



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, May 11, 2026**

5:00 p.m. – Pre-Meeting Workshop

Department Reports:
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** May 11, 2026
- **PRESENTATIONS:**
Stephen P. Allen, Chief of Staff of Lincoln County
Dean Stout – Appreciation for Years of Service
- **PUBLIC HEARING:**
 - (a) Final Plat Approval for Canyon Road Holdings Tract 3, Phase One
 - (b) Changes to Chapter 23 of the Kemmerer Zoning Code, Workforce Housing Facility
- **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.)
 - o General comments
- **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Meeting Minutes of April 27, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the mayor to sign the 2026 Emergency Insect Management Pre Award Acceptance Letter
- **TABLED BUSINESS:**
 - (a) Canyon Road Holdings LLC Tract 3 Phase One Development Agreement

- **OLD BUSINESS:**
 - (a) 3rd and Final Reading Ordinance No. 2026-905, Conditional Use Temporary Workforce & Short Term Housing in Light Industrial Zone II
 - (b) 2nd Reading Ordinance No. 2026-903, Granting AllWest Permission to Operate Cable Systems (Franchise Agreement)
 - (c) 2nd Reading Ordinance No. 2026-904, Granting AllWest Permission to Operate Telecommunication Systems (Franchise Agreement)

- **NEW BUSINESS:**
 - (a) Request for Billing Adjustments for Garbage Services-Deanna Keller
 - (b) City Hall AV Quotes
 - (c) 290 Tract 3 Phase One Final Plat Approval
 - (d) Select Voting Delegate for the 2026 WAM Summer Convention
 - (e) Drive-Thru Exit Use Agreement with Advantage Plus Federal Credit Union
 - (f) Recommendation to Award AWOS Project Replacement to Sage Electric
 - (g) Tegeler Quote for Property and Casualty Insurance
 - (h) Temporary appointment of Lora E Cooper for Prosecuting Attorney
 - (i) Request for Signage Wording Adjustment, Highway 30/Highway 189
 - (j) K Town Boomers America 250 Fundraiser Golf Tournament

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

EXECUTIVE SESSION

Personnel

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, MARCH 23, 2026.

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

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

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

Presentations

- Stephen P Allen – Chief of Staff for Lincoln County
- Dean Stout – Appreciation for Years of Service

Public Hearing (a)

PUBLIC NOTICE OF PROPOSED KEMMERER SUBDIVISION ON SOUTH CANYON ROAD

Pursuant to Section 20-12 of Kemmerer City Code and Wyoming, notice is hereby given that The Kemmerer City Council is holding a public hearing Monday May 11th, 2026 at about 6:15 pm. at the Kemmerer City Hall, 220 State Hwy 233, Kemmerer, Wyoming, to review and consider final plat approval of The Canyon Road Holdings LLC Tract 3 Phase One, a 3-lot, about 43-acre subdivision on South Canyon Road, filed by Canyon Road Holdings, LLC. All interested persons are invited to attend and present verbal or written statements. Further information regarding this notice can be obtained from City Administrator Brian Muir, bmuir@kemmerer.org, (307) 828-4061.

Publish: April 23RD, 2026.

Public Hearing (b)

PUBLIC NOTICE OF PROPOSED AMENDMENTS TO KEMMERER ZONING REGULATIONS

Pursuant to Wyoming W.S. 15-1-602, notice is hereby given that the City of Kemmerer is holding a public hearing Monday, May 11, 2026 at 6:00 p.m., at its regular meeting at Kemmerer City Hall, 220 State Hwy 233, Kemmerer, Wyoming; regarding changes to Chapter 23 of the Kemmerer Zoning Code. All interested persons are invited to attend and present verbal or written statements. Further information regarding this notice can be obtained from City Administrator Brian Muir, bmuir@kemmerer.org, (307) 828-4061.

Publish April 23, 2026

Consent Agenda (a)

The Kemmerer City Council met in regular session this 27th day of April, 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 David McConkie, and Councilmember Bill Price. Councilmember Caleb Ellis, Councilmember Brantley Popp, and Councilmember Mark Quinn were absent.

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

Motion was made by Councilmember Price to amend the agenda to remove New Business (d), Consider City Hall Audio Visual Quotes in City Council Chamber for Municipal Court; move New Business (j), Appoint Thayne Peterson as Interim City Attorney to New Business (a); move the Executive Session to after New Business (h), and renumber the new business items; seconded by Councilmember McConkie and unanimously approved by council present.

PRESENTATIONS:

Tim and Stacie Nicols with the Church of Jesus Christ of Latter-Day Saints presented to the council on the new Montpelier, Idaho Temple Open House. Zach Wenz with Tegeler and Associates presented the quotes for the 2026 Property and Casualty Insurance to the council.

PROCLAMATION:

Mayor Bowen proclaimed May 6-12, 2026, National Nurses Week.

PUBLIC HEARING:

Mayor Bowen opened the public hearing on the purchase and sale of two vacant commercial lots in the northern part of Kemmerer along Highway 189; 6:20 p.m.. There being no comments the mayor closed the public hearing; 6:20.

VISITORS' COMMENTS AND PETITIONS:

Adam Wolk with All West Communications made comments. Jessica Lozier, Jay Reece, and Sheila Wright made comments.

CONSENT AGENDA:

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

(a) Approval of Regular Meeting Minutes of April 13, 2026.

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

| | | | |
|------------------------------|----------|---------------------------------|-------------|
| 18908 NCPERS | \$48.00 | 18909 Wyoming Retirement System | \$23,487.17 |
| 18910 Auto Inn Repair, Inc. | 3,657.00 | 18911 Bridger Valley Propane | 347.61 |
| 18912 Caselle, Inc. | 200.00 | 18913 DBT Transportation | 3,590.00 |
| 18914 Diamondville Collision | 8,908.17 | 18915 Enbridge Gas Utah | 3,923.16 |

| | | | |
|-----------------------------------|-----------|------------------------------------|-----------|
| 18916 Fossil Basin Promo Board | 4,342.67 | 18917 Gunter's Service | 5,149.86 |
| 18918 IDAWY Solid Waste District | 8,964.75 | 18919 Intellichoice, Inc. | 3,187.41 |
| 18920 Interwest Supply Co. | 1,210.52 | 18921 Kemmerer Gazette | 671.00 |
| 18922 Mtn West Business Solutions | 33.69 | 18923 One-Call of Wyoming | 140.70 |
| 18924 Otis Elevator Co. | 2,713.87 | 18925 Outlaw Supply, Inc. | 1,433.25 |
| 18926 Petty Cash-Administration | 600.00 | 18927 Sage Electric, LLC | 1,650.00 |
| 18928 SEG Basketball, LLC | 1,495.00 | 18929 UMB Card Center | 25,665.05 |
| 18930 Upper Case Printing, Ink | 2,908.40 | 18931 WAM-WCCA | 208.00 |
| 18932 Wells Fargo Financial | 619.47 | 18933 Wolfies, Inc. | 616.50 |
| 18934 Wyo Machinery Co | 915.20 | 18935 Wyo St Board of Pharmacy | 80.00 |
| 4/22/26 Federal Tax Deposit-ACH | 14,893.61 | 4/22/26 Payroll Direct Deposit-ACH | 50,445.84 |
| 4/22/26 AFLAC-ACH | 12.24 | 4/22/26 Expert Pay-ACH | 1,270.52 |
| 4/22/26 Orchard Trust-ACH | 1,200.00 | 4/8/26 Wyo Dept of Revenue-ACH | 6.77 |
| 4/7/26 Wyo Liquor Division-ACH | 700.49 | 3/31/26 World Pay-ACH | 435.89 |

- (c) Authorize the mayor to sign the lease with Designing Women at Old Town Hall for a term to expire on April 30, 2027.

TABLED BUSINESS:

- (a) Motion was made by Councilmember Batista to remove from the table item (a); second by Councilmember Price and unanimously approved by council present. Motion was made by Councilmember Batista to authorize the mayor to sign the quote with All West for internet at the outdoor pool; seconded by Councilmember McConkie and unanimously approved by council present.
- (b) Motion was made by Councilmember McConkie to remove from the table item (b); second by Councilmember Batista and unanimously approved by council present. Motion was made by Councilmember McConkie to table the Canyon Road Holdings LLC Tract 3 Phase One Development Agreement to the next city council meeting; seconded by Councilmember Batista and unanimously approved by council present.

OLD BUSINESS:

- (a) Motion was made by Councilmember Batista to pass on 2nd reading Ordinance No. 2026-905, Conditional Use Temporary Workforce & Short Term Housing in Light Industrial Zone 11 as amended; seconded by Councilmember McConkie and unanimously approved by council present.

NEW BUSINESS:

- (a) Mayor Bowen appointed Mr. Thayne Peterson as interim city attorney for calendar year 2026. Motion was made by Councilmember McConkie to ratify the appointment of Mr. Peterson; seconded by Councilmember Batista and unanimously approved by council present.
- (b) Motion was made by Councilmember Price to Pass, Approve, and Adopt Resolution No. 2026-875, Amending Recreation Advisory Board Bylaws; seconded by Councilmember Batista and unanimously approved by council present.

Kaylynn Williams and Jessica Lozier made comments.

- (c) Motion was made by Councilmember Batista to authorize staff to purchase a new door and lock for the Visitors Center in the amount not to exceed \$1,418.74; seconded by Councilmember McConkie and unanimously approved by council present.
- (d) Motion was made by Councilmember McConkie to Pass, Approve, and Adopt Resolution No. 2026-874, South Lincoln Training and Event Center Fee Schedule Effective May 1, 2026 as amended; seconded by Councilmember Batista and unanimously approved by council present.
- (e) Motion was made by Councilmember Batista to Pass, Approve, and Adopt Resolution No. 2026-876, Amending Golf Advisory Board Bylaws as amended; seconded by Councilmember McConkie and unanimously approved by council present.
- (f) Motion was made by Councilmember McConkie to authorize the city to participate as a sponsor for the Golf Advisory Board FunRazor Golf Tournament; seconded by Councilmember Batista and unanimously approved by council present.
- (g) Motion was made by Councilmember McConkie to use Kemmerer Power Station Unit One impact funding for large street patches in an amount not to exceed \$73,458.00; seconded by Councilmember Batista and unanimously approved by council present.

Motion was made by Councilmember Batista to amend the agenda to act on New Business (I); Resolution No. 2026-877, Economic Benefit Finding for City property adjacent to the Kettle Restaurant; seconded by Councilmember McConkie an unanimously approve by council present.

Motion was made by Councilmember Batista to Pass, Approve and Adopt Resolution No. 2026-877, Economic Benefit Findings for 2 lots and 1.04 acres of city property along Highway 189. The city recognizes the sale of the two lots is of economic benefit and development. Motion was seconded by Councilmember Price and unanimously approved by council present.

Motion was made by Councilmember McConkie to recess the regular meeting and go into executive session for real estate and contract negotiation; seconded by Councilmember Batista and unanimously approved by council present; 7:49 p.m.

Motion was made by Councilmember Price to adjourn the executive session; seconded by Councilmember Batista and unanimously approved by council present; 9:05 p.m.

Motion was made by Councilmember McConkie to reconvene into regular session; seconded by Councilmember Batista and unanimously approved by council present; 9:10 p.m.

- (h) Motion was made by Councilmember McConkie to authorize the city to enter into a lease option agreement with Target Logistics Management , LLC after language modifications as agreed between both parties; seconded by Councilmember Price an unanimously approved by council present.
- (i) Motion was made by Councilmember McConkie to authorize the mayor to sign the letter of support for Target Hospitality's Workforce Hub coming to the City of Kemmerer; seconded by Councilmember Batista and unanimously approved by council present.
- (j) Motion was made by Councilmember Price to authorize the mayor to sign the WYDOT Salt and Sand Agreement for 2027 in an amount not to exceed \$20,000; seconded by Councilmember Batista and unanimously approved by council present.
- (k) Motion was made by Councilmember McConkie to Pass on 1st Reading Ordinance No. 2026-903, Granting All West, Wyoming the right for construction, installation, operation and maintenance of a cable system in the City of Kemmerer; seconded by Councilmember Batista and unanimously approved by council present.

- (I) Motion was made by Councilmember Batista to Pass on 1st Reading Ordinance No. 2026-904, Granting a Franchise to All West/Wyoming Inc. on behalf of itself and it's affiliates ("All West") to operate and maintain a telecommunications system ("System") in the City of Kemmerer; seconded by Councilmember Price and unanimously approved by council present.

COMMENTS:

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

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the regular meeting; 9:25 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK - TREASURER

Consent Agenda (b)

