



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, April 13, 2026**

5:00 p.m. – Pre-Meeting Workshop

Department Reports

5:15 – Stephen Allen, Chief of Staff of Lincoln County

Agenda Review

5:50 – Interview David Hunzie, Application for Appointment to Airport Advisory Board

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** April 13, 2026
- **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 Special Meeting Minutes of March 18, 2026, and Regular Meeting Minutes of March 23, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments.
- **NEW BUSINESS:**
 - (a) Consider appointment of David Hunzie to the Airport Advisory Board for a term to expire on 12/31/2028
 - (b) Consider Purchase of New Door for the Cabin in the Triangle Park
 - (c) Consider Golf Tournament Agreement Change for Kemmerer High School Golf Team
 - (d) Consider Passing, Approving, and Adopting Resolution. No. 2026-872, A Resolution Amending Resolution No. 2024-834, Setting the 2026 Kemmerer Golf Course Fee Schedule and Effective Date
 - (e) Consider Agreement with Jenkins Vending for Pool Tables, Dart Boards, & Arcade Games at the Fossil Island Golf Clubhouse

- (f) Consider Passing, Approving, and Adopting Resolution No. 2026-873, Establishing Updated Rental Rates for Old Town Hall
- (g) Consider Quote from All West for Internet at the Outdoor Pool
- (h) Canyon Road Holdings LLC Tract 3 Phase One Development Agreement
- (i) Gateway PUD Phase 1A Development Agreement Addendum
- (j) Driveway Permit for Advantage Plus Credit Union

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, APRIL 27, 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

APPLICATION FOR APPOINTMENT
AIRPORT ADVISORY BOARD

Applicant Name: David A. Hunzic

Applicant Street Address: 1120 6th West

City: Kemmerer State: WY Zip: 83101

Applicant Mailing Address: 1120 6th West

City: Kemmerer State: WY Zip: 83101

Applicant Phone (Cell) 307-466-3305 Applicant Phone (Home) _____

Applicant Email Address: drhunzic@msn.com

Is Applicant a United States Citizen? Yes No

Is Applicant a Bona Fide Resident of Lincoln County, Wyoming? Yes No

Is Applicant registered to vote in Lincoln County, Wyoming? Yes No

Why are you interested in holding a position on the board? I believe in the airport's importance for community growth and attracting businesses. With that, I believe there is a need in transparency in funding and accountability in order to ensure its success

Why qualifications or expertise do you have that would benefit the board? I served on the original grant funding board for the Senior Center which accomplished obtaining mill levies for funding activities and building improvements. I believe every board needs to demonstrate accountability and transparency.

In your opinion, identify the three most important current issues facing the board. Currently, I am not aware of any issues, but if something has come up, I am ready to help resolve the issues as they come to my attention.

For Office Use Only:

Date Received: _____ Received by: _____

Verified applicant is qualified elector in Lincoln County, Wyoming: yes md 3-16-26

Consent Agenda (a)

The Kemmerer City Council met in special session this 18th day of March 2026, at 5:05 p.m. at the South Lincoln Training and Event Center; 215 State Highway 233, Kemmerer, Wyoming. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Dave McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. The Pledge of Allegiance was recited.

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

Roles and responsibility training was provided to council and staff by former WAM attorney, Mark Harris.

Staff and council created, listed, and prioritized the city's strategic planning goals for fiscal year 2026-2027. Goals from fiscal year 2025-2026 were discussed. Future land use and zoning code was discussed.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the special meeting; 8:38 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

The Kemmerer City Council met in regular session this 23rd day of March, 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 Batista and unanimously approved by council present.

Motion was made by Councilmember Popp to amend the agenda to pull consent agenda item (c) and move it to New Business Item (g); seconded by Councilmember Price and unanimously approved by council present.

PRESENTATIONS:

New K9 Officer, Rasta, was sworn in. Chad Hunzie was presented with a 15-year service award. The award was accepted by John Tibbetts, Golf and Parks Director.

VISITORS' COMMENTS AND PETITIONS:

Bob Robinson made comments to the council.

CONSENT AGENDA:

Motion was made by Councilmember Ellis to approve the items (a) and (b) of the consent agenda as presented; seconded by Councilmember Popp and unanimously approved by council present. Those items were:

(a) Approval of Meeting Minutes of March 9, 2026.

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

18848 UMWA	\$48.00	18849 All West Communications	\$495.57
18850 Avfuel Corporation	15,315.04	18851 Bridger Valley Propane	779.72
18852 Century Equipment Co	284.58	18853 Enbridge Gas Utah	4,563.29
18854 Fossil Basin Promo Board	5,178.20	18855 Gunter's Service	3,116.44
18856 Jackson Group Peterbilt	91.09	18857 Johnson, Dylan	890.00
18858 Kemmerer Gazette	601.40	18859 Lincoln County Sheriff Office	2,520.00
18860 Mountain West Business	23.86	18861 Norco	14.00
18862 One-Call of Wyoming	85.05	18863 Reladyne West, LLC	1,048.11
18864 Revize, LLC	9,225.00	18865 Rocky Mountain Power	11,702.97
18866 Safety Supply & Sign	158.64	18867 Shums Coda Associates	480.00
18868 Team Laboratory Chemical	852.00	18869 UMB Card Center	17,914.49
18870 Wells Fargo Financial	619.47	18871 Wheeler Machinery Co	70.30
18872 WYDOT-Financial Services	15,810.55	3/11/26 Federal Tax Deposit-ACH	14,750.63
3/11/26 New Payroll Deposit-ACH	50,428.34	3/11/26 AFLAC -ACH	12.24
3/11/26 Expert Pay – ACH	1,270.52	3/11/26 Orchard Trust – ACH	1,200.00

NEW BUSINESS:

- (a) Motion was made by Councilmember McConkie to authorize staff to apply for the 2026 Mosquito Management Grant Application; seconded by Councilmember Price and unanimously approved by council present.
- (b) Motion was made by Councilmember Popp to authorize the mayor to sign the 2026 Mosquito Control Quote with Bighorn Flying Co and authorize the mayor to sign the letter of support to Bighorn Flying Co to allow for aerial application; seconded by Councilmember Price and unanimously approved by council present.
- (c) Motion was made by Councilmember Price authorize the mayor to sign the maintenance contract at Old Town Hall with Otis Elevator; seconded by Councilmember Batista and unanimously approved by council present.
- (d) Motion was made by Councilmember Batista to authorize the mayor to sign the schedule 2 pricing fee schedule to allow AvCards to be accepted at the airport; seconded by Councilmember Popp and unanimously approved by council present.
- (e) Motion was made by Councilmember Batista to authorize the mayor to sign a letter of support for Lincoln County's application for Lincoln County's Grant Application for the Wyoming Outdoor Recreation and Tourism Trust Fund; seconded by Councilmember Ellis and unanimously approved by council present.
- (f) Motion was made by Councilmember McConkie to authorize the mayor to sign a letter to WYDOT for the FY 2026-2027 Salt & Sand Project in an amount not-to-exceed \$20,000; seconded by Councilmember Batista and unanimously approved by council present.
- (g) Motion was made by Councilmember McConkie to authorize the mayor to sign the lease agreement with Robert Chapin for lease of hangar space #3 land for a term to expire on June 30, 2027; seconded by Councilmember Batista. Those voting "Yea," Councilmember McConkie and Councilmember Batista. Those voting "Nay," Councilmember Ellis, Councilmember Popp, and Councilmember Price. Mayor Bowen voted "Nay." Motion failed.

COMMENTS:

Brian Muir, City Administrator, made comments. Bob Robinson made additional comments to the council. Councilmember Price and Councilmember Popp made comments. Mayor Bowen made comments.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the regular meeting; 7:04 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

