PROGRAM (MONTHL	01/29/2026	10.00	
21005	UMB CARD CENTER	75625828	THREADS & ICE TRACTION	01/06/2026	59.96	
21005	UMB CARD CENTER	75626103	SQUARE BOLTS	01/08/2026	15.16	
21005	UMB CARD CENTER	75626117	CABLE CLAMPS & EXTENSION	01/08/2026	46.73	
21005	UMB CARD CENTER	75628808	MATCHES & LIGHTER FLUID	01/28/2026	20.97	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
OUTDOOR POOL						
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0226	SWIMMING POOL	02/05/2026	140.77	
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0171422	STAMP REFILL INK	01/02/2026	8.54	
57-43-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0171422	POWER POINT CLICKER, PILLO	01/02/2026	61.95	
57-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	235004273962	FUEL - LH	01/31/2026	34.50	SLED DOG RACE - JACK
57-43-285 BUILDING AND GROUNDS MAINT						
21005	UMB CARD CENTER	082781	GARBAGE BAGS	01/29/2026	31.99	
99192	MUIR, MICHELLE	142130	DISH SOAP	02/03/2026	21.32	
57-43-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC	8370-0126	JANITORIAL - EVENT CENTER	01/31/2026	430.50	
57-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	052466	MEAL - LH	01/30/2026	25.62	SLED DOG RACE - JACK
21005	UMB CARD CENTER	086757	LUNCH IN JACKSON - SLED DO	01/30/2026	42.20	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0226	EVENT CENTER	02/05/2026	908.22	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0126	GOOGLE APPS - EC	01/01/2026	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD1785261	TABLE CLOTHS & RAGS	01/15/2026	685.93	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	00601	CATERING FOR PACIFICORP	01/11/2026	160.00	
21005	UMB CARD CENTER	008403	SODA & BOTTLED WATER	01/16/2026	59.83	
21005	UMB CARD CENTER	012888	HOT COCO & FOAM CUPS	01/20/2026	10.19	
21005	UMB CARD CENTER	0282653	PEP-O-MINT BULK PACK	01/02/2026	36.99	
21005	UMB CARD CENTER	056838	SODA & BOTTLED WATER	01/19/2026	92.39	
21005	UMB CARD CENTER	088573	TEA, COFFEE, SODA	01/27/2026	63.83	
21005	UMB CARD CENTER	100005	CATERING FOR PACIFICORP	01/13/2026	205.07	
21005	UMB CARD CENTER	100013	CATERING FOR PACIFICORP	01/14/2026	103.66	
21005	UMB CARD CENTER	10988	FISH FOSSIL SLED DOG PRIZE	01/27/2026	251.62	
99254	SEE, ELIZA	100	8TH GRADE DC - DINNER SERV	02/03/2026	75.00	
99254	EVANS, KENNA	200	8TH GRADE DC - DINNER SERV	02/03/2026	75.00	
99254	DEARDON, BREXTON	300	8TH GRADE DC - DINNER SERV	02/03/2026	75.00	
99254	CUSTER, LIAM J	400	8TH GRADE DC - DINNER SERV	02/03/2026	75.00	
VISITORS' SERVICES						
57-45-285 BUILDING AND GROUNDS MAINT.						
21005	UMB CARD CENTER	8048211	LOG CABIN HEATER GAS VALV	01/08/2026	117.86	
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0126	VISITOR CENTER - INTERNET	01/02/2026	34.36	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0226	VISITOR CENTER	02/05/2026	106.61	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	11194069	CLEANING SUPPLIES - OTH	01/26/2026	119.74	
21005	UMB CARD CENTER	9802615	DOOR LOCK - ROOM #104	01/21/2026	77.56	
21005	UMB CARD CENTER	F65871	NEW KEYS - ROOM #104	01/26/2026	11.96	
21005	UMB CARD CENTER	F65995	SCRAPER TO REMOVE WINDO	01/27/2026	11.99	
21005	UMB CARD CENTER	F66089	OTH ENTRANCE KEYS	01/28/2026	8.97	
60-93-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8368-0126	JANITORIAL - 700 CEDAR	01/31/2026	178.50	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0226	700 CEDAR	02/05/2026	520.54	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
KEMMERER POWER STATION UNIT 1						
71-43-200	POLICE K9					
16000	PACESETTER K9 LLC	10185	SINGLE PURPOSE NARCOTICS	01/27/2026	13,000.00	
21005	UMB CARD CENTER	328599	K-9 EQUIPMENT	01/29/2026	258.99	K-9 TRAINING & HANDLIN
21005	UMB CARD CENTER	BV76B7	FLIGHT TICKETS - DB	01/27/2026	439.79	K-9 TRAINING & HANDLIN
Grand Totals:					81,411.35	

Local Purchases	Non-Local Purchase
\$ 5,333.41	\$12,952.26

UMB Total: \$ 18,285.67

CREDIT: \$(120.22)

Big Ticket Purchases:

Skaggs Public Safety, UT: \$1,201.86

Adgraphix llc, MO: \$435.00

The Home Depot, Rock Springs WY: \$455.47

The Home Depot, Rock Springs WY: \$674.21

5.11 Inc., CA: \$535.50

Google Work Space, CA: \$554.40

Southwest Airlines, TX: \$439.79

AlSCO Inc., UT: \$685.93

Foreup.com, UT: \$340.20

MetalMart, Logan UT: 1,204.67

Amazon, WA: \$2849.61

Consent Agenda (c)

Re: Resignation

Brian Muir <bmuir@kemmerer.org>

Tue, Feb 10, 2026 at 9:16 AM

To: keith Rasmussen <golferkrass@hotmail.com>

Cc: Karla Hodge <khodge15@hotmail.com>, Tammy Krell <tamkrell@hotmail.com>, John Tibbetts <jtibbetts@kemmerer.org>, Buck and Gayle Wood <bgwood1@hotmail.com>, "mbatista@kemmerer.org" <mbatista@kemmerer.org>, "matthewfagnant@gmail.com" <matthewfagnant@gmail.com>, Fossil Island <fossilisland@kemmerer.org>, Natasia Diers <ndiers@kemmerer.org>

Keith

Thank you for your service! You will be missed.

Brian

Brian Muir
City Administrator
City of Kemmerer
220 State Highway 233
Kemmerer WY 83101
307-828-4061 Office
307-466-3128 Cell
bmuir@kemmerer.org



E-mail correspondence to and from me in connection with this transaction of public business is subject to the Wyoming Public Records Act and may be disclosed to third parties.

On Feb 9, 2026, at 5:32 PM, keith Rasmussen <golferkrass@hotmail.com> wrote:

Due to personal reasons and responsibilities I will no longer be able to serve as part of the Fossil island golf advisory board. Thank you for all your hard work and dedication to the golf course and truly making the golf course strive. It was a team effort and we did great things for the golfing community. Thank you.

Consent Agenda (d)

AGENDA ITEM # d (NB OB CONSENT)

Department: Administration

Meeting Date: February 23, 2026

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 101

BRIEF DESCRIPTION/JUSTIFICATION:

Sheena Sellers is entering her 8th year of leasing Suite 101 at Old Town Hall. Her rent will remain on the 5⁺ year step. The monthly rent amount is \$243.20 plus monthly utilities and property tax.

RECOMMENDED ACTION: Staff recommends approval of the lease with Sheena Sellers for Suite 101 at Old Town Hall

Attachments Provided: Yes X No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 23rd day of February, 2026 between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Sheena Sellers, of 5624 East Highway 30, P O Box 466, Kemmerer WY 83101, herein referred to as lessee.

RECITALS

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

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

SECTION ONE Description of Premises

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

Suite 101 of said building that encloses or consists of approximately two hundred fifty six (256) square feet of space.

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

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

SECTION TWO

Term of Lease

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

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of two thousand nine hundred eighteen dollars and forty cents (\$2,918.40) for the term of this lease, payable in advance in 12 equal monthly payments of two hundred forty three dollars and twenty cents (\$243.20). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made. The monthly remaining payments are due and shall be paid on or before the first day of each month for the succeeding months' rental. Payments shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth of the succeeding month. If a monthly payment is delinquent there shall be an additional fifty-dollar (\$50.00) fee added to the monthly payment. On lessee's failure to pay the rental on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of one hundred sixty dollars and zero cents (\$160.00) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not

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

The security deposit will draw no interest.

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

SECTION SIX

Restrictions on Use

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

SECTION SEVEN

Taxes

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

SECTION EIGHT

Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting two hundred fifty six (256) square feet of space as described above in Section One. The total building square footage is five thousand seven hundred thirty five (5,735). There are approximately three thousand sixty seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay four and one half percent (4.5%) of the

monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of seven percent (7%) of the total square footage. Lessee will be billed by lessor on or before the first day of each month for the succeeding month for these utilities and property tax. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the twenty-fifth (25th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

SECTION SEVENTEEN
Effect of Breach

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

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

2. Lessor may seek a cease and desist order from the court in compliance with Wyoming law. Upon doing so, this lease shall terminate and the lessor may seek relevant damages as may be mitigated by any reletting to another party.

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

Lessor will erect a general sign outside the building. Lessor will also affix Suite numbers on the doors and walls by each Suite. A business sign that measures up to two (2) feet by two (2) feet may be affixed flat against the wall by lessee on the wall outside of the door of their leased space. No other signs or notices shall be taped or attached to the walls in the common areas or outside doors in the building. Upon the termination of this lease, lessor will remove all signs.

SECTION TWENTY

Services Provided by Lessor

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

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO

Sovereign Immunity and No Third Party Rights

Lessor is a governmental entity and does not waive sovereign immunity by entering into this Lease and specifically retains immunity and all defenses available to it as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. The parties do not intend to create in any other

individual or entity the status of third party beneficiary, and this lease agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this lease agreement shall operate only between the parties to this lease, and shall inure solely to the benefit of the parties to this lease agreement. The provisions of this agreement are intended only to assist the parties in determining and performing their obligations hereunder. The parties to this agreement intend and expressly agree that only parties signatory to this agreement shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this lease agreement, or to bring an action for the breach of this lease agreement.

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: NATASIA DIERS,
City Clerk-Treasurer

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Consent Agenda (e)

AGENDA ITEM # e (NB OB CONSENT)

Department: Administration

Meeting Date: February 23, 2023

**SUBJECT: AUTHORIZE MAYOR TO SIGN EMERGENCY INSECT
MANAGEMENT PAYMENT VOUCHER**

The City has been awarded a grant in the amount of \$2,998.00 from the Department of Agriculture for the 2025 summer mosquito control program.

In order to receive reimbursement of these grant funds, the City must submit the attached payment voucher to the Department of Agriculture. Approval of this item authorizes the Mayor to execute and submit the voucher for reimbursement in the amount of \$2,998.00.

RECOMMENDED ACTION:

Recommend the council authorize the mayor to sign the payment voucher.

Attachments Provided: Yes X No

Submitted by: Natasia Diers

WOLFS-102
REV. 7/12/2016

**STATE OF WYOMING
PAYMENT VOUCHER
VENDOR SIGNATURE**

APPROVAL
DOCUMENT APPROVAL _____
SCREEN APPROVAL _____
DATE APPROVED _____

BATCH ID: TRAN AGENCY ID NUMBER

DOCUMENT ID: GAX BFY: 25

DATE:

MM	DD	YY
07	01	25

VENDOR CLAIMANT INFORMATION

VENDOR NUMBER: VC
VENDOR NAME: Town of Kemmerer
VENDOR ADDRESS: 220 State Highway 233

KEMMERER WY 83101
CITY STATE ZIP+4

IMPORTANT INSTRUCTIONS TO VENDOR

1. Payment cannot be made until this voucher is completed. Claims for payment must be fully itemized as to date and a complete description of goods/services provided.
2. Claimant must sign in ink under vendor certification.
3. Fill out in triplicate and return signed/completed original and one copy to applicable agency.
4. The invoice number will print on your warrant remittance advice. A copy of the payment voucher will not be returned.
5. THE STATE OF WYOMING IS TAX EXEMPT - 83620667

GOODS DELIVERED/SERVICES PERFORMED AT:

RETURN PAYMENT VOUCHER TO:

Wyoming Department of Agriculture
Attn: Lindsey Woodward
6607 Campstool Road
Cheyenne, WY 82007

PURCHASE DATE	VENDOR INVOICE NUMBER	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		2025 Wyoming Emergency Insect Management Grant Grant Approval Date: 04/25/25 Program Title: Kemmerer Area Mosquito Control Annual Mosquito Control Budget Code: BFY25 0451				\$0.00 \$0.00 \$2,998.00 \$0.00 \$0.00 \$0.00
PAYMENT VOUCHER CONTINUATION SHEET WOLFS-102A ATTACHED.						