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Location/Training |
|--|---------------------------|----------------|----------------------------|--------------|--------------------|-------------------|
| COMBINED CASH FUND | | | | | | |
| 01-11750 UTILITY CASH CLEARING | | | | | | |
| 99215 | DURGIN, SHANE & CAROLYN | REFUND01 | REFUND OVERPAYMENT | 05/05/2026 | 105.00 | |
| 01-11800 CASH CLEARING - A/R | | | | | | |
| 19014 | SOUTH LINCOLN COUNTY DEV | REFUND | REFUND SECURITY DEPOSIT | 04/27/2026 | 80.65 | |
| GENERAL FUND | | | | | | |
| 10-22500 HEALTH INSURANCE PAYABLE | | | | | | |
| 23012 | WYOMING EDUCATOR'S BENEF | 06-26 | HEALTH INSURANCE - 06/26 | 05/06/2026 | 42,070.00 | |
| 10-22505 DENTAL INSURANCE PAYABLE | | | | | | |
| 23012 | WYOMING EDUCATOR'S BENEF | 06-26 | DENTAL INSURANCE - 06/26 | 05/06/2026 | 2,052.00 | |
| 10-22510 LIFE INSURANCE PAYABLE | | | | | | |
| 23012 | WYOMING EDUCATOR'S BENEF | 06-26 | LIFE INSURANCE - 06/26 | 05/06/2026 | 297.00 | |
| 10-22515 VISION INSURANCE PAYABLE | | | | | | |
| 23012 | WYOMING EDUCATOR'S BENEF | 06-26 | VISION INSURANCE - 06/26 | 05/06/2026 | 285.62 | |
| 10-23501 CUSTOMER DEPOSITS - SAN. | | | | | | |
| 30121 | CITY OF KEMMERER ACCT. | 16 2700.7 | APPLY GARBAGE DEPOSIT | 04/30/2026 | 3.00 | |
| ADMINISTRATION | | | | | | |
| 10-43-360 CONTRACTUAL SERVICES | | | | | | |
| 14015 | NETWIZE | 55698 | ADMIN - COMPUTER SUPPORT | 04/30/2026 | 856.17 | |
| 10-43-410 TELECOMMUNICATIONS | | | | | | |
| 10081 | ALL WEST COMMUNICATIONS | 0628-0526 | INTERNET - ADMIN | 05/01/2026 | 51.56 | |
| 10081 | ALL WEST COMMUNICATIONS | 0628-0526 | IP CONNECTION SLTEC TO CH | 05/01/2026 | 15.00 | |
| 70275 | GOTO TECHNOLOGIES USA, IN | IN7105359271 | MONTHLY PHONE SERVICE-AD | 05/01/2026 | 193.89 | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - BM | 04/26/2026 | 37.51 | |
| 10-43-450 PRINTING & REPRODUCTION | | | | | | |
| 40123 | DEX IMAGING LLC | AR15256371 | COPY IMAGES - ADMIN | 05/01/2026 | 142.90 | |
| LEGAL SERVICES | | | | | | |
| 10-45-340 LEGAL SERVICES - GENERAL | | | | | | |
| 18002 | PETERSON LEGAL SERVICES P | 04-26 | LEGAL FEES - APRIL 2026 | 04/30/2026 | 22.50 | |
| 18002 | PETERSON LEGAL SERVICES P | 05-26 | LEGAL FEES - MAY 2026 | 05/01/2026 | 3,000.00 | |
| CITY HALL COMPLEX | | | | | | |
| 10-47-410 TELECOMMUNICATIONS | | | | | | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - WB | 04/26/2026 | 37.51 | |
| 10-47-560 SAFETY | | | | | | |
| 90264 | INTERMOUNTAIN FIRE PROTEC | 5173 | FIRE ALARM SYSTEM-CITY HAL | 05/01/2026 | 50.00 | |
| 10-47-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 003-0426 | CITY HALL | 04/27/2026 | 876.29 | |
| 18009 | ROCKY MOUNTAIN POWER | 047-0426 | CITY HALL SPRINKLER | 04/27/2026 | 37.69 | |
| 18009 | ROCKY MOUNTAIN POWER | 100-0426 | CITY HALL PARKING LOT | 04/27/2026 | 33.04 | |
| 18009 | ROCKY MOUNTAIN POWER | 101/105-0426 | CITY HALL STREETLIGHTS | 04/27/2026 | 834.01 | |
| 10-47-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 1410001-0426 | WATER - 226 HIGHWAY 233 | 04/25/2026 | 15.00 | |
| 11015 | K-D JOINT POWERS BOARD | 7221820-0426 | WATER CITY HALL REAR | 04/25/2026 | 325.40 | |
| 11015 | K-D JOINT POWERS BOARD | 7221910-0426 | WATER - CITY HALL FRONT | 04/25/2026 | 105.01 | |
| 10-47-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 1410001-0426 | SEWER - 226 HIGHWAY 233 | 04/25/2026 | 15.00 | |
| 11015 | K-D JOINT POWERS BOARD | 7221820-0426 | SEWER - CITY HALL REAR | 04/25/2026 | 77.89 | |
| 11015 | K-D JOINT POWERS BOARD | 7221910-0426 | SEWER - CITY HALL FRONT | 04/25/2026 | 44.49 | |
| POLICE ADMINISTRATION | | | | | | |
| 10-50-410 TELECOMMUNICATIONS | | | | | | |
| 10081 | ALL WEST COMMUNICATIONS | 0628-0526 | INTERNET - POLICE DEPT | 05/01/2026 | 25.39 | |
| 70275 | GOTO TECHNOLOGIES USA, IN | IN7105359271 | MONTHLY PHONE SERVICE - P | 05/01/2026 | 60.93 | |
| 14015 | NETWIZE | 55698 | POLICE - COMPUTER SUPPOR | 04/30/2026 | 368.23 | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - PD (3) | 04/26/2026 | 112.53 | |
| 22016 | VERIZON WIRELESS | 6142093775 | TABLETS - PD (7) | 04/26/2026 | 140.14 | |
| 22016 | VERIZON WIRELESS | 6142093775 | KPD CAMERA | 04/26/2026 | 40.01 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Location/Training |
|--|----------------------------|----------------|--------------------------|--------------|--------------------|-------------------|
| ANIMAL CONTROL | | | | | | |
| 10-55-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 015-0426 | ANIMAL SHELTER | 04/27/2026 | 89.21 | |
| 10-55-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7221850-0426 | WATER - ANIMAL SHELTER | 04/25/2026 | 67.03 | |
| PUBLIC WORKS ADMINISTRATION | | | | | | |
| 10-65-630 STREET LIGHTING | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 028/035-0426 | STREET LIGHTS | 04/27/2026 | 9.86 | |
| 18009 | ROCKY MOUNTAIN POWER | 053-0426 | STREET LIGHTS (HOLLAND) | 04/27/2026 | 12.40 | |
| 18009 | ROCKY MOUNTAIN POWER | 061-0426 | SPINEL LIFT STATION | 04/27/2026 | 35.93 | |
| 18009 | ROCKY MOUNTAIN POWER | 094/099-0426 | STREET LIGHTS | 04/27/2026 | 3,993.52 | |
| STREET MAINTENANCE | | | | | | |
| 10-66-410 TELECOMMUNICATIONS | | | | | | |
| 14015 | NETWIZE | 55698 | STREETS - COMPUTER SUPPO | 04/30/2026 | 59.88 | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - CN | 04/26/2026 | 45.46 | |
| 10-66-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 010-0426 | INDUSTRIAL PARK | 04/27/2026 | 8.06 | |
| 18009 | ROCKY MOUNTAIN POWER | 060-0426 | GARAGE & SHOP | 04/27/2026 | 412.57 | |
| 18009 | ROCKY MOUNTAIN POWER | 072-0426 | INDUSTRIAL PARK | 04/27/2026 | 21.63 | |
| 18009 | ROCKY MOUNTAIN POWER | 106-0426 | GARAGE PARKING LOT | 04/27/2026 | 8.06 | |
| 10-66-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7201350-0426 | WATER - 213 PINE | 04/25/2026 | 68.26 | |
| 10-66-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7201350-0426 | SEWER - 213 PINE | 04/25/2026 | 32.92 | |
| 10-66-710 EQUIPMENT LEASE | | | | | | |
| 60151 | FIRST BANK OF WYOMING | 0565-026 | DUMP TRUCK LEASES | 04/23/2026 | 5,358.41 | |
| SANITATION - OPERATIONS/MAINT. | | | | | | |
| 10-69-280 EQUIPMENT MAINTENANCE | | | | | | |
| 50116 | ELLIOTT EQUIPMENT COMPAN | 193181 | RUBBER GRIPPER BUMPER | 04/22/2026 | 359.47 | |
| 99066 | DJ'S GLASS | 127681 | PASSENGER SIDE WINDSHIEL | 04/21/2026 | 296.74 | |
| 10-69-410 TELECOMMUNICATIONS | | | | | | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - JB | 04/26/2026 | 41.66 | |
| 10-69-420 POSTAGE | | | | | | |
| 60235 | FREEDOM MAILING SERVICES I | 52817 | POSTAGE UTILITY BILLS | 04/28/2026 | 205.85 | |
| 10-69-450 PRINTING & REPRODUCTION | | | | | | |
| 60235 | FREEDOM MAILING SERVICES I | 52817 | PRINTING UTILITY BILLS | 04/28/2026 | 43.68 | |
| 10-69-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 010-0426 | INDUSTRIAL PARK | 04/27/2026 | 4.34 | |
| 18009 | ROCKY MOUNTAIN POWER | 060-0426 | GARAGE & SHOP | 04/27/2026 | 222.16 | |
| 18009 | ROCKY MOUNTAIN POWER | 072-0426 | INDUSTRIAL PARK | 04/27/2026 | 11.64 | |
| 18009 | ROCKY MOUNTAIN POWER | 106-0426 | GARAGE PARKING LOT | 04/27/2026 | 4.34 | |
| 10-69-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7201350-0426 | WATER - 213 PINE | 04/25/2026 | 36.75 | |
| 10-69-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7201350-0426 | SEWER - 213 PINE | 04/25/2026 | 17.72 | |
| PARKS MAINTENANCE | | | | | | |
| 10-75-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 002-0426 | PARKS SHOP | 04/27/2026 | 33.47 | |
| 18009 | ROCKY MOUNTAIN POWER | 018-0426 | FRONTIER FIELDS | 04/27/2026 | 33.27 | |
| 18009 | ROCKY MOUNTAIN POWER | 046-0426 | DVILLE GATEWAY | 04/27/2026 | 35.23 | |
| 18009 | ROCKY MOUNTAIN POWER | 055-0426 | PIZ PARK (COULSON) | 04/27/2026 | 34.19 | |
| 18009 | ROCKY MOUNTAIN POWER | 058-0426 | COLD STORAGE | 04/27/2026 | 76.11 | |
| 18009 | ROCKY MOUNTAIN POWER | 062-0426 | KMER GATEWAY POE | 04/27/2026 | 36.46 | |
| 18009 | ROCKY MOUNTAIN POWER | 071-0426 | RIVER SPRINKLER PUMPS | 04/27/2026 | 2.66 | |
| 18009 | ROCKY MOUNTAIN POWER | 091-0426 | ARCHIE NEIL CONCESSIONS | 04/27/2026 | 38.19 | |
| 18009 | ROCKY MOUNTAIN POWER | 107-0426 | RANGER PARK | 04/27/2026 | 3.32 | |
| 10-75-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7221890-0426 | WATER - PARKS SHOP | 04/25/2026 | 67.03 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Location/Training |
|---|---------------------------|----------------|----------------------------|--------------|--------------------|-------------------|
| COMMUNITY DEVELOPMENT/PLANNING | | | | | | |
| 10-86-360 CONTRACTUAL SERVICES | | | | | | |
| 10069 | JUB ENGINEERS INC | 193460 | PLANNING & ZONING - 01/26 | 02/17/2026 | 3,120.60 | |
| 10069 | JUB ENGINEERS INC | 194308 | PLANNING & ZONING - 02/26 | 03/16/2026 | 888.40 | |
| 10069 | JUB ENGINEERS INC | 195798 | PLANNING & ZONING - 03/26 | 04/27/2026 | 1,134.20 | |
| 10-86-410 TELECOMMUNICATIONS | | | | | | |
| 70275 | GOTO TECHNOLOGIES USA, IN | IN7105359271 | MONTHLY PHONE SERVICE - P | 05/01/2026 | 11.08 | |
| MUNICIPAL COURT | | | | | | |
| 10-88-340 LEGAL SERVICES - COURT | | | | | | |
| 19031 | STOUT LAW CENTER, LLC | 05-26 | PROSECUTING ATTORNEY-052 | 05/01/2026 | 2,250.00 | |
| 10-88-410 TELECOMMUNICATIONS | | | | | | |
| 70275 | GOTO TECHNOLOGIES USA, IN | IN7105359271 | MONTHLY PHONE SERVICE - C | 05/01/2026 | 11.08 | |
| CAPITAL PROJECTS FUND | | | | | | |
| HIGHWAYS/STREETS | | | | | | |
| 26-64-023 ELK STREET-COULSON TO 5TH WEST | | | | | | |
| 10020 | JORGENSEN ASSOCIATES, INC | 58389 | ENG-ELK ST REHAB | 04/29/2026 | 3,892.50 | |
| 18001 | R & D SWEEPING & ASPHALT | 23802 PP#1 | ELK STREET REHAB-PP#1 | 05/07/2026 | 129,307.21 | |
| GOLF COURSE FUND | | | | | | |
| OPERATIONS AND MAINTENANCE | | | | | | |
| 54-73-410 TELECOMMUNICATIONS | | | | | | |
| 14015 | NETWIZE | 55698 | GOLF MAINT. - COMPUTER SUP | 04/30/2026 | 29.94 | |
| 54-73-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 012-0426 | GOLF MAINT SHOP | 04/27/2026 | 97.29 | |
| 18009 | ROCKY MOUNTAIN POWER | 048-0426 | SECURITY LIGHT | 04/27/2026 | 37.21 | |
| 18009 | ROCKY MOUNTAIN POWER | 049-0426 | SODIUM VAPOR POLE | 04/27/2026 | 9.86 | |
| 18009 | ROCKY MOUNTAIN POWER | 052-0426 | GOLF CART SHED | 04/27/2026 | 33.58 | |
| 18009 | ROCKY MOUNTAIN POWER | 069-0426 | SECURITY LIGHT | 04/27/2026 | 24.80 | |
| 18009 | ROCKY MOUNTAIN POWER | 071-0426 | RIVER SPRINKLER PUMPS | 04/27/2026 | 15.06 | |
| 54-73-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225060-0426 | WATER - GOLF MAINT SHOP | 04/25/2026 | 67.03 | |
| 54-73-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225060-0426 | SEWER - GOLF MAINT SHOP | 04/25/2026 | 50.64 | |
| OPERATIONS/MAINTENANCE-BALLFLD | | | | | | |
| 54-77-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 016-0426 | LITTLE LEAGUE CONCESSION | 04/27/2026 | 86.54 | |
| 18009 | ROCKY MOUNTAIN POWER | 068-0426 | STORAGE SHED | 04/27/2026 | 33.27 | |
| 18009 | ROCKY MOUNTAIN POWER | 071-0426 | RIVER SPRINKLER PUMPS | 04/27/2026 | .96 | |
| 18009 | ROCKY MOUNTAIN POWER | 077-0426 | LITTLE LEAGUE CROWS NEST | 04/27/2026 | 15.35 | |
| 54-77-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225082-0426 | WATER - BALLFIELD RESTROO | 04/25/2026 | 32.34 | |
| 54-77-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225082-0426 | SEWER - BALLFIELD RESTROO | 04/25/2026 | 23.84 | |
| CLUBHOUSE | | | | | | |
| 54-80-410 TELECOMMUNICATIONS | | | | | | |
| 14015 | NETWIZE | 55698 | CLUBHOUSE - COMPUTER SUP | 04/30/2026 | 29.94 | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - GOLF CLUBHOU | 04/26/2026 | 49.61 | |
| 54-80-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 070-0426 | GOLF CLUBHOUSE | 04/27/2026 | 417.32 | |
| 18009 | ROCKY MOUNTAIN POWER | 076-0426 | RV SPACE | 04/27/2026 | 24.24 | |
| 54-80-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225051-0426 | WATER - RV SPACE | 04/25/2026 | 15.00 | |
| 11015 | K-D JOINT POWERS BOARD | 7225071-0426 | WATER - CLUBHOUSE | 04/25/2026 | 34.22 | |
| 54-80-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7225051-0426 | SEWER - RV SPACE | 04/25/2026 | 15.00 | |
| 11015 | K-D JOINT POWERS BOARD | 7225071-0426 | SEWER - CLUBHOUSE | 04/25/2026 | 26.88 | |
| 54-80-810 SUBSCRIPTIONS, MEMBERSHIPS,DUE | | | | | | |
| 23045 | WYOMING DEPT OF AGRICULT | 3650-2026 | FOOD LICENSE - CLUBHOUSE | 04/17/2026 | 100.00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Location/Training |
|--|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------------|
| AIRPORT FUND | | | | | | |
| OPERATIONS AND MAINTENANCE | | | | | | |
| 55-73-270 RADIO MAINTENANCE | | | | | | |
| 40065 | DBT TRANSPORTATION SERVI | 90102190 | AWOS & NAVID MAINTENANCE- | 04/30/2026 | 1,795.00 | |
| 55-73-360 CONTRACTUAL SERVICES | | | | | | |
| 20897 | BUGMAN INC | 3471 | PEST CONTROL- AIRPORT | 05/05/2026 | 100.00 | |
| 55-73-410 TELECOMMUNICATIONS | | | | | | |
| 22016 | VERIZON WIRELESS | 6142093775 | TABLET & CELL PHONE - AIRPO | 04/26/2026 | 57.53 | |
| 55-73-560 SAFETY | | | | | | |
| 90264 | INTERMOUNTAIN FIRE PROTEC | 5173 | FIRE ALARM SYSTEM-AIRPORT | 05/01/2026 | 50.00 | |
| 55-73-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 008-0426 | AIRPORT SECURITY LIGHTING | 04/27/2026 | 32.71 | |
| 18009 | ROCKY MOUNTAIN POWER | 017-0426 | AIRPORT EQUIP BLDG | 04/27/2026 | 49.57 | |
| 18009 | ROCKY MOUNTAIN POWER | 063-0426 | AIRPORT HANGAR #8 | 04/27/2026 | 33.27 | |
| 18009 | ROCKY MOUNTAIN POWER | 073-0426 | AIRPORT TERMINAL | 04/27/2026 | 114.32 | |
| 18009 | ROCKY MOUNTAIN POWER | 090-0426 | AIRPORT VAULT | 04/27/2026 | 415.67 | |
| 55-73-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 8000108-0426 | WATER POINT KEY A-10 | 04/25/2026 | 67.01 | |
| RECREATION AND EVENT FUND | | | | | | |
| REC CENTER OPERATIONS | | | | | | |
| 56-82-360 CONTRACTUAL SERVICES | | | | | | |
| 20897 | BUGMAN INC | 3471 | PEST CONTROL - REC CENTER | 05/05/2026 | 60.00 | |
| 14015 | NETWIZE | 55698 | REC - COMPUTER SUPPORT | 04/30/2026 | 368.23 | |
| 56-82-450 PRINTING & REPRODUCTION | | | | | | |
| 80025 | MOUNTAIN WEST BUSINESS S | INV52377 | COPIES | 02/06/2026 | 29.88 | |
| 56-82-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 084-0426 | REC CENTER | 04/27/2026 | 929.88 | |
| 56-82-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7221750-0426 | WATER - REC CENTER | 04/25/2026 | 214.05 | |
| 56-82-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7221750-0426 | SEWER - REC CENTER | 04/25/2026 | 50.64 | |
| OUTDOOR POOL | | | | | | |
| 56-88-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 040-0426 | SWIMMING POOL | 04/27/2026 | 35.23 | |
| CULTURAL ARTS AND EVENTS | | | | | | |
| ADMINISTRATION | | | | | | |
| 57-43-360 CONTRACTUAL SERVICES | | | | | | |
| 20897 | BUGMAN INC | 3471 | PEST CONTROL- EVENT CENT | 05/05/2026 | 75.00 | |
| 90264 | INTERMOUNTAIN FIRE PROTEC | 5173 | FIRE ALRAM SYSTEM-EVENT C | 05/01/2026 | 50.00 | |
| 57-43-410 TELECOMMUNICATIONS | | | | | | |
| 10081 | ALL WEST COMMUNICATIONS | 0212-0526 | PHONE SERVICE - EC | 05/01/2026 | 89.48 | |
| 10081 | ALL WEST COMMUNICATIONS | 0212-0526 | PHONE SERVICE - LINC. CTY | 05/01/2026 | 134.22 | |
| 10081 | ALL WEST COMMUNICATIONS | 0212-0526 | INTERNET - SLTEC | 05/01/2026 | 125.90 | |
| 10081 | ALL WEST COMMUNICATIONS | 0212-0526 | LONG DISTANCE - EC | 05/01/2026 | 66 | |
| 10081 | ALL WEST COMMUNICATIONS | 0212-0526 | FAX & LONG DISTANCE - LINC. | 05/01/2026 | 34.53 | |
| 10081 | ALL WEST COMMUNICATIONS | 0628-0526 | IP CONNECTION SLTEC TO CH | 05/01/2026 | 15.00 | |
| 14015 | NETWIZE | 55698 | SLTEC-COMPUTER SUPPORT | 04/30/2026 | 338.30 | |
| 22016 | VERIZON WIRELESS | 6142093775 | CELL PHONE - EVENT CENTER | 04/26/2026 | 49.61 | |
| 57-43-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 071-0426 | RIVER SPRINKLER PUMPS | 04/27/2026 | .39 | |
| 18009 | ROCKY MOUNTAIN POWER | 086-0426 | EVENTS CENTER | 04/27/2026 | 1,202.35 | |
| 57-43-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7240400-0426 | WATER - EVENTS CENTER | 04/25/2026 | 214.05 | |
| 57-43-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7240400-0426 | SEWER - EVENTS CENTER | 04/25/2026 | 48.98 | |
| 57-43-860 SPECIAL PROJ & PROGRAMS | | | | | | |
| 99254 | BELL-WALL, SANDY | 432897 | CROCHETED SHOULDER BAG | 05/02/2026 | 40.00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Location/Training |
|---------------------------------------|---------------------------|----------------|---------------------------|--------------|--------------------|-------------------|
| VISITORS' SERVICES | | | | | | |
| 57-45-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 005-0426 | VISITOR CENTER | 04/27/2026 | 51.85 | |
| 18009 | ROCKY MOUNTAIN POWER | 085-0426 | TRIANGLE PARK SOUND EQUIP | 04/27/2026 | 36.81 | |
| 57-45-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7205270-0426 | WATER - VISITOR CENTER | 04/25/2026 | 67.03 | |
| 57-45-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7205270-0426 | SEWER - VISITOR CENTER | 04/25/2026 | 50.64 | |
| RENTAL FUND | | | | | | |
| OLD CITY HALL RENTALS | | | | | | |
| 60-93-360 CONTRACTUAL SERVICES | | | | | | |
| 20897 | BUGMAN INC | 3471 | PEST CONTROL - OTH | 05/05/2026 | 30.00 | |
| 90264 | INTERMOUNTAIN FIRE PROTEC | 5173 | FIRE ALARM SYSTEM-OTH | 05/01/2026 | 50.00 | |
| 60-93-620 ELECTRIC | | | | | | |
| 18009 | ROCKY MOUNTAIN POWER | 075-0426 | 700 CEDAR | 04/27/2026 | 403.47 | |
| 60-93-621 WATER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7202281-0426 | WATER - 700 CEDAR | 04/25/2026 | 67.03 | |
| 60-93-622 SEWER | | | | | | |
| 11015 | K-D JOINT POWERS BOARD | 7202281-0426 | SEWER - 700 CEDAR | 04/25/2026 | 45.50 | |
| Grand Totals: | | | | | 213,747.62 | |

Consent Agenda (c)

AGENDA ITEM # C (NB OB CONSENT) Department: Parks
Meeting Date: 5/11/26

SUBJECT: EIMC Pre-Award Acceptance Letter

BRIEF DESCRIPTION/JUSTIFICATION: The City of Kemmerer has been awarded a 2026 EIMC grant for the Kemmerer Area Mosquito Control Program. The committee has included additional contingencies that the grantee must comply with. In order for the Department of Agriculture to proceed with the contractual process, the City of Kemmerer must give pre-approval to the funding levels awarded and agree to the additional contingencies the committee requires.