City Hall, Kemmerer, Wyoming

March 23, 2026
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NATASIA DIERS
CITY CLERK - TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net invoice Amount	Location/Training
GENERAL FUND						
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	05-26	HEALTH INS PREM - 05/26	04/01/2026	42,070.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	05-26	DENTAL INS. PREM - 05/26	04/01/2026	2,052.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	05-26	LIFE INS. PREM - 05/26	04/01/2026	297.00	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	05-26	VISION INS PREM - 05/26	04/01/2026	285.62	
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT.	15.1490.4	APPLY GARBAGE DEPOSIT	03/30/2026	55.00	
30121	CITY OF KEMMERER ACCT.	16.2580.0	APPLY GARBAGE DEPOSIT - JA	03/30/2026	64.00	
30121	CITY OF KEMMERER ACCT.	18.5310.7	APPLY GARBAGE DEPOSIT - ST	04/04/2026	64.00	
30121	CITY OF KEMMERER ACCT.	19.6120.7	APPLY GARBAGE DEPOSIT - TH	03/30/2026	64.00	
10-29841 RESERVE FOR YOUTH PROG - PD						
14015	NETWIZE	27018	DELL MONITOR & DESKTOP - J	03/23/2026	5,745.06	
ADMINISTRATION						
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	55535	ADMIN - COMPUTER SUPPORT	03/27/2026	853.52	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0426	INTERNET - ADMIN	04/01/2026	51.56	
10081	ALL WEST COMMUNICATIONS	0628-0426	IP CONNECTION SLTEC TO CH	04/01/2026	15.00	
30100	CENTURYLINK COMMUNICATIO	2350L-0426	ADMINISTRATION LONG DISTA	04/01/2026	3.51	
70275	GOTO TECHNOLOGIES USA, IN	IN7105271825	MONTHLY PHONE SERVICE - A	04/01/2026	193.89	
17099	CENTURYLINK	2345-0426	ADMINISTRATION	04/01/2026	41.69	
17099	CENTURYLINK	2355-0426	ADMINISTRATION	04/01/2026	33.19	
17099	CENTURYLINK	3189-0426	ADMINISTRATION	04/01/2026	83.41	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - BM	03/26/2026	37.53	
10-43-420 POSTAGE						
16005	PITNEY BOWES, INC.	040826	REFILL POSTAGE METER	04/08/2026	500.00	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR15075588	COPY IMAGES - ADMIN	04/01/2026	179.34	
10-43-710 EQUIPMENT LEASE						
16005	PITNEY BOWES, INC.	3322349116	POSTAGE METER LEASE	03/30/2026	426.84	
CITY HALL COMPLEX						
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6139580882	CELL PHONE - WB	03/26/2026	37.53	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	5040	FIRE ALARM SYSTEM - CH	03/01/2026	50.00	
90264	INTERMOUNTAIN FIRE PROTEC	5096	FIRE ALARM SYSTEM - CH	04/01/2026	50.00	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0326	CITY HALL	03/27/2026	987.48	
18009	ROCKY MOUNTAIN POWER	047-0326	CITY HALL SPRINKLER	03/27/2026	37.69	
18009	ROCKY MOUNTAIN POWER	100-0326	CITY HALL PARKING LOT	03/27/2026	33.04	
18009	ROCKY MOUNTAIN POWER	101/105-0326	CITY HALL STREETLIGHTS	03/27/2026	833.40	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0326	WATER - 226 HIGHWAY 233	03/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0326	WATER CITY HALL REAR	03/25/2026	306.43	
11015	K-D JOINT POWERS BOARD	7221910-0326	WATER CITY HALL FRONT	03/25/2026	105.01	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0326	SEWER - 226 HIGHWAY 233	03/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0326	SEWER CITY HALL REAR	03/25/2026	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0326	SEWER CITY HALL FRONT	03/25/2026	44.21	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	111588168	FUEL - PD	03/31/2026	2,863.03	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0426	INTERNET - POLICE DEPT.	04/01/2026	25.39	
30100	CENTURYLINK COMMUNICATIO	2350L-0426	POLICE DEPT. LONG DISTANCE	04/01/2026	.88	
70275	GOTO TECHNOLOGIES USA, IN	IN7105271825	MONTHLY PHONE SERVICE - P	04/01/2026	60.93	
14015	NETWIZE	55535	POLICE - COMPUTER SUPPOR	03/27/2026	367.34	
17099	CENTURYLINK	2345-0426	POLICE DEPT.	04/01/2026	41.69	
17099	CENTURYLINK	2355-0426	POLICE DEPT	04/01/2026	33.19	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - PD (3)	03/26/2026	112.59	
22016	VERIZON WIRELESS	6139580882	TABLETS - PD (7)	03/26/2026	140.14	
22016	VERIZON WIRELESS	6139580882	KPD CAMERA	03/26/2026	40.01	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0326	COMMUNICATIONS - 0326	03/31/2026	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	0326	PRISONER CARE - 0326	03/31/2026	180.00	
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0326	ANIMAL SHELTER	03/27/2026	99.96	
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0326	WATER - ANIMAL SHELTER	03/25/2026	67.03	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	58034	ENG. - GATEWAY PUD PHASE 1	03/06/2026	800.00	
10020	JORGENSEN ASSOCIATES, INC	58034	ENG. - CRH TRACT 1	03/06/2026	502.50	
10020	JORGENSEN ASSOCIATES, INC	58223	ENG. - GATEWAY PUD PHASE 1	04/06/2026	820.00	
10020	JORGENSEN ASSOCIATES, INC	58223	ENG. - CRH TRACT 1	04/06/2026	205.00	
10-65-560 SAFETY						
16002	PERSONNEL SCREENING SER	11509	DRUG SCREENING - DOT	01/22/2026	378.00	
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-0326	STREET LIGHTING	03/27/2026	9.86	
18009	ROCKY MOUNTAIN POWER	053-0326	STREET LIGHTING (HOLLAND)	03/27/2026	12.40	
18009	ROCKY MOUNTAIN POWER	061-0326	SPINEL LIFT STATION	03/27/2026	35.93	
18009	ROCKY MOUNTAIN POWER	094/099-0326	STREET LIGHTS	03/27/2026	3,993.52	
STREET MAINTENANCE						
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	0046373341	WELDING CYLINDER RENTAL	03/31/2026	15.50	
99066	DJ'S GLASS	127108	PROPANE	03/23/2026	134.00	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	STREET DEPT. LONG DISTANC	04/01/2026	.57	
14015	NETWIZE	55535	STREETS - COMPUTER SUPPO	03/27/2026	59.42	
17099	CENTURYLINK	2374-0426	STREET DEPT.	04/01/2026	43.15	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - CN	03/26/2026	45.48	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0326	INDUSTRIAL PARK	03/27/2026	8.06	
18009	ROCKY MOUNTAIN POWER	060-0326	GARAGE & SHOP	03/27/2026	399.15	
18009	ROCKY MOUNTAIN POWER	072-0326	INDUTRIAL PARK	03/27/2026	21.63	
18009	ROCKY MOUNTAIN POWER	106-0326	GARAGE PARKING LOT	03/27/2026	8.06	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0326	WATER - 213 PINE	03/25/2026	68.26	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0326	SEWER - 213 PINE	03/25/2026	32.92	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0426	DUMP TRUCK LEASES	03/25/2026	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM260249	TREE DUMP	03/25/2026	256.60	
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	STREET DEPT. LONG DISTANC	04/01/2026	.31	
17099	CENTURYLINK	2374-0426	SANITATION DEPT	04/01/2026	23.23	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - JB	03/26/2026	41.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	52589	POSTAGE UTILITY BILLS	03/28/2026	574.54	
10-69-460 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	52589	PRINT UTILITY BILLS	03/28/2026	132.72	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0326	INDUSTRIAL PARK	03/27/2026	4.34	
18009	ROCKY MOUNTAIN POWER	060-0326	GARAGE & SHOP	03/27/2026	214.93	
18009	ROCKY MOUNTAIN POWER	072-0326	INDUSTRIAL PARK	03/27/2026	11.64	
18009	ROCKY MOUNTAIN POWER	106-0326	GARAGE PARKING LOT	03/27/2026	4.34	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0326	WATER - 213 PINE	03/25/2026	36.75	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0326	SEWER - 213 PINE	03/25/2026	17.72	
PARKS MAINTENANCE						
10-75-230 SMALL TOOLS						
10078	ACE HARDWARE	03/26	RAKE	03/25/2026	19.99	
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	03/26	BOILED LINSEED OIL, PAINT, B	03/25/2026	40.76	
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	PARKS LONG DISTANCE	04/01/2026	.88	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0326	PARKS SHOP	03/27/2026	33.47	
18009	ROCKY MOUNTAIN POWER	018-0326	FRONTIER FIELDS	03/27/2026	33.27	
18009	ROCKY MOUNTAIN POWER	046-0326	DVILLE GATEWAY	03/27/2026	35.64	
18009	ROCKY MOUNTAIN POWER	055-0326	PIZ PARK (COULSON)	03/27/2026	34.10	
18009	ROCKY MOUNTAIN POWER	058-0326	COLD STORAGE	03/27/2026	74.98	
18009	ROCKY MOUNTAIN POWER	062-0326	KMER GATEWAY POE	03/27/2026	36.46	