Time in connection with discount offered will be computed from the date of delivery or from date correct bill submitted on this form by vendor is received, whichever is later.

Vendor Discount Terms

TOTAL TO PAY

2,998.00

The Vendor certifies that no form of discrimination because of race, creed, color, sex, national origin or for any other reasons exist in the performance of the authorized services.

VENDOR CERTIFICATION

I certify, under penalty of perjury, that each item included in this voucher is correct, that the voucher contains no incorrect information, and that I have not previously received payment for any item listed on this voucher.

Dated: 8-23-26

Claimant Signature in Ink, and Title

Robert Bowen, Mayor

AGENCY AUTHORIZED USE ONLY

LINE NO	EVENT TYPE	LINE DESCRIPTION	LINE AMOUNT	BY	FY	VENDOR INVOICE	INVOICE LINE				
01											
INVOICE DATE	CHECK DESCRIPTION		DOC CODE	DOC DEPT	DOCUMENT ID	VNDR LINE	COM LINE	ACCT LINE	REF TYPE		
FUND	DEPT	UNIT	APPR UNIT	OBJ/ REV	SUB OBJ	REV	FUNCTION	PROGRAM	PHASE	PROG PERIOD	B/S ACCT

LINE NO	EVENT TYPE	LINE DESCRIPTION	LINE AMOUNT	BY	FY	VENDOR INVOICE	INVOICE LINE				
02											
INVOICE DATE	CHECK DESCRIPTION		DOC CODE	DOC DEPT	DOCUMENT ID	VNDR LINE	COM LINE	ACCT LINE	REF TYPE		
FUND	DEPT	UNIT	APPR UNIT	OBJ/ REV	SUB OBJ	REV	FUNCTION	PROGRAM	PHASE	PROG PERIOD	B/S ACCT

CONTINUATION CODING SHEET WOLFS-112 ATTACHED

PAYMENT VOUCHER APPROVAL

I certify that this voucher and the items included herein for payment are correct and just in all respects.

By: _____
AGENCY APPROVAL Date _____

and that this voucher is approved for payment.

By: _____
AGENCY DIRECTOR / DESIGNEE APPROVAL Date _____

AGENCY OPTIONAL USE

Approval #1 _____
Approval #2 _____
Approval #3 _____
Date Accepted _____

Old Business (a)

AGENDA ITEM # OLD BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: January 26, 2026
February 9, 2026
February 23, 2026

SUBJECT: 3rd 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. At its February 9th, 2026 Meeting, the Kemmerer City Council passed this on 2nd Reading. Note that CUBY is reconsidering purchasing this property and is considering alternative sites due to excavation costs. Staff still considers this zone as the best use for these parcels.

RECOMMENDED ACTION:

Pass, **approve, and adopt** on 3rd and Final 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

ORDINANCE NO. 2025-901

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF KEMMERER TO REZONE A CITY-OWNED PARCEL AND A COUNTY-OWNED PARCEL

WHEREAS, the City of Kemmerer, the property owner of 94.5-acre parcel #2116-154-000-0100, desires to rezone it for a new Light Industrial Park; and

WHEREAS, Lincoln County, the property owner of the 26.09-acre parcel #2116-153-000-2500 adjacent to and West of the City's parcel and East of the Lincoln County Justice Center, has had opportunity to comment on the City's desire from them to rezone their property to I-1 Light Industrial, and is considering being a part of the new Light Industrial Park, and has expressed no objection to such rezone;

WHEREAS, the Kemmerer Zoning Board and the City of Kemmerer Governing Body has determined this request is consistent with the Kemmerer Comprehensive Plan and meets the requirements of Section 23-108(g)(1-3);

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming that the official zoning map is hereby amended to rezone 94.5 acres of City-owned land from RA-Residential to I-1 Light Industrial, contained within Lincoln County Assessor's Parcel #2116-154-000-0100, lying: South of State Highway 30, West of Antelope Ridge Subdivision and East of the Lincoln County Justice Center; and to also rezone 26.09 acres of Lincoln County-owned land from A-Agricultural to I-1 Light Industrial, contained within Lincoln County Assessor's Parcel #2116-153-000-2500, lying: South of State Highway 30, West of Antelope Ridge Subdivision, East of the Lincoln County Justice Center, and West of the adjacent to the City-owned 94.5-acre parcel; in accordance with Exhibit "A", attached to and incorporated herein.

PASSED on First Reading this day 26th day of January 2026.

PASSED on Second Reading this 9th day of February 2026.

PASSED, APPROVED AND ADOPTED on Third Reading this 23rd day of February 2026.

CITY OF KEMMERER, WYOMING

BY:

ROBERT BOWEN,
MAYOR

ATTEST:

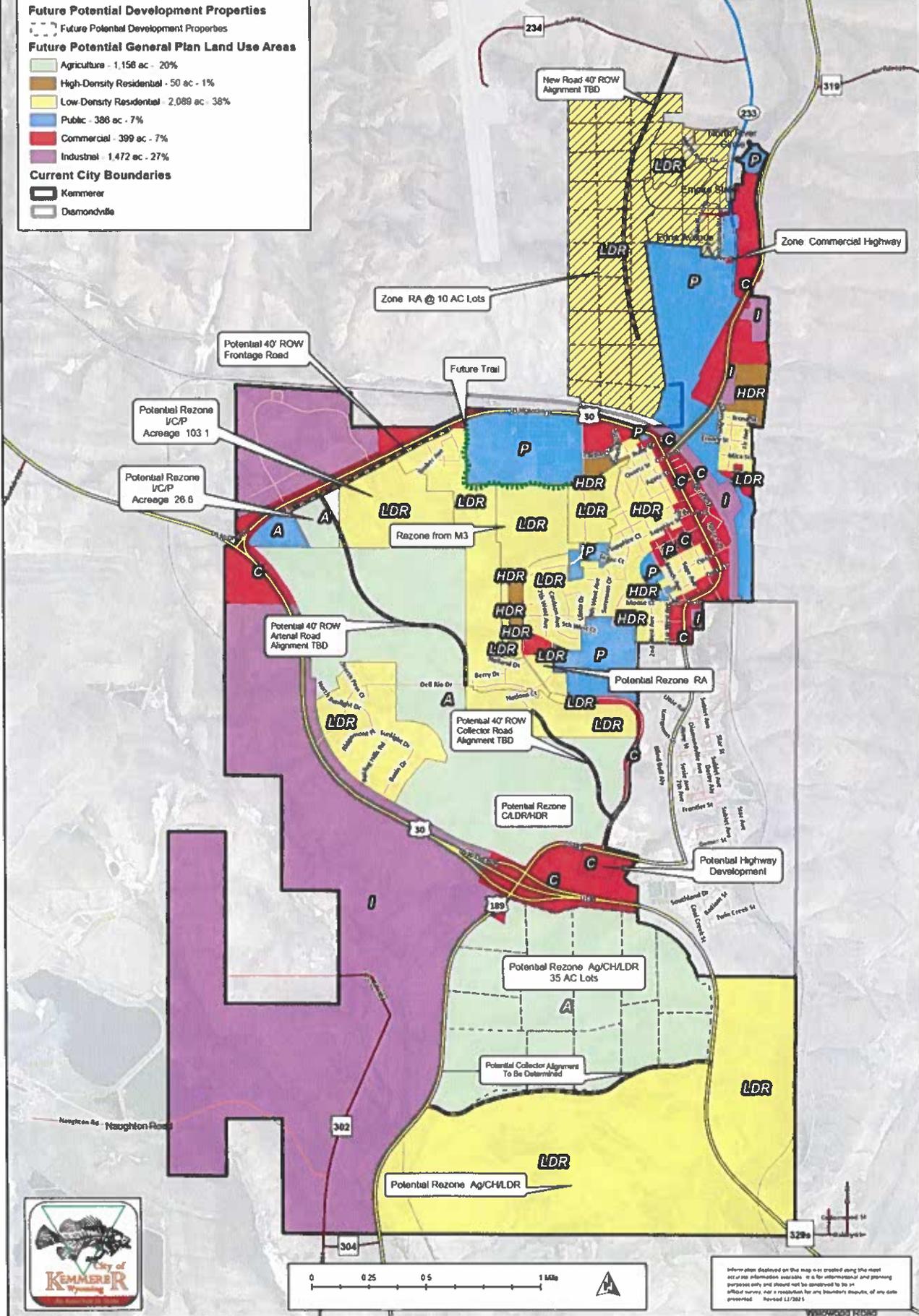
NATASIA DIERS
CITY CLERK-TREASURER

Publish Date: March 5, 2026

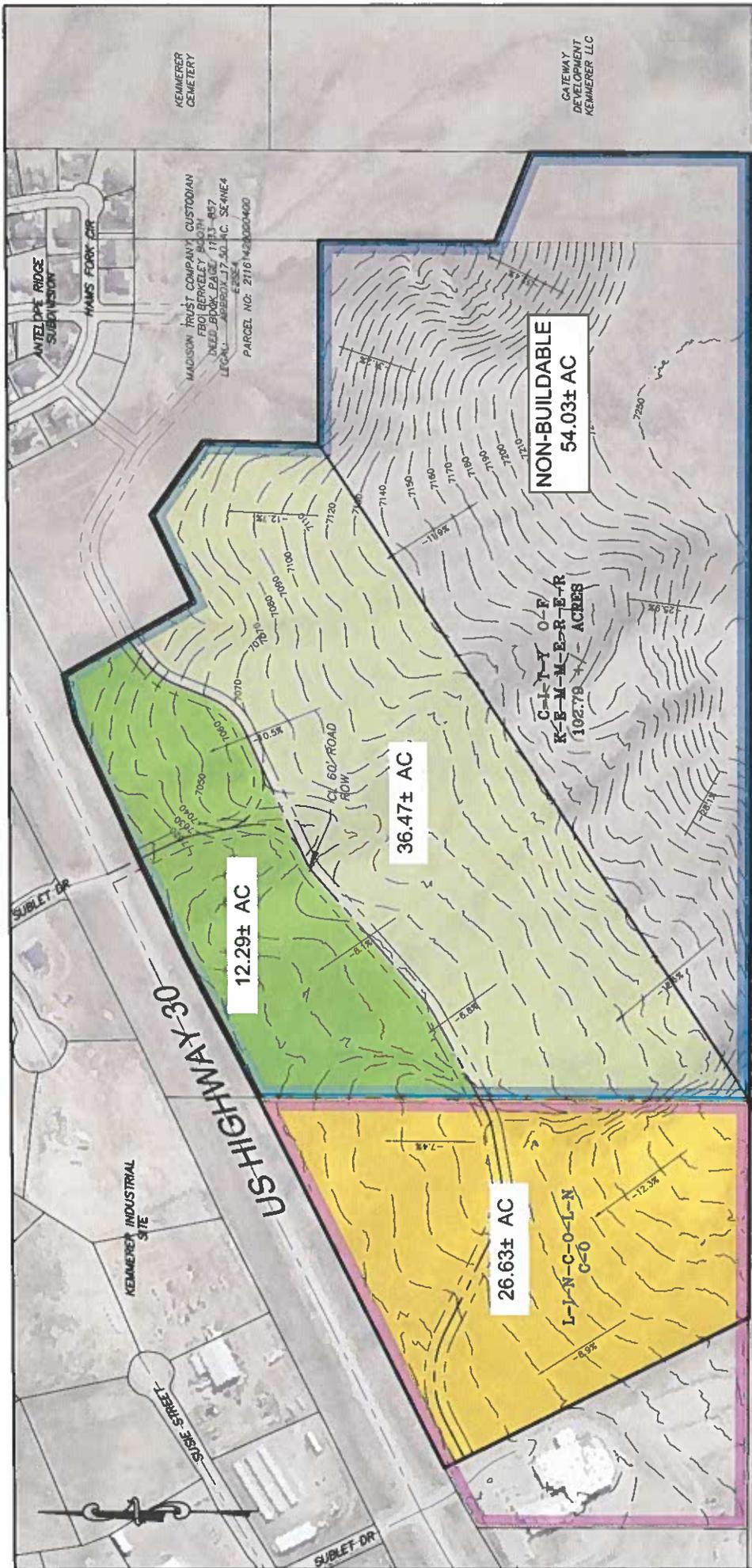
City of Kemmerer

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**
- Agriculture - 1,156 ac - 20%
 - High-Density Residential - 50 ac - 1%
 - Low-Density Residential - 2,089 ac - 36%
 - Public - 386 ac - 7%
 - Commercial - 399 ac - 7%
 - Industrial - 1,472 ac - 27%
- Current City Boundaries**
- Kemmerer
 - Diamondville