RECOMMENDED ACTION: Agree to accept the grant amount and contingencies.

Attachments Provided: Yes No

Submitted by: John Tibbetts



The Wyoming Department of Agriculture is dedicated to the promotion and enhancement of Wyoming's agriculture, natural resources and quality of life.

April 30, 2026

2026 Wyoming Emergency Insect Management Grant
Pre-Award Acceptance Letter

On April 22nd, 2026 the Wyoming Emergency Insect Management Committee (EIMC) held a regular meeting and awarded the 2026 Emergency Insect Management grants. The City of Kemmerer has been awarded a 2026 Emergency Insect Management grant for the program titled: Kemmerer Area Mosquito Control. However, the committee either did not award the grant for the requested amount or included additional contingencies that the grantee must comply with. In order for the Department of Agriculture to proceed with the contractual process, the City of Kemmerer must give pre-approval to the funding levels awarded and agree to the additional contingencies the committee requires.

Table with 2 columns: City of Kemmerer Requested the Following, The EIMC approved the following. Rows show Grant Funds and Matching Funds amounts (\$2,998.00 and \$18,028.50).

The committee has placed the additional contingencies on the City of Kemmerer as listed below:

- Wyoming Public Health Lab will provide WNV testing, and will provide shipping free of cost. Any grantee unable to provide its own testing should utilize WPHL WNV testing.
All grantees with RAMP or PCR testing capabilities to determine presence of WNV in adult mosquito populations must report findings to the Wyoming Department of Health.
This award will only be made following receipt of a complete final report. It will not be paid up-front.

Will the City of Kemmerer accept the approved funding and complete the contingencies as indicated (Mark One)?

Yes [checked] No []

If you marked "Yes", will you need to alter their grant application to reflect any difference in objectives, goals or methodology due to the approved funding levels or additional contingencies?

No [checked] Yes [] Explain: (attach extra pages if needed)

John Tibbets Robert Bowen, Mayor

5-11-26 Date

Please Return this completed form to: WY Dept. of Agriculture Attn: Lindsey Woodward 6607 Campstool Road Cheyenne, WY 82002 Email: lindsey.woodward@wyo.gov

Equal Opportunity in Employment and Services BOARD MEMBERS

James Rogers, District 2 • Kim Bright, District 3 • Amanda Furnival, District 4 • Mike Riley, District 5 Jody Bagley, District 6 • Larry Krause, District 7

YOUTH BOARD MEMBERS

Meredith Halweg, Southeast • Emma Mercer, Northwest • Hadley Manning, Southwest • Lexi Bauder, Northeast

Tabled Business (a)

AGENDA ITEM # a TABLED BUSINESS

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Department: ADMINISTRATION

Meeting Date: ~~April 13, 2026~~
~~April 27th 2026~~
May 11th, 2026

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

DESCRIPTION/JUSTIFICATION:

In preparation for 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 **still needs to be** 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. **The latest final draft factors in** 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 plus vehicles).

RECOMMENDED ACTION:

Review and discuss agreement and consider approval.

Attachments Provided: Yes X No **Agreement will be e-mailed once available.**

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 dispose 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 |

Old Business (a)

AGENDA ITEM # OLD BUSINESS

Department: ADMINISTRATION

Meeting Date: ~~April 13th, 2026~~
~~April 27th, 2026~~
May 11, 2026

SUBJECT: **3rd Reading Ordinance 2026-905 Conditional Use Temporary Workforce and Short-term Housing in Light Industrial Zone I-1**

DESCRIPTION/JUSTIFICATION:

With the TerraPower Natrium™ nuclear plant coming to Kemmerer there is a need in the City limits for temporary workforce housing and other short-term housing. Staff believes the best zone for this is the Light Industrial Park I-1 listed in Chapter 23 of City Code. The following items are important to consider in the area of standards, which **went** before the zoning board, on April 21, 2026, **and then again on May 5, 2026:**

- Parking – number of spaces per occupancy
- Setbacks and/or buffers from property lines abutting industrial zoned property – possibly screening (fence or landscaping)
- Location of propane storage tanks (just a thought, not sure if this is necessary)
- Accessory structures (like storage sheds) – consider if/how they should be permitted. Might make sense for maintenance, but what if they want detached storage for ATVs, etc? This might not be a concern based on development prerogatives, but it's possible.
- Dining hall
- Recreation center with work out facilities
- Cantina--**some on the City Council don't like having a cantina.**

Attached is the suggested code change, which may be further improved by the zoning board **in a Special Session on May 5th 2026. In its April 21st 2026 Zoning Board Regular Meeting, they provided the following feedback based on the 1st Reading the City Council passed:**

- **They would like to get a copy of the RFP provided to potential developers by Bechtel, who is building the plant, so they know the specifications related to this project. For example, is there fencing around the housing, how high or wide can it be built. I have already asked Bechtel to provide it if possible.**
- **They want the maximum density to be no more than 20 units per acre, just as in the M2 zone.**
- **They want to consider the appropriate distance (buffer) between the temporary workforce housing and any nearby residential.**
- **They don't want a lagoon but would consider other types of waste-water treatment.**
- **They want to make sure it is bonded so that if the company building it doesn't end up removing it, there are resources to for the City to hire someone to do it themselves. (I told them that could be a requirement of their conditional use permit.)**

- Most like the idea of doing this to avoid over-building rental housing such as apartments. Some of the suggested definitions of terms came from an AI search. The Temporary Workforce Housing Facility definition covers all types of structure types (RV, modular, etc.), acknowledges common facilities, and ties it to a specific project or industry.

In its Special Session May 5th 2026 the zoning board reviewed and accepted the changes the City Council passed on 2nd reading.

RECOMMENDED ACTION:

Pass, **Approve and Adopt** on 3rd Reading Ordinance 2026-905 adding Temporary Workforce and Short-term Housing in Chapter 23 Light Industrial Zone I-1.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ARTICLE II. DEFINITIONS AND RULES OF CONSTRUCTION

Section 23-5 Definition of Terms

Temporary Workforce Housing Facility (commonly known as man camp or temporary workforce hub)

A coordinated development of multiple temporary housing units, which may include modular buildings, recreational vehicles, manufactured housing, dormitory-style structures, or similar accommodations, established to provide temporary lodging for a limited duration for a workforce associated with a specific project or industry. Such facilities may include shared dining, sanitation, recreation, and support services; and after such project is completed, facilities shall be decommissioned (see “Decommissioning” defined in this Article II, Section 23-5), except that useful infrastructure and improvements (roads, sewer, water, etc.) built during the project may remain, and may be required to remain, based on Zoning Board approval or as set forth in the Conditional Use Permit.

Decommissioning

The removal of all temporary housing units, structures, utilities, and associated improvements and the restoration of the site to a condition consistent with surrounding land uses, as required upon expiration or termination of the Conditional Use Permit.

Short-Term Occupancy (workforce)

Occupancy of a dwelling unit or sleeping quarters for a period of less than thirty (30) consecutive days by individuals whose primary residence is elsewhere and whose presence is related to employment, contract work, or project-based activity in the area.

Short-term Rentals

A residential dwelling, or a portion thereof, for lodging purposes for less than 30 consecutive days, excluding long-term leases (30 days or more) and traditional hotels.

SECTION 23-50. I-1 – LIGHT INDUSTRIAL DISTRICT

SECTION 23-51. PURPOSE

The I-1 Light Industrial zone district is intended for the purpose of allowing certain industrial uses which may, in general, be compatible with residential and/or commercial activities. Land coverage, building height, traffic generation, obnoxious sounds, glare, dust and odor are minimal to insure compatibility with adjoining properties.

SECTION 23-52. PERMITTED USES

The following uses may be permitted in a I-1 district:

- (a) Automobile and vehicular sales and repairs;

- (b) Bottling works;
- (c) Building material sales (except for ready-mix concrete and similar uses which emit dust, odor or smoke);
- (d) Carpenter, cabinet, plumbing or sheet metal shops;
- (e) Contractor's office and equipment storage yard;
- (f) Dry cleaning and/or laundry plants;
- (g) Frozen food lockers;
- (h) Greenhouse and nurseries, retail and wholesale;
- (i) Light manufacturing operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke;
- (j) Sales, service repairs, painting and storage;
- (k) Monument sales and manufacture;
- (l) Motor vehicle sales, services, repairs and painting;
- (m) Printing, publishing and newspaper services
- (n) Public utility and public service uses as follows:
 - (1) Substations,
 - (2) Railroads,
 - (3) Telephone exchange, microwave towers, radio towers, television towers, telephone transmission buildings, small electric generation facilities.
 - (4) Public utility storage yards;
- (o) Sign printing, painting and manufacturing;
- (p) Parcel warehousing and distribution and trucking facilities;
- (q) Upholstery shops;
- (r) Urgent care medical facility;
- (s) Warehouses;
- (t) Welding shops;

- (u) Wholesale merchandise sales and storage;
- (v) Other industrial uses which have similar influences as the above uses.

SECTION 23-53. CONDITIONAL USES

- (a) Parking lots;
- (b) Public or private cemetery;
- (c) Private recreation facility;
- (d) Telecommunications facility not on city property;
- (e) Public or private utility facility and public or private service installations and facilities, excluding business offices and repair/storage facilities.
- (f) Temporary workforce housing facility
- (g) Short-term occupancy workforce
- ~~(e) — Short term housing [this may be more appropriate in other zones, like residential, commercial, and commercial combined]~~

SECTION 23-54. PROHIBITED USES

- (a) Single family dwelling
- (b) Two family dwelling
- (c) Multifamily dwelling
- (d) Domesticated farm animals

Coops, barns, stalls, pens and any other animal housing per Chapter 5, Section 5-12, Keeping of Animals, of the City code.

SECTION 23-55. MAXIMUM AND MINIMUM LOT STANDARDS

- (a) Setbacks. The minimum setback from any lot line or public right-of-way shall be as set forth below:

| <u>Buildings:</u> | <u>Feet</u> |
|---------------------------|-------------|
| Front | 35 |
| Interior side and rear | 15 |
| Corner side | 30 |
| Residential Zone Boundary | 60 |

| <u>Parking lots:</u> | <u>Feet</u> |
|----------------------|-------------|
| Front | 6 |

| | |
|---------------------------|----|
| Interior side and rear | 10 |
| Corner side | 10 |
| Residential Zone Boundary | 25 |

(b) Minimum lot area shall be determined by building, area, parking requirements and required setbacks.

(b)(c) Temporary Workforce Housing Facility shall have a maximum of ~~20~~ 40 to 60 or up to 60 dwelling units per acre, and shall be no closer than ¼ or ½ mile to any residential area. [City Council discussed that density could also be set by # of people—discussion point-- and City Attorney pointed out that man camps are residential—so I made a suggested change here.]

All business utilizing outdoor storage of materials shall have that portion of the property fenced and screened from all public rights-of-way and any adjoining residential or commercial land use.

SECTION 23-56. HEIGHT REQUIREMENTS AND PROVISIONS

(a) When a building or structure is within one hundred fifty (150) feet of a more restrictive residential district zone, such building or structure shall not exceed forty-five (45) feet in height.

SECTION 23-57. OFF-STREET PARKING AND LOADING

Loading and unloading spaces shall be provided off-street and on the premises and in the side or rear yard for such uses involving receipt or distribution of materials or merchandise by motor vehicle or rail. All loading and unloading operations shall be so located to avoid undue interference with public use of streets, alleys and walkways. Such space shall include a twelve (12) foot by fifty (50) foot loading area for loading and unloading operations and shall have a minimum height clearance of fourteen (14) feet.

The minimum number of required parking spaces shall be provided as follows:

Five (5) employee parking spaces for the first 3,000 square feet plus the additional parking required by the following table:

| NUMBER OF SPACES | GROSS FLOOR AREA (IN SQUARE FEET) |
|------------------|-----------------------------------|
| 1 | 3,001 – 20,000 |
| 2 | 20,000 – 40,000 |
| 3 | 40,000 – 60,000 |
| 4 | 60,000 – 80,000 |
| 5 | 80,000 – 100,000 |
| 6 | 100,000 – 150,000 |

One additional space shall be provided for each fifty thousand (50,000) square feet above one hundred fifty thousand (150,000) square feet.

SECTION 23-58. SIGNS

The signs permitted in this zone shall be in conformance with Chapter 23, Article XIII, Signs, of the Kemmerer Municipal Code.

SECTION 23-59. WATER/SEWER REQUIREMENTS

All buildings or properties used for human occupancy, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer of the city, is required, at the owner(s) expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this article, within thirty days after date of official notice to do so, provided that the sanitary sewer is within four hundred feet of the site.

All structures intended for human occupancy within the municipal boundaries on lots of one (1) acre or less shall connect to the municipal water system, subdivisions with lot areas greater than one acre shall have the option of using a domestic well for potable water.

Lots greater than two (2) acres and further than 400 feet from a sewer main may use individual sewage disposal systems.

Old Business

(b)

Electronic Copy in your
Email. Hardcopy
Available to View.

Old Business

(c)

Electronic Copy in your
Email. Hardcopy
Available to View.

New
Business
(a)

AGENDA ITEM # a (NB) OB CONSENT)

Department: Administration

Meeting Date: May 11, 2026

SUBJECT: Garbage Service Account Dispute – 411 Opal, 324 Cedar, and 317 Pearl

BRIEF DESCRIPTION/JUSTIFICATION:

Deanna Keller contacted me by email on April 2, 2026, disputing garbage service charges associated with the properties located at 411 Opal, 324 Cedar, and 317 Pearl.

These properties were sold by John Sawaya to William and Deanna Keller in December 2020. After the purchase, the Kellers hired Curt Behle as their property manager. Mr. Behle subsequently established the garbage service accounts in his own name while representing himself as the property owner.

In March 2026, a new customer requested service at 411 Opal and placed the account in his name. During that process, City staff discovered that Curt Behle was not the owner of the properties and that ownership had remained with William and Deanna Keller since the 2020 purchase.

Once this information was confirmed, I directed staff to:

- Final bill the three existing accounts under Curt Behle's name;
- Establish new garbage service accounts under William and Deanna Keller's names; and
- Transfer the outstanding balances to the new accounts, as the property owners are ultimately responsible for unpaid garbage service charges associated with the properties.

Attached are the customer account histories for all three properties covering the time period referenced in Ms. Keller's dispute as well as the email thread between myself and Mrs. Keller and the email sent to Brian Muir from Mrs. Keller.

Mrs. Keller would like to be available via telephone to discuss this matter with the council

RECOMMENDED ACTION:

After review from city council, give staff direction on how to proceed with managing the balances on the three accounts.

Attachments Provided: Yes No

Submitted by: Natasia Diers



Natasia Diers <ndiers@kemmerer.org>

Request for Administrative Review/Council Consideration of Sanitation Billing for Three Vacant Properties

1 message

Deanna Keller <eblueoil@gmail.com>

Wed, Apr 29, 2026 at 1:30 PM

To: "bmuir@kemmerer.org" <bmuir@kemmerer.org>, "cityhall@kemmerer.org" <cityhall@kemmerer.org>

Cc: "ndiers@kemmerer.org" <ndiers@kemmerer.org>

Dear Mr. Muir,

I am requesting administrative review, and if necessary placement before the City Council, regarding delinquent sanitation/trash billing for three residential properties my husband and I own in Kemmerer.