18009	ROCKY MOUNTAIN POWER	091-0326	ARCHIE NEIL CONCESSIONS	03/27/2026	37.36	
18009	ROCKY MOUNTAIN POWER	107-0326	RANGER PARK	03/27/2026	33.27	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0326	PP&L SUBSTATION	03/25/2026	67.03	
11015	K-D JOINT POWERS BOARD	7221890-0326	WATER - PARKS SHOP	03/25/2026	67.03	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7105271825	MONTHLY PHONE SERVICE - P	04/01/2026	11.08	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	04-26	PROSECUTING ATTORNEY - 04	04/01/2026	2,250.00	
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	COURT LONG DISTANCE	04/01/2026	.88	
70275	GOTO TECHNOLOGIES USA, IN	IN7105271825	MONTHLY PHONE SERVICE - C	04/01/2026	11.08	
CAPITAL PROJECTS FUND						
HIGHWAYS/STREETS						
26-64-023 ELK STREET-COULSON TO 5TH WEST						
10020	JORGENSEN ASSOCIATES, INC	58035	ENG - ELK ST REHAB	03/06/2026	2,263.97	
10020	JORGENSEN ASSOCIATES, INC	58224	ENG. - ELK STREET REHAB	04/06/2026	502.50	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-230 SMALL TOOLS						
10078	ACE HARDWARE	03/26	RAKE & TRASH CAN	03/25/2026	46.98	
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	55535	GOLF MAINT. - COMPUTER SUP	03/27/2026	29.71	
54-73-510 TRAINING						
99254	MURDOCK, JEFF	156	TRAINING - REEL GRINDER - C	03/25/2026	200.00	
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-0326	GOLF MAINT SHOP	03/27/2026	160.46	
18009	ROCKY MOUNTAIN POWER	048-0326	SECURITY LIGHT	03/27/2026	37.21	
18009	ROCKY MOUNTAIN POWER	049-0326	SODIUM VAPOR POLE	03/27/2026	9.86	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
18009	ROCKY MOUNTAIN POWER	052-0328	GOLF CART SHED	03/27/2026	33.58	
18009	ROCKY MOUNTAIN POWER	069-0326	SECURITY LIGHT	03/27/2026	24.80	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0326	WATER - GOLF MAINT. SHOP	03/25/2026	67.03	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0326	SEWER - GOLF MAINT. SHOP	03/25/2026	50.64	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-0326	LITTLE LEAGUE CONCESSION	03/27/2026	101.92	
18009	ROCKY MOUNTAIN POWER	068-0326	STORAGE SHED	03/27/2026	33.27	
18009	ROCKY MOUNTAIN POWER	077-0326	LITTLE LEAGUE CROWS NEST	03/27/2026	15.35	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	55535	CLUBHOUSE - COMPUTER SUP	03/27/2026	29.71	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - GOLF CLUBOHO	03/26/2026	49.63	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-0326	GOLF CLUBHOUSE	03/27/2026	516.44	
18009	ROCKY MOUNTAIN POWER	076-0326	RV SPACE	03/27/2026	24.24	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0326	WATER - RV SPACE	03/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0326	WATER - CLUBHOUSE	03/25/2026	15.00	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0326	SEWER - RV SPACE	03/25/2026	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0326	SEWER - CLUBHOUSE	03/25/2026	15.00	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3419	PEST CONTROL - AIRPORT	04/03/2026	100.00	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	AWOS SYSTEM	04/01/2026	2.78	
30100	CENTURYLINK COMMUNICATIO	2350L-0426	AIRPORT LONG DISTANCE	04/01/2026	.88	
17099	CENTURYLINK	2343-0426	AIRPORT	04/01/2026	91.18	
17099	CENTURYLINK	3534-0426	AIRPORT	04/01/2026	71.38	
17099	CENTURYLINK	9838-0426	AWOS	04/01/2026	66.38	
22016	VERIZON WIRELESS	6139580882	TABLET AND CELL PHONE - AIR	03/26/2026	57.55	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	5040	FIRE ALARM SYSTEM - AIRPOR	03/01/2026	50.00	
90264	INTERMOUNTAIN FIRE PROTEC	5096	FIRE ALARM SYSTEM - AIRPOR	04/01/2026	50.00	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-0326	AIRPORT SECURITY LIGHTING	03/27/2026	32.71	
18009	ROCKY MOUNTAIN POWER	017-0326	AIRPORT EQUIP BLDG	03/27/2026	130.63	
18009	ROCKY MOUNTAIN POWER	063-0326	AIRPORT HANGER #8	03/27/2026	33.27	
18009	ROCKY MOUNTAIN POWER	073-0326	AIRPORT TERMINAL	03/27/2026	123.82	
18009	ROCKY MOUNTAIN POWER	090-0326	AIRPORT VAULT	03/27/2026	453.35	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-0326	WATER POINT KEY A-10	03/25/2026	67.01	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	194735	ENG - REHAB RWY LIGHTING	03/23/2026	5,807.81	
55-75-016 REPLACE AWOS EQUIPMENT						
10069	JUB ENGINEERS INC	194772	ENG. - REPLACE AWOS SYSTE	03/23/2026	10,120.97	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3419	PEST CONTROL - REC CENTER	04/03/2026	65.00	
50112	ELLIS, SETH	2617 JAZZ	REF JR JAZZ	03/17/2026	48.00	
14015	NETWIZE	55535	REC - COMPUTER SUPPORT	03/27/2026	367.34	
99246	LOZIER, LILLY	2617 JAZZ	JR JAZZ REF	03/17/2026	42.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
99247	POPE, CHRISTIAN	2617 JAZZ	REF JR JAZZ	03/17/2026	12.00	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426	REC CENTER LONG DISTANCE	04/01/2026	88	
17099	CENTURYLINK	2365-0426	REC CENTER	04/01/2026	99.38	
17099	CENTURYLINK	2366-0426	REC CENTER	04/01/2026	66.38	
56-82-560 SAFETY						
16002	PERSONNEL SCREENING SER	11509	DRUG SCREENING - LH	01/22/2026	55.00	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0326	REC CENTER	03/27/2026	957.71	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0326	WATER - REC CENTER	03/25/2026	215.96	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0326	SEWER - REC CENTER	03/25/2026	50.64	
56-82-860 SPECIAL PROJ & PROGRAMS						
99238	WOLFIES LLC	596	T-SHIRTS	04/05/2026	155.25	
99238	WOLFIES LLC	596	T-SHIRTS	04/05/2026	281.04	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0426	OUTDOOR POOL	04/01/2026	83.38	
56-88-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0326	SWIMMING POOL	03/27/2026	35.54	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3419	PEST CONTROL - EVENT CENT	04/03/2026	75.00	
90264	INTERMOUNTAIN FIRE PROTEC	5040	FIRE ALARM SYSTEM - EC	03/01/2026	50.00	
90264	INTERMOUNTAIN FIRE PROTEC	5096	FIRE ALARM SYSTEM - EC	04/01/2026	50.00	
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0426	PHONE SERVICE - EC	04/01/2026	88.80	
10081	ALL WEST COMMUNICATIONS	0212-0426	PHONE SERVICE - LINC. CTY	04/01/2026	133.20	
10081	ALL WEST COMMUNICATIONS	0212-0426	INTERNET - SLTEC	04/01/2026	125.90	
10081	ALL WEST COMMUNICATIONS	0212-0426	LONG DISTANCE - EC	04/01/2026	3.18	
10081	ALL WEST COMMUNICATIONS	0212-0426	FAX & LONG DISTANCE - LINC.	04/01/2026	34.92	
10081	ALL WEST COMMUNICATIONS	0628-0426	IP CONNECTION SLTEC TO CH	04/01/2026	15.00	
30100	CENTURYLINK COMMUNICATIO	2350L-0426	EC ALARM	04/01/2026	1.39	
14015	NETWIZE	55535	SLTEC - COMPUTER SUPPORT	03/27/2026	337.65	
17099	CENTURYLINK	2226-0426	EVENT CENTER	04/01/2026	66.38	
22016	VERIZON WIRELESS	6139580882	CELL PHONE - EVENT CENTER	03/26/2026	49.63	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	086-0326	EVENTS CENTER	03/27/2026	1,531.52	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-0326	WATER - EVENTS CENTER	03/25/2026	219.01	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0326	SEWER - EVENTS CENTER	03/25/2026	58.18	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0326	VISITOR CENTER	03/27/2026	54.74	
18009	ROCKY MOUNTAIN POWER	085-0326	TRIANGLE PARK-SOUND EQUIP	03/27/2026	37.02	
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0326	WATER - VISITOR CENTER	03/25/2026	67.03	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0326	SEWER - VISITOR CENTER	03/25/2026	50.64	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3419	PEST CONTROL - OTH	04/03/2026	30.00	
90264	INTERMOUNTAIN FIRE PROTEC	5040	FIRE ALARM SYSTEM - OTH	03/01/2026	50.00	
90264	INTERMOUNTAIN FIRE PROTEC	5096	FIRE ALARM SYSTEM - OTH	04/01/2026	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0426	700 CEDAR	04/01/2026	61.88	
17099	CENTURYLINK	2254-0426	700 CEDAR	04/01/2026	61.88	
17099	CENTURYLINK	2915-0426	700 CEDAR	04/01/2026	80.18	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0326	700 CEDAR	03/27/2026	395.21	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0326	WATER 700 CEDAR	03/25/2026	67.03	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0326	SEWER 700 CEDAR	03/25/2026	45.53	
Grand Totals:					<u>107,142.34</u>	