Information displayed on this map was created using the most recent data available. It is for informational and planning purposes only and should not be considered to be an official survey. Not a resolution for any boundary results, of any date presented. Revised 11/2021



- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

CONCEPT

FOR
KEMMERER - LINCOLN CO.
INDUSTRIAL SITE

LEGEND

10' CONTOUR INTERVALS



JORGENSEN
LINCOLN COUNTY WYOMING 307 877 2882
www.jorgensen.com

PREPARED BY: DSD

MAP PREPARED: 10/16/2025

PROJECT NUMBER: 23802

New
Business
(a)

AGENDA ITEM # a NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: February 23rd, 2026

SUBJECT: Final Plat Replat of Gateway Planned Unit Development (PUD) Phase 1A

DESCRIPTION/JUSTIFICATION:

On January 18th 2023, the Kemmerer Zoning Board approved the Gateway PUD Master Plan (Phase I and II) with eight conditions. (See attached January 18 2023, Finding of Facts and Conclusions, Gateway PUD Master Plan (Phase I and II) for all eight conditions.) Conditions #1 was that there be a development agreement with the City of Kemmerer with a phasing plan and timelines; #7, that the applicant complete a traffic impact study to determine if the PUD will necessitate improvements to Canyon Road at any phase of development to accommodate increased traffic generated by the development; and #8, that a traffic impact study be conducted with WYDOT, and recommendations be implemented *to avoid the City of Kemmerer being responsible for the cost of necessary improvements in the future as the development adds residents*. Based on the WYDOT study, WYDOT concluded that a turn lane must be installed on Highway 30 turning onto Canyon Road.

A Final Plat of Gateway PUD Phase I was approved on February 24th 2025, which was broken into Phase 1A, 1B, and 1C. Since then, the owner/developer, Gateway Development Kemmerer LLC, determined they need to re-subdivide Phase I in order to reduce infrastructure costs and respond to market demand. In its September 16, 2025 meeting the zoning board held a public hearing with no public comment to review the new preliminary re-plat, The Gateway Development 1A PUD. Before reviewing the re-plat of the subdivision, the zoning board denied two of the three variance requests related to this re-plat, one regarding changing the minimum curve radius from 150 feet to 60 feet and another regarding changing the right of way widths from 80 to 60 feet. Subsequently they tabled the item to go on the October 21, 2025 meeting so that the applicant could re-plat the subdivision to conform to the City code on curve radius and right-of-way widths. In its October 21, 2025 meeting the zoning board reviewed the preliminary plat again and voted unanimously to accept it with the condition that the deficiencies noted by the City Planner be addressed prior to final plat approval.

In its February 9th 2026 Regular Meeting the Kemmerer City Council approved a development agreement for The Gateway Development 1A PUD, the first subdivision of Phase I of the Gateway PUD Phase PUD Master Plan, setting forth the terms of the WYDOT turn, which WYDOT has verbally approved OK'd. The Owner/Applicant, Elevation Development LLC, has not yet signed the agreement and may still have concerns about the turn lane and there are also discussions about placing snow on undeveloped lots. The agreement must be completed before Final Plat Approval is given.

Planning Staff has reviewed the final plat application package for compliance with Section 20-14 "Procedures -Final Plat" of Kemmerer City Code. The City Engineer has reviewed the final plat

package for compliance with Section 20-15 “Procedures-Final Plat.” (See two attached working document “checklists” showing compliance with city code.) All appears to be in order for final plat approval.

Notices of the required public hearing for February 23, 2026 for the final plat have been posted in the *Kemmerer Gazette*. The public has the opportunity for written or verbal comment. The public hearing will have been held prior to this new business item, as well as the approval of the development agreement between The City of Kemmerer and Elevation Development LLC. The Kemmerer Diamondville Water and Wastewater Joint Powers Board is also a party and they will also need to approve the final draft of this agreement for final plat approval to be in full force.

Both an electronic copy (attached) and mylar version (signed by Jason W. Stephen, the new applicant) of the final plat have been provided by the developer and it appears to be in order.

Conclusions

The revised final plat for Phase 1A generally complies with the City’s subdivision regulations.

Options for City Council Action

1. **Approve** the final plat as submitted.
2. **Table the Decision** – request additional information.
3. **Deny** the final plat.

Staff Recommendation

Staff recommends **approval** of the Final Plat of The Gateway 1A PUD, provided the Development Agreement is signed by the developer and JPB.

Attachments Provided: Yes X No

- January 18 2023, Finding of Facts and Conclusions, Gateway PUD Master Plan (Phase I and II).
- December 18, 2025 Finding of Facts and Conclusions of Law and Decision for the Preliminary Re-Plat of Phase I of the Gateway PUD Phase 1A.
- December 16, 2025 Regular Session Zoning Board Minutes.
- January 6, 2026 Special Session Zoning Board Minutes.
- The Final Plat [Map] of The Gateway Development PUD 1A
- The Gateway Development PUD 1A Planner/Engineer Checklist Review Feb 19 2026
- The Gateway Development PUD 1A Engineer Checklist Review (detailed) Dec 3 2025

Submitted by: Brian Muir, City Administrator, City Planner Alison Tompkins, and City Engineer Brian Gray

**Gateway PUD Masterplan (Phase I and II)
Preliminary Plat of Phase I of the Gateway PUD
Before the City of Kemmerer, Wyoming
Planning and Zoning Board
Hearing concluded January 18, 2023**

Finding of Facts and Conclusions

The Developer provided outline of the general project to the City in an effort to streamline the project, process and procedures.

On the 30th of November, 2022, the zoning board received a subdivision Application & Preliminary Plat from Canyon Road Holdings, LLC, a Wyoming company. A hearing was held before Kemmerer Zoning Board. Issues raised included Cul-de-sac dimensions; minimum block size; zoning restrictions, changes and lines; slope grades on some streets; water drainage and soil conditions; and the related storm water management. Input from Brent McClarnon of the Joint Powers Board was taken concerning water and sewer capacity and necessary improvements. It was recognized that the proposed subdivision was altered to utilize the Planned Unit Development (PUD) section (Kemmerer Code Section 23-101 et al) to facilitate Zoning designations and unclear zoning lines on the property.

Therefore, because many questions were raised, the hearing was not closed and no action was taken to approve, approve with conditions nor deny the application and plat. Rather, the hearing was adjourned and continued to allow additional time for information gathering and plan alterations.

On Friday December 2, 2022 an email was sent to the City Planner and City Administrator outlining issues and solution topics concerning the PUD, to be addressed the a

December 14th, Planning and Zoning Special meeting.

The Kemmerer Zoning Board met in a Special Meeting on the 14th day of December, 2022, to reopen the hearing concerning the PUD. The Zoning Board expressed concerns about lot size. Cul-de-sac changes to better accommodate snow removal were examined. Other issues previously raised were addressed, such as road engineering, topsoil replacement, variance requests, road slope grade, cul-de-sac slope grade, road names. Need for package of design and construction documents to be provided to the city engineer was raised. The hearing was again placed in recess without the Board taking final action or closing the hearing.

A meeting for December 28th, 2022 was set but later vacated, in favor of the Regular January, 2023 meeting.

The Kemmerer Zoning Board met in a regular meeting this 18th day of January, 2023. The project was renamed Gateway PUD. Following additional discussion and clarification a Motions to Approve with Conditions was passed.

FINDING OF FACTS AND CONCLUSIONS OF LAW

The following issues were considered by the Board while examining the proposed PUD, plat, and plans:

- (a) The need for additional residential sites in the areas.

With many economic growth projects in the area, it is believed that there is a need for additional residential site in the community.

- (b) The type and price of homes which can be realistically built in the proposed subdivision.

It was expressed several times that it was believed that the lots, and by extension the future homes, are too small for the area. Concern was raised about the ability to sell the lots and homes in the development. The developer expressed that several home builders have already been contacted, and that due diligence has been completed which leaves the developer to believe that this will meet market demands. As it is the developers risk, and the lot sizes do fit in acceptable ordinance ranges the decision was left to the developers.

- (c) What lot sizes would be most appropriate.
Please refer to section b, above.
- (d) Whether areas should be reserved for business or industrial use.
The area is proper for residential, and would not interfere with commercial development, nor is the area more fitting for commercial or industrial.
- (e) Does the proposed subdivision include special scenic locations or areas of historical importance which need to be preserved?
No, the area does not need preservation or historic or scenic reasons.
- (f) Will school and/or playground sites be required?
The School district was consulted. No space is needed for school purposes. No additional park is needed, but a walking path area and dual-purpose retention basins are included.
- (g) If the plat abuts a major street or expressway, will additional rights-of-way or limited access features be necessary?
A traffic study with Wyoming Department of Transportation is being required, and recommendations of said study will be required.
- (h) Are portions of the area subject to flooding and rapid runoff?
Yes, a great deal of the time examination the PUD concerned water drainage plans being engineered, for the protection of lots in the development, road in the development, lower elevation roads outside the development, and properties outside the development.
- (i) Are soil conditions favorable for construction purposes?
Soil conditions are not favorable. But it is believed that by the project engineers and city engineer, all issues will be addressed. It is also recommended that top soil removed from the area be replaced by comparable or superior top soil.
- (j) How can water, sanitary sewer, storm sewer, electric and gas utility services be provided?
Utilities have been involved, especially the Joint Powers Board, to address this issue. These issues will require letters confirming said utilities can and will be provided as the development moves forward.
- (k) Can the subdivision be designed as part of an existing neighborhood?
Yes, it will be integrated.
- (l) Can any of the land adjacent to the site be included?
Land adjacent is not included, as it included the local cemetery and some land not likely a candidate for development.

- (m) Will the site be adversely affected by its surrounding environment, or will the proposed usage adversely affect the environment?
No, as engineers have addressed areas of concern, primarily water runoff and low lying collection points.
- (n) What legal or tax problems are likely to be encountered?
No concerns raised or known to exist.
- (o) Will the proposed subdivision create unreasonable financial burdens for the City of Kemmerer and its present/future inhabitants?
It is believed that the development will increase property tax revenue and sales tax revenue. Open space maintenance and street maintenance and snow removal will add additional costs to the city.
- (p) Such other and further descriptions and analysis as may be required by the board.
- (q) Estimated gallons per day of water requirements.
The Joint Powers Board was involved in the process from the very beginning and has stated the water system and sewer system has the capacity to support the proposed development without cause for concern. The system may need an upgraded or new lift station, but said lift station was already part of future plans.
- (r) Estimated total number of gallons per day of sewage to be treated.
See above answer in q. gallons were not calculated by the Board, but rather the needs were addressed by the Joint Powers Board, operator of the water and sewer systems.
- (s) An analysis of preliminary storm drainage problems and methods for caring for storm runoffs.
Snowmelt runoff and storm drainage plans were addressed by project engineers and approved by the city engineer.
- (t) A letter from all utility companies involved addressed to the board, setting forth any comments they may have concerning the design of the plat as it affects their utility services.
Received early in the process.
- (u) Whether the proposed subdivision is a logical and feasible addition to the City of Kemmerer.
Yes, the project is a logical and feasible addition to the City of Kemmerer.
- (v) Whether the extension of basic services, such as water and sewer systems, police and fire protection, garbage and other services customarily provided by a municipality, can be economically and effectively furnished to the proposed subdivision.
Yes, such services can be provided.

