



TOWN COUNCIL MEETING AGENDA

EXECUTIVE SESSION AT 6:00 PM

November 18, 2025, at 7:00 PM / 250 River Circle - Alpine, WY 83128

Notice - The video and audio for this meeting are streamed live to the public via the internet and mobile devices with views that encompass all areas, participants, and audience members. Please silence all electronic devices during the meeting. Comments made on YouTube will not be answered. Please email clerk@alpinewy.gov with any questions or comments.

1. **CALL TO ORDER** - Mayor Green
2. **EXECUTIVE SESSION BEGINS AT 6:00 PM**
3. **PLEDGE OF ALLEGIANCE** – Mayor Green
4. **ROLL CALL** – Monica Chenault
5. **ADOPT THE AGENDA**

APPROVAL OF CONSENT AGENDA

Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed hereafter. There will be no separate discussion of these items unless a Council member or citizen requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

6. **CONSENT AGENDA** – Mayor Green
 - [a.](#) Town Council Minutes: November 4, 2025 Town Council Meeting Minutes
 - [b.](#) Bills to Pay Report: 11/05/2025 through 11/18/2025
 - [c.](#) Snake River MEP Invoice-009
7. **REPORTS**
 - a. Mayor's Report – Eric Green
 - b. Events Committee Report – Andrea Burchard
 - [c.](#) Engineering Report – Jorgensen Engineering
 - d. Planning & Zoning Report
 - e. Economic Development Report – Jeremiah Larsen

f. Alpine Travel & Tourism Board Report – Jeremiah Larsen

g. Lincoln County Sheriff's Report – Submitted in writing

8. WORK SESSION ITEMS

a. Utility Rate Discussion

9. ACTION ITEMS

a. Water and Sewer Extension - Creative Properties, LLC – Lot #12, Palisades Heights (160 Hwy 89):

Seeking a motion to approve the requested water and sewer extension for Creative Properties, LLC – Lot #12, Palisades Heights (160 Hwy 89).

b. Creative Properties, LLC Special Use Permit Application:

Seeking a motion to approve the Special Use Permit (SUP) for Creative Properties, LLC, allowing phased development of the proposed project as recommended by the Planning and Zoning Commission, based upon the conditions outlined in the suggested SUP Permit and adherence to all applicable provisions of the Town of Alpine LUDC.

c. Ordinance No. 2025-012 - Utility Procedure Ordinance - 2nd Reading:

Seeking a motion to approve 2nd Reading of Ordinance No. 2025-012 - Utility Procedure Ordinance.

d. Ordinance No. 2025-014 Capacity Fee Ordinance - 2nd Reading:

Seeking a motion to approve 2nd Reading of Ordinance No. 2025-014 Capacity Fee Ordinance.

e. Ordinance No. 2025-013 Utility Rate Ordinance - 2nd Reading:

Seeking a motion to approve 2nd Reading of Ordinance No. 2025-013 Utility Rate Ordinance.

f. Ordinance No. 2025-016 - Regulating The Operation Of Off-Road Vehicles Within Town Limits - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-016 - Regulating The Operation Of Off-Road Vehicles Within Town Limits.

g. Resolution No. 2025-049 - Authorizing The Expenditure Of Funds For A Concert Deposit For The Town Of Alpine's 250th Celebration:

Seeking a motion to approve Resolution No. 2025-049 - Authorizing The Expenditure Of Funds For A Concert Deposit For The Town Of Alpine's 250th Celebration.

h. Updated TextMyGov Agreement:

Seeking a motion to approve the updated TextMyGov agreement, establishing a new three-year term and updating the annual messaging allotment to 150,000 text messages per year at a total annual cost of \$2,600, and authorize Mayor Green to sign.

i. Equipment Lease - SR3X Snowcat Groomer:

Seeking a motion to approve of the Equipment Lease for the SR3X Snowcat Groomer and authorize Mayor Green to sign.

j. Resolution No. 2025-048 Authorizing The Transfer Of Funds From The SSFA Project Expenses Account To The FY 2026 Capital Projects Account:

Seeking a motion to approve Resolution No. 2025-048 Authorizing The Transfer Of Funds From The SSFA Project Expenses Account To The FY 2026 Capital Projects Account.