Automatic Payments/Debits

Date	Payee	Payment Description	Amount
4/1/26	WYOMING WORKERS COMPENSATION	QUARTERLY PAYMENT	\$18,036.63
3/31/26	CORE BUSINESS TECH	MONTHLY CREDIT CARD PROCESSING FEE	\$19.95
		Total:	\$18,056.58

Date Approved: 04/13/2026

Mayor

Council

Council

Council

Council

Council

Council

Treasurer

New Business

(a)

Consider Appointment of
David Hunzie to the
Airport Board

New
Business
(b)

AGENDA ITEM # b (NB OB CONSENT) Department: Admin-EC-visitor
cabin
Meeting Date: 4/13/26

SUBJECT: Door for cabin

BRIEF DESCRIPTION/JUSTIFICATION: The Fossil Basin Chamber of Commerce requested a new door for the visitor's center (cabin) at the triangle. The funds would come from lodging tax income. Of the three bids, the one preferred is with the window to be more welcoming and inviting to tourists and community members.

RECOMMENDED ACTION: Approve to purchase the door that is \$1,338.76

Attachments Provided: Yes No

Submitted by: [Kaylynn Williams](#)

ESTIMATE

Dream Custom Interiors
PO Box 44
Diamondville, WY 83116-0044

dreamcustom1@outlook.com
+1 (307) 747-0203

Bill to
Jessica Lozier

Ship to
Jessica Lozier

Estimate details

Estimate no.: 1001
Estimate date: 01/27/2026

#	Product or service	Description	Qty	Rate	Amount
1.	services	Front door replacement on Cabin on Triangle: Fiberglass wood grain, Brown tone door	1	\$5,300.00	\$5,300.00
				Total	\$5,300.00

Accepted date

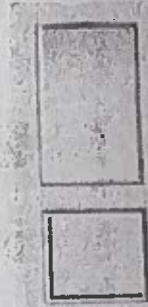
Accepted by

Item 1

**(4-6 weeks)*

86021

Product Type	Exterior Doors
Product Line	Therma-Tru Steel and Fiberglass Doors
Door Configuration	Single Prehung
Door Handing	Left Hand Outswing (1C)
Door Height	6/8
Door Width	3/0
Style Number	S6021
Door Category	Clear Glass Doors
Material	Fiberglass
Door Texture	Smooth-Star
Door Thickness	1 3/4"
Glass Shape	Half Lite Rectangle
Glass Collection	Clear Glass
Door Style	Half Lite 1 Panel
Glass Name	Clear Lite
Frame Profile	Flat Lite Frame
Low-E Glass	No
Style Option Number	S6021-ADV
Lock System Type	Lock Prep Only - No Hardware
Door Bore	Single Bore (Lockset Only)
Bore Backset	2 3/8"
Edge Prep	Mortise (Radius Corner)
Mail Slot	No Thank You
Jamb Species	Primed
Jamb Width	Custom
Weatherstrip	Bronze Weatherstrip
Exterior Trim	No Exterior Trim
Sill	Mill Composite Fixed Sill Outswing
Hinge Finish	Brushed Nickel (US15)
Hinge Type	Self-Aligning NRP / Ball-Bearing
Hinge Shape	5/8" Radius x Square LH
Add-Ons	No



OUTSIDE

Size	Width	Height
Rough Opening	38 1/4"	81 7/16"
Net Unit Size	37 1/2"	80 15/16"

Specification	Dimension
Custom Jamb	5 1/2"

	Qty	Rate	Total
ING -		787.42	787.42T
		275.00	275.00T
		225.00	225.00
		5.00%	53.12

The estimate provided herein is an estimate only.
 Additional materials or labor may be required.
 Estimates good for 30 Days.

Phone #	307-875-9132	Fax #	307-875-9135	Total	\$1,340.54
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Item 1

**(4-6 weeks)*

Product Type	Exterior Doors
Product Line	Therma-Tru Steel and Fiberglass Doors
Door Configuration	Single Prehung
Door Handing	Left Hand Outswing (1C)
Door Height	6/8
Door Width	3/0
Style Number	FCM6021
Door Category	Clear Glass Doors
Material	Fiberglass
Door Texture	Fiber-Classic Mahogany Collection
Door Thickness	1 3/4"
Glass Shape	Half Lite Rectangle
Glass Collection	Clear Glass
Door Style	Half Lite 1 Panel
Glass Name	Clear Lite
Frame Profile	Scrolled Lite Frame
Low-E Glass	Yes
Style Option Number	FCM6021-LE
Lock System Type	Lock Prep Only - No Hardware
Door Bore	Single Bore (Lockset Only)
Bore Backset	2 3/8"
Edge Prep	Mortise (Radius Corner)
Mail Slot	No Thank You
Jamb Species	Primed
Jamb Width	Custom
Weatherstrip	Bronze Weatherstrip
Exterior Trim	Brickmould
Exterior Trim Application	Ship Brickmould Loose
Sill	Bronze Composite Fixed Sill Outswing
Hinge Finish	Oil-Rubbed Bronze (US108)
Hinge Type	Self-Aligning NRP / Ball-Bearing
Hinge Shape	5/8" Radius x Square LH
Add-Ons	No

FCM6021



OUTSIDE

Size	Width	Height
Rough Opening	38 1/4"	81 7/16"
Net Unit Size	37 1/2"	80 15/16"

Specification	Dimension
Custom Jamb	5 1/2"

Item	Quantity	Unit Price	Total Price
		225.00	225.00
		5.00%	33.04

The estimate provided herein is an estimate only.
 Additional materials or labor may be required.
 Estimates good for 30 Days.

Phone #	307-875-9132	Fax #	307-875-9135	Total	\$1,338.76
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Signature _____

New
Business
(c)

AGENDA ITEM # C (NB) OB CONSENT) Department: Community Events/Golf
Meeting Date: 4/13/2026

SUBJECT: Golf Tournament agreement edit

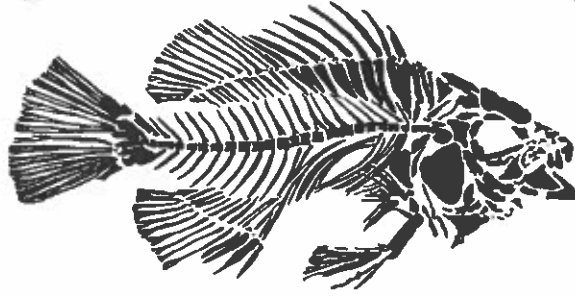
BRIEF DESCRIPTION/JUSTIFICATION: We wanted a small edit to clarify the fee for high school golf team hosting tournaments. For a fundraiser or other types of tournaments, they will be required to pay the non profit entity fee. The high school will continue to be able to host WHSAA tournaments at no charge.

RECOMMENDED ACTION: Approve edit.

Attachments Provided: Yes x No

Submitted by: Kaylynn Williams

FOSSIL ISLAND



GOLF CLUB

GOLF TOURNAMENT INFORMATION AND AGREEMENT

Whereas the City of Kemmerer wishes to allow for-profit, non-profit and other entities and parties to exclusively reserve the Fossil Island Golf Course and Club House to hold golf tournaments, the City of Kemmerer and _____ ("Tournament Organizer") agree to the following fees, terms, and conditions:

Golf Course Fees:

Fossil Island Golf Club will reserve the course for play during organizer's tournament. The course reservation fee is:

\$1500	Regular entity
\$1200	Nonprofit entity
\$0	Kemmerer High School Golf Team hosting WHSAA tournaments

Conditions:

- Green fees and cart rentals are included in the tournament registration fee.
- If a tournament cancels more than 5 calendar days before the scheduled event, the reservation fee will be refunded. If a tournament cancels 5 calendar days or less before the scheduled event, 50% of the reservation fee will be retained by the City of Kemmerer as revenue and 50% will be refunded.
- Any refunds must go before the City Council like any other invoice, so it may take up to 30 days before the refund check is sent.
- If tournament organizer needs any special product for the clubhouse or gift certificates for the tournament participants, they must give Golf Course Clubhouse Manager at least three weeks' notice to order it and pay in advance, which payment is not refundable; should organizer want to put their company or organization logo on it the product, at least eight weeks' notice must be given.
- If multiple flights are needed, the organizer must work with the Golf Course Clubhouse Manager on when all golfers need to be in the club house and off the course, so that regular customers can use the course.

Registration Fees:

The tournament organizer is responsible for collecting registration fees.

Prior to the Tournament:

Fossil Island Golf Club will work with the organizer to ensure that the day is organized and that the organizer has a successful event. The organizer is responsible for collecting registration fees, arranging specialty items and catering, and other non-golf related activities.

Day of the Tournament:

Fossil Island Golf Club will provide clubhouse staff to accept on-site payment for golf fees, the bar, cart assignment, enforcing tournament and club rules, and provide general assistance to the organizer. The organizer is responsible for collecting same-day registrations and money as well as all other non-golf related activities.

FOSSIL ISLAND GOLF CLUB TOURNAMENT COMMITMENT

Name of Tournament:	
Contact Name:	
Contact Phone:	
Contact Email:	
Date:	
Start Time:	
Registration Fee:	

Agreement Additions:

1. Will the tournament organizer share electronically a flyer that can be used on the Fossil Island Facebook page?

Yes / No

2. What will the scoring format be?
 - a. Stroke or Match Play
 - b. Scramble
3. What will the starting format be?
 - a. Shotgun Start
 - b. Stacked Start

4. Other requests from the tournament organizer for the clubhouse:

5. Other requests from the tournament organizer for the Golf Course Superintendent:

Signed:

Tournament Organizer Representative

Kemmerer City Administrator or Designee

Date: _____

Date: _____

New
Business
(d)

AGENDA ITEM # d (NB OB CONSENT) Department: Golf Course
Meeting Date: 4/13/26

SUBJECT: Golf course fees

BRIEF DESCRIPTION/JUSTIFICATION: The golf course needs to raise fees as we haven't for a couple years. Increases would take effect on April 15th, 2026.

RECOMMENDED ACTION: Approve fee increase.