(w) Whether the subdivision can be incorporated into the city as an efficient administrative and operational unit.

Yes the subdivision/PUD can be efficiently administered by the City of Kemmerer.

The Planning and Zoning Board addressed three (3) variance requests for the "Gateway PUD." They are as follows:

a) Alternate size of survey monuments (sized as 3 inch caps and 2 inch pipe) be allowed to be used in place of City Code specified 4 inch square concrete at 36 inch depth.

The Board heard input from the city engineer.

Variance request GRANTED.

b) Block to exceed maximum size on Madeline Rae Lane. The residence lots on the street backs against Cemetery District property, and Cemetery did not request or agree to access from Gateway PUD.

Variance request GRANTED.

c) Block to exceed maximum size on Dutton Pass. No hardship or proper reasons provided to support said variance.

Variance request DENIED.

The Planning and Zoning Board Concludes that the "Gateway PUD" has reached substantial compliance with the City of Kemmerer Ordinance Sections 20 (Subdivisions) and Sections (Planed Unit Development).

Gateway PUD Masterplan (Phase I and Phase II) is hereby:

APPROVED with the following conditions:

- a) The applicant shall enter into a development agreement with the City of Kemmerer.
The agreement shall include a development phasing plan which illustrates each phase of development and an approximate timeline for completion. Size and development schedule of future phases may be amended, however, substantial deviations from an approved PUD plan may require additional review and approval by the zoning board.
- b) Proposed improvements (roads/paths, water, sewer, stormwater, etc.) associated with each phase of development shall be constructed or bonded prior to final plat approval of each phase. If not constructed at the time of final plat approval, a development agreement and financial guarantee shall be required to ensure completion of improvements as proposed.
- c) Projects engineers will continue to work with the city engineer on water drainage needs, identifying if said drainage is on site, off site or a combination and mitigate impacts.
- d) Projects engineers will continue to work with the city engineer on topsoil replacement and necessary soil conditions for building. (Note Paragraph “d” was not in motion by oversight, but was discussed at length).
- e) Proposed improvements shall meet minimum design standards of responsible agencies (streets, water, sewer, stormwater, etc.).
- f) An accepted schedule for implementation must be provided.

- g) Applicant shall complete a traffic impact study to determine if the PUD will necessitate improvements to Canyon Road at any phase of development to accommodate increased traffic generated by the development.
- h) A Traffic impact study shall be conducted with WYDOT, and recommendations will be implemented to avoid the City of Kemmerer being responsible for the cost of necessary improvements in the future as the development adds residence.

The **Preliminary Plat of Phase I of the Gateway PUD** is hereby:

APPROVED with the following conditions:

- a) The applicant shall enter into a development agreement with the City of Kemmerer. The agreement shall include a development phasing plan which illustrates each phase of development and an approximate timeline for completion. Size and development schedule of future phases may be amended, however, substantial deviations from an approved PUD plan may require additional review and approval by the zoning board.
- b) Proposed improvements (roads/paths, water, sewer, stormwater, etc.) associated with each phase of development shall be constructed or bonded prior to final plat approval of each phase. If not constructed at the time of final plat approval, a development agreement and financial guarantee shall be required to ensure completion of improvements as proposed.
- c) Projects engineers will continue to work with the city engineer on water drainage needs, identifying if said drainage is on site, off site or a combination and mitigate impacts.

- d) Projects engineers will continue to work with the city engineer on top soil replacement and necessary soil conditions for building. (Note Paragraph "d" was not in motion by oversight but was discussed at length).
- e) Proposed improvements shall meet minimum design standards of responsible agencies (streets, water, sewer, stormwater, etc.).
- f) An accepted schedule for implementation must be provided.
- g) Applicant shall complete a traffic impact study to determine if the PUD will necessitate improvements to Canyon Road at any phase of development to accommodate increased traffic generated by the development.
- h) A Traffic impact study shall be conducted with WYDOT, and recommendations will be implemented to avoid the City of Kemmerer being responsible for the cost of necessary improvements in the future as the development adds residence.

Conditional approval shall allow development for eighteen months from the date of execution of this document.


Colton Sandall, Chairman
Kemmerer Planning and Zoning Board


Attest

Preliminary Re-Plat of Phase I of the Gateway PUD, Phase 1A
Before the City of Kemmerer, Wyoming
Zoning Board
Hearing concluded December 18, 2025

Finding of Facts and Conclusions of Law and Decision

On November 30, 2022, the City of Kemmerer received an application for the Gateway PUD Master Plan and the preliminary plat of Phase I of the subdivision.

A hearing was held by the Kemmerer Zoning Board on January 18, 2023. Issues raised at the hearing included cul-de-sac dimensions, minimum block size, zoning restrictions, changes in lines, slope and grades on some streets, water drainage and soil conditions, and related storm water management. Input was considered from the Kemmerer Diamondville Water and Waste Water Joint Powers Board.

As a result of the questions raised, the issue was tabled, and no action was taken. The hearing was adjourned to allow for additional information to be gathered.

On December 14, 2022, the Kemmerer Zoning Board met in a Special Meeting to reopen the hearing. The Zoning Board expressed concerns about lot size. The additional issues previously raised were also discussed as well as the need for a package of design and construction documents. The matter was again tabled without taking final action or closing the hearing.

On January 18th, 2023, the Kemmerer Zoning Board again discussed issues needing clarification. Following all discussion, a motion was made, seconded, and the **Gateway PUD Master Plan (Phase I and II)** was approved with the following conditions:

1. The applicant shall enter into a development agreement with the City of Kemmerer.

The agreement shall include a development phasing plan that illustrates each phase of the development and an approximate timeline for completion. Size and development schedule for further phases may be amended; however, substantial deviation from an approved PUD plan may require additional review and approval by the zoning board.

2. Proposed improvements (roads/paths, water, sewer, stormwater, etc.) associated with each phase of development shall be constructed or bonded prior to final plat approval of each phase. If not constructed at the time of final plat approval, a development agreement and financial guarantee shall be required to ensure completion of improvements as proposed.
3. Projects engineers will continue to work with the city engineer on water drainage needs, identifying if said drainage is on site, off site or a combination and mitigate impacts.
4. Projects engineers will continue to work with the city engineer on topsoil replacement and the necessary soil conditions for building. (Note Paragraph "d" was not in motion by oversight, but was discussed at length).
5. Proposed improvements shall meet minimum design standards of responsible agencies (streets, water, sewer, stormwater, etc.).
6. An accepted schedule for implementation must be provided.
7. Applicant shall complete a traffic impact study to determine if the PUD will necessitate improvements to Canyon Road at any phase of development to accommodate increased traffic generated by the development.
8. A Traffic impact study shall be conducted with WYDOT, and recommendations will be implemented to avoid the City of Kemmerer being responsible for the cost of necessary improvements in the future as the development adds residents.

In addition to the above, the **Preliminary Plat of Phase I of the Gateway PUD** was approved with the following conditions:

1. The applicant shall enter into a development agreement with the City of Kemmerer. The agreement shall include a development phasing plan which illustrates each phase of development and an approximate timeline for completion. Size and development schedule of future phases may be amended, however, substantial deviations from an approved PUD plan may require additional review and approval by the zoning board.
2. Proposed improvements (roads/paths, water, sewer, stormwater, etc.) associated with each phase of development shall be constructed or bonded prior to final plat approval of each phase. If not constructed at the time of final plat approval, a development agreement and financial guarantee shall be required to ensure completion of improvements as proposed.
3. Project engineers will continue to work with the city engineer on water drainage needs, identifying if said drainage is on site, off site or a combination and mitigate impacts.
4. Projects engineers will continue to work with the city engineer on top soil replacement and necessary soil conditions for building. (Note Paragraph “d” was not in motion by oversight but was discussed at length).
5. Proposed improvements shall meet minimum design standards of responsible agencies (streets, water, sewer, stormwater, etc.).
6. An accepted schedule for implementation must be provided.
7. Applicant shall complete a traffic impact study to determine if the PUD will necessitate improvements to Canyon Road at any phase of development to accommodate increased traffic generated by the development.
8. A Traffic impact study shall be conducted with WYDOT, and recommendations will be implemented to avoid the City of Kemmerer being responsible for the cost of necessary improvements in the future as the development adds residences.

On the 28th of August, 2025, the City received a subdivision Application & Revised Preliminary

Plat of The Gateway PUD Phase I, named Gateway Development 1A PUD, from Gateway Development Kemmerer, LLC, a Wyoming company. The applicant requested to replat Phase 1A while vacating the previously approved preliminary plat for Phase 2. On September 16th, 2025, a public hearing was held before the Kemmerer Zoning Board to review associated changes to the Gateway PUD Phase 1 and 2 Master Plan previously conditionally approved on January 18th, 2023. During the public hearing, the board heard from Jason Stephens of Gateway Construction about why the proposed changes are necessary to the Master Plan, which he said were to make the development more cost-effective, which will in turn make home ownership in the development more attainable. Street design, space, and density were considered, and the redesign would help with lowering infrastructure costs. The proposed changes included a simplified street layout, increased lot density, as well as a change moving the border of Phase 1 south into Phase 2. The board reviewed the proposed changes to determine if the proposed changes should be considered a substantial change and determined that the changes do not constitute a substantial change. This motion was certified and adopted by the Zoning Board in Resolution 2025-863 on September 16th, 2025.

At the September 16, 2025, Zoning Board meeting and after determining that the proposed replat did not constitute a substantial change, another hearing was held before the Kemmerer Zoning Board for the Gateway Development 1A PUD re-subdivision application. Issues raised included the need to re-subdivide to have an increase in lot density and change in street design, intended to make the development more efficient and create a more affordable product for prospective homeowners. It was proposed that the three variance requests for the Gateway PUD 1A be discussed before reviewing the subdivision application, which occurred as follows:

1. The first variance request was for the installation of permanent survey monuments to

allow 30-inch flare ended aluminum pipe monument around boundaries with a three and a fourth inch cap with magnets, which was approved.

2. The second variance request was for a curblin radius of 60 feet, (City code requires 150 feet), which was denied due to safety and snow removal concerns expressed by City Staff.
3. The third variance request was a 60-foot minimum right-of-way for all streets (City code requires 80-foot), to better facilitate the use and development of the subdivision to align with the plan for the Gateway PUD, which was denied due to concerns from staff about significant additional costs to the city for snow removal.

Lastly, the preliminary plat itself was discussed. The board determined that because they denied the variance requests for curve radius and right-of-way widths, it would be necessary for the Phase 1A plat to be redesigned and consequently tabled the subdivision application decision. The Kemmerer Zoning Board met in its Regular Meeting on October 21st, 2025, and removed from the table and reviewed the Gateway PUD Phase 1A Preliminary Plat. The Zoning Board expressed concerns if there was sufficient open space provided. It was determined that this was enough for this phase of development, and Mark Germain of Gateway Development Kemmerer, LLC, commented that the developers intend to dedicate the appropriate amount of open space, and the next phases of the development will have open space, including walking trails. The Zoning Board expressed concerns about the detention basin and whether it was quality open space, and whether having playgrounds around the detention basin would be desired, and the need for having appropriate signs to warn public about potential dangers during storms. Dan Kennedy of JFC Engineering, the developer's engineer, stated that these types of detention basins drain in 24 hours or less with a significant storm event and could be used for snow

storage. Staff mentioned that the location of the detention basin would not be ideal for snow storage. The Board voted unanimously to accept the preliminary plat with the condition that the deficiencies noted by the City Planner are addressed prior to final plat approval, which deficiencies are noted as follows:

1. **Street Design and Circulation:** Modifications have been made to street alignment and connectivity. The extension of Remington Way and Christopher Street must align with the proposed streets in Phase 2. Street width meets the 80' min right-of-way standards of Kemmerer City Code.
2. **Public Dedications:** The preliminary plat includes a 2.64-acre area, labeled detention area/open space. The zoning board will need to determine whether this qualifies as open space pursuant to Section 20-6(s) of City Code, below. An alternative to dedication could occur if agreed upon by the city council.