10. PUBLIC COMMENT

Public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity to address the Council on any topic. The Council may listen but will not take action on items raised during this time. Speakers are expected to maintain decorum and be respectful. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting.

11. ADJOURNMENT



TOWN COUNCIL MEETING MINUTES

November 04, 2025 / 250 River Circle - Alpine, WY 83128

CALL TO ORDER Mayor Green called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE: Mayor Green led the Pledge of Allegiance.

ROLL CALL: Clerk Chenault conducted roll call. **Present:** Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Councilmember Burchard was absent. A quorum was established.

ADOPT THE AGENDA

Councilmember Larsen made a motion to adopt the agenda. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, Councilmember Wierda. Motion carried.

PUBLIC HEARING

CALL PUBLIC HEARING TO ORDER

Mayor Green called the Public Hearing to order regarding the 2026 Liquor License Renewals.

LIQUOR LICENSE RENEWALS:

Mayor Green stated that, due to the length of the evening's agenda, he would call out the name of each business and ask any representatives present to raise their hands for acknowledgment. He noted that public testimony would be accepted at the end of the hearing.

Clerk Chenault confirmed that all liquor license renewal applications had been properly submitted with the required documentation. Review confirmations had been received from the Liquor Control Board for all applicants except Melvin Brewing. She explained that the Board had requested an additional report this year detailing the number of barrels produced. The report had been submitted, and the Town was awaiting final confirmation from the Liquor Control Board.

Hearing no questions for the Clerk, the Mayor proceeded to call each business for acknowledgment of representation:

- AVR On, Inc. d.b.a. Alpine Valley Resort – County Malt Beverage Permit: Applicant was absent and is not in business during the winter months.
- Ridge Creek Investment Co. d.b.a. Flying Saddle Resort – Retail Liquor License (Combination Bar & Package Store): Applicant was present.

- Get Down LLC d.b.a. Melvin Brewing Company – Microbrewery Permit (Combination Bar & Package Store): Applicant was present.
- Get Down LLC d.b.a. Melvin Brewing Company – Restaurant Liquor License: Applicant was present.
- La Cabana Del Tequila LLC – Restaurant Liquor License: Applicant was present.
- Marquina LLC d.b.a. Tienda La Mexicana – Restaurant Liquor License: Applicant was absent but arrived later in the meeting.
- Rocky Mountain Rogues Inc. d.b.a. Bull Moose Saloon – Retail Liquor License (Combination Bar & Package Store): Applicant was present.
- VR Tavern On the Greys LLC – Retail Liquor License (Combination Bar & Package Store): Applicant was present.
- Yankee Doodles LLC d.b.a. Red White & Brew – Restaurant Liquor License: Applicant was present.
- Broulim Supermarkets LLC d.b.a. Alpine Broulim's – Retail Liquor License (Package Store): Applicant was present.
- Parkland USA Corporation d.b.a. On the Run – County Malt Beverage Permit (Combination Bar & Package Store): Applicant was present.

No public testimony was given.

Clerk Chenault informed the public that two previous license holders, Driftwood and Ace Hardware, had elected not to renew their liquor licenses. She noted that Driftwood had closed as of November 25th and that Ace Hardware would also no longer be maintaining its liquor license.

She further reported that the State Liquor Division had recently provided updated information reflecting new population projections for the Town of Alpine, including the newly annexed area. With the updated population count, the Town now has one (1) retail liquor license available.

In response to a question regarding when applications for the available license would be accepted, Clerk Chenault stated that she and Assistant Clerk Greenwald would confirm the process with the Liquor Control Board. Once finalized, the Town would announce the application timeline on the Town's Facebook page.

Mayor Green opened the floor for public comment. No public comments were made.

Hearing no further questions or testimony, Mayor Green closed the Public Hearing and proceeded to the Consent Agenda.