Attachments Provided: Yes No

Submitted by: John Tibbetts

RESOLUTION NO. 2026-872

A RESOLUTION AMENDING RESOLUTION NO. 2024-834, SETTING THE 2026 KEMMERER GOLF COURSE FEE SCHEDULE AND EFFECTIVE DATE

WHEREAS, the City Council has determined that it is in the best interest of the City and the golfing public to set a fee schedule annually at the Kemmerer Golf Course;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming, as follows:

SECTION 1. Golf Course Fee Schedule is hereby adopted for the 2026 golfing season, effective April 15th, 2026.

2026 Kemmerer Golf Course Fee Schedule

<u>GREEN FEES:</u>	<u>9 HOLES</u>	<u>18 HOLES</u>
Individual	\$19.00 <u>20.00</u>	\$30.00 <u>31.00</u>
Senior	\$16.00 <u>17.00</u>	\$27.00 <u>28.00</u>
Junior	\$11.00 <u>12.00</u>	\$21.00 <u>22.00</u>
Super Senior	\$14.00 <u>15.00</u>	\$24.00 <u>25.00</u>

<u>GREEN FEE PUNCH PASS FEES (10 ROUNDS):</u>	<u>9 HOLES</u>
Individual	\$161.00 <u>166.00</u>
Senior	\$140.00 <u>144.00</u>
Junior	\$75.00 <u>77.00</u>
Super Senior	\$119.00 <u>123.00</u>

<u>GAS POWERED CART RENTAL FEES:</u>	<u>9 HOLES</u>	<u>18 HOLES</u>
Individual Per Player (Maximum 2 players)	\$11.00 <u>12.00</u>	\$16.00 <u>17.00</u>

<u>GAS POW. CART PUNCH PASS FEE:</u>	<u>9 HOLES (10 PUNCHES)</u>
Individual Per Player (Maximum 2 players)	\$70 <u>72.00</u>

<u>PRIVATE GAS POWERED CART & ELECTRIC CART FEES:</u>	<u>9 HOLES</u>	<u>18 HOLES</u>
Private Cart stored off site	\$5.00 <u>6.00</u>	\$11.00 <u>12.00</u>

<u>CART STORAGE FEES:</u>	
<u>Gas Cart</u> - with trail fee and gas -with cart storage	\$495.00 <u>448.00</u> - per season (family/principal only)
<u>Gas Cart</u> - with trail fee <u>and</u> without gas -cart storage	\$247.00 <u>200.00</u> - per season (family/principal only)

Electric Cart – with trail fee and
with cart storage

\$478 – per season (family/principal only)

All cart owners must sign a liability waiver prior to storing cart at this facility. Once cart is stored, the owner may allow use by anyone with the required trail fee paid, and a valid license. An additional fee of \$30 will be added to electric carts.

<u>PULL CART RENTAL FEES:</u>	<u>9 HOLES</u>	<u>18 HOLES</u>
	\$3.00 <u>4.00</u>	\$4.00 <u>5.00</u>

<u>GOLF CLUB RENTAL FEES:</u>	<u>9 HOLES</u>	<u>18 HOLES</u>
	\$8.00 <u>9.00</u>	\$12.00 <u>13.00</u>

RANGE BALL FEES:

Small Bucket	\$6.00 <u>7.00</u>
Large Bucket	\$9.00 <u>10.00</u>

SEASON RANGE BALL FEES:

Individual	\$129.00 <u>133.00</u>
Senior	\$81.00 <u>84.00</u>
Junior	\$50.00 <u>52.00</u>
Super Senior	\$50.00 <u>52.00</u>
Couple	\$194.00 <u>200.00</u>
Family	\$247.00 <u>252.00</u>

<u>SEASON PASS FEES:</u>	<u>PASS WITHOUT SEASON RANGE PASS</u>	<u>PASS WITH SEASON RANGE PASS</u>
Individual	\$435.00 <u>447.00</u>	\$538.00 <u>553.00</u>
Senior	\$376.00 <u>387.00</u>	\$434.00 <u>446.00</u>
Junior	\$151.00 <u>155.00</u>	\$190.00 <u>196.00</u>
Super Senior	\$344.00 <u>354.00</u>	\$374.00 <u>384.00</u>
Couple	\$745.00 <u>765.00</u>	\$806.00 <u>828.00</u>
Family	\$806.00 <u>828.00</u>	\$914.00 <u>939.00</u>

SEASON PASS GAS POWERED CART RENTAL FEES:

Individual without Second Rider	\$350.00 <u>360.00</u>
Individual Including Second Rider	\$645.00 <u>665.00</u>

FALL PASS FEES:

September 1 st until Clubhouse Closes for the Season	\$32.00 <u>33.00</u>
	Daily

(includes green fees and cart rental for entire day after September 1st)

<u>USGA HANDICAP FEES:</u>	\$43.00 <u>50.00</u>
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<u>LOCKER RENTAL FEES:</u>	\$12.00 <u>13.00</u> per month
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Active military or veterans with an honorable or general discharge will be charged the same rate as the senior rate for green fees, season passes and golf passes. (Must present military ID card or supporting documentation).

DEFINITIONS:

Under 7 years old Free

Senior: 60 years or older
Junior: 18 years and younger
Super Senior: 70 Years or older
Couple: Legally married couple
 Living couple
 Father/son
 Mother/son
 Father/daughter
 Mother/daughter
Family: A family with all kids that are juniors or under.

GOLF COURSE TOURNAMENT FEES:*

Fossil Island Golf Club will reserve the course for play during a tournament as follows:

\$1500 Regular entity
\$1200 Nonprofit entity
\$0 Kemmerer High School Golf Team

*Tournament organizers must have tournaments approved by the City Administrator or designee and sign and follow the terms and conditions of The Golf Course Tournament Agreement.

The City Administrator has the authority to run specials on specific days.

PASSED, APPROVED AND ADOPTED this day of April 13, 2026.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

New
Business
(e)

AGENDA ITEM # U (NB) OB (CONSENT) Department: Admin-EC
Meeting Date: 4/13/26

SUBJECT: Jenkins contract

BRIEF DESCRIPTION/JUSTIFICATION: A contract between Jenkins Music and the city for a pool table, a dart board and a juke box for the golf course clubhouse. This is to increase revenue and decrease dependence on tax payer revenue.

RECOMMENDED ACTION: approve and sign the contract.

Attachments Provided: Yes No

Submitted by: John Tibbetts



OPERATOR LOCATION AGREEMENT

Jenkins Music & Vending, Inc.

This Operator Location Agreement ("Agreement") is made this 13 day of April, 2026 between Jenkins Music & Vending, Inc., 1419 9th Street, Rock Springs, Wyoming ("Operator"), and Fossil Island Golf Club, 107 WY 233, Kemmerer, Wyoming ("Location").

Term

This Agreement shall remain in effect for One years beginning on the date executed and shall automatically renew for additional one (1) year terms unless either party provides thirty (30) days written notice prior to expiration.

Operator Services

Operator agrees to provide up to date, clean, and properly functioning equipment, knowledgeable staff, 24 hour / 7 day technical support and answering service, regular maintenance and repair, timely collections, and accurate revenue reporting.

Revenue Sharing

Pool Tables – Operator 60% | Location 40%
Dart Boards – Operator 60% | Location 40%
Arcade Games – Operator 60% | Location 40%

Jukebox Revenue

Operator 35% | Location 35% | TouchTunes Network 30%

ATM Machines

ATM machines may be installed by Operator or its financial partners. No commission shall be paid to the Location for ATM transactions.

Skill Game Revenue Distribution

Operator 32.5% | Location 32.5% | Wyoming State Tax 20% | POM License Fee 15%.
Percentages may be adjusted if required by Wyoming law.

Collections

Operator will collect revenues at reasonable intervals and provide Location its share with appropriate reporting.

Termination

Either party may terminate this Agreement with thirty (30) days written notice. Operator may terminate immediately in the event of tampering, illegal activity, or failure to remit agreed revenue.

Governing Law

This Agreement shall be governed by the laws of the State of Wyoming.

Signatures

OPERATOR – Jenkins Music & Vending, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

LOCATION – Fossil Island Golf Club

Signature: _____

Printed Name: Robert Bowen

Title: Mayor

Date: 4-13-2026

New
Business
(f)

AGENDA ITEM # f (NB OB CONSENT)

Department: Administration

Meeting Date: April 13, 2026

SUBJECT: Resolution Establishing Updated Rental Rates for Old Town Hall

BRIEF DESCRIPTION/JUSTIFICATION:

In previous City Council meetings, rental rates for Old Town Hall have been discussed. The current rates were established at the September 28, 2015, City Council meeting (see attached communication sheet) and have not been adjusted since that time.

Staff completed and presented a market analysis to the Council. The analysis indicated that the current fair market rental value is \$1.51 per square foot. (see attached Commercial Rental Market Survey Data Sheet)

Based on this information, it is proposed that the City adjust the rental rate to \$1.51 per square foot. Renters would be provided approximately three months' notice prior to implementation.

RECOMMENDED ACTION:

I am recommending that the new rate of \$1.51 per square foot take effect on July 1, 2026, to align with the upcoming budget cycle.