Section 20-6(s) of City Code – “To enable the development of public uses to serve the subdivision, dedication of areas or sites of a character, extent and location suitable for parks, schools, open space, greenbelts, trails, trail heads with associated parking lots, places for the City to dump or place snow, or other public purposes (other than streets) shall be dedicated as follows: The minimum percent of the total land to be dedicated shall be 5%; and the zoning board shall have discretion as to whether the quality of land so dedicated is sufficient based on slope, topography, soil, drainage, vegetation, and other criteria it deems necessary for the area to be beneficial to public use. Any land dedicated beyond the minimum 5% shall be determined in like manner by the zoning board.”

3. **Missing Information:**

- a. Lot numbers are not shown.
 - b. Lot sizes are not provided.
 - c. Pursuant to Section 20-6(h) -Clarification is needed regarding utility easements; they appear to be in the right-of-way, except for existing overhead power lines (eastern and northern lots only) and a drainage easement. Rocky Mountain Power requires a minimum of 10' around lots.
4. Street Section: The proposed street sections do meet the 80' minimum right of way standard but may require adjustment to facilitate snow plowing and removal. This should be discussed further with city staff.
 5. Corner Design: The knuckle design at the corner of Remington Way (cul-de-sac) meets minimum dimensional standards and is considered a good solution for that location.
 6. Drainage: Potential changes to the original drainage plan may necessitate a detention area in the northeast corner of the property. This determination will require further engineering analysis.

The Kemmerer Zoning Board met in its Regular Meeting on December 16, 2025, to review the November 7, 2025, new submission of the Final Plat of the Gateway PUD Phase 1A, including the November 3, 2025, Final Plat Map, located as described in the attached legal description, Appendix A. In general it was found that the submission complied with Kemmerer's subdivision regulations; however, approval was conditioned upon submission of the outstanding items listed on pages 1 and 2 of the City of Kemmerer Staff Report for the replat at December 16, 2025, meeting. The Board voted to approve the Final Plat with the condition that any deficiencies noted by the planner and the engineer in the December 16, 2025, packet are addressed and compliant prior to final plat approval.

The Preliminary Plat of Gateway PUD Phase 1A is hereby approved with the following conditions:

1. Provide a tie-in exhibit or phasing plan to confirm alignment of Remington Way and Christopher Street with future Phase 2. *(Section 20-6 (b. and c.) of Kemmerer City Code)*
2. Refine street typical sections: revisit the proposed 80' right-of-way cross sections to address snow plowing and removal needs; coordinate with city staff and document any adjustments. *(Section 20-6 (b. and c.) of Kemmerer City Code)*
3. Provide updated drainage engineering: analyze changes from the original plan and determine whether a detention area in the northeast corner is required; include calculations, exhibits, and design details. *(Section 20-9(s) of Kemmerer City Code)*
4. WYDOT Recommendations and Requirements will be addressed in the development agreement.

Motion by Dennis Cartwright seconded by mark Thatcher to adopt the foregoing Findings of Fact, Conclusions of Law and Decision.

Roll call:

Board Member Cartwright	Voted: <u>Aye</u>
Board Member Cassidy	Voted: <u>Aye</u>
Board Member Miller	Voted: <u>Aye</u>
Board Member Peavler	Voted: <u>Aye</u>
Board Member Sawaya	Voted: <u>Aye</u>
Board Member Thatcher	Voted: <u>Aye</u>
Board Member Vickery	Voted: <u>Aye</u>

Dated this 6th of January, 2026

By: 

Tim Cassidy, Chairman
Kemmerer Zoning Board

Attest:

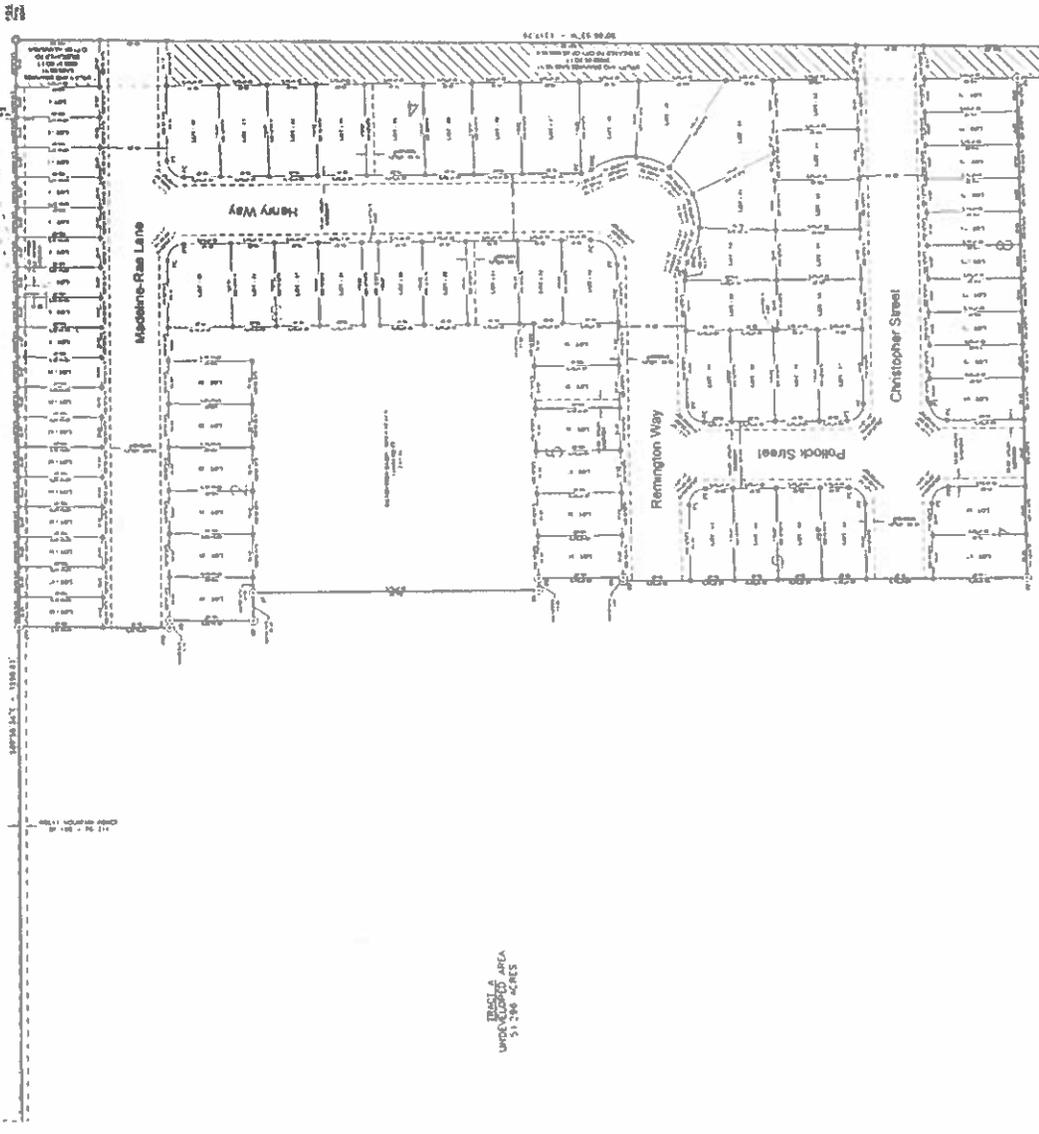


Rachel Wood
Deputy Clerk

Appendix A

FINAL PLAT OF THE GATEWAY DEVELOPMENT 1A PUD

LOCATED IN PORTIONS OF TRACTS 53, 54, & 55, T21N, R10W
 KEMMERER LINCOLN COUNTY, WYOMING



TRACT A
 UNRECORDED AREA
 51.246 ACRES

- NOTICES**
- 1. All dimensions shall be in feet and inches.
 - 2. All dimensions shall be taken from the center of the street unless otherwise noted.
 - 3. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 4. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 5. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 6. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 7. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 8. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 9. All dimensions shall be taken from the center of the lot unless otherwise noted.
 - 10. All dimensions shall be taken from the center of the lot unless otherwise noted.

TABLE

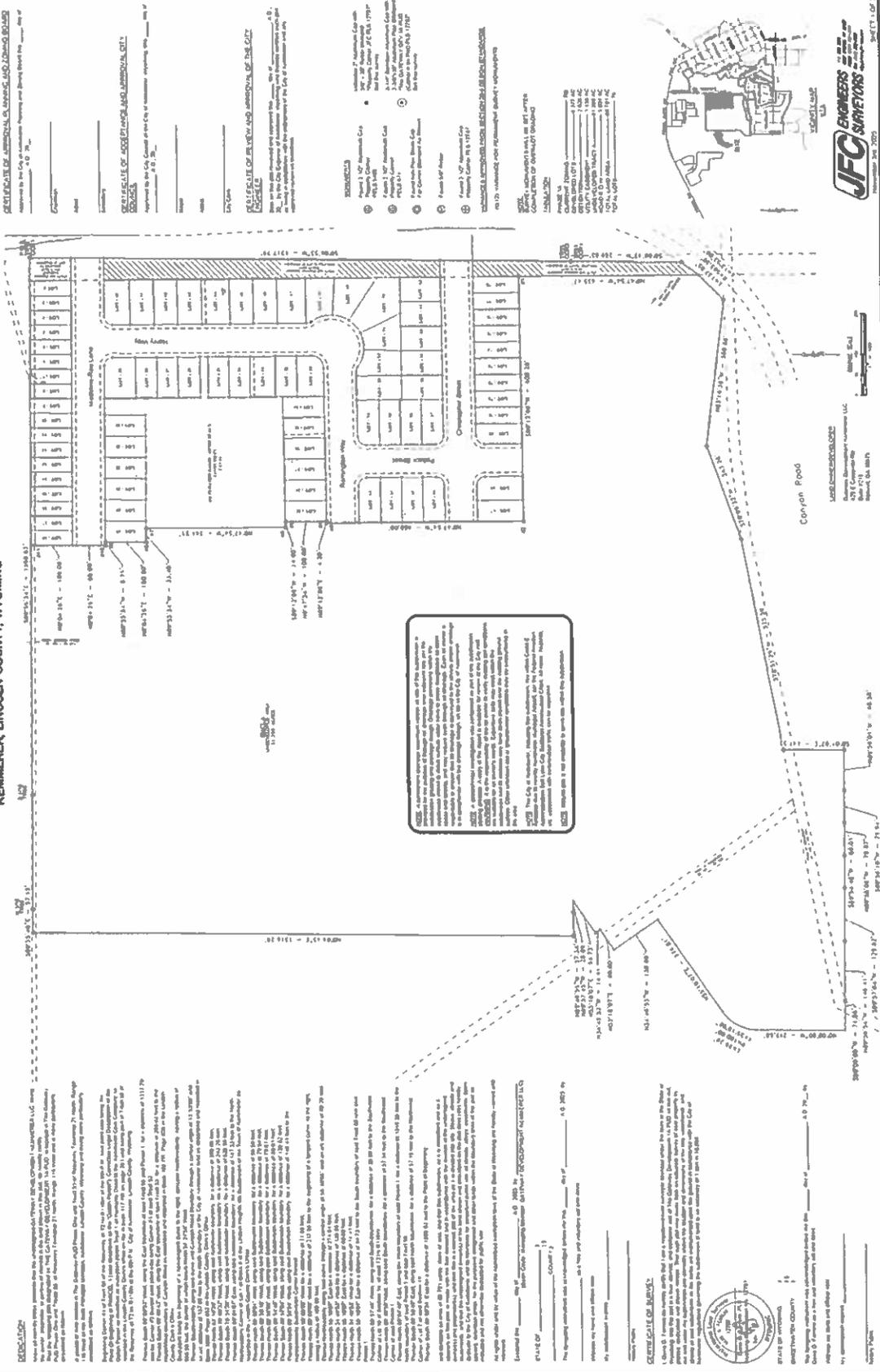
NO.	DESCRIPTION	AMOUNT
1	PLAT	1.00
2	RECORDING	1.00
3	CONTRACT	1.00
4	RECORDING	1.00
5	CONTRACT	1.00
6	RECORDING	1.00
7	CONTRACT	1.00
8	RECORDING	1.00
9	CONTRACT	1.00
10	RECORDING	1.00
11	CONTRACT	1.00
12	RECORDING	1.00
13	CONTRACT	1.00
14	RECORDING	1.00
15	CONTRACT	1.00
16	RECORDING	1.00
17	CONTRACT	1.00
18	RECORDING	1.00
19	CONTRACT	1.00
20	RECORDING	1.00

PREPARED BY:
 JFC ENGINEERS & SURVEYORS, L.L.C.
 225 E. Commerce St.
 Cheyenne, WY 82001
 August 10, 2009



Appendix A continued

FINAL PLAT OF THE GATEWAY DEVELOPMENT 1A PUD LOCATED IN PORTIONS OF TRACTS 63, 64, & 66, T29N, R10W KEMMERER LINCOLN COUNTY, WYOMING



RECORDING
 This plat is being recorded for the purpose of recording the same in the public records of Lincoln County, Wyoming, and for the purpose of recording the same in the public records of the State of Wyoming. The plat is being recorded for the purpose of recording the same in the public records of the State of Wyoming.