APPROVAL OF CONSENT AGENDA: Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed hereafter. There will be no separate discussion of these items unless a Council member or citizen requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

CONSENT AGENDA

- (a) Town Council Minutes – October 21, 2025
Councilmember Larsen made a motion to approve the Town Council Meeting Minutes from October 21, 2025. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.
- (b) Bills to Pay Report – 10/21/2025–11/4/2025
Councilmember Larsen made a motion to approve the Bills to Pay Report dated 10/21/2025–11/4/2025. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.
- (c) Financial Report
Councilmember Larsen made a motion to approve the Financial Report. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried..
- (d) Snake River MEP Invoice-008
Councilmember Larsen made a motion to approve Snake River MEP Invoice-008. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

REPORTS

Mayor's Report:

Mayor Green reported that the Master Plan Open House was held the previous evening and stated that the event was very successful. He recognized several attendees from the open house and expressed appreciation for their participation.

He noted that the consultants were very pleased with the turnout, which exceeded their expectations. Conversations were productive, many questions were answered, and overall engagement was excellent.

For those unable to attend, Mayor Green reported that the information presented at the open house is available on the Master Plan website (alpine-master-plan). Residents may review all materials displayed during the event and are encouraged to reach out with any questions.

Clerk/Treasurer Report – Monica Chenault:

Clerk/Treasurer Chenault reported that much of her recent time has been devoted to wrapping up the utility billing process. She noted that, after taking a few days off, she has been catching up on additional administrative tasks resulting from her absence.

She stated that she is currently working on updating the Town's financial policies. A little over a year ago, the Town adopted the first phase of those updates, and she is now focusing on the next

steps. This includes developing accounts receivable policies, making minor adjustments to the previously adopted vendor and payables policies, and drafting credit card use policies.

Mayor Green asked if there were any questions for the Clerk. Hearing none, he thanked her for her report.

Public Works Director Report - submitted in writing

Planning & Zoning Administrator Report - submitted in writing

Code Enforcement Officer Report - submitted in writing

Council Reports

Councilmember Larsen reminded everyone that the Travel and Tourism Fall Meeting would be held Thursday at 6:00 p.m. at Town Hall. He encouraged community members to attend and provide input.

He further noted that the lodging tax will return to the ballot in 2026 and that, during the meeting, he plans to provide a three-year debrief along with an overview of future plans for the Travel and Tourism program.

Public Works Director Oral Report

In the absence of Public Works Director Craig Leseberg, who was in Casper presenting to the State Water Board, Kevin Meagher with Jorgensen Associates provided the Public Works report.

Mr. Meagher reported that the wastewater pretreatment plant is now operational and processing water. Many of the alarm issues have been addressed and significantly reduced, with only two remaining areas of concern to be reviewed under one of the JVA agenda items later in the meeting.

He stated that the disc dewatering sludge press has been performing exceptionally well, reducing the previous six truckloads of water down to a single dumpster load, greatly improving efficiency.

Mr. Meagher also reported that the radio read meter system installation is nearly complete. Antennas were installed last week and activated that evening. By the following morning, all but thirteen meters were successfully communicating with the system. The remaining meters were expected to require only minor data adjustments.

He concluded by noting that training on the new system was scheduled for the following day and expressed satisfaction that the project has reached the finish line.

Mayor Green thanked Mr. Meagher for his report.

ACTION ITEMS

Water and Sewer Extension - Creative Properties, LLC – Lot #12, Palisades Heights (160 Hwy 89):

Councilmember Larsen made a motion to approve the Water and Sewer Extension for Creative Properties, LLC – Lot #12, Palisades Heights (160 Hwy 89). Councilmember Scaffide seconded.

Dave Jenkins, representing Creative Properties, LLC, addressed the Council to request an extension for the water and sewer connections for Lot #12. He explained that although a building permit was obtained last year, construction was delayed while subdivision approval was pursued. The extension was requested to allow additional time to complete that process before beginning construction. Jenkins noted that Phase 2 of the project, which includes work-live units, is anticipated to begin in the spring pending the outcome of the extension request.

The Council discussed the statutory requirements for water and sewer extensions. Under the existing ordinance, a one-year permit may receive one one-year extension. The updated ordinance allows for a two-year permit with one possible extension. If the extension period expires without connection to water and sewer, the applicant must reapply and pay applicable fees based on the current rate schedule.