Staff welcomes any suggestions or recommendations from the Council prior to adoption of the resolution.

Attachments Provided: Yes No

Submitted by: Natasia Diers

AGENDA ITEM # 1 (NB) (OB)

Department: ADMINISTRATION

Meeting Date: September 28, 2015

SUBJECT: RENTAL RATES AT OLD TOWN HALL

BRIEF DESCRIPTION/JUSTIFICATION:

At the request of the City Council, the Wyoming Business Council through Elaina Zempel paid to have an independent third party conduct an informal survey on office space rental rates in Kemmerer.

This informal survey was not an official study as the Wyoming Business Council could not see a benefit to it with regard to the amount that it would cost, so chose to go with a less expensive option. Data was collected on the median cost per square foot on office space comparables and average cost per square foot for office space comparables.

The median cost per square foot on office space comparables, according to the informal survey, is \$0.71 per square foot.

The first year cost for the 1st floor of the Old Town Hall is set at \$0.625 per square foot. The second year rent is set to go to \$0.71 per square foot. At the beginning of the 5th year of the lease, the price will be \$0.95 per square foot.

The first year cost for the 2nd floor of the Old Town Hall is set at \$0.58 per square foot. The second year rent is set to go to \$0.66 per square foot. At the beginning of the 5th year lease of the lease, the price will be \$0.90 per square foot.

RECOMMENDED ACTION:

If Councils' decision is to continue with the rates as set at the City Council meeting of May 12, 2014, no action is needed.

Attachments Provided: Yes X No _____

Submitted by: Glenda Young

Commercial Rental Market Survey Data as of October 2025

Commercial Vacancy Rate			
	Available	Rented	Vacant
Data Point 1	4	2	2
Data Point 2	5	3	2
Data Point 3	2	0	2
Data Point 4	1	1	0
Data Point 5	7	3	4
Data Point 6	3	2	1
Data Point 7	1	0	1
	23	11	12
Vacancy Rate is 52%			

Price Per Square Foot	
Data Point 5	\$1.12
Data Point 7	\$1.20
Data Point 6	\$1.50
Data Point 1	\$1.75
Data Point 4	\$1.99
Data Point 3**	\$3.06
Data Point 2**	\$4.06
** Outliers left out of calculations per Brain	
Average sqft price including outliers \$2.09	
Median including outliers \$1.75	
Average sqft prices excluding outliers \$1.51	
Median excluding outliers \$1.50	

Old Town Hall	
1 st year rent	\$.60 sqft
2 nd -4 th year rent	\$.68 sqft
5 th + year rent	\$1.03 sqft
Average per square foot cost \$.77	
*Average square foot cost including utilities \$1.11	

*calculation with utilities is most significant since all other buildings include that in the per square foot cost of rent

RESOLUTION NO. 2026-873

**A RESOLUTION ESTABLISHING UPDATED RENTAL RATES
FOR OLD TOWN HALL**

WHEREAS, the governing body of the City of Kemmerer previously established rental rates for Old Town Hall on September 28, 2015; and

WHEREAS, the rental rates established in 2015 were based on an informal survey conducted by the Wyoming Business Council, which indicated a median office space cost of \$0.71 per square foot at that time; and

WHEREAS, the rental rates for Old Town Hall have not been adjusted since their adoption in 2015; and

WHEREAS, current fair market value for office space has increased to approximately \$1.51 per square foot; and

WHEREAS, the governing body finds it necessary and appropriate to update rental rates to better reflect current market conditions and ensure responsible management of City-owned property;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Kemmerer that:

1. The rental rates for Old Town Hall shall be updated to reflect current fair market values.
2. The new rental rate shall be established at \$1.51 per square foot.
3. The updated rental rates shall take effect on July 1, 2026;
4. Existing tenants shall continue to pay their current rental rates until the expiration or renewal of their lease, at which time the updated rental rates shall apply.
5. The City shall periodically review rental rates to ensure they remain consistent with market conditions.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.

CITY OF KEMMERER, WYOMING

BY: _____

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

New
Business
(g)

AGENDA ITEM # 9 New Business

Department: RECREATION

Meeting Date: April 13, 2026

SUBJECT: Business 100Mbps Fiber Service to Outdoor Pool

DESCRIPTION/JUSTIFICATION: This is a request to sign the quote that was given for the addition of fiber optic to the pool house and for the monthly charge of \$98.95 for internet services to be turned on the first of June and turned off the end of August. All West would like to have this so that they are able to schedule the work to be done before the pool opens June 8th.

RECOMMENDED ACTION: Allow this to be done so that we can get on the schedule to have the internet service put in.

Attachments Provided: Yes No

Submitted by: Lois Hicks, Recreation Center Coordinator



Review and continue

Private message from Robbie Atkinson, All West Communications

100/100 Bus Fiber, MTM (Pool)

Message from Robbie Atkinson, All West Communications

I am sending you this request for your electronic signature, please review and electronically sign by following the link below.

English (US) ▾

Other Options ▾

Continue

Finish Later

Assign to Someone Else

Decline to Sign

Session Information

I, the undersigned, make application for the service and equipment, and additional service or equipment I may order later. The services and equipment are provided to me pursuant to all applicable All West tariffs, and the Terms and Conditions set forth at www.allwest.com. I agree to pay all amounts when due. Past due amounts are subject to a late payment charge of 1.5% per month. If All West uses an attorney or collection agency to collect my delinquent account, I agree to pay all reasonable costs of collection or other action, including attorneys' fees and costs.

This Quote shall constitute a binding commitment by Customer to proceed with the installation of the services set forth herein, subject to final engineering review by All West to determine the technical and financial feasibility of the requested service at the Customer's location. If, in All West's sole discretion, the engineering review determines that additional work, materials, permitting, or construction are required beyond standard installation parameters, All West may (a) propose revised pricing or terms to reflect the additional costs, or (b) elect to cancel this Quote without liability. In the event revised pricing or terms are proposed, Customer shall have 30 days to accept the changes in writing. If Customer does not accept the revised terms within this period, the Quote shall be deemed canceled without further obligation by either party.

I acknowledge that I have read the terms and conditions at www.allwest.com and agree to the terms therein. _____(initial)

Name: ~~Louis Hicks~~ Robert Bowen _____

Title: Mayor _____

Signature: _____

Date: 4-13-26 _____

New Business (h)

AGENDA ITEM # h NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: April 9th, 2026

SUBJECT: Development Agreement Canyon Road Holdings LLC Tract 3 Phase One

DESCRIPTION/JUSTIFICATION:

In preparation for an upcoming Public Hearing and the Final Plat City Council Review of the Canyon Road Holdings LLC Subdivision Tract 3 Phase One, staff has prepared and attached a proposed final draft of the Development Agreement between The City of Kemmerer, The Kemmerer Diamondville Water and Wastewater Joint Power's Board (JPB), and Canyon Road Holdings LLC. Note, however, that the name of the final owner and financial guarantee holder could be changed, as well as possibly the name of the person signing the document, since the owner is considering bringing on a new partner. Canyon Road Holdings LLC is the name of the company on the most recently submitted final plat. The final proposed draft of this agreement has been shared with the other two parties, and they may propose other changes.

Attached and very important to the consideration of approval are the estimated probable construction costs for infrastructure (excavation, roads, sidewalk, curb, gutter, water, sewer, and storm water), including a 135% contingency for the total bond requirement, which costs have been reviewed by our City Engineer, Jorgensen Associates, Inc, but may have not yet been reviewed by the JPB. The purpose of the bond (or other agreed upon financial guarantee) is to protect the City of Kemmerer and its taxpayers in case the developer is not able to financially or otherwise complete the infrastructure projects which are part of the subdivision, in which case the City would be required to complete them, at its own costs, should there be no such guarantee. The development agreement refers to this probable infrastructure construction cost, contingency, and the associated bond (or other financial guarantee), which bond would be \$8,653,300. This 135% was the same contingency agreed upon for a different development agreement between the parties for the Gateway PUD Phase 1A. The 135% ideally should take into unexpected costs due to inflationary pressures on labor and supplies, and other unanticipated costs.

An issue that needs to be discussed and potentially negotiated is the traffic impact to Canyon Road both during and after construction given there may be up to 250 apartments (with an estimated 3.5 people per household and associated vehicles).