REMARKS
 This plat is being recorded for the purpose of recording the same in the public records of Lincoln County, Wyoming, and for the purpose of recording the same in the public records of the State of Wyoming. The plat is being recorded for the purpose of recording the same in the public records of the State of Wyoming.

REMARKS
 This plat is being recorded for the purpose of recording the same in the public records of Lincoln County, Wyoming, and for the purpose of recording the same in the public records of the State of Wyoming. The plat is being recorded for the purpose of recording the same in the public records of the State of Wyoming.

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STATE OF WYOMING
 Department of Natural Resources and Conservation
 Division of Land Use and Planning
 1000 East 17th Avenue, Cheyenne, WY 82002

OWNER
 JFC ENGINEERS AND ARCHITECTS, LLC
 1000 East 17th Avenue, Cheyenne, WY 82002

PLAT TITLE
 FINAL PLAT OF THE GATEWAY DEVELOPMENT 1A PUD
 LOCATED IN PORTIONS OF TRACTS 63, 64, & 66, T29N, R10W
 KEMMERER LINCOLN COUNTY, WYOMING

DATE
 10/15/2024

SCALE
 AS SHOWN ON THE PLAT

REMARKS
 This plat is being recorded for the purpose of recording the same in the public records of Lincoln County, Wyoming, and for the purpose of recording the same in the public records of the State of Wyoming. The plat is being recorded for the purpose of recording the same in the public records of the State of Wyoming.

REMARKS
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CONTACT INFORMATION
 JFC ENGINEERS AND ARCHITECTS, LLC
 1000 East 17th Avenue, Cheyenne, WY 82002
 Phone: (307) 632-1111
 Fax: (307) 632-1112
 Email: info@jfc-engineers.com

NOTARY PUBLIC
 My commission expires on 10/15/2024

STATE OF WYOMING
 Department of Natural Resources and Conservation
 Division of Land Use and Planning
 1000 East 17th Avenue, Cheyenne, WY 82002

RECORDING
 This plat is being recorded for the purpose of recording the same in the public records of Lincoln County, Wyoming, and for the purpose of recording the same in the public records of the State of Wyoming. The plat is being recorded for the purpose of recording the same in the public records of the State of Wyoming.

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Kemmerer Zoning Board Meeting

Board Meeting Minutes

MEETING DATE AND TIME:

December 16, 2025

6:00 pm

MEETING LOCATION:

Kemmerer City Hall 220

State Highway 233

Kemmerer, Wyoming 83101

MEETING ATTENDEES:

Board Members: Present – Chairman Tim Cassidy, Vice-Chair Barb Peavler, Scott Miller, John Sawaya, Mark Vickery, Mark Thatcher

Absent- Dennis Cartwright, Liaison Bill Price

Staff: Brian Muir (City Administrator), Alison Tompkins (City Planner), Brian Gray (City Engineer), Rachel Wood, Dean Stout (City Attorney), Chad Nielson.

Visitors: Greg Nelson (Horrocks), Tyson Grant (Horrocks), Dan Kennedy (JFC), Kylie Vasa (Searle Bros.), Claudia Capilla, Sean Coyle of Gateway Development Kemmerer LLC, and Jason Stephen of Gateway Construction.

CALL TO ORDER:

The meeting of the Kemmerer City Zoning Board was called to order at 6:00 PM on December 16, 2025, at Kemmerer City Hall Conference Room by Chairman Tim Cassidy.

1. ROLL CALL:

See Meeting Attendees, above.

2. APPROVAL OF AGENDA:

Motion to approve the December 16, 2025 agenda was made by Mark Thatcher, seconded by Scott Miller and approved unanimously.

3. APPROVAL OF MINUTES

Motion to approve the November 18, 2025 minutes was made by Board Member Sawaya, seconded by Mark Thatcher, and approved unanimously.

4. PUBLIC HEARING:

Mark Thatcher made a motion to open the Public Hearing for 291 Canyon Road Development Tract 1 Subdivision Application. Motion was seconded by John Sawaya and approved unanimously.

There was no public comment.

Mark Vickery made a motion to close the public hearing. The motion was seconded by Scott Miller and approved unanimously.

5. NEW BUSINESS:

A. 291 Canyon Road Development Tract 1 Subdivision Application

A subdivision application for this development was initially submitted on April 25, 2024, and that application was deemed incomplete due to the lack of a proper will serve letter from Kemmerer Diamondville Water and Wastewater Joint Powers Board (JPB). A new subdivision application has been submitted, and this project is back before the zoning board for review. A will serve letter has been provided by the JPB, and allows up to 55,518 gallons per day of water and 100,000 gallons per day of wastewater. The letter is contingent upon an agreement between JPB and Lincoln County and a final engineering review of the package plant. It was also noted by Brian Muir that the will serve letter has an expiration date of December 9, 2026. Lincoln County has secured a grant for 4 million and matched 1 million to complete the package plant. Brian Gray gave the board an overview of his engineering review of the application. He noted a missing soils report, WYDOT permit and input regarding access and snow fencing, and DEQ permitting. City Planner Alison Tompkis summarized her planning review of the subdivision application. Chad Nielson, Public Works Director, pointed out concerns regarding the new plan for storm water remediation. The new plan includes an underground tank used to remediate storm water. Once the development is complete the City will be responsible for maintaining the storm water system's underground tank. Chad expressed his concern about potential cracks in the tank in the future, the potential for having employees trained in working in confined spaces to work on the tank, and long-term maintenance costs. Vice Chair Peavler asked if the plans for the tank need a Wyoming engineer stamp and if this type of system is being used anywhere in the Intermountain West. Engineer for Horrocks, Greg Nelson, said that the original design had a retention pond as the method for storm water mitigation. The tank proposed in the new plan is preferable for safety, standing water and better control of outflows. Nelson also said this type of storm water remediation system is commonly used in the Intermountain West as a space saving measure. Parking and roads can be put in over the buried tank. There is one currently in use in Jackson Wyoming. Nelson explained that the tank has an open bottom, and a 30,000-gallon capacity. The tank is an HDPE product so there is no corrosion, and it does have a warranty. The system is designed for water to be discharged after a storm event, and the remaining water will percolate out. There is a water quality box that catches debris before it gets to the tank; this box should be cleaned regularly and would also reduce the need to send crews into a confined space for maintaining the tank. Mark Thatcher asked if the soil report indicated that the ground in the area would pass a perc test because the efficiency of the percolation feature of the tank is dependent on the soil in the area. Greg Nelson said that soil sampling will be completed at the appropriate depths in the area of the water containment system.

Greg Nelson discussed the status of the WYDOT permitting for turning lanes and easements for snow fencing. The WYDOT permit includes the addition of a right and left turn lane, widening the road in the area by approximately 24 feet. The snow fence will be replaced by plantings. WYDOT will be involved with the timing of the existing snow fences and the approved replacement.

Horrocks is still working with City Engineer Brain Gray regarding grades, retaining walls and slope stability.

Board member Sawaya asked about the significant difference between water and sewer volume in the will serve letter. It was discussed that the water volume comes from the anticipated need and is based on volume requested by the developer for Tract 1.

Brian Muir explained the potential increase in sales tax revenue from the truck stop, and restaurants and how that increase may help to cover costs for street maintenance. He pointed out that the best way to increase the City share of sales tax revenue is to increase the population of the city. City Attorney Dean Stout said that Kemmerer currently receives 12-12.5% of sales tax revenue but if the population were to increase so would that percentage.

John Sawaya made a motion to table this item and directed staff to provide the developers with a concise checklist of missing information. Motion seconded by Vice Chair Peavler and approved unanimously.

B. Gateway PUD Phase 1A Final Plat Recommendation

The Final Plat of Gateway PUD Phase 1 was originally approved on February 24th, 2025. Since then the owner and developer, Gateway Development Kemmerer LLC, determined that they needed to re-subdivide Phase 1 to reduce infrastructure costs and respond to market demand. In September 2025 the zoning board held a public hearing with no public comment. Before reviewing the replat the zoning board denied two of the three variance requests related to the re-plat. The zoning board tabled the item to allow the applicant time to re-plat the subdivision to conform to city code on curve radius and right-of-way widths. In October 2025 the zoning board reviewed the preliminary plat again, based on the developer's changes to the curve radius and right-of-way widths on the re-plat, including a knuckler-curve, and voted unanimously to accept it with the conditions that the deficiencies noted by the City Planner be addressed prior to final plat approval. The deficiencies noted by the planner were related to street design and circulation, public dedications, missing information on the plat, street sections, corner design and drainage. The revised final plat generally complies with the City's subdivision regulations. The drainage plan has been addressed to the satisfaction of the City Engineer. Chairman Cassidy asked about the detention basin meeting the open space requirement. Allison Tompkins pointed out the board has the discretion to determine if the detention basin in Phase 1A meets the open space requirement.

Jason Stephan of Gateway Development confirmed that since the first phase of the subdivision has changed the development agreement between the City of Kemmerer and

Gateway Development will need to be renegotiated. Daniel Kennedy with JFC Engineering pointed out that the final plat being discussed will vacate the previously recorded plat. City Attorney Dean Stout asked questions about the requirement from WYDOT for a turn lane on the Highway 30 bypass. Alison Tompkins commented that is reasonable to assume that the previous traffic study regarding the turning lane is acceptable since it was determined that the re-plat of Phase 1 did not constitute a substantial change to the master plan. Jason Stephen with Gateway Development said the turn lane, permitting and WYDOT requirements will be addressed when the development agreement is renegotiated. Public Works Director Chad Nielson asked if it would be possible for the City to blow snow on to undeveloped lots. Jason Stephen commented that he is not opposed to that practice and a provision for that could be included in the development agreement. Dean Stout gave the board a brief financial analysis. Phase 1A has 78 lots, and on average 3 to 3.5 people would live on each lot. The potential increase in sales tax revenue for the City of Kemmerer is between \$193,050 and \$225,000 per year. The City's potential share of property tax revenue is approximately \$10,000 per year, but that estimate is subject to change based on bills regarding property tax reduction pending in the state legislature.

Motion to approve the preliminary plat with the contingent upon the submission of the missing information identified in the planning and engineering reviews, and a renegotiated development agreement was made by Scott Miller. Motion was seconded by Mark Thatcher and approved unanimously

6. **DISCUSSION:** NONE

7. **ADJOURN:**

Motion to adjourn by Scott Miller; second by John Sawaya; Approved unanimously.