The issue appears to involve continued billing during extended vacancy periods, while invoices were being sent to the former owner/property manager rather than directly to me. Because of this, I was not aware charges were continuing to accrue and did not have the opportunity to request suspension of service or otherwise address the accounts promptly.

The affected properties are:

- 324 Cedar Ave – vacant beginning March 15, 2025
- 317 Pearl Ave – vacant since May 1, 2022
- 411 Opal St – vacant beginning February 15, 2025

I have supporting documentation available showing these homes were vacant for substantial periods of time and can provide that immediately upon request.

I want to resolve any legitimate charges fairly and promptly. However, given the vacancy status of the homes and the billing notices being directed to the former owner/property manager, I respectfully request the following:

1. Review of each sanitation account and full itemized balances
2. Waiver of penalties and late fees
3. Reduction or removal of charges during verified vacancy periods
4. Immediate correction of billing records to the proper ownership contact
5. If needed, placement on the next available council agenda with remote participation or written submission, as I do not reside locally

This appears to be an administrative billing and notice issue rather than intentional nonpayment, and I am hopeful it can be resolved cooperatively.

Please let me know what documentation you would like me to submit and the next steps for review.

Thank you for your time and consideration.

Sincerely,
Deanna Keller
8561 Truxton Dr
Huntington Beach CA 92646
714-679-1157
eblueoil@gmail.com



Natasia Diers <ndiers@kemmerer.org>

Re: Invoicing on 324 Cedar, 317 Pearl, and 411 Opal

1 message

Deanna Keller <eblueoil@gmail.com>
To: Natasia Diers <ndiers@kemmerer.org>

Wed, Apr 29, 2026 at 11:55 AM

Thank you for sending the misplaced email again. As I stated before, I do not live in Kemmerer. Is it possible to do a zoom at the council meeting? Or, send an email to the city council members?

Thank you,
Deanna

On Wed, Apr 29, 2026 at 7:14 AM Natasia Diers <ndiers@kemmerer.org> wrote:

Deanna,

Thank you for reaching out. I sent an email on April 23, 2026, to eblueoil@gmail.com com. Below is the email thread and response.

Thank you,
Natasia

Deanna,

I have reviewed your email and want to thank you for providing detailed information regarding the properties and the circumstances surrounding the outstanding trash service charges.

I understand your concerns and the situation you've described. Unfortunately, I do not have the authority to write off balances on these accounts at the administrative level. Any consideration for reduction, removal of charges, or waiving of fees must be formally reviewed and approved by the City Council.

Additionally, as the legal property owner, responsibility for utility services and any associated charges ultimately rests with the owner, regardless of management or tenancy arrangements. At the time these accounts were billed, Curt Behle was listed as the property owner/landlord of record. As a result, all billing notices and correspondence were directed to him, as the City was not aware of your ownership.

You are welcome to present your request directly to the City Council for consideration. This will allow you the opportunity to explain the situation in full and provide any supporting documentation regarding vacancy periods, billing and notice concerns. The Council can then review the matter and determine whether any adjustments or accommodations are appropriate.

If you would like, I can provide you with information on how to be placed on an upcoming City Council meeting agenda.

Thank you,

Natasia Diers, CMC

City Clerk-Treasurer
220 State Hwy 233
Kemmerer WY 83101
(307) 828-2350 ext. 122
Fax: (307) 828-2355

On Thu, Apr 2, 2026 at 4:28 PM Natasia Diers <ndiers@kemmerer.org> wrote:

Deanna,

Thank you for your email regarding the disputed trash service charges for the listed properties.

I would like to confirm that I have received your correspondence and the details you have provided. I appreciate you outlining the situation so clearly. I will review the information carefully, including the specific concerns and requested resolutions, and will follow up with you next week after I have had an opportunity to fully assess the matter.

If I require any additional documentation or clarification in the meantime, I will reach out.

Thank you for your patience, and I look forward to speaking with you soon.

Natasia Diers, CMC

**City Clerk-Treasurer
220 State Hwy 233
Kemmerer WY 83101
(307) 828-2350 ext. 122
Fax: (307) 828-2355**

On Thu, Apr 2, 2026 at 3:57 PM Deanna Keller <eblueoil@gmail.com> wrote:

Dear Natashia,

I am writing to formally dispute the outstanding trash service charges that have recently been transferred into my name as the property owner for the following properties:

- 411 Opal Street – vacant since February 15, 2025
- 324 Cedar Street – vacant since March 15, 2025
- 317 Pearl Street – vacant since May 1, 2022

These charges were previously billed to a former property manager, and I did NOT receive notice nor had any knowledge that balances were accruing under my ownership until after the amounts had already accumulated. At which time, our new property manager, Parker Lewis/Big Wyo Property Management, informed us of the problem on March 17, 2026. In good faith, I called and spoke to Rachel and asked to have the city manager call me back to discuss these charges.

Here are the reasons that I am disputing the invoices:

All listed properties were fully vacant during the periods referenced above. No tenants occupied the properties, and no trash services were actively utilized. In particular, 317 Pearl Street has been vacant since May 1, 2022, representing an extended period of non-occupancy. Charging full recurring service fees under these conditions does not reflect actual usage and warrants review and adjustment.

The City directed billing to the former property manager for an extended period. As the legal property owner, I was not provided with timely notice of any outstanding balances. This did not allow me the opportunity to address, dispute, or mitigate the charges as they accrued.

The subsequent transfer of these accumulated charges into my name, after a prolonged period of billing another party, creates a significant and unfair financial burden. I relied on the existing billing structure and had no indication that the account was not being properly handled.

Based on the above, I respectfully request a resolution:

A full itemized accounting of all charges, including service dates and billing history. Removal of all late fees and penalties. Adjustment or removal of charges incurred during documented vacancy periods. Consideration of a substantial reduction or negotiated resolution given the extended vacancy and lack of notice.

I am happy to provide supporting documentation confirming vacancy periods, including utility records and leasing history, upon request.

I am seeking a fair and reasonable resolution.

Thank you for your attention to this matter.

Sincerely,

| Date | Description | Amount | Balance |
|------------|---------------------|--------|---------|
| 10/25/2024 | Payments | .00 | .00 |
| 10/25/2024 | Billings | .00 | .00 |
| 11/25/2024 | Payments | .00 | .00 |
| 11/25/2024 | Billings | .00 | .00 |
| 12/25/2024 | Payments | .00 | .00 |
| 12/25/2024 | Billings | .00 | .00 |
| 01/25/2025 | Payments | .00 | .00 |
| 01/25/2025 | Billings | .00 | .00 |
| 02/25/2025 | Payments | .00 | .00 |
| 02/25/2025 | Billings | 32.00 | 32.00 |
| 03/25/2025 | Payments | .00 | 32.00 |
| 03/25/2025 | Billings | 32.00 | 64.00 |
| 04/25/2025 | Payments | .00 | 64.00 |
| 04/25/2025 | Billings | 35.00 | 99.00 |
| 05/25/2025 | Payments | .00 | 99.00 |
| 05/25/2025 | Billings | 35.00 | 134.00 |
| 06/25/2025 | Payments | .00 | 134.00 |
| 06/25/2025 | Billings | 35.00 | 169.00 |
| 07/25/2025 | Payments | .00 | 169.00 |
| 07/25/2025 | Billing Adjustments | 3.00 | 166.00 |
| 07/25/2025 | Billings | 3.00 | 169.00 |
| 08/25/2025 | Payments | .00 | 169.00 |
| 08/25/2025 | Billings | .00 | 169.00 |
| 09/25/2025 | Payments | .00 | 169.00 |
| 09/25/2025 | Billings | .00 | 169.00 |
| 10/25/2025 | Payments | .00 | 169.00 |
| 10/25/2025 | Billings | .00 | 169.00 |
| 11/25/2025 | Payments | .00 | 169.00 |

| Date | Description | Amount | Balance |
|------------|-------------------|---------|---------|
| 11/25/2025 | Billings | .00 | 169.00 |
| 12/25/2025 | Payments | .00 | 169.00 |
| 12/25/2025 | Billings | .00 | 169.00 |
| 01/25/2026 | Payments | .00 | 169.00 |
| 01/25/2026 | Billings | .00 | 169.00 |
| 02/25/2026 | Payments | .00 | 169.00 |
| 02/25/2026 | Billings | .00 | 169.00 |
| 03/25/2026 | Payments | .00 | 169.00 |
| 03/25/2026 | Balance Transfers | 169.00- | .00 |
| 03/25/2026 | Billings | .00 | .00 |
| 04/25/2026 | Payments | .00 | .00 |
| 04/25/2026 | Billings | .00 | .00 |
| 05/25/2026 | Payments | .00 | .00 |
| 05/25/2026 | Billings | .00 | .00 |

| Date | Description | Amount | Balance |
|------------|---------------------|--------|---------|
| 09/25/2024 | Billings | 3.00 | 68.00 |
| 10/25/2024 | Payments | .00 | 68.00 |
| 10/25/2024 | Billings | .00 | 68.00 |
| 11/25/2024 | Payments | .00 | 68.00 |
| 11/25/2024 | Billings | .00 | 68.00 |
| 12/25/2024 | Payments | .00 | 68.00 |
| 12/25/2024 | Billings | .00 | 68.00 |
| 01/25/2025 | Payments | .00 | 68.00 |
| 01/25/2025 | Billings | .00 | 68.00 |
| 02/25/2025 | Payments | .00 | 68.00 |
| 02/25/2025 | Billings | 3.00 | 71.00 |
| 03/25/2025 | Payments | .00 | 71.00 |
| 03/25/2025 | Billings | 3.00 | 74.00 |
| 04/25/2025 | Payments | .00 | 74.00 |
| 04/25/2025 | Billings | 35.00 | 109.00 |
| 05/25/2025 | Payments | .00 | 109.00 |
| 05/25/2025 | Billings | 35.00 | 144.00 |
| 06/25/2025 | Payments | .00 | 144.00 |
| 06/25/2025 | Billings | 35.00 | 179.00 |
| 07/25/2025 | Payments | .00 | 179.00 |
| 07/25/2025 | Billing Adjustments | 3.00- | 176.00 |
| 07/25/2025 | Billings | 3.00 | 179.00 |
| 08/25/2025 | Payments | .00 | 179.00 |
| 08/25/2025 | Billings | .00 | 179.00 |
| 09/25/2025 | Payments | 50.00- | 129.00 |
| 09/25/2025 | Billings | .00 | 129.00 |
| 10/25/2025 | Payments | .00 | 129.00 |
| 10/25/2025 | Billings | .00 | 129.00 |

| Date | Description | Amount | Balance |
|------------|-------------------|---------|---------|
| 11/25/2025 | Payments | .00 | 129.00 |
| 11/25/2025 | Billings | .00 | 129.00 |
| 12/25/2025 | Payments | .00 | 129.00 |
| 12/25/2025 | Billings | .00 | 129.00 |
| 01/25/2026 | Payments | .00 | 129.00 |
| 01/25/2026 | Billings | .00 | 129.00 |
| 02/25/2026 | Payments | .00 | 129.00 |
| 02/25/2026 | Billings | .00 | 129.00 |
| 03/25/2026 | Payments | .00 | 129.00 |
| 03/25/2026 | Balance Transfers | 129.00- | .00 |
| 03/25/2026 | Billings | .00 | .00 |
| 04/25/2026 | Payments | .00 | .00 |
| 04/25/2026 | Billings | .00 | .00 |
| 05/25/2026 | Payments | .00 | .00 |
| 05/25/2026 | Billings | .00 | .00 |

| Date | Description | Amount | Balance |
|------------|-------------|--------|---------|
| 04/25/2021 | Payments | .00 | .00 |
| 04/25/2021 | Billings | .00 | .00 |
| 05/25/2021 | Payments | .00 | .00 |
| 05/25/2021 | Billings | .00 | .00 |
| 06/25/2021 | Payments | .00 | .00 |
| 06/25/2021 | Billings | .00 | .00 |
| 07/25/2021 | Payments | .00 | .00 |
| 07/25/2021 | Billings | .00 | .00 |
| 08/25/2021 | Payments | .00 | .00 |
| 08/25/2021 | Billings | .00 | .00 |
| 09/25/2021 | Payments | .00 | .00 |
| 09/25/2021 | Billings | .00 | .00 |
| 10/25/2021 | Payments | .00 | .00 |
| 10/25/2021 | Billings | .00 | .00 |
| 11/25/2021 | Payments | .00 | .00 |
| 11/25/2021 | Billings | .00 | .00 |
| 12/25/2021 | Payments | .00 | .00 |
| 12/25/2021 | Billings | .00 | .00 |
| 01/25/2022 | Payments | .00 | .00 |
| 01/25/2022 | Billings | .00 | .00 |
| 02/25/2022 | Payments | .00 | .00 |
| 02/25/2022 | Billings | .00 | .00 |
| 03/25/2022 | Payments | .00 | .00 |
| 03/25/2022 | Billings | .00 | .00 |
| 04/25/2022 | Payments | .00 | .00 |
| 04/25/2022 | Billings | .00 | .00 |
| 05/25/2022 | Payments | .00 | .00 |
| 05/25/2022 | Billings | .00 | .00 |
| 05/25/2022 | Billings | .00 | .00 |

| Date | Description | Amount | Balance |
|------------|-------------|---------|---------|
| 06/25/2022 | Payments | .00 | .00 |
| 06/25/2022 | Billings | .00 | .00 |
| 07/25/2022 | Payments | .00 | .00 |
| 07/25/2022 | Billings | .00 | .00 |
| 08/25/2022 | Payments | .00 | .00 |
| 08/25/2022 | Billings | .00 | .00 |
| 09/25/2022 | Payments | .00 | .00 |
| 09/25/2022 | Billings | .00 | .00 |
| 10/25/2022 | Payments | .00 | .00 |
| 10/25/2022 | Billings | 102.60 | 102.60 |
| 11/25/2022 | Payments | 102.60- | .00 |
| 11/25/2022 | Billings | 147.36 | 147.36 |
| 12/25/2022 | Payments | .00 | 147.36 |
| 12/25/2022 | Billings | 147.36 | 294.72 |
| 01/25/2023 | Payments | 294.72- | .00 |
| 01/25/2023 | Billings | 149.57 | 149.57 |
| 02/25/2023 | Payments | .00 | 149.57 |
| 02/25/2023 | Billings | 151.63 | 301.20 |
| 03/25/2023 | Payments | .00 | 301.20 |
| 03/25/2023 | Billings | 144.74 | 445.94 |
| 04/25/2023 | Payments | 445.94- | .00 |
| 04/25/2023 | Billings | 134.94 | 134.94 |
| 05/25/2023 | Payments | .00 | 134.94 |
| 05/25/2023 | Billings | 134.94 | 269.88 |
| 06/25/2023 | Payments | 269.88- | .00 |
| 06/25/2023 | Billings | 134.94 | 134.94 |
| 07/25/2023 | Payments | .00 | 134.94 |
| 07/25/2023 | Billings | 134.94 | 269.88 |

| Date | Description | Amount | Balance |
|------------|---------------------|---------|---------|
| 08/25/2023 | Payments | .00 | 269.88 |
| 08/25/2023 | Billings | 137.94 | 407.82 |
| 09/25/2023 | Payments | 272.88- | 134.94 |
| 09/25/2023 | Billings | 134.94 | 269.88 |
| 10/25/2023 | Payments | 300.00- | 30.12- |
| 10/25/2023 | Billings | 137.94 | 107.82 |
| 11/25/2023 | Payments | .00 | 107.82 |
| 11/25/2023 | Billings | 134.94 | 242.76 |
| 12/25/2023 | Payments | .00 | 242.76 |
| 12/25/2023 | Billings | 137.94 | 380.70 |
| 01/25/2024 | Payments | 380.70- | .00 |
| 01/25/2024 | Billings | 140.77 | 140.77 |
| 02/25/2024 | Payments | .00 | 140.77 |
| 02/25/2024 | Billings | 140.77 | 281.54 |
| 03/25/2024 | Payments | .00 | 281.54 |
| 03/25/2024 | Billings | 143.77 | 425.31 |
| 04/25/2024 | Payments | 281.54- | 143.77 |
| 04/25/2024 | Billings | 152.77 | 296.54 |
| 05/25/2024 | Payments | .00 | 296.54 |
| 05/25/2024 | Billings | 155.77 | 452.31 |
| 06/25/2024 | Payments | 452.31- | .00 |
| 06/25/2024 | Billings | 152.77 | 152.77 |
| 07/25/2024 | Payments | .00 | 152.77 |
| 07/25/2024 | Billings | 152.77 | 305.54 |
| 08/25/2024 | Payments | .00 | 305.54 |
| 08/25/2024 | Billings | 176.88 | 482.42 |
| 09/25/2024 | Payments | 305.54- | 176.88 |
| 09/25/2024 | Billing Adjustments | 238.65- | 61.77- |

| Date | Description | Amount | Balance |
|------------|---------------------|--------|---------|
| 09/25/2024 | Billings | 152.77 | 91.00 |
| 10/25/2024 | Payments | .00 | 91.00 |
| 10/25/2024 | Billings | 44.00 | 135.00 |
| 11/25/2024 | Payments | .00 | 135.00 |
| 11/25/2024 | Billings | 44.00 | 179.00 |
| 12/25/2024 | Payments | .00 | 179.00 |
| 12/25/2024 | Billings | 44.00 | 223.00 |
| 01/25/2025 | Payments | .00 | 223.00 |
| 01/25/2025 | Billings | 44.00 | 267.00 |
| 02/25/2025 | Payments | .00 | 267.00 |
| 02/25/2025 | Billings | 47.00 | 314.00 |
| 03/25/2025 | Payments | .00 | 314.00 |
| 03/25/2025 | Billings | 47.00 | 361.00 |
| 04/25/2025 | Payments | .00 | 361.00 |
| 04/25/2025 | Billings | 47.00 | 408.00 |
| 05/25/2025 | Payments | .00 | 408.00 |
| 05/25/2025 | Billings | 47.00 | 455.00 |
| 06/25/2025 | Payments | .00 | 455.00 |
| 06/25/2025 | Billings | 47.00 | 502.00 |
| 07/25/2025 | Payments | .00 | 502.00 |
| 07/25/2025 | Billing Adjustments | 3.00- | 499.00 |
| 07/25/2025 | Billings | 3.00 | 502.00 |
| 08/25/2025 | Payments | .00 | 502.00 |
| 08/25/2025 | Billings | .00 | 502.00 |
| 09/25/2025 | Payments | .00 | 502.00 |
| 09/25/2025 | Billings | .00 | 502.00 |
| 10/25/2025 | Payments | .00 | 502.00 |
| 10/25/2025 | Billings | .00 | 502.00 |

| Date | Description | Amount | Balance |
|------------|-------------------|---------|---------|
| 11/25/2025 | Payments | .00 | 502.00 |
| 11/25/2025 | Billings | .00 | 502.00 |
| 12/25/2025 | Payments | .00 | 502.00 |
| 12/25/2025 | Billings | .00 | 502.00 |
| 01/25/2026 | Payments | .00 | 502.00 |
| 01/25/2026 | Billings | .00 | 502.00 |
| 02/25/2026 | Payments | .00 | 502.00 |
| 02/25/2026 | Billings | .00 | 502.00 |
| 03/25/2026 | Payments | .00 | 502.00 |
| 03/25/2026 | Balance Transfers | 502.00- | .00 |
| 03/25/2026 | Billings | .00 | .00 |
| 04/25/2026 | Payments | .00 | .00 |
| 04/25/2026 | Billings | .00 | .00 |
| 05/25/2026 | Payments | .00 | .00 |
| 05/25/2026 | Billings | .00 | .00 |