RECOMMENDED ACTION:

Review and discuss agreement and consider approval.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

City of Kemmerer - Canyon Road Holdings Tract 3 - Phase 1

City Engineer's Opinion of Probable Quantities and Construction Costs

Updated by Jorgensen Associates, Inc. - May 2, 2025

Item No.	Item	Unit	Quantity	Unit Cost	Total
Earthwork and Grading					
1	Soft Spot Repair	CY	5,000	\$ 50.00	\$ 250,000
2	Batch Plant Setup	LS	1	\$ 50,000.00	\$ 50,000
3	Clear and grub	AC	6.10	\$ 11,300.00	\$ 68,930
4	Remove and dispose asphalt pavement	SY	1,410	\$ 30.00	\$ 42,300
5	Remove and dispose curb & gutter	LF	48	\$ 30.00	\$ 1,440
6	Remove and dipose concrete pavement	SF	180	\$ 10.00	\$ 1,800
7	Remove and recycle concrete rubble (for entire Tract 3)	CY	21,088	\$ 10.00	\$ 210,880
8	Import of fill material	CY	8,425	\$ 22.00	\$ 185,350
9	Cut material - process and place in stockpile location	CY	17,300	\$ 8.00	\$ 138,400
10	Earth grading & compaction	AC	6.11	\$ 15,000.00	\$ 91,650
11	Detention basin grading	SY	11,950	\$ 5.00	\$ 59,750
12	Detention basin material - roadbase access road	CY	500	\$ 46.00	\$ 23,000
13	Detention basin reinforcement per plans	CY	3,285	\$ 100.00	\$ 328,500
14	Detention basin material - topsoil/seeding	SY	11,950	\$ 15.00	\$ 179,250
15	Drainage swale along roadway in cut conditions	LF	830	\$ 50.00	\$ 41,500
Roads					
16	Asphalt pavement	TON	1,720	\$ 120.00	\$ 206,400
17	Base course	CY	1,760	\$ 70.00	\$ 123,200
18	Granular borrow	CY	2,200	\$ 37.00	\$ 81,400
19	Geofabric	SY	7,900	\$ 5.00	\$ 39,500
20	4" Concrete	SF	13,400	\$ 11.00	\$ 147,400
21	5" Concrete	SF	4,500	\$ 15.00	\$ 67,500
22	ADA ramp	EA	23	\$ 5,300.00	\$ 121,900
23	Curb & Gutter	LF	4,340	\$ 38.00	\$ 164,920
24	Plowable End-Sections	EA	3	\$ 2,600.00	\$ 7,800
25	Drive approach	EA	1	\$ 6,200.00	\$ 6,200
26	12" Riprap	CY	280	\$ 285.00	\$ 79,800
27	Signs	EA	34	\$ 800.00	\$ 27,200
28	Striping	LS	1	\$ 5,000.00	\$ 5,000
29	Street Patch	SY	1,410	\$ 52.00	\$ 73,320
30	Sawcut	LF	2,830	\$ 5.00	\$ 14,150

City of Kemmerer - Canyon Road Holdings Tract 3 - Phase 1

City Engineer's Opinion of Probable Quantities and Construction Costs

Updated by Jorgensen Associates, Inc. - May 2, 2025

Item No.	Item	Unit	Quantity	Unit Cost	Total
Culinary Water					
31	4" Waterline	LF	200	\$ 65.00	\$ 13,000
32	4" Water valve	EA	4	\$ 2,500.00	\$ 10,000
33	4" Blowoff valve	EA	4	\$ 2,200.00	\$ 8,800
34	6" Waterline	LF	175	\$ 70.00	\$ 12,250
35	6" Water valve	EA	5	\$ 2,800.00	\$ 14,000
36	8" Waterline	LF	160	\$ 75.00	\$ 12,000
37	8" Water valve	EA	4	\$ 3,200.00	\$ 12,800
38	8" Blowoff valve	EA	4	\$ 2,800.00	\$ 11,200
39	10" Waterline	LF	3,410	\$ 83.00	\$ 283,030
40	10" Waterline fitting	EA	10	\$ 1,800.00	\$ 18,000
41	10" Water valve	EA	15	\$ 4,000.00	\$ 60,000
42	Fire Hydrant Assembly	EA	5	\$ 9,100.00	\$ 45,500
43	Vertical Waterline Loop	EA	1	\$ 22,000.00	\$ 22,000
44	Connect new culinary waterline to existing	EA	2	\$ 4,800.00	\$ 9,600
45	12" Water valve	EA	1	\$ 4,000.00	\$ 4,000
46	16" Waterline	LF	294	\$ 100.00	\$ 29,400
47	16" Waterline fitting	EA	3	\$ 1,800.00	\$ 5,400
48	16" Water valve	EA	2	\$ 4,000.00	\$ 8,000
49	3' Water Manhole	EA	1	\$ 7,000.00	\$ 7,000
Sanitary Sewer					
50	Sewer lateral nose-on connection	EA	7	\$ 2,000.00	\$ 14,000
51	4" PVC Sewer	LF	340	\$ 85.00	\$ 28,900
52	8" PVC Sewer	LF	1,080	\$ 120.00	\$ 129,600
53	10" PVC Sewer	LF	2,085	\$ 200.00	\$ 417,000
54	4' Sewer manhole	EA	14	\$ 7,200.00	\$ 100,800
55	5' Sewer manhole	EA	1	\$ 9,500.00	\$ 9,500
56	Connect new sewer main to existing	EA	1	\$ 5,000.00	\$ 5,000

City of Kemmerer - Canyon Road Holdings Tract 3 - Phase 1

City Engineer's Opinion of Probable Quantities and Construction Costs

Updated by Jorgensen Associates, Inc. - May 2, 2025

Item No.	Item	Unit	Quantity	Unit Cost	Total
Storm Sewer					
57	18" Reinforced concrete pipe	LF	586	\$ 100.00	\$ 58,600
58	24" Reinforced concrete pipe	LF	955	\$ 130.00	\$ 124,150
59	30" Reinforced concrete pipe	EA	60	\$ 180.00	\$ 10,800
60	5' Storm drain manhole	EA	2	\$ 7,000.00	\$ 14,000
61	Curb inlet box	EA	4	\$ 4,700.00	\$ 18,800
62	Combo box	EA	4	\$ 9,500.00	\$ 38,000
63	3'x3' Concrete catch basin	EA	3	\$ 5,500.00	\$ 16,500
64	Aquaswirl Treatment box	EA	1	\$ 28,000.00	\$ 28,000
65	6'x6' Concrete catch basin	EA	1	\$ 6,800.00	\$ 6,800
66	18" Flared end section with trash guard	EA	2	\$ 3,000.00	\$ 6,000
67	24" Flared end section with trash guard	EA	1	\$ 3,500.00	\$ 3,500
68	30" Flared end section with trash guard	EA	1	\$ 4,300.00	\$ 4,300
69	Snout	EA	3	\$ 4,000.00	\$ 12,000
70	Orifice plate	EA	1	\$ 1,450.00	\$ 1,450
71	Headwall	EA	1	\$ 10,000.00	\$ 10,000
Other Utilities					
71	Street lights & Conduit	LS	1	\$ 130,000.00	\$ 130,000
72	Rocky Mountain Power Switchgear vault	EA	3	\$ 25,000.00	\$ 75,000
73	RMP future sleeve	LF	420	\$ 80.00	\$ 33,600
74	Enbridge future sleeve	LF	210	\$ 80.00	\$ 16,800
75	Allwest future sleeve	LF	210	\$ 50.00	\$ 10,500
Total					
				Construction SubTotal	\$ 4,748,020
				10% Mobilization	\$ 474,802
				10% Construction Engineering, Surveying, & Materials Testing	\$ 474,802
				15% Contingency	\$ 712,203
				Total CRH Tract 3 - Phase 1	\$ 6,409,827
				Bond Requirement (135% of Cost)	\$8,653,300

CITY OF KEMMERER / CANYON ROAD HOLDINGS LLC

SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2026, by and between the City of Kemmerer, Wyoming, a Municipal Corporation, with a mailing address of 220 State Highway 233 Kemmerer, Wyoming, 82644, hereinafter designated as “City”, and, Canyon Road Holdings LLC, with a mailing address of 425 E. Crossville Road, Suite 215, Roswell, GA 30075 hereafter designated as “Owner”. The Kemmerer Diamondville Water Wastewater Joint Powers Board (hereafter “JPB”), as a party.

WITNESSETH

WHEREAS, Owner platted approximately 43.150 acres of land known as Canyon Road Holdings LLC Tract 3 Phase One located in and in being a portion of the lands located in Tracts 45, 52, and 53 of the Township 21 N, Range 116th West, 6th Principal Meridian, City of Kemmerer, Lincoln County, State of Wyoming, and;

WHEREAS, on July 16, 2024 the preliminary plat was approved with conditions, and following a public hearing on December 17, 2024 the City of Kemmerer Zoning Board re-affirmed with a Findings of Facts and Conclusions of Law and Decision the previous decision to conditionally approve the preliminary plat, and;

WHEREAS, a proposed Final Plat of said Canyon Road Holdings LLC Tract 3 Phase One was prepared by the Owner and on October 15, 2024 the City of Kemmerer Zoning Board recommended approval with additional conditions, and;

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

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS FOR TRACT 3 PHASE ONE PLAT

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

1.1 Surveying:

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

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

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

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

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

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

F. All construction of Canyon Road Tract 3 Phase One subdivision must be completed within two (2) years of plat approval, but may be extended upon request and with approval of the Kemmerer governing body, but not to exceed _____, which is the date of DEQ permit expiration.

G. If construction is not completed within the above timeframe, the sewer and water reserves for the project may be withdrawn by the City of Kemmerer (or with City agreement,

the JPB) and use financial security funds to complete the project without additional actions or permission.

1.2 Payment of all Fees Billed per Kem. City Ordinance SECTION 20-26

All Attorney Fees billed to the Owner per Section 20-26 shall be paid before the Plat is signed by the Mayor.