Meeting adjourned at 7:52 pm

CITY OF KEMMERER, WYOMING

By:


TIM CASSIDY, Zoning Board Chairman

ATTEST:


RACHEL WOOD, Deputy Clerk

DATE:

1.6.2026

Kemmerer Zoning Board Meeting

Board Meeting Minutes

MEETING DATE AND TIME:

January 6, 2026

6:00 pm

MEETING LOCATION:

Kemmerer City Hall 220
State Highway 233
Kemmerer, Wyoming 83101

MEETING ATTENDEES:

Board Members: Present – Chairman Tim Cassidy, Vice-Chair Barb Peavler, Dennis Cartwright, Scott Miller, John Sawaya, Mark Vickery, Mark Thatcher

Absent-

Staff: Mayor Robert Bowen, Brian Muir (City Administrator), Alison Tompkins (City Planner), Brian Gray (City Engineer), Rachel Wood (Deputy Clerk), Dean Stout (City Attorney), Liaison Bill Price.

Visitors: Sean Coyle, Claudia Cappilla, Chris Mooney

1. CALL TO ORDER:

The special meeting of the Kemmerer City Zoning Board was called to order at 6:00 PM on January 6, 2026, at Kemmerer City Hall Conference Room by Chairman Tim Cassidy.

2. ROLL CALL:

See Meeting Attendees, above.

3. APPROVAL OF AGENDA:

Motion to approve the January 6, 2026 agenda was made by John Sawaya, seconded by Scott Miller and approved unanimously.

4. APPROVAL OF MINUTES

Motion to approve the December 16, 2025 minutes was made by Mark Vickery, seconded by Vice Chair Peavler, and approved unanimously.

5. OLD BUSINESS:

6. NEW BUSINESS:

- A. Finding of Facts and Conclusions of Law for the Gateway Development Phase 1A PUD

Before the board in the special meeting was the Finding of Facts and Conclusions of Law for the Gateway PUD Development Phase 1A. This is a decision document summarizing all activities of this phase of the project. Dean Stout suggested that a fourth condition be added to the document indicating that all recommendations and requirements of WYDOT regarding a turning lane into the development be addressed in the development agreement. Brian Gray commented that the drainage issues have been addressed to his satisfaction with the revised drainage plan submitted by the applicant. The board had questions about the schedule for implementation. Alison Tompkins explained that the phasing for the project is addressed by the Development Agreement, Master Plan and Phase 1A. Sean Coyle clarified that the developers aim to begin to start the infrastructure portion of Phase 1A in April of 2026. The first 25 houses in the development will be built in August and September of 2026 with a goal of having certificates of occupancy for all 25 houses by December of 2026. The remaining 53 houses of the planned 78 in Phase 1A will begin construction in the spring of 2027.

Motion to approve the Finding on Facts and Conclusions of Law as amended was made by Dennis Cartwright, seconded by Mark Thatcher and approved unanimously.

7. **DISCUSSION:** NONE

8. **ADJOURN:**

Motion to adjourn by Scott Miller; second by John Sawaya; Approved unanimously.

Meeting adjourned at 6:25 pm

CITY OF KEMMERER, WYOMING

By:


TIM CASSIDY, Zoning Board Chairman

1/20/26

ATTEST:

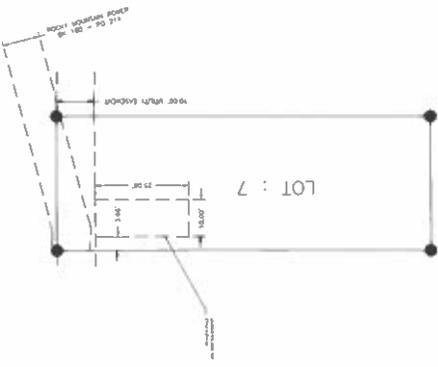

RACHEL WOOD, Deputy Clerk

DATE:

1.20.2026

FINAL PLAT OF THE GATEWAY DEVELOPMENT 1A PUD

A RE-SUBDIVISION OF THE GATEWAY DEVELOPMENT 1A PUD AND PORTIONS OF TRACT 56, T21N, R118W KEMMERER, LINCOLN COUNTY, WYOMING



- SCALE LEGEND**
- Old Tract Boundary
 - Total Boundary
 - Easement
 - Lot Line
- NOTES**
1. All lots shown on this plat are subject to the easements shown hereon.
 2. All lots shown on this plat are subject to the easements shown hereon.
 3. All lots shown on this plat are subject to the easements shown hereon.
 4. All lots shown on this plat are subject to the easements shown hereon.
 5. All lots shown on this plat are subject to the easements shown hereon.
 6. All lots shown on this plat are subject to the easements shown hereon.
 7. All lots shown on this plat are subject to the easements shown hereon.
 8. All lots shown on this plat are subject to the easements shown hereon.
 9. All lots shown on this plat are subject to the easements shown hereon.
 10. All lots shown on this plat are subject to the easements shown hereon.

Curve Table

Curve #	Length	Radius	Beta	Chord Direction	Chord Length	Tangent Length
C1	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C2	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C3	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C4	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C5	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C6	31.42'	20.00'	90.000000°	S44.370000°E	28.28'	20.00'
C7	12.78'	20.00'	36.73114°	S42.17222°W	12.46'	6.37'
C8	44.93'	60.00'	33.12209°	S70.30368°W	44.36'	23.50'
C9	42.11'	60.00'	30.09200°	S70.30368°W	41.62'	21.55'
C10	42.11'	60.00'	30.09200°	S70.30368°W	41.62'	21.55'
C11	42.11'	60.00'	30.09200°	S70.30368°W	41.62'	21.55'
C12	35.98'	60.00'	40.05495°	S16.48191°E	34.85'	24.19'
C13	12.78'	20.00'	36.73114°	S42.17222°W	12.46'	6.37'
C14	47.12'	20.00'	90.000000°	S44.370000°E	42.45'	30.00'
C15	31.11'	20.00'	49.07411°	S43.52750°W	19.70'	19.70'
C16	31.12'	20.00'	49.07411°	S43.52750°W	19.70'	19.70'

TRACT A
UNINCORPORATED AREA
21.256 ACRES

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SHEET 2 OF 2

City Planner Review of Gateway PUD Phase 1A Final Plat

January 30, 2026 (Rev Feb 4, 2026)(Rev Feb 19, 2026)

Gateway 1A Phase 1 Final Plat Review (Kemmerer City Code 20-14 and 20-15)

In addition to the unchecked items below, the applicant shall comply with the following conditions of preliminary plat approval:

Additional open space shall be dedicated upon development of future phases in compliance with the approved Gateway PUD Master Plan and open space requirements of Kemmerer City Code, Sections 20-6(s) and 23-106(d). **Note has been added to final plat map as requested.**

SECTION 20-14. PROCEDURES - FINAL PLAT.

Prior to the expiration of the preliminary approval, the final plat shall be submitted to the board.

The following is required of and on the final plat:

(a) The final plat shall be clearly and legibly drawn in black waterproof India ink upon good reproducible mylar or other acceptable stable base material. Affidavits, certificates, and acknowledgements may be legibly stamped or printed upon the map in opaque ink. Signatures shall be in opaque black ink. The size of each sheet to be recorded shall conform to Wyoming State statutes. The scale of the plat shall be large enough to show all details clearly, and enough sheets shall be used to accomplish this end. The scale shall not be smaller than 1" = 100', except when all of the lots are an acre or larger, the scale may not be smaller than 1" = 200'. The particular number of the sheet, the total number of sheets, and the relation of each adjoining sheet shall be clearly shown by key maps and match lines. **Hard copy has been provided to City Hall. Electronic copy sent.**

(b) The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work according to the State of Wyoming. A workmanlike execution of the plat shall be made in every detail.

(c) The point of beginning shall be indicated, and its proper reference to the monumented perimeter survey shall be delineated on the drawing.

(d) All bearings and distances of the boundary shall be indicated outside the boundary line, not inside the lot dimensions.

(e) All blocks and all lots within each block shall be consecutively numbered.

(f) On curved boundaries and all curves on the plat, sufficient data should be given to enable the re-establishment of the curves. This curve data should include the following:

(1) Points of curvature.

(2) Points of tangency.

(3) Tangent distance. **Not provided**

(4) Radius of curve.

(5) Arc length or chord length. **(not total chord length)**

(g) All streets, walkways, utility easements, drainage easements, and alleys shall be clearly labelled as such and named; bearings and dimensions shall be given.

(h) Bearings and dimensions shall be given for all lot lines.

(i) Parcels not contiguous shall not be included in one (1) plat, nor shall more than one (1) plat be made on the same sheet.

(j) Other information required on the plat shall be as follows:

(1) The name of the subdivision, true north point, and date.

(2) The total acreage of the tract and the total number of lots.

(3) Township, range, section, and quarter section, block, and lot numbers.

(4) Graphic scale.

(5) A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the Plat and dedicating public ways, grounds, and easements. The certificate shall read: [see Section 20-14(j)(5-11) of Kemmerer City Code for complete text.] **Confirm if this is needed or does not apply. City Attorney item.**

SECTION 20-15. PROCEDURES - FINAL PLAT - SUPPORTING DOCUMENTS.

The following documents shall be submitted with the final plat drawing and be considered a part of the final plat submission:

(a) Contracts of agreements with all utility companies (water, sewer, gas, electric, telephone, etc.) as applicable, that service will be provided to the development. The

agreements shall clearly state which party, the subdivider or the utility, will furnish the on-site and off-site improvements that will be required in order to provide service to the subdivision.

(b) A drainage report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer or hydrologist. The report shall examine 10-year storm flows, the 100-year high water mark of any river, creek, arroyo, gully, ditch, spillway, reservoir, etc., that may affect the project area, along with the depth of flow of 100-year runoff. A certificate shall be provided, signed, and sealed by a registered professional engineer stating that all drainage facilities utilizing gutters and streets are designed and sized to handle 100% of the 10-year storm runoff.

(c) A soils report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer or soil scientist. The soils report shall contain recommendations on foundation design, erosion control measures, and surface drainage. Minimum protective slopes away from buildings shall be specified. If needed, recommendations for subsurface area drains and peripheral drains should be addressed.

(d) Grading and drainage plan shall be indicated by solid line contours superimposed on slashed line contours of existing topography for the area of the final plat. Such contours shall be at one-foot intervals. In addition, for residential developments, the plat shall be prepared in a manner that will allow the grading and drainage plan to be met prior to, or as a part of, actual building construction. Individual lot grading plans shall be required prior to issuance of building permits.

(e) Construction plans and details must be prepared by a registered professional engineer in the State of Wyoming and shall provide for all improvements indicated including grading, drainage, right-of-way and easement cross-sections showing construction and placement of streets, walks, curbs, gutters, medians, swales, ditches, utilities, planting strips and property lines; details of blocking, catch basins, etc.; street profiles showing natural finished grades, centerline and both curbs with a recommended minimum vertical scale of 1" = 50'; sanitary sewer line and manhole profiles with natural and finished grades; storm drainage system profiles showing revegetation details and other details as necessary to adequately convey the design intent. Quantity and cost estimates for the installation of these improvements shall also be provided.

(f) Where a portion of an existing easement is contiguous to a proposed easement or right of way within the subdivision, proof of the dedication of the existing easement or right of way acceptable to the city council must be submitted when requested.

(g) When a new street will intersect with a state highway, a copy of the state highway permit shall be submitted. WYDOT permit / compliance discussions in progress with City for development agreement.

(h) All necessary permits to construct sanitary sewer and water systems by the Wyoming Department of Environmental Quality will be submitted along with the above-mentioned plans to the city engineer.

(i) Such other and further documents or reports as the city engineer, in his reasonable discretion, may require to ensure development and construction of the subdivision in the interest of the public health, safety, and welfare.

(j) The applicant shall submit a Cost of Improvements Worksheet for any improvements proposed or presented on any plat or agreement reached with the City during the subdivision review process

(k) Evidence satisfactory to the City Engineer, the Board of Adjustments, and the Kemmerer City Council shall be submitted indicating that the subdivider has adequate financial resources to develop and complete any facility proposed or presented to be the responsibility of the subdivider, including but not limited to water systems, sewage systems, streets, curb and gutter, and utilities. City Attorney/Administrator item. Referenced in the Development Agreement.