New
Business
(b)

AGENDA ITEM # b (NB) OB (CONSENT) Department: City Hall Complex
Meeting Date: 5/11/26

SUBJECT: City Hall AV Quotes

BRIEF DESCRIPTION/JUSTIFICATION: Audio Video quotes for the City Council chambers and Municipal Court.

RECOMMENDED ACTION: Select Hooten Tech.

Attachments Provided: Yes No

Submitted by: John Tibbetts

| Hooton | | Units | Per Unit | Total |
|------------------------------|---|--------------|-----------------|--------------|
| Laptops | Microsoft Surface Laptop u5/16GB/512GB | 3 | \$1,800.00 | \$5,400.00 |
| Keyboard | Logitech MK710 Keyboard | 1 | \$80.00 | \$80.00 |
| Microphone/Camera | Logitech Rally Plus System | 1 | \$2,599.00 | \$2,599.00 |
| Microphone | Logitech Rally Mic Pod Mount | 4 | \$350.00 | \$1,400.00 |
| Microphone mount | Logitech pod mount | 6 | \$70.00 | \$420.00 |
| Mount | Logitech Mounting Bracket for display hub | 1 | \$150.00 | \$150.00 |
| Cable | Rally Mic Pod Cable | 3 | \$199.00 | \$597.00 |
| TV | LG-86" UA77 LED AI 4K UHD Smart webOS TV | 1 | \$900.00 | \$900.00 |
| TV Stand | Rolling TV Stand | 1 | \$200.00 | \$200.00 |
| Hardware | conduit, mounts, cable etc | 1 | \$300.00 | \$300.00 |
| Labor | System installation and configuration | 1 | \$1,100.00 | \$1,100.00 |
| Support | Hourly | 1 | \$110.00 | \$0.00 |
| Total | | | | \$13,146.00 |
| Absolute Audio Visual | | Units | Per Unit | Total |
| Laptop | Laptop | 3 | \$705.88 | \$2,117.64 |
| Wire Covers | ConnectTrac Allowance | 1 | \$1,500.00 | \$1,500.00 |
| Controller | Netlink NX Integrated Controller | 1 | \$2,613.60 | \$2,613.60 |
| WiFi/Ethernet | 4K Apple TV WiFi/Ethernet - 128GB | 1 | \$187.49 | \$187.49 |
| Control Box | MXnet 1G Control Box | 1 | \$465.95 | \$465.95 |
| Network Switch | MXnet 1G 48 Port Network Switch | 1 | \$7,551.45 | \$7,551.45 |
| Encoder/Decoder | USP Plus Encoder/Decoder with Dante | 12 | \$916.67 | \$11,000.04 |
| Fixed I/O DSP | USB Audio | 2 | \$2,818.75 | \$5,637.50 |
| Recorder | SMP 352-400 GB SSD | 1 | \$500.00 | \$500.00 |
| Amplifier | CSA 240Z Amplifier | 2 | \$592.58 | \$1,185.16 |
| Amplifier | CSA 280Z Amplifier | 1 | \$520.20 | \$520.20 |
| Capture Card | TU+ USB 4K HDMI | 1 | \$292.64 | \$292.64 |

| | | | | |
|--------------------|---------------------------------------|--------------|-----------------|--------------|
| Cart | TV Display Cart | 1 | \$350.00 | \$350.00 |
| TV | 65" 3840x2160 LED LCD 16/7 | 1 | \$982.50 | \$982.50 |
| Microphones | Desktop gooseneck microphone | 11 | \$298.86 | \$3,287.46 |
| Battery | Lithium Ion Battery for SLX-D | 1 | \$56.00 | \$56.00 |
| Charger | Dual Docking Station for SLX-D | 1 | \$148.00 | \$148.00 |
| Microphone | Wireless Vocal System with SM58 | 1 | \$726.00 | \$726.00 |
| Speakers | Ceiling Loudspeakers 80 Watt | 18 | \$169.45 | \$3,050.10 |
| Rack | F5 Series Rack System with DC Fans | 1 | \$1,064.27 | \$1,064.27 |
| Mounts | Suspended Ceiling Camera Mounts | 2 | \$142.56 | \$285.12 |
| Cameras | Roboshot 30E HDMI | 2 | \$2,800.00 | \$5,600.00 |
| Power Strip | 12 Outlet Vertical Power Strip | 1 | \$188.63 | \$188.63 |
| Outlets | 800 Series IP Power Conditioner | 1 | \$731.51 | \$731.51 |
| Labor | Labor | 1 | \$2,203.95 | \$2,203.95 |
| Support | 1 Year \$9857.74 / 2 Year \$17,957.74 | | | |
| Total | | | | \$52,245.21 |
| Harris Co. | | Units | Per Unit | Total |
| Laptop | Universal Laptops Computer | 3 | \$882.00 | \$2,646.00 |
| Cameras | Wisenet Wave Interior HD Dome Cameras | 2 | \$525.00 | \$1,050.00 |
| AV System | Wisenet Wave Camera Server | 1 | \$11,225.00 | \$11,225.00 |
| Switch | 24 Port POE+ Gigabit Network Switch | 1 | \$672.00 | \$672.00 |
| TV | Smart WebOS 86" LED | 1 | \$1,576.00 | \$1,576.00 |
| TV Stand | Rolling TV Stand | 1 | \$223.00 | \$223.00 |
| License | Wisenet Wave Camera License | 2 | \$150.00 | \$300.00 |
| Microphone | Wireless Microphone | 2 | \$500.00 | \$1,000.00 |
| Materials, Install | Conduit, hardware etc. | 1 | \$4,000.00 | \$4,000.00 |
| Support | 1 Year | 1 | \$0.00 | \$0.00 |
| Total | | | | \$22,692.00 |

New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: May 11, 2026

SUBJECT: **290 Tract 3 Phase One Final Plat Approval**

DESCRIPTION/JUSTIFICATION:

Kemmerer City Zoning Board

Staff Report: Canyon Road Tract 3 Phase 1 – Final Plat

Date: May 8, 2026

Prepared by: Aimee Hennrich, Planning Staff (J-U-B Engineers), **Amended by Brian Muir in blue**

Purpose

To evaluate the proposed final plat for Canyon Road Tract 3, Phase 1, and determine its compliance with Kemmerer City Code Sections:

- Sections 20-11 through 20-18
- Conditions of Preliminary Plat Approval

Background

- Application Received: April 2024.
- First Review: June 2024 by Zoning Board; additional information requested.
- Preliminary Plat Hearing and Approval: July 16, 2024, with six conditions.
- Second Hearing: December 17, 2024 (due to procedural error) decision upheld – Approved with six conditions.
- Additional Information Received: September through November 2025.
- Development Agreement (Draft): April 13, 2026—**Updated draft anticipated May 11 2026**

Current Analysis

Planning staff reviewed the final plat application for compliance with relevant code sections 20-14 and 20-15, as well as the six conditions of approval. Key findings:

Section 20-14: Procedures – Final Plat

(5) A notarized certificate by all parties having any title, interest in or lien upon the land, consenting to the recording of the Plat and dedicating public ways, grounds, and easements. The certificate shall read.... **(see code section 20-14 (5) as an example of what needs to be provided)**

Section 20-15: Procedures – Final Plat – Supporting Documents

Missing financial surety

(l) The applicant shall provide a surety type performance bond, acceptable irrevocable letter of credit, cash bond, or other sufficient financial commitment to the City to assure that all of said

improvements, including but not limited to roads, curbs, gutters, water, sewer and utilities, will be completed in a timely fashion.

Conditions of Preliminary Plat

1. Developer shall provide written request for variance from 100' ROW and justification to allow an 80' ROW design. City Engineer's recommendation is if 80' ROW is permitted, then condition of approval should require 10' utility easements on both sides of the road and those easements should be restricted for the purpose of snow storage with no permitted on-street parking. **Final plat shows 10' utility easements on both sides of the road as well as designated snow removal areas.**
2. Developer shall address snow removal concerns. Decorative rocks shall not be permitted in the ROW. Specific language shall be included on the plat regarding long-term plans for snow removal. No construction or landscaping shall be permitted in dedicated utility easements. **Final Plat shows designated snow removal areas.**
3. Developer shall address and demonstrate compliance with open space requirements in compliance with Kemmerer City Code. Low-maintenance trails are encouraged. **Final plat shows a 10' wide trail easement.**
4. Developer shall remove concrete waste stockpiled on-site. Developer shall include a notice of existing conditions (potentially buried concrete) on final plat. Developer's design intent to remove concrete and dispose it off-site shall be included in the development agreement. **Final plat notes include "Potentially buried concrete within subdivision" and "Existing concrete on site shall not be used for fill under roads or buildings." The 'Draft Development Agreement' does not include language about the intent to remove concrete and dispose of it off-site.**
5. Developer shall address vehicular traffic impact on Canyon Road during and after development. **Not addressed on final plat or in "Draft Development Agreement."**
6. Developer shall provide signage to prohibit on-street parking within the subdivision. **Section 2.10 of the "Draft Development Agreement" does not include the requirement for signage regarding the prohibition of on-street parking.**

In addition, the Zoning Board recommended the following conditions:

1. A development agreement between the City of Kemmerer, Joint Powers Board, and Canyon Road Holdings, including a financial guarantee for infrastructure, pursuant to 20-15(l) of Kemmerer City Code which states that, *"the applicant shall provide a surety type performance bond, acceptable irrevocable letter of credit, cash bond, or other sufficient financial commitment to the City to assure that all of said improvements including but not limited to roads, curbs, gutters, water, sewer, and utilities will be competed in a timely fashion"* shall be required. **This is included in Section III in the "Draft Development Agreement."**
2. The Applicant shall provide a mechanism for phasing in the development agreement. **Included in Section II of the "Draft Development Agreement."**
3. The Applicant shall address impacts from the development on Canyon Road. **This does not appear to be addressed in the "Draft Development Agreement" or the final plat.**

Possible Board Actions

1. **Approve** the final plat.
2. **Approve with Conditions** to mitigate adverse impacts (e.g., pavement width compliance, open space designation, block numbering, and other noted deficiencies).
3. **Disapprove** if deemed non-compliant with Kemmerer City Code.
4. **Table Decision** and request additional information

RECOMMENDED ACTION:

Revise as needed to address comments noted and comply with Sections 20-14 and 20-15 of Kemmerer City Code. Any final plat approval should be conditioned upon a development agreement having been signed between the City of Kemmerer, Joint Powers Board, and **[Owner/Developer]**, including a financial guarantee for providing infrastructure.

Attachments Provided: Yes No

Final Plat Map Dated May 7th 2026

Sections 20-14 and 20-15 of Kemmerer City Code

City Engineering Review

Submitted by: Brian Muir, City Administrator; A. Tompkins, Planning Staff; Brian Gray, Jorgensen Engineering, City Engineer.

SECTION 20-14. PROCEDURES - FINAL PLAT.

Prior to the expiration of the preliminary approval, the final plat shall be submitted to the board. The following is required of and on the final plat:

- (a) The final plat shall be clearly and legibly drawn in black waterproof India ink upon good reproducible mylar or other acceptable stable base material. Affidavits, certificates and acknowledgements may be legibly stamped or printed upon the map in opaque ink. Signatures shall be in opaque black ink. The size of each sheet to be recorded shall conform to Wyoming State statutes. The scale of the plat shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The scale shall not be smaller than 1" = 100', except when all of the lots are an acre or larger, the scale may not be smaller than 1" = 200'. The particular number of the sheet and the total number of sheets, and the relation of each adjoining sheet shall be clearly shown by key maps and match lines. **OK**
- (b) The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work according to the State of Wyoming. A workmanlike execution of the plat shall be made in every detail. **OK**
- (c) The point of beginning shall be indicated and its proper reference to the monumented perimeter survey shall be delineated on the drawing. **OK**
- (d) All bearings and distances of the boundary shall be indicated outside the boundary line, not inside with the lot dimensions. **OK**
- (e) All blocks, and all lots within each block, shall be consecutively numbered. **OK**
- (f) On curved boundaries and all curves on the plat, sufficient data should be given to enable the re-establishment of the curves. This curve data should include the following: **OK**
 - (1) Points of curvature.
 - (2) Points of tangency.
 - (3) Tangent distance.
 - (4) Radius of curve.
 - (5) Arc length or chord length.
- (g) All streets, walkways, utility easements, drainage easements and alleys shall be clearly labelled as such and named; bearings and dimensions shall be given. **OK**
- (h) Bearings and dimensions shall be given for all lot lines. **OK**

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

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

- (1) The name of the subdivision, true north point and date.
- (2) The total acreage of tract and total number of lots.
- (3) Township, range, section and quarter section, block and lot numbers.
- (4) Graphic scale.
- (5) A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the Plat and dedicating public ways, grounds, and easements. The certificate shall read: **MISSING**

Know all men by these presents that the undersigned (official name of the subdivider), being the owner, proprietor, or parties of interest in the land shown in this plat, do hereby certify:

That the foregoing plat designated as (name of subdivision or addition), is located in (Section, Township, Range, City, County, State), and is more particularly described as follows:

(Insert full legal description)

and contains an area of ____ acres, more or less, and that this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s), and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and that the undersigned owner(s) of the land shown and described on this plat does (do) hereby dedicate to the City of Kemmerer and its licensees for perpetual public use all streets, alleys, easements for the purposes designated and other lands within the boundary lines of the plat as indicated and not otherwise dedicated for public use.

(Individuals, where applicable, should add:)

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, A.D., 19 ____, by:
Designation of interest: owner, mortgagee, etc.)

STATE OF WYOMING)
) §.

LINCOLN COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 19____, by _____ as a free and voluntary act and deed.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(6) A certificate of the surveyor stating as follows:

I, _____ do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of (Subdivision Name) as laid out, platted, dedicated, and shown hereon. That such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are monumented upon the ground in compliance with the City of Kemmerer regulations governing the subdivision of land to an accuracy of 1 part in 10,000.

(8) Certificate of review and approval of the City Engineer as follows: **OK**

Data on this plat reviewed and approved this _____ day of _____, A.D. 19____ by the City Engineer of Kemmerer, Wyoming who thereby certifies such plat as being in compliance with the ordinances of the City of Kemmerer and any approved variances therefrom.

(9) Certificate of approval by the City of Kemmerer Planning and Zoning Board as follows: **OK**

Approved by the City of Kemmerer Planning and Zoning Board this _____ day of _____, A.D. 19_____.

Chairman

Attest:

Secretary

(10) Certificate of acceptance and approval by the City Council of the City of Kemmerer as follows: **OK**

Approved by the City Council of the City of Kemmerer, Wyoming, this _____ day of _____, A.D. 19_____.