II. EXPLICIT CONDITIONS FOR CANYON ROAD TRACT 3 PHASE ONE PHASES

2.1 Development Phasing

The phases shall be developed in numerical order as presented by the Owner—Canyon Road Tract 3 Phase 1, 2, 3 and 4. Phases may be constructed concurrently and shall provide for the logical extension of infrastructure (i.e. Phase 3 shall not be constructed without concurrent construction/ or prior completion of 1 and 2).

2.2 Construction and lot sale restrictions:

- A. NO CONSTRUCTION can begin without prior written approval from the City.
- B. NO SALE of any lots can occur before the approval to start construction in a phase is granted, and then only lots within a phase which has been approved for construction.
- C. **NO BUILDING PERMITS can be granted until the substantial completion of the phase. (See 2.15).**

2.3 The process to obtain construction approval for each sub-phase shall be as follows:

- A. The Owner shall submit a written request to begin construction which identifies the sub-phase on which construction is to start. Each Sub-phase must have its own application.
- B. The application must include the materials, estimated materials costs, detailed engineering construction plans and estimated construction costs. These must be reviewed by the City Engineer and JPB Engineer to make findings that the estimated costs are reasonable. Costs of said reviews shall be reimbursed by the owner prior to approval being granted.
- C. Financial Surety shall be obtained by the Owner and accepted by the City before approval will be granted, in amounts as acceptable forms as described below.
- D. A reasonable time period for completion of the sub-phase, as proposed by the Owner, and agreed to by the parties, shall be set and included in the approval. **Phase must be completed within two (2) years of plat approval, but may be extended upon request and with approval of the Kemmerer governing body, but not to exceed _____.**
- E. Approval shall be in writing following a motion and approving vote by the City Council. Said vote shall not be denied if the Owner provides all required obligations in this agreement and under law.

2.4 Construction:

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

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

2.5 Certification of Construction; Repair Obligations:

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

B. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the sub-phase Certification of Construction is issued by the City. This obligation includes maintenance, repair or replacement during such period, to insure that all improvements are constructed to approved specifications and approved plans, and including issues arising from acts of subcontractors, and for any other cause other than the negligent or purposeful acts of the City or JPB. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, the City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

C. Streets, accesses, ditches and culverts shall be constructed in accordance with the City of Kemmerer Subdivision Standards, 1993 AASHTO Manual “Guide for the Design of Pavement

Structures” or an equal standard approved by the City Engineer. The Owner or its assignees shall maintain adjacent ditches and culverts and shall replace any ditch, culvert or access that was damaged during construction. Prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance.

2.6 Construction of Streets:

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

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

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

2.7 Drainage and Erosion Control:

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

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

2.8 Storm Sewer Requirements:

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

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

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

2.9 Water and Sewer:

A. Owner shall have water and sewer improvements designed and certified by a professional engineer and submit the design to the City of Kemmerer and Wyoming Department of Environmental Quality (WDEQ) for approval prior to construction. Owner shall install, public

water lines, sanitary sewer lines, mains and manholes in accordance with the approved WDEQ design, specification and construction standards approved by the City. The gravity sewer lines to be installed with a minimum size determined by the City engineer, and in accordance with the approved plans. The Owner shall also prepare and submit, to the City and the WDEQ, water and sewer capacity studies to determine the minimum pipe size required to meet the demands of the approved Masterplan for the development.

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

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

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

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

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

G. The Owner agrees to abide by the rules and regulations of the JPB regarding the use of its water and sewer facilities, all relevant ordinances of the City of Kemmerer relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited

to all provision of the Federal Pretreatment Regulations (40 CFR, Part 403) and all JPB requirements relating to industrial pretreatment.

2.10 Easements:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Underground Utilities and Street Lights:

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

2.12 Reserved

2.13 Issuance of Building Permits:

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

2.14 Issuance of Occupancy Permits:

A. Prior to the issuance of occupancy permits by the City, the Owner shall do the following:

B. Substantial completion of all improvements as spelled out in lines 1.1 , 1.2 and 2.1-2.11.

2.15 Compliance with City Codes and Ordinances:

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

III SURETY REQUIRED BEFORE CONSTRUCTION APPROVAL CAN BE GRANTED

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

3.1 Performance Bond(s).

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

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

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

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

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

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

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

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

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

3.5 Wyoming State Grants. The City is considering making a Grant Application to the State of Wyoming to assist in the cost of the infrastructure associated with Tract 3 Phase 1. The Owners understand and acknowledge that any Grant funds do not cover the warranty period but are only applied to project costs associated with designated infrastructure. The Owners understand and acknowledge that the Grant funds do not cover up to 135% of the estimated costs security required but can and will be applied as part of the calculations towards meeting that requirement. The Owners understand and acknowledge that Wyoming State Statutory bid requirements for all public improvement construction contracts and City Ordinance public improvement requirements and procedures shall be followed to be eligible to use grant funds towards the infrastructure costs. This includes any reimbursements made for engineering done for those identified infrastructures before submitting the plat and construction started before the grant is made. If such requirements and procedures are not followed, Grant funds shall not be used for the project.

3.6 Temporary Improvement. The Owner shall build and pay for all costs of temporary improvements required by the Governing Body and shall maintain same for the period specified

by the Governing Body. Prior to construction of any temporary facility or improvement, the developer shall file with the Governing Body a separate suitable bond for temporary facilities, which bond shall ensure that the temporary facilities will be properly constructed, maintained, and removed.

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

IV. OBLIGATIONS OF THE CITY AND/OR JPB.

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

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

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

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

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

V. REMEDIES

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

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

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

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

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

VII. CERTIFICATION OF AUTHORITY

Sean Coyle/Mark Germain, Member of Canyon Road Holdings LLC, Applicant, the undersigned, hereby state and certify that he has full authority to bind and obligate said Owner and Applicant to each and every term and provision of this agreement.

VIII. MISCELLANEOUS AGREEMENTS

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

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

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

COUNTY OF LINCOLN) ss.
)

The foregoing instrument was acknowledged before me by Mark Germain/Sean Coyle,
Applicant / Managing Member of ????????????? LLC., this _____ day
of _____, 2026.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

New
Business
(i)

AGENDA ITEM # L NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: April 13, 2026

SUBJECT: Development Agreement Gateway PUD Phase IA “Addendum”

DESCRIPTION/JUSTIFICATION:

At its February 9, 2026 Regular Meeting the Kemmerer City Council approved signing a development agreement between the City of Kemmerer and Elevation Development LLC for the Gateway Development 1A PUD, a 78-lot subdivision on North Canyon Road near the Kemmerer Cemetery. Since then the developer has reached out to WYDOT in order to get them soften their requirements for the timing of implementation of the turn lane, for which the developer is responsible. The attached is the proposed language that both the developer and WYDOT have agreed to, which is to replace Section 2.5 D of the original agreement.

Staff advises that language be added to the agreement to require the developer pay funds toward the turn lane, to make it more likely for future development to occur in the future. Perhaps \$50,000 to \$100,000 would be held by the City of Kemmerer to apply to the turn lane construction in the future. These funds might also be used to motivate WYDOT to put in the turn lane and the City could use these funds to assist.

RECOMMENDED ACTION:

Review and discuss the agreement Addendum, for the Gateway PUD Phase 1A and consider approval with staff’s language for \$100,000 to be paid by Elevation Development LLC to the City, to be held by the City for the purpose of funding a turn lane, creating more likelihood of development in the future on this land.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

**ADDENDUM
CITY OF KEMMERER / ELEVATION DEVELOPMENT, LLC
SUBDIVISION AGREEMENT**

Parties agree that section 2.5 D of the Development Agreement should be replaced with the following:

D. Construction of WYDOT-Recommended Turn Lane Addition to Highway 30 Loop.

1. Phase 1A. Construction of the WYDOT-recommended turn lane addition to Highway 30 Loop shall not be required as part of Phase 1A of the Development. Developer may complete the Phase 1A infrastructure and may obtain building permits and certificates of occupancy for up to seventy-eight (78) single-family homes or living units within Phase 1A without completion of the turn lane.

2. Future Development Beyond Phase 1A. If any additional final plat is approved, in whole or in part, within the Gateway Masterplan approved on January 18, 2023, the Highway 30 turn lane shall be constructed in conjunction with such additional development infrastructure. Under no circumstances shall certificates of occupancy be issued for more than the first seventy-eight (78) living units of phase 1A within the Gateway Masterplan area until the turn lane has been completed and approved by WYDOT.

3. Financial Security for Future Turn Lane Construction. As a condition of approval for, and commencement of, any development construction work beyond Phase 1A, Developer shall provide financial security, in the form of a bond or irrevocable letter of credit, in addition to any other required development financial security, guaranteeing construction of the Highway 30 turn lane. In the event Developer fails to complete the turn lane as required, WYDOT or the City may draw upon such financial security, or any other development-related financial security provided by Developer, to complete the turn lane project. The turn lane shall be completed within twelve (12) months after approval of any additional phases of the development.

CITY OF KEMMERER, WYOMING
A Municipal Corporation

Robert Bowen,
Mayor

Jason Stephen or Sean Coyle
Managing Member,
Elevation Development LLC

New
Business
(j)
Placeholder