(l) The applicant shall provide a surety-type performance bond, acceptable irrevocable letter of credit, cash bond, or other sufficient financial commitment to the City to assure that all of said improvements, including but not limited to roads, curbs, gutters, water, sewer, and utilities, will be completed in a timely fashion. City Attorney/Administrator item. Referenced in the Development Agreement.



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**Review of
Supporting Documents
For the Gateway Development
Phase 1A PUD (Replat)
Kemmerer, Wyoming**

Review completed by
Brian Gray, PE
December 3, 2025

This review is based on the documents received from the City of Kemmerer as prepared by the JFC, Engineers Surveyors, project No. 10947-22E, dated November 2024, and signed and stamped by Danial Kennedy PE, 11/6/2025. Said documents were received by Jorgensen Associates on November 7, 2025. The plans and submittal items are part of the subdivision replat (re-subdivision) for Phase 1A. This review builds upon the prior submittals, reviews and correspondence regarding the development.

Jorgensen Associates, Inc. (JA) is reviewing the project as the City Engineer for the City of Kemmerer, Wyoming except for the municipal water and sanitary sewer improvements being completed by others for the Kemmerer Diamondville Water and Wastewater Joint Powers Board (KDJPB) and its engineer. As city engineer, no formal acceptance of the project will be complete and accepted until after a review and written approval of the public utilities under the management of the KDJPB.

This review is based on Section 20-15. Procedures-Final Plat-Supporting Documents as outlined in the City of Kemmerer municipal code. The review will follow the format as outlined in the code. **Kemmerer City Code requirements are shown in RED. Reviewer comments are in GREEN.**

- (a) **Contracts of agreements with all utility companies (water, sewer, gas, electric, telephone, etc.) as applicable, that service will be provided to the development. The agreements shall clearly state which party, the subdivider, or the utility, will furnish the on-site and off-site improvements which will be required in order to provide service to the subdivision.**
Contracts and agreements for power, natural gas and telecommunications have been provided with previous review and approvals. The water and sewer will serve letter from the KDJPB was also provided based on the current plan revisions.

- (b) **A drainage report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer or hydrologist. The report shall examine 10-year storm flows, the 100-year high water mark of the any river, creek, arroyo, gully, ditch, spillway, reservoir, etc., that may affect the project area, along with the depth of flow of the 100-years runoff. A certificate shall be provided, signed, and sealed by a registered professional engineer that all drainage facilities utilizing gutter and streets, are designed, and sized to handle 100% of the 10-year storm runoff.**

A drainage report was provided by JFC Engineers surveyors titled "Drainage Report for the Gateway Development 1A PUD, Kemmerer, Wyoming" dated November 2025 and stamped by Daniel Kennedy, P.E. dated 11/6/2025. The report examines the 10-year, 25-year and 100-year storm events as required. It appears that the report meets the criteria of the above-mentioned code. Areas inundated by the 100-year high water mark are within the detention basin, open space and roadways dedicated to the City of Kemmerer.

- Stage-storage curves, stage-discharge curves, and hydrographs have been provided in the report. Culverts have been analyzed for flow capacity. All examine the 10-year and 100-year storm flows as required.
- One detention area is identified in the report – this area has been designed to adequately handle the proposed flows and provide a downstream release rate of at or below the pre-development rate.
- Maintenance of the catch basins and inlet/outlet structures will become the responsibility of the City. Any clogging of the catch basins or inlets was not modeled in the drainage report. It will be critical that the storm system remain functional.

(c) A soils report for the site in question and pertinent off-site areas shall be prepared by a licensed engineer or soil scientist. The soils report shall contain recommendations on foundation design, erosion control measures, and surface drainage. Minimum protective slopes away from buildings shall be specified. If needed, recommendations of subsurface area drains, and peripheral drains should be addressed.

The soils report was provided by JFC Engineers Surveyors titled "Geotechnical Report for the Proposed Gateway PUD Subdivision Project, Kemmerer, Wyoming" dated February 2024 and signed sealed by James E. King, PG and Daniel Kennedy, PE.

The report does capture the requirements of the code but the City and future owners or developers of each lot should be aware of the following items.

- The report identified swell potential in the range of 1,700 pounds per square foot at BH-03 and 1,075 pounds per square foot at BH-10. Swell potential is then something that needs addressed when structures are being designed. (Located in Phase 1A)
- There is no mention of soil bearing capacities in the report, which typically is needed for foundation design of buildings. Future lot owners or builders will need to do their own investigation.
- Section 5.1 Shallow Foundations indicates shallow foundations can be used to support the homes. The foundation may consist of continuous footings and stem walls. It is imperative that proper drainage be constructed away for the foundations.
- Section 5.4 of the report identifies that soils suitable as structural or site fill are granular soils classified as GW, GP, SW, and SP in accordance with the unified Soil Classification System. In reviewing the bore logs, there are no soils classified as GW, GP, SW, or SP making up the native soils. Home designers, Owner, and contractors need to take this into consideration when designing foundations. The report also specifies that native soil found on site can be used for NON-structural fill (outside building foundations).
- Section 5.7 Drainage identifies the need for positive drainage away from structures and these recommendations need to be followed during construction of foundations.



Notes are provided on the final plat to reference the geotechnical report for lot owner/purchasers use and information when building.

- (d) Grading and drainage plan shall be indicated by solid line contours superimposed on slashed line contours of existing topography for the area of the final plat. Such contours shall be at one-foot intervals. In addition, for residential developments, the plat shall be prepared in a manner that will allow the grading and drainage plan to be met prior to, or as part of, actual building construction. Individual lot grading plans shall be required prior to issuance of building permits.

- Grading and drainage plans have been provided as part of the construction plans set and are provided with the line work and contour intervals as required.
- Comments concerning the grading and drainage plans are included under item (e) below.

- (e) Construction plans and details must be prepared by a registered professional engineer in the State of Wyoming and shall provide for all improvements indicated including grading, drainage, right-of-way and easement cross-section showing construction and placement of streets, walks, curb, gutter, medians, swales, ditches, utilities, planting strips and property lines: details of blocking, catch basins, etc.; street profiles showing natural finished grades, centerline and both curbs with the recommended minimum vertical scale of 1"=50'; sanitary sewer line and manhole profiles with natural and finished grades; storm drainage system profiles showing revegetation details and other details as necessary to adequately convey the design intent. Quantity and cost estimates for the installation of these improvements shall be provided.

Comments concerning the construction plans are listed below and generally follow the sheet numbering of the plans submitted.

1. T-1, Cover Sheet, Final plat reference.

- *The Final Plat is identified as the first set of sheets to go here. It is a separate set of two sheets. The current version of the plat is dated November 3rd, 2025. General comments are as follows.*
- No review of the legal description is provided by the City. The legal descriptions is part of the technical work by the signing land surveyor.
- Areas on the plat identifying the boundary of the parcel in relation to tracts or parts of sections of the USGLO survey system are difficult to discern. Controlling corners are identified as iron pipe with brass cap, however no LS number is identified for them.
- A legend for line types on the plant was not found, it's recommended to add one.
- Open space is shown and the dedication of it to the City of Kemmerer has been discussed. Open spaces that are being dedicated to the city have been identified.
- Remington Way and Henry Way are identified as 2 separate streets; with the configuration provided, these streets should be viewed as one road.

2. Construction Plan sheets -General

- It is not clear what the transition will look like where the Phase 1A roads end. It is recommended to provide a detail for how the roads will end, specifically what curb and gutter / sidewalk end treatments are planned.



- Radius of back of curbs for street intersections are not identified for all curves on the plans; curves that do not meet the typical size as shown in the notes should be identified on the plans individually. Specifically, the intersections with Canyon Road should be labeled and include detail for the end of curb/sidewalk so it tapers adequately to avoid any abrupt vertical surface.
- Plans include back-of-curb elevations at PC, PT, VPT and VPC at most locations, however the exact slopes for ADA compliance on intersections are difficult to obtain. Construction shall ensure that ADA ramps comply with required slopes.
- Sheet C10.0 – the profile view of for the storm sewer should be verified for label accuracy.
- Sheet D1.0 – suggest removing the note above the street section regarding curb and gutter; it appears that Type B curb is proposed, design engineer should confirm.

3. Grading and Drainage Plan Sheets

- Overall drainage from the subdivision conforms to the drainage report and includes adequate design for the 10-year and 100-year storm events.
- Drainage structures proposed will become the property of the city and require periodic maintenance by city staff.
- Sheets C2.0 & C2.1 – The proposed surface (finish grade) is shown indicating on-lot grading will be performed with construction of the subdivision. Plans should indicate the slope or grade of proposed surfaces as well as contour elevations.
- Sheet C2.0 & C3.0 – street drainage from Madeline Ray Lane flows toward Canyon Road. It is not clear how street drainage will be directed to the roadway ditch along Canyon Road and if a storm culvert will be needed at this location, none are shown.
- It is not clear how the drainage from temporary cul-de-sacs will be routed and protected from the proposed streets and gutters. Protection must be provided to ensure that the streets, curb and gutter remain free from sediment or mud from the undeveloped areas and temporary cul-de-sacs.
- The drainage ditches shown on the undeveloped area appear to be over 6' deep in some locations. More details of the ditch should be provided to provide adequate review of the design and routing. Erosion protection and post-construction vegetation is a concern with the ditch sections. It is not clear how that will be addressed.

(f) Where a portion of an existing easement is contiguous to a proposed easement or right-of-way within the subdivision, proof of the dedication of the existing easement or right-of-way acceptable to the city council must be submitted when requested.

The plat does show existing easements and right of ways, as required.

(g) When a new street will intersect with a state highway, a copy of the state highway permit shall be submitted.



The project does not directly intersect with a state highway; however, a traffic study has been provided and any requirements of the study in relation to traffic entering onto Canyon Road from the subdivision and then funneling out onto US Highway 30 off Canyon Road should be completed by the Developer. Jorgensen Associates completed its review of the TIS previously & items were addressed with WYDOT. The construction of the required turn lane is expected as part of the Phase 1A construction.

- (h) All necessary permits to construct sanitary sewers, and water systems by the Wyoming Department of Environmental Quality will be submitted along with the above-mentioned plans to the city engineer.

A Permit to Construct issued by the Wyoming DEQ has NOT been received. Items requested by the DEQ shall be addressed & the approved permit shall be provided prior to city council approval.

- (i) Such other and further documents or reports as the city engineer, in his reasonable discretion, may require to ensure development and construction of the subdivision in the interest of the public health, safety and welfare.

No other items noted at this time.

- (j) The applicant shall submit a Cost of Improvements Worksheet for any improvements proposed or presented on any plat or agreement reached with the City during the subdivision review process.

Cost information has been provided. These costs and city review will be provided to the City for legal council review and bonding requirements.

- (k) Evidence satisfactory to the City Engineer, the Board of Adjustments and the Kemmerer City Council shall be submitted indicating the subdivider has adequate financial resources to develop and complete any facility proposed or presented to be the responsibility of the subdivider, including but not limited to water systems, sewage systems, streets, curb and gutter, utilities.

The City Engineer is not aware and has not received any financial resource information as to adequate financial resources of the developer.

- (l) The applicant shall provide a surety-type performance bond, acceptable irrevocable letter of credit, cash bond or other sufficient financial commitment to the City to assure that all of said improvements, including but not limited to roads, curbs, gutters, water, sewer, and utilities, will be completed in a timely fashion.

The City Engineer is aware that the developer is working with the City to provide financial resources and information as required.

CONCLUSION

The plans and information received by the applicant have been revised from previous submittals to provide adequate detail for engineering review of the subdivision in accordance with Chapter 20 of the City of Kemmerer code. While several comments and items noted above should be easily addressed and the City to be aware of, the information submitted appears to be adequate. Any outstanding items noted above should be able to be addressed prior to city council approval and starting construction.