Mayor
Attest:

City Clerk

- (11) All other information required by state statutes. **OK**

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

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

- (a) Contracts of agreements with all utility companies (water, sewer, gas, electric, telephone, etc.) as applicable, that service will be provided to the development. The agreements shall clearly state which party, the subdivider or the utility, will furnish the on-site and off-site improvements which will be required in order to provide service to the subdivision. **OK**
- (b) A drainage report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer or hydrologist. The report shall examine 10-year storm flows, the 100-year high water mark of any river, creek, arroyo, gully, ditch, spillway, reservoir, etc., that may affect the project area, along with the depth of flow of 100-year runoff. A certificate shall be provided, signed, and sealed by a registered professional engineer that all drainage facilities utilizing gutters and streets, are designed and sized to handle 100% of the 10-year storm runoff. **OK**
- (c) A soils report for the site in question and all pertinent off-site areas shall be prepared by a licensed engineer or soil scientist. The soils report shall contain recommendations on foundation design, erosion control measures, and surface drainage. Minimum protective slopes away from buildings shall be specified. If needed, recommendations of subsurface area drains and peripheral drains should be addressed. **OK**
- (d) Grading and drainage plan shall be indicated by solid line contours superimposed on slashed line contours of existing topography for the area of the final plat. Such contours shall be at one foot intervals. In addition, for residential developments, the plat shall be prepared in a manner that will allow the grading and drainage plan to be met prior to, or as a part of, actual building construction. Individual lot grading plans shall be required prior to issuance of building permits. **OK**
- (e) Construction plans and details must be prepared by a registered professional engineer in the State of Wyoming and shall provide for all improvements indicated including grading, drainage, right-of-way and easement cross-sections showing construction and placement of streets, walks, curbs, gutters, medians, swales, ditches, utilities, planting strips and property lines; details of blocking, catch basins, etc.; street profiles showing natural finished grades, centerline and both curbs with a recommended minimum vertical

scale of 1" = 50'; sanitary sewer line and manhole profiles with natural and finished grades; storm drainage system profiles showing revegetation details and other details as necessary to adequately convey the design intent. Quantity and cost estimates for the installation of these improvements shall also be provided. **OK**

- (f) Where a portion of an existing easement is contiguous to a proposed easement or right-of-way within the subdivision, proof of the dedication of the existing easement or right-of-way acceptable to the city council must be submitted when requested. **OK**
- (g) When a new street will intersect with a state highway, a copy of the state highway permit shall be submitted. **OK**
- (h) All necessary permits to construct sanitary sewer, and water systems by the Wyoming Department of Environmental Quality will be submitted along with the above-mentioned plans to the city engineer. **OK**
- (i) Such other and further documents or reports as the city engineer, in his reasonable discretion, may require to ensure development and construction of the subdivision in the interest of the public health, safety and welfare. **OK**
- (j) The applicant shall submit a Cost of Improvements Worksheet for any improvements proposed or presented on any plat or agreement reached with the City during the subdivision review process. **OK**
- (k) Evidence satisfactory to the City Engineer, the Board of Adjustments and the Kemmerer City Council shall be submitted indicating that the subdivider has adequate financial resources to develop and complete any facility proposed or presented to be the responsibility of the subdivider, including but not limited to water systems, sewage systems, streets, curb and gutter, utilities. **OK**
- (l) The applicant shall provide a surety type performance bond, acceptable irrevocable letter of credit, cash bond, or other sufficient financial commitment to the City to assure that all of said improvements, including but not limited to roads, curbs, gutters, water, sewer and utilities, will be completed in a timely fashion. **MISSING**



Review of
Canyon Road Development – Tract 3 / Phase 1
Final Plat
UPDATED 5/8/26
Canyon Road Holdings, LLC
Kemmerer, Wyoming

This review is provided for the submitted final plat, against City of Kemmerer Chapter 20 requirements visible on the plat. Jorgensen Associates, Inc. (JA) is reviewing the plat as the City Engineer for the City of Kemmerer, Wyoming. The municipal water and sanitary sewer improvements are reviewed by others for the Kemmerer Diamondville Water and Wastewater Joint Powers Board (KDJPB).

The following items should be addressed on the plat, prior to final approval by the City Council:

ALL ITEMS CROSSED OFF BELOW ARE COMPLETED WITH 5-7-26 PLAT SUBMITTAL/REVIEW

- ~~Survey monument language is internally inconsistent. The surveyor certificate states the lots, easements, and streets are 'monumented upon the ground,' but the plat notes state that 'survey monuments will be set after completion of subdivision improvements.' The statements conflict and should be reconciled before approval/recording. If monuments are not yet set, we recommend revising the certificate or notes to clarify what has been set now versus what will be set later.~~
- ~~Prior discussions with Planning and Zoning included a discussion regarding grading and drainage. A note was requested for the final plat to include: "Future development of sites with slopes greater than 8% shall be designed by a licensed engineer". It is requested to add the note to the plat.~~
- ~~Certificate of review for the City Engineer is shown on the plat. Please include a signature line for approval/signature similar to other city approval certificates.~~
- ~~There is a "30 Foot Waterline Easement" shown on the plat which is dedicated to the Kemmerer-Diamondville Joint Powers Board. As noted by the applicant's surveyor, it is not common for this dedication to be on the plat. It is recommended that the dedication of this easement be done by separate instrument. The easement needs to be shown on the plat & if the easement is recorded prior to the approval of the final plat, the recording information can be noted on the plat.~~
- ~~The plat does not clearly show the quarter section information required by Section 20. It identifies the property by resurvey tracts, township, and range, but quarter section information is not clearly shown. Please add or clarify quarter section identification for compliance with §20-14(j)(3).~~

Subsequently, the following items have been tracked as part of the engineering review since the initial submittal. These items may be complete but are still listed as outstanding as they have not been provided to the Engineer. These items need to be completed or sent to the City Engineer prior to plat signing. Council approval may be contingent upon these items being completed or provided.

- The owner's signature/date/notary block shall be signed prior to final City approval/signature and recording.
- ~~Submit proof or confirmation that there are no mortgagees, lienholders, or other parties with titled interest.~~
- ~~An easement from Lincoln County School District #1, has been approved but needs to be provided to the City. (Any easements or permit required to complete off-site utilities to serve the addition must be provided and be acceptable to the city or future utility owner so that maintenance and repairs if and when required can be accomplished without additional approval for the property owner)~~
- ~~A traffic impact statement was submitted for the proposed development to support the modifications proposed to Canyon Road. The final study and WYDOT review/acceptance of the final study shall be provided.~~
- The cost of improvements worksheet has been submitted (2025). Provide confirmation of surety/performance security. The city should receive proof as to adequate financial resources of the developer to complete the subdivision. (City Attorney/Administrator to verify with dev. Agreement)
- The development agreement and financial guarantee should receive city legal review prior to city council approval

Items in Green being coordinated with city attorney & administrator

Please contact me with any questions regarding this review.

Engineer review by: Brian Gray, P.E.



New
Business
(d)

AGENDA ITEM # d (NE OB)

Department: Administration

Meeting Date: May 11, 2026

SUBJECT: SELECT VOTING DELEGATE AND ALTERNATE VOTING DELEGATE FOR THE WAM SUMMER WORKSHOP

BRIEF DESCRIPTION/JUSTIFICATION:

The Annual WAM Summer Convention is scheduled for June 3-5, 2026, and the City is required to designate an official voting delegate and alternate delegate for the business meeting.

At this time, City Administrator Brian Muir is the only confirmed attendee for the convention.

RECOMMENDED ACTION: Discuss if any councilmembers will be able to attend and then designate a voting delegate and alternate voting delegate in order to ensure the City is represented during the voting portion of the convention

Attachments Provided: Yes No

Submitted by: Natasia Diers



Wyoming
Association of
Municipalities
Building Strong Communities

TO: All Mayors/Clerk-Treasurers/Administrators-Managers

FROM: Earla Checchi, Finance Manager

SUBJECT: Voting Delegates for the 2026 WAM Summer Convention

DATE: March 3, 2026

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 4, 2026, in Laramie (Date subject to Change). Items that your Voting Delegate will be voting on Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 15, 2026. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need a change **in writing**. You may send/fax it to the WAM office by **Friday, May 15** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 3 before 12:00pm. After that time, changes will not be accepted.**

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES
2026 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the *Official Voting Delegate* for the 2026 WAM Convention Summer Business Meeting in Laramie, Thursday June 4, 2026 (Date subject to Change).

City/Town: City of Kemmerer

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: May 11, 2026

Attest: _____ (City/Town Clerk)

***The WAM Business Meeting date is subject to change.**

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN Friday, May 15, 2026.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: earla@wyomuni.org

New
Business
(e)

AGENDA ITEM # 9 NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: May 11th, 2026

SUBJECT: Drive-Thru Exit Use Agreement with Advantage Plus Federal Credit Union

DESCRIPTION/JUSTIFICATION:

Advantage Plus Federal Credit Union is coming to Diamondville and they would like to have a drive-thru exit onto Canyon Road, which the City of Kemmerer owns and maintains and which the City of Kemmerer taxpayers fund.

The City is proposing that the Credit Union pay a one-time initial payment of \$1,000 and an annual use fee of \$225, which fee increases 3% each year.

The agreement is attached.

RECOMMENDED ACTION:

Discuss financial terms of the agreement and authorize Mayor Bowen to sign the Canyon Road Drive-Thru Exit Use Agreement with Advantage Plus Federal Credit Union.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Canyon Road Drive-Through Exit Use Agreement

City of Kemmerer & Advantage Plus Federal Credit Union Parties

_____ This Canyon Road Drive-Through Exit Use Agreement (this Agreement) is made and entered into as of _____, 2026 (the Effective Date), by and between the :

City of Kemmerer, Wyoming, a Wyoming municipal corporation (the City), and Advantage Plus Federal Credit Union

_____, a federally chartered credit union _____
~~doing business as~~ _____ (the Bank).- The City and the Bank are sometimes referred to individually as a Party and collectively as the Parties.

Recitals

WHEREAS, Canyon Road is a municipal street located within the corporate limits of the City of Kemmerer, Lincoln County, State of Wyoming (Canyon Road); and

WHEREAS, as a municipal street, Canyon Road is owned, regulated, and controlled by the City and is maintained, patrolled, and benefited by snow removal and other public services funded in substantial part through:

- Ad valorem property taxes paid by property owners located within the City of Kemmerer;
- Sales and use tax distributions based upon the City's residential population; and
- ~~Other forms of governmental financial allocations and distributions based on population and other municipal funding metrics (collectively, the Municipal Revenues); and~~

•
WHEREAS, the parcel of real property on which the Bank operates or proposes to operate its banking facility, including the drive-through facilities to be served by the Canyon Road exit contemplated by this Agreement (the Bank Property), is a commercial property located wholly within the incorporated limits of the Town of Diamondville, Wyoming, and outside the corporate limits of the City of Kemmerer; and

WHEREAS, because the Bank Property is located entirely within the Town of Diamondville, it does not generate property tax revenues for the City and does not directly contribute to the Municipal Revenues that support the maintenance, patrol, and snow removal services provided by the City with respect to Canyon Road; and

WHEREAS, the Bank desires to construct and use a vehicular access drive and exit connecting the Bank's drive-through lanes and circulation areas on the Bank Property to Canyon Road (the Drive-Through Exit), such that vehicles patronizing the Bank's drive-through facilities will exit onto Canyon Road rather than, or in addition to, exiting directly onto the Bank's Highway 89 frontage; and

WHEREAS, based upon considerations of traffic circulation, sight distance, speed, turning movements, and other factors relating to public health, safety, and welfare, it is believed and anticipated by the Parties that a well-designed and properly located Drive-Through Exit connecting to Canyon Road, constructed and operated in accordance with applicable City ordinances, standards, and Wyoming Department of Transportation (WYDOT) access management best practices, will be safer and more compatible with public safety than alternative drive-through exit configurations that would route exiting traffic directly onto U.S. Highway 89 along the Bank's property frontage; and

WHEREAS, the City is willing, subject to the terms and conditions set forth herein, to authorize and permit the Bank to construct, maintain, and use the Drive-Through Exit connection to Canyon Road and to use Canyon Road for access to and from the Bank's drive-through operations, provided that the Bank compensates the City for such special use and bears the costs and obligations set forth in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to:

- Set forth the City's conditional grant to the Bank of a limited, nonexclusive, nontransferable right to use a portion of Canyon Road for vehicular ingress and egress in connection with the Bank's drive-through operations;
- Allocate responsibility for design, construction, curb and access modifications, maintenance obligations, and compliance with City ordinances, policies, and standards, including snow removal policies and building standards; and
- Establish the term, renewal provisions, compensation, and other terms and conditions governing such use.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Agreement" has the meaning set forth in the preamble.

"Bank" has the meaning set forth in the preamble and includes its permitted successors, but not assigns, as further limited in this Agreement.

"Bank Property" means that certain parcel or parcels of real property, located wholly within the Town of Diamondville, Wyoming, on which the Bank operates or proposes to operate a banking

facility with drive-through operations, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

“City” has the meaning set forth in the preamble.

“Canyon Road” means the municipal street owned, maintained, and controlled by the City of Kemmerer and commonly known as Canyon Road, including the public right-of-way, roadway surface, curb, gutter, sidewalk (if any), and appurtenant public improvements.

“Drive-Through Exit” means the vehicular access connection, driveway, curb cut, pavement, and related improvements constructed by or on behalf of the Bank, at the Bank’s sole cost and expense, connecting the Bank’s drive-through lanes and vehicular circulation areas on the Bank Property to Canyon Road, together with any associated modifications to City-owned curb, gutter, or roadway approved by the City pursuant to this Agreement.

“Kemmerer Ordinances” means all duly adopted and applicable ordinances, resolutions, codes, regulations, policies, and standards of the City of Kemmerer, as the same may be amended from time to time, including but not limited to provisions relating to streets, rights of way, access permits, construction standards, building codes, zoning, traffic control, and public safety.

“Kemmerer Snow Removal Policies” means all ordinances, regulations, policies, and standards of the City of Kemmerer governing snow removal, ice control, winter maintenance, and related activities on or adjacent to City streets and rights of way, as the same may be amended from time to time.

“Term” means the initial term and any automatic renewal terms of this Agreement as set forth in Section 4.

“WYDOT Best Practices” means the current access management, driveway, and approach standards, guidelines, and best practices promulgated or recommended by the Wyoming Department of Transportation (WYDOT) or any successor agency, as applicable to local street connections and as agreed by the Parties for purposes of this Agreement.

2. Grant of Limited Use Rights

2.1 Nature of Rights Granted.

The City hereby grants to the Bank, and the Bank hereby accepts from the City, a limited, nonexclusive, revocable (subject to the terms of this Agreement), personal license and right to:

- Construct the Drive-Through Exit connecting the Bank Property to Canyon Road at a location approved by the City in accordance with this Agreement; and

- Use such Drive-Through Exit and the directly adjoining portion of Canyon Road for vehicular ingress to and egress from the Bank's drive-through facilities on the Bank Property for the Permitted Use (as defined in Section 3).
- This license constitutes a contractual right of use only and shall not be construed as:
 - a conveyance, dedication, or grant of any fee interest or easement in or to Canyon Road or any part thereof;
 - a grant of any property right that runs with the land; or
 - a public dedication in favor of the Bank or any other private party.

3. Permitted Use; Restrictions on Use and Transfer

3.1 Permitted Use.

The Bank shall have the right to use the Drive-Through Exit and the adjacent portion of Canyon Road solely for:

- Vehicular egress from the Bank's drive-through banking facilities located on the Bank Property; and
- Such ancillary vehicular movements as are customary and reasonably necessary for customers, employees, and service vehicles to access and exit the Bank's drive-through operations.
- The use authorized hereunder is strictly limited to the Bank's operation of a banking institution.

3.2 Prohibited Uses.

Without limiting the generality of the foregoing, the Bank shall not:

- Use, or permit the use of, the Drive-Through Exit or Canyon Road access granted under this Agreement to serve any retail, restaurant, fast-food, industrial, warehousing, automotive service, or other non-banking drive-through operations;
- Use the Drive-Through Exit to serve any property other than the Bank Property;
- Convert the Bank Property to a materially different use (such as a non-banking commercial use) and continue to rely on this Agreement; or
- Use the Drive-Through Exit for any purpose that increases traffic volumes, vehicle types, or operational characteristics in a manner materially inconsistent with the design parameters and assumptions underlying the City's approval of the Drive-Through Exit.
- Allow use of ~~Drive-Through~~ the Exit for any large Semi-Truck (3+ Axles).

3.3 Non-Transferability; Change of Use.

The rights granted to the Bank under this Agreement are personal to the Bank and are not assignable or transferable, voluntarily, or by operation of law, to:

- Any other person or entity operating a different type of business on the Bank Property; or
- Any owner or operator of a non-banking business, even if located on the Bank Property.

Notwithstanding the foregoing, a merger, consolidation, or corporate reorganization involving the Bank, or a sale of all or substantially all of the Bank's assets, that results in another regulated banking institution operating a substantially similar banking business on the Bank Property may be permitted, provided that:

- The successor banking institution expressly assumes in writing all obligations of the Bank under this Agreement; and
- The City provides its prior written consent, not to be unreasonably withheld, conditioned, or delayed with respect to such substantially similar banking continuation.

4. ~~Term~~; ~~Automatic Renewal~~; ~~Termination~~, and Dispute Resolution

4.1 ~~Initial~~ ~~Initial~~ Term

The ~~initial term of this~~ Agreement shall commence on the Effective Date and shall continue for a period of ~~five (5) three (3) years thereafter~~ (the "~~Initial~~ ~~Initial~~ Term"), unless earlier terminated in accordance with this Agreement.

4.2 Automatic Renewal.

Upon expiration of the Initial Term, and upon expiration of each Renewal Term (as defined below), this Agreement shall automatically renew for successive additional ~~periods~~ terms of ~~five (5) three (3) years each~~ (each, a "Renewal Term," and together with the Initial Term, the "Term"), ~~on the same terms and conditions set forth herein~~, unless:

- Either Party ~~delivers~~ provides written notice of non-renewal to the other Party not less than sixty (60) days ~~its election not to renew at least ninety (90) days~~ prior to the expiration of the then-current Term; or
- This Agreement is earlier terminated for Good Cause pursuant to Section 4.3 ~~has been previously terminated in accordance with its terms~~.

For the avoidance of doubt, absent written notice of non-renewal or a valid termination for Good Cause, this Agreement shall continue to renew automatically without further action by either Party. Upon each renewal, all terms and conditions of this Agreement shall remain in effect, subject to any fee adjustments that may be agreed upon by the Parties in writing prior to the commencement of the applicable Renewal Term. ~~The Initial Term and all Renewal Terms are collectively referred to as the Term.~~

4.3 Termination for Good Cause

Either Party may terminate this Agreement prior to the expiration of the then-current Term only for Good Cause (as defined in Section 4.4), and only after completion of the pre-termination meet-and-confer and, if applicable, mediation as set forth in Sections 4.5 and 4.6, respectively. Any purported termination that does not comply with the procedures set forth in this Section shall be void and of no effect.

4.4 Definition of Good Cause,

As used in this Agreement, "Good Cause" means any of the following, as interpreted consistently with industry-standard public right-of-way use, license, and encroachment agreements, and with applicable Wyoming law:

(a) Material Breach. A material breach by the non-terminating Party of any material obligation, covenant, representation, or warranty under this Agreement that remains uncured for a period of thirty (30) days after written notice of such breach is delivered to the breaching Party, or, if such breach is not reasonably susceptible of cure within thirty (30) days, that is not commenced within thirty (30) days and diligently pursued to completion within ninety (90) days after such written notice; provided, however, that in no event shall the cure period for a monetary default exceed thirty (30) days from the date of written notice.

(b) Public Safety Hazard. A condition arising from the Bank's construction, maintenance, or use of the Drive-Through Exit that presents a material and unreasonable risk to public health, safety, or welfare, as reasonably determined by the City Engineer or designee, which the Bank fails to remedy within the applicable cure period set forth in subsection (a) above.

(c) Unauthorized Use or Transfer. The Bank's use of the Drive-Through Exit for any purpose not expressly authorized by this Agreement, including without limitation use by non-banking operations or large semi-trucks (three or more axles), or any assignment, sublicense, or transfer of rights under this Agreement in violation of Section 3.3, which is not cured within the applicable cure period.

(d) Loss of Required Approvals. The Bank's failure to maintain any permit, license, or regulatory approval required by applicable law for the operation of the Drive-Through Exit, or the permanent revocation or non-renewal of any such approval through no fault of the City, if such failure or loss is not remedied within sixty (60) days of written notice from the City.

(e) Abandonment. The Bank's cessation of use of the Drive-Through Exit for a continuous period of one hundred eighty (180) days or more, excluding temporary closures due to force majeure events, permitted construction, or other circumstances agreed in writing by the City.

(f) Insolvency or Dissolution. The commencement of voluntary or involuntary bankruptcy, insolvency, receivership, or dissolution proceedings by or against the Bank that are not

dismissed within ninety (90) days, or the Bank's assignment for the benefit of creditors, where such proceedings would materially impair the Bank's ability to fulfill its obligations under this Agreement.

(g) Change of Control or Cessation of Banking Operations. The Bank's cessation of banking institution operations at the Bank Property, or a change of control of the Bank, where such cessation or change results in the use of the Drive-Through Exit for purposes not permitted by this Agreement and such impermissible use is not cured within sixty (60) days of written notice from the City; subject to the Bank's right to transfer to a qualified successor regulated banking institution pursuant to Section 3.3 above.

Good Cause shall not include (i) a Party's dissatisfaction with market conditions, changes in traffic patterns not attributable to the Bank's operations, or general policy disagreements unrelated to a specific breach or default; (ii) an immaterial or technical breach that does not adversely affect the other Party in any material respect; or (iii) any condition or circumstance caused directly by the terminating Party's own acts or omissions.

4.5 Pre-Termination Meet-and-Confer.

Prior to delivering a notice of termination for Good Cause pursuant to Section 4.3, the Party asserting Good Cause (the "Initiating Party") shall:

(a) deliver to the other Party a written statement identifying in reasonable detail the basis for the assertion of Good Cause, referencing the applicable subsection(s) of Section 4.4 and any supporting facts (the "Good Cause Statement");

(b) within fifteen (15) days of delivery of the Good Cause Statement, the Parties shall meet and confer in good faith—in person or by video conference—to discuss the circumstances giving rise to the asserted Good Cause and to explore whether the matter can be resolved without termination (the "Meet-and-Confer"); and

(c) if the Party alleged to be in default can cure the identified condition within the applicable cure period under Section 4.4(a), the Initiating Party shall not deliver a notice of termination until the cure period has expired without cure.

The Meet-and-Confer is a condition precedent to any notice of termination for Good Cause; provided, however, that the Meet-and-Confer requirement shall not apply in the case of an imminent public safety hazard addressed under Section 4.4(b), where the City may take immediate corrective action subject to prompt notice as provided therein.

4.6 Non-Binding Mediation.

If the Parties are unable to resolve the dispute giving rise to the asserted Good Cause through the Meet-and-Confer process within thirty (30) days after the date of the Meet-and-Confer meeting (or such longer period as the Parties may agree in writing), the Parties agree, as a further condition precedent to any formal legal action or termination, to submit the dispute to non-binding mediation.

4.7 Notice of Termination.

Upon completion of the Meet-and-Confer and mediation processes (if applicable), a Party having established Good Cause may terminate this Agreement by delivering written notice of termination to the other Party specifying: (i) the effective date of termination, which shall be not less than sixty (60) days from the date of such notice (the "Termination Date"); (ii) the specific Good Cause basis for termination by reference to Section 4.4; and (iii) a summary of the Meet-and-Confer and mediation proceedings.

4.8~~5~~ Effect of Termination or Expiration.

Upon any termination or expiration of this Agreement:

- All rights of the Bank to use the Drive-Through Exit and related access rights under this Agreement shall immediately cease;
- The City may, but is not obligated to, physically close or remove the Drive-Through Exit or modify curb and roadway improvements as it deems appropriate for public safety; and
- ~~The obligations of the Parties that, by their nature, should survive termination or expiration (including, without limitation, indemnification, insurance obligations covering pre-termination occurrences, and payment obligations accrued prior to termination) shall survive in accordance with their terms.~~

5. Compensation and Consideration

5.1 Initial Payment.

As partial consideration for the limited use rights granted herein, the Bank shall pay to the City, on or before the Effective Date, a one-time initial payment in the amount of One Thousand Dollars (\$1,000.00) (the Initial Payment).

The Initial Payment shall be nonrefundable and shall not be credited against any other fees or payments due under this Agreement.

5.2 Annual Use Fee.

In addition to the Initial Payment, the Bank shall pay to the City, for each year of the Term, an annual use fee in the amount of Two Hundred Twenty-Five Dollars (\$225.00) (the Annual Use Fee).

The Annual Use Fee for the first year of the Term shall be due and payable on the Effective Date (and is in addition to the Initial Payment). For each subsequent year during the Term, the Annual Use Fee will increase by 3% and shall be due and payable in advance on or before the anniversary of the Effective Date.

The Parties acknowledge that the Annual Use Fee is intended, in part, to compensate the City for the incremental costs and burdens associated with providing street maintenance, patrol, and

snow removal services benefiting the Bank's use of Canyon Road, notwithstanding that the Bank Property lies outside the City's tax base.

5.3 Method of Payment.

All payments required under this Agreement shall be made in lawful money of the United States of America, by check, wire transfer, or other method acceptable to the City, payable to City of Kemmerer and delivered to the City.

6. Design, Construction, and Curb Modifications

6.1 Bank Responsible for All Curb and Access Modifications.

The Bank shall be solely responsible, at its sole cost and expense, for:

- The design, engineering, permitting, and construction of the Drive-Through Exit; and
- All curb, gutter, sidewalk, pavement, striping, signage, and related modifications to Canyon Road and its right-of-way necessary or appropriate to create and operate the Drive-Through Exit, as approved by the City in accordance with this Agreement.

6.2 Plan Submittal and City Approval.

Prior to commencing any construction or physical work within or affecting Canyon Road or the City's right-of-way, the Bank shall:

- Prepare, at Bank's sole expense, detailed plans and specifications (including grading, drainage, signage, striping, and traffic control details) for the Drive-Through Exit and related curb modifications;
- Ensure that such plans and specifications comply with all Kemmerer Ordinances, Kemmerer Snow Removal Policies, applicable building and engineering standards, and ~~WYDOT~~ Best Practices, as agreed by the parties applicable;
- Submit such plans and specifications to the City for review and written approval.

The City shall review the submitted plans in good faith and may approve, approve with conditions, or reject the plans, in whole or in part, based upon compliance with applicable law, public safety, engineering standards, and consistency with WYDOT Best Practices.

The Bank shall revise and resubmit its plans as necessary to obtain the City's written approval prior to commencing any work.

6.3 Permits and Approvals.

The Bank shall be solely responsible for:

- Obtaining, at its sole cost and expense, all permits, licenses, and approvals required by the City, Lincoln County, WYDOT, and any other applicable governmental or regulatory authority for the construction and operation of the Drive-Through Exit; and
- Complying with all conditions of such permits and approvals.

The City's execution of this Agreement shall not be deemed to constitute the issuance of any permit or the grant of any approval other than the contractual license expressly set forth herein.

6.4 Compliance with Building Standards and WYDOT Best Practices.

The design and construction of the Drive-Through Exit shall comply with:

- All applicable City building codes, engineering design standards, and right-of-way requirements, including requirements as to width, grade, turning radii, sight distance, drainage, surfacing, and access configuration; and
- WYDOT Best Practices for access placement and construction, to the extent applicable to local street connections, as mutually agreed by the Parties during the design review process. In the event of a conflict between WYDOT Best Practices and specific, duly adopted Kemmerer Ordinances or City design standards, the Parties shall collaborate in good faith to adopt a design solution that satisfies public safety and legal requirements; provided that the City's formally adopted ordinances and standards shall control within the City's jurisdiction.

6.5 Construction Standards; Inspection.

All construction work within Canyon Road or its right-of-way shall be performed:

- By qualified contractors licensed and bonded as required by law and by the City in a good and workmanlike manner; and
- In accordance with the approved plans and all applicable regulations.

The City shall have the right, but not the obligation, to inspect the work at any reasonable time and to require correction of any work that does not conform to the approved plans or applicable standards.

The Bank shall promptly correct, at the Bank's sole cost and expense, any significant deficiencies reasonably identified by the City.

6.6 Ownership of Improvements.

Upon installation, and notwithstanding that the Bank funded the construction, all curb, gutter, pavement, and other improvements installed within the Canyon Road right-of-way shall become and remain the sole property of the City, subject to the Bank's limited use rights under this Agreement.

The Bank shall have no ownership interest in Canyon Road or in any improvements within the public right-of-way.

6.7 No Interference with Public Use.

The Bank's construction and use of the Drive-Through Exit shall not materially interfere with the use of Canyon Road by the general public, emergency vehicles, or the City, except for reasonable, temporary disruptions approved in advance by the City as part of construction staging and traffic control plans.

7. Maintenance, Repairs, and Snow Removal

7.1 Routine Street Maintenance by City.

As part of its general municipal responsibilities, and subject to budgetary and operational constraints applicable to all City streets, the City shall continue to perform routine maintenance, repair, and snow removal operations on Canyon Road in accordance with its then-current practices and standards for streets of similar classification.

Nothing herein shall obligate the City to provide any level of maintenance or snow removal at a higher priority or frequency than that generally provided to similarly situated municipal streets, except as otherwise specifically agreed in writing.

7.2 Bank's Maintenance Responsibilities.

The Bank shall, at its sole cost and expense, be responsible for:

- Maintaining the Drive-Through Exit area on the Bank Property in a safe, clean, and good repair condition;
- Maintaining any private signage, pavement markings, or traffic control devices located on the Bank Property necessary to safely direct vehicles to and from the Drive-Through Exit; and
- Repairing any damage to Canyon Road, curb, gutter, or public improvements caused by the Bank's construction activities, heavy equipment, or negligent operation of the Drive-Through Exit.

7.3 Damage Caused by Bank.

If the City reasonably determines that damage to Canyon Road or related public improvements has been caused by the Bank's activities or by the Bank's customers, contractors, or invitees using the Drive-Through Exit (beyond normal wear and tear), the Bank shall, upon written notice from the City:

- Promptly repair such damage at the Bank's sole cost and expense, subject to the City's review and approval of the repair work; or
- Reimburse the City, within thirty (30) days after receipt of an invoice, for the City's reasonable costs of repairing such damage.

7.4 Compliance with Kemmerer Snow Removal Policies and Ordinances.

- The Bank shall comply, and shall cause its employees, contractors, and invitees to comply, with all Kemmerer Snow Removal Policies and Kemmerer Ordinances relating to:
 - Snow and ice removal on and adjacent to the Drive-Through Exit;
 - Placement of snow, ice, or deicing materials within or adjacent to Canyon Road; and
 - Any prohibitions or restrictions on depositing snow onto public rights of way.

The Bank shall not pile or deposit snow, ice, or other materials from the Bank Property in any manner that obstructs or materially impairs the use of Canyon Road, interferes with the City's snow removal operations, or creates a public safety hazard.

7.5 Bank's Supplemental Snow Management Obligations.

Without limiting the City's general snow removal responsibilities on Canyon Road, the Bank shall:

- Ensure that the Drive-Through Exit area, including approaches on the Bank Property, is maintained in a reasonably safe condition for vehicular ingress and egress, including the prompt removal or treatment of snow and ice within the Bank Property; and
- Coordinate its on-site snow removal practices with the City's snow removal operations so as not to conflict with or impede the City's efforts on Canyon Road.

7.6 Restoration upon Termination.

Upon termination or expiration of this Agreement, the City may require the Bank, at the Bank's sole cost and expense, to:

- Remove or modify some or all of the Drive-Through Exit improvements within the Canyon Road right-of-way; and
- Restore the affected curb, gutter, sidewalk, and pavement areas to a configuration and condition reasonably acceptable to the City, consistent with public safety and City standards.

If the Bank fails to complete such restoration within a reasonable period specified by the City (not less than sixty (60) days, except in the case of an emergency or safety hazard), the City may perform the restoration and charge the Bank for the reasonable documented costs thereof, which the Bank shall pay within thirty (30) days after invoicing.

8. Compliance with Laws; Traffic and Safety

8.1 Compliance with Kemmerer Ordinances and Applicable Law.

The Bank shall, at its sole cost and expense, at all times comply with:

- All applicable Kemmerer Ordinances;
- All applicable federal, state, and local laws, statutes, regulations, and codes; and
- All conditions of permits and approvals reasonably issued in connection with the Drive-Through Exit and Bank Property operations.

The Bank's obligations under this Section apply to both construction and ongoing operation and use of the Drive-Through Exit.

8.2 Traffic Control and Signage.

The Bank shall install and maintain, on the Bank Property, all signage and pavement markings necessary to safely direct traffic to and from the Drive-Through Exit, in compliance with City standards and the Manual on Uniform Traffic Control Devices (MUTCD), as applicable. Any signage, markings, or traffic control devices to be installed within the Canyon Road right-of-way shall be subject to the City's prior written approval and shall, upon installation, become City property.

8.3 Safety and Nuisance Prohibition.

The Bank shall not operate the Drive-Through Exit in a manner that constitutes a public nuisance or that unreasonably endangers the safety of motorists, pedestrians, or other users of Canyon Road.

If, in the City's reasonable judgment, the operation of the Drive-Through Exit creates a recurring or significant safety concern, the Parties shall cooperate in good faith to identify and implement corrective measures, which may include:

- Changes in signage, striping, or traffic control;
- Operational changes to drive-through circulation; or
- relocation, modification, or potential closure of the Drive-Through Exit, as a last resort, consistent with public safety and this Agreement.

Section 9????

9

10. Default and Remedies

910.1 Events of Default by Bank.

Each of the following shall constitute an event of default by the Bank under this Agreement:

- Failure to pay any amount due under this Agreement within thirty (30) days after written notice from the City of nonpayment;
- Failure to maintain required insurance ~~in accordance with Section 9;~~
- Material failure to comply with Kemmerer Ordinances, Kemmerer Snow Removal Policies, or other applicable law in relation to the Drive-Through Exit, after written notice and a reasonable opportunity to cure;M
- Material breach of any other covenant, representation, or obligation under this Agreement that remains uncured after expiration of the applicable cure period; or
- Unauthorized change of use or transfer in violation of Section 3.3.

9.3~~10~~.2 Notice and Cure.

Except for emergencies presenting an immediate threat to public health or safety (for which shorter or no notice may be appropriate), the City shall provide the Bank with written notice of any default and a reasonable opportunity to cure:

- Thirty (30) days for monetary defaults; and
- Forty-five (45) days for nonmonetary defaults, or such longer period as the City may reasonably grant if the nature of the default is such that it cannot reasonably be cured within forty-five (45) days, provided that the Bank commences cure within such period and diligently prosecutes such cure to completion.

Upon the occurrence and continuation of an uncured event of default by the Bank, the City may, in addition to any other rights or remedies available at law or in equity:

- Terminate this Agreement in whole or in part upon written notice to the Bank, which termination may include closure of the Drive-Through Exit;
- Suspend the Bank's right to use the Drive-Through Exit until the default is cured;
- Perform any obligation of the Bank that the Bank has failed to perform (such as repairs or restoration) and recover the reasonable documented costs thereof from the Bank; and
- Pursue recovery of damages, including without limitation unpaid fees, costs of repair, and reasonable attorney's fees and costs incurred in enforcing this Agreement.

9.3~~10~~.4 Cumulative Remedies.

The remedies provided under this Agreement are cumulative and not exclusive of any other rights or remedies provided by law or in equity.

10. Miscellaneous Provisions

10.1 Entire Agreement and Amendments. This Agreement, together with all exhibits and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, warranties, and agreements, whether written or oral, relating to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

10.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law, and the Parties shall negotiate in good faith a valid replacement provision that most closely approximates the intent of the invalidated provision.

10.3 Waiver. No waiver by either Party of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default and shall not affect the other terms and conditions of this Agreement. No waiver shall be effective unless in writing and signed by the waiving Party.

10.4 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including PDF or DocuSign, shall be deemed original signatures for all purposes.

10.5 Headings. Section headings are included for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10.6 Further Assurances. Each Party agrees to execute such additional documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. General Provisions

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles.

11.2 Venue. Exclusive venue for any legal action arising out of or related to this Agreement (following completion of the mediation procedures set forth in Section 4.6, if applicable) shall lie in the District Court of Lincoln County, Wyoming, and each Party hereby irrevocably consents to the personal jurisdiction of such court.

11.3 Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the City's immunities and limitations on liability under the Wyoming Governmental Claims Act, Wyoming Statutes §§ 1-39-101 et seq., or any other applicable law. The City's obligations under this Agreement are subject to annual appropriation of funds by the City Council.

11.4 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered: (a) upon personal delivery to the receiving Party; (b) one (1) business day after deposit with a

nationally recognized overnight courier, addressed to the receiving Party; or (c) three (3) business days after deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the receiving Party at the following addresses (or such other address as a Party may designate by notice):

If to the City:

City of Kemmerer, Wyoming

Attn: City Administrator

[Address]

Kemmerer, Wyoming [Zip]

If to the Bank:

Advantage Plus Federal Credit Union

Attn: Jarod Brown

P.O. Box 4160

Pocatello, Idaho 83205

11.5 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement shall confer any rights or remedies upon any third party.

11.6 Time of the Essence. Time is of the essence with respect to all dates and deadlines set forth in this Agreement.

~~11. No Waiver of Governmental Immunity~~

~~11.1 Preservation of Immunity.~~

~~Nothing in this Agreement is intended to, nor shall it be construed to, waive, limit, or otherwise affect any immunity, defense, limitation of liability, or other protection afforded to the City or its officers, employees, or agents under the Wyoming Governmental Claims Act, Wyoming Statutes §§ 1-39-101 et seq., or any other applicable law.~~

~~12?~~

~~12.1?~~

~~12.2 Entire Agreement.~~

~~This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and~~

~~contemporaneous negotiations, understandings, and agreements, whether oral or written, relating to such subject matter.~~

~~12.3 Amendments.~~

~~This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Parties.~~

~~12.4 Governing Law; Venue.~~

~~This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to its conflict of laws principles.~~

~~Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Lincoln County, Wyoming, and the Parties hereby consent to the jurisdiction and venue of such courts.~~

~~13.?~~

~~14. Execution~~ THE PARTIES REPRESENT THAT THEY HAVE READ THIS AGREEMENT, AGREE WITH ITS TERMS, AND THAT THEY HAVE THE FULL AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF THE CITY AND THE BANK.

CITY OF KEMMERER (the City)

By: _____ Date _____
(Printed Name and Title)

ADVANTAGE PLUS FEDERAL CREDIT UNION (the Bank)

JAROD BROWN, CEO _____ Date _____
Advantage Plus Federal Credit Union

New
Business
(f)

AGENDA ITEM # 1 NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: May 11, 2026

SUBJECT: Recommendation to Award AWOS Project Replacement to Sage Electric

BRIEF DESCRIPTION/JUSTIFICATION:

At the April 20, 2026, Airport Board meeting, the Board recommended forwarding to the City Council the award for the Airport AWOS Replacement Project to Sage Electric in an amount not to exceed \$179,093.00.

The FAA and WYDOT have funding available for the project through the following grant participation split:

- FAA: \$237,500.00
 - WYDOT: \$6,250.00
 - City of Kemmerer: \$3,125.00
 - Lincoln County: \$3,125.00
- Total Project Funding: \$250,000.00**

RECOMMENDED ACTION:

Authorize Mayor Bowen to sign the Notice of Award to Sage Electric for the Airport AWOS Replacement Project.

Attachments Provided: Yes X No

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

HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

April 17, 2026

Mayor Robert Bowen
Kemmerer Airport Board President
220 State Hwy 233
Kemmerer, WY 83101

**RE: KEMMERER AIRPORT (EMM)
REPLACE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) III P/T EQUIPMENT
FAA AIP #3-56-0015-029-2026, WYDOT#: AEM035A**

Dear Mayor Bowen:

On April 16, 2026, two (2) eligible bids were received and opened for the above referenced project. A price analysis comparing the bid and bid items against the Engineer's Estimate was performed. The bid abstract is attached. A summary of the Engineer's Estimate and the bids are as follows:

| | Engineer's Estimate | Sage Electric Solutions, LLC | Modern Electric Co. |
|-------------------------------|---------------------|------------------------------|---------------------|
| Base Bid Schedule (BB) | \$152,000.00 | \$179,093.00 | \$186,129.00 |

Based on the results of the remaining two eligible bids received, the price analysis, and the Airport Board's recommendation, it is our recommendation that Kemmerer City, as managing member of the Kemmerer Airport Administration **award only the Base Bid Schedule of the above-mentioned project to Sage Electric Solutions, LLC in the amount of \$179,093.00**, contingent upon FAA and WYDOT concurrence.

With your concurrence, please also sign the attached Notice of Award and we will prepare the necessary remaining award documents.

Sincerely,

Kimberly A. Silvester, P.E.
Aviation Project Manager/Regional Lead
J-U-B ENGINEERS, INC.

Enc: EMM_AIP29_AWOS_Abstract.pdf
EMM_AIP29_AWOS_NOA.pdf

cc: Cameron Bryant, FAA DEN ADO
Greg Hampshire, WYDOT Div. of Aeronautics

BID ABSTRACT
Kemmerer Municipal Airport
Replace AWOS III P/T Equipment
Thursday, April 16, 2026, 3:00 PM

| Replace AWOS III P/T Equipment | | | | ENGINEER'S ESTIMATE | | | LOW BIDDER | | | 2nd LOW BIDDER | | | | | |
|--------------------------------|----------|-----|------------------|--|--------------|-----------------------|---------------------|--------------|------------------------------|---------------------|--------------|---------------------|---------------------|--|--|
| FAA Item | Unit | QTY | Item Description | Unit Price | Total Price | J-U-B Engineers, Inc. | Unit Price | Total Price | Sage Electric Solutions, LLC | Unit Price | Total Price | Modern Electric Co. | | | |
| 1 | SP-1-7.1 | LS | 1 | Remove AWOS Components | \$27,000.00 | \$27,000.00 | \$8,942.00 | \$8,942.00 | \$8,942.00 | \$3,188.00 | \$3,188.00 | \$3,188.00 | | | |
| 2 | SP-1-7.2 | LS | 1 | Install New AWOS III P/T System. In Place and Functional | \$115,000.00 | \$115,000.00 | \$163,939.00 | \$163,939.00 | \$163,939.00 | \$171,138.00 | \$171,138.00 | \$171,138.00 | | | |
| 3 | SP-1-7.3 | LS | 1 | Commissioning & 1 Year Service Contract | \$10,000.00 | \$10,000.00 | \$6,212.00 | \$6,212.00 | \$6,212.00 | \$11,803.00 | \$11,803.00 | \$11,803.00 | | | |
| | | | | TOTAL BASE BID SCHEDULE (BB) | | | \$152,000.00 | | | \$179,093.00 | | | \$186,129.00 | | |

**KEMMERER, WYOMING
KEMMERER MUNICIPAL AIRPORT
REPLACE AWOS III P/T EQUIPMENT
AIP # 3-56-0015-029-2026
WYDOT # AEM035A**

NOTICE OF AWARD

To: Sage Electric Solutions, LLC
4996 Hwy 374
Green River WY 82935

Dated: _____

PROJECT DESCRIPTION: Replace AWOS III P/T Equipment

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated March 2026, and Information for Bidders.

You are hereby notified that your Base Bid has been accepted for items in the amount of

One Hundred Seventy-Nine Thousand, Ninety-Three Dollars and Zero Cents (\$179,093.00)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by _____.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2026

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Sage Electric Solutions, LLC, this ____ day of _____, 2026

CONTRACTOR

By: _____
Signature

Title: _____

New
Business
(g)

AGENDA ITEM # 9 (NB) OB CONSENT)

Department: Administration

Meeting Date: May 11, 2026

SUBJECT: Property and Casualty Insurance

BRIEF DESCRIPTION/JUSTIFICATION:

Zach Wenz with Tegeler and Associates presented the 2027 property and casualty insurance rates to city council on April 27, 2026.

He stated that he was able to get two quotes this year. One from Gladfelter and one from Continental Western Group. I have attached the quote to the communication sheet.

Gladfelter's premium is \$6,767.00 higher than Continental Western Group. However, the coverage with Continental Western Group is less.

Gladfelter's blanket limit property has no coinsurance %

Whereas

CWG's blanket limit property has 90% coinsurance.

Gladfelter covers all roofs on replacement cots

Whereas

CWG covers roofs over 20 years old on actual cash value

RECOMMENDED ACTION: Due to the difference in coverage between Gladfelter and CWG, my recommendation is to accept the quote with Gladfelter in an amount not to exceed \$57,682.

Attachments Provided: Yes No

Submitted by: Natasia Diers

City of Kemmerer

Quote for Policy 05/13/26- 05/13/27

| Line of Business | 2023 Travelers | 2024 Glatfelter | 2025 Glatfelter | 2026 Glatfelter Quote | 2026 Continental Western Group Quote |
|-------------------------|--|--|--|--|--|
| Commercial Property | \$30,684 Blanket limit- \$24,355,289 | \$32,191 Blanket limit- \$26,996,525 | \$35,833 Blanket limit- \$28,076,387 | \$35,832 Blanket limit- \$29,199,443 | 36,653 Blanket limit- \$29,701,163 |
| Auto | \$13,183 | \$12,682 | \$14,041 | \$16,306 | \$9,301 |
| Inland Marine | \$1,976 | \$4,734 | \$4,912 | \$4,965 | \$4,792 |
| Crime | \$464 | \$561 | \$579 | \$579 | \$169 |
| Total Premium | \$46,307 | \$50,632 | \$55,365 | \$57,682 | \$50,915 |

Notes-

Glatfelter 4% increase- Better than the average for municipalities.

All property increased 4% for inflation

Glatfelter blanket limit property has no coinsurance %

CWG blanket limit property has 90% coinsurance

Glatfelter covers all roofs on Replacement Cost

CWG covers roofs over 20 years old on Actual Cash Value

CWG- Wyoming Cosmetic Damage to Roof Surfacing Caused by Windstorm or Hail Exclusion

Explanations-

Coinsurance in property insurance is a clause requiring policyholders to insure their property for a minimum percentage (typically 80%, 90%, or 100%) of its actual replacement value. If coverage falls below this amount at the time of loss, the insurer reduces the claim payout, forcing the owner to pay a portion of the loss.

ACV pays current market value (replacement cost minus depreciation for age/wear), resulting in lower payouts, RCV pays the full cost to repair or replace items with new materials of similar kind, without deducting depreciation.

Deductibles:

| Line | Glatfelter option |
|---------------------------|---------------------|
| Earthquake | \$25,000 |
| Flood | \$25,000 |
| Wind/Hail | Property deductible |
| Property | \$10,000 |
| Equipment (inland marine) | \$1,000 |
| Crime | \$1,000 |
| Auto Physical Damage | \$2,000 |

Deductibles:

| Line | CWG option |
|---------------------------|---------------------|
| Earthquake | Not Covered |
| Flood | Not Covered |
| Wind/Hail | Property deductible |
| Property | \$10,000 |
| Equipment (inland marine) | \$1,000 |
| Crime | \$1,000 |
| Auto Physical Damage | \$1,000 |

Flood & Earthquake coverage locations-

Glatfelter: all locations

CWG: No Coverage

Marketing Results-

Trident – Will not consider without all lines.

Chubb - due to the mixed construction (over 50% combustible construction), age of buildings, and wildfire exposure.

Travelers-Not accepting new municipalities without all lines and wildfire exposure.

EMC- Old buildings and lack of liability lines.

New
Business
(h)

AGENDA ITEM # h NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: May 11th, 2026

SUBJECT: Appointment of Lora E. Cooper City of Kemmerer Attorney

DESCRIPTION/JUSTIFICATION:

After over 12 years of exceptional service to the City of Kemmerer, City Attorney Dean Stout of Stout Law Center, LLC., will be resigning and taking on a new role as Circuit Court Judge for the Third Judicial District serving Sweetwater County.

Lora E. Cooper has been working under Dean Stout Law LLC under Dean and been doing most of the prosecuting work as part of his practice and is interested in becoming the new City Prosecuting Attorney. An engagement letter with the terms is attached, offering a monthly rate of \$2,250.

RECOMMENDED ACTION:

If Mayor Robert Bowen appoints Lora E. Cooper, Attorney at Law, as City Prosecuting Attorney, the City Council should ratify said appointment, at the rate of \$2,250 per month.

Attachments Provided: Yes No

Submitted by: Brian Muir, City Administrator

Lora E. Cooper
Attorney at Law
78 E 1525 N, Layton, UT 84041
(307) 677-2857 accoladejd@gmail.com

May 7, 2026

Mr. Brian Muir
City of Kemmerer
Kemmerer, Wyoming

RE: City Prosecutor Role

Dear Mr. Muir,

Please allow this letter to be my expression of interest in continuing as the City of Kemmerer's Prosecuting Attorney, in accordance with the previous agreement with Stout Law Center, LLC. Since Mr. Stout is taking the bench later this month, the contract will be with me (Lora E. Cooper, Attorney at Law), not with Stout Law Center, LLC, but all other portions of the agreement would remain the same, including the rate of payment of \$2250/month. I would appear for all court dates and remain available for other criminal matters as they arise.

Kindest regards,

/s/ *Lora E. Cooper*

New Business (i)

AGENDA ITEM # 6 NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: May 11th, 2026

SUBJECT: Request for Signage Wording Adjustment, Highway 30/Highway 189

DESCRIPTION/JUSTIFICATION:

The Town of Diamondville has requested that WYDOT review the signage of Highway 30 and Highway 189 South of Diamondville and Kemmerer and adjust it to identify the Highway 30 alternate route as the "Business Loop," providing clearer direction to motorists and possibly benefitting large transports and semi-truck operators, creating more efficient travel. WYDOT has asked if the City of Kemmerer would also support this.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign a letter of support to WYDOT for adjusting the wording on the existing signage to identify the Highway 30 alternate route as the "Business Loop."

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Kemmerer City Hall
220 State Highway 233
Kemmerer, WY 83101



(307) 828-2350
www.kemmerer.org

Make it Matter – Make it Better – Make it Happen

May 11th, 2026

John B. Eddins, PE
District Engineer
WYDOT District 3
3200 Elk Street
Rock Springs, WY 82901

Re: *Request for Signage Wording Adjustment—Highway 30/Highway 189 Interchange*

Dear Mr. John Eddins,

I am writing to request that WYDOT review the signage at the interchange of Highway 30 and Highway 189 South of Diamondville and Kemmerer, adjusting the wording on the existing signage to identify the Highway 30 alternate route as the “Business Loop,” which would provide clearer direction for motorists traveling through the area and distinguish the alternative alignment of Highway 30 that serves the local business corridor within our communities.

We believe this adjustment may also benefit large transports and semi-truck operators traveling through the corridor. Clear identification of the Business Loop could assist commercial drivers in recognizing the appropriate route through town, improving navigation and potentially reducing confusion at the interchange. Improved clarity would support both local access and through-traffic while maintaining efficient travel along Highway 189 and Highway 30.

We appreciate your time and consideration and your continued efforts in maintaining safe and effective transportation routes across the region. Please contact our City Administrator Brian Muir if you have any questions at 307-828-4061.

Sincerely,

Mayor Robert Bowen
City of Kemmerer

New
Business
(j)

AGENDA ITEM # j (NB) OB (CONSENT) Department: Admin-EC
Meeting Date: 5/11/26

SUBJECT: K-Town Boomers America250 Fundraiser Golf Tournament

BRIEF DESCRIPTION/JUSTIFICATION: K-Town Boomers are a non-profit organization that provides the fireworks every year for the community. As a non-profit, they will receive a \$300 discount on the regular golf tournament fee. They are requesting the City to waive the \$1,200. non-profit golf tournament fee this year.

RECOMMENDED ACTION: The recommended course of action is to maintain the standard non-profit discount.

Attachments Provided: Yes _____ No x _____

Submitted by: John Tibbetts