Voting Yea: Councilmember Larsen, Councilmember Wierda

Abstained: Mayor Green, Councilmember Scaffide (due to professional relationships with the applicant)

At the time of the meeting, the Town Attorney's designee, Jonathan, advised that two affirmative votes were sufficient for passage. Upon further review, it was determined that a majority vote of the Town Council members present is required for a motion to pass. As such, the motion failed.

Creative Properties, LLC Special Use Permit Application:

Marlowe Scherbel with Surveyor Scherbel presented the SUP request on behalf of Creative Properties, LLC for the Alpine Heights project. The project consists of six total units: one apartment building, three live-work units, and two commercial units.

Mr. Scherbel explained that the developers are requesting approval for phased development and townhouse-style division of ownership. Because the lot is slightly under the one-acre minimum required for a PUD, the SUP provides the necessary flexibility. He outlined the proposed phasing:

- **Phase 1:** Unit 1 – apartment building (constructed and connected to utilities)
- **Phase 2:** Units 2–4 – live-work units (anticipated construction beginning Spring 2026)
- **Phase 3:** Units 5–6 – commercial units (anticipated construction beginning Spring 2031)

He noted that all infrastructure, parking, and drainage meet Town requirements, and coordination will occur with the Building Official regarding asphalt completion and Certificates of Occupancy.

Architect Brett Bennett of Alpine Architectural Studio added that Units 2–4 each include two covered garage parking spaces and additional partially covered guest parking.

The Council expressed general support for the concept, noting that the project would provide opportunities for small businesses and address a gap in the Town’s Land Use Development Code.

Councilmember Scaffide disclosed that Creative Properties is her broker’s landlord and abstained from voting.

Voting Yea: Councilmember Larsen, Councilmember Wierda

Abstained: Mayor Green, Councilmember Scaffide

At the time of the meeting, the Town Attorney’s designee, Jonathan, advised that two affirmative votes were sufficient for passage. However, upon further review, it was determined that a majority of the Town Council members present is required for a motion to pass. **As such, the motion failed.**

Alpine Water MP Level I Study Executive Summary and the Alpine Water MP Level I Study:

Councilmember Larsen made a motion to accept Alpine Water MP Level I Study Executive Summary and the Alpine Water MP Level I Study. Councilmember Scaffide seconded.

Mayor Green introduced the study and Executive Summary, noting that the purpose of the agenda item was to formally acknowledge and accept the findings.

Clerk/Treasurer Chenault confirmed that the Council’s action constituted receipt and acceptance of the study findings and noted that additional discussion will be required in the future regarding capital project planning and implementation of the recommendations.

It was noted that the study was fully funded (100%) by the State. Mayor Green encouraged residents interested in the Town’s long-term water capacity to review the document, which confirms that the Town has sufficient available water resources and supports the future connection of the mega well to the Town’s system.

Mayor Green also suggested requesting an updated photo of the new Welcome Center from Sunrise Engineering for placement on the cover of the printed report.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

Worker's Compensation Safety & Risk Analysis:

Councilmember Scaffide made a motion to approve Worker's Compensation Safety & Risk Analysis. Councilmember Wierda seconded the motion.

Clerk/Treasurer Chenault provided background on the program, explaining that the Town was invited to participate in the Worker's Compensation Safety and Risk Analysis, which offers a 3% reduction in workers' compensation rates upon completion of an initial evaluation.

She reported that she and Public Works Director Craig Leseberg met with the program's safety representative, who conducted a site tour of Town facilities and provided a detailed report identifying several areas for improvement. Clerk Chenault noted that she, Mayor Green, and Director Leseberg will address the items identified in the report.

She stated that the experience was positive and that the program provides valuable training and ongoing support aimed at improving workplace safety and reducing long-term costs. The Town has until November 26th to complete the required corrective actions, with extensions available for larger projects if needed.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

2026 Liquor License Renewals:

Councilmember Larsen made a motion to approve the renewal of liquor licenses for the following businesses, contingent upon receipt of the final review from the State Liquor Division:

- AVR On, Inc. d.b.a. **Alpine Valley Resort** – County Malt Beverage Permit
- Ridge Creek Investment Co. d.b.a. **Flying Saddle Resort** – Retail Liquor License
- Get Down LLC d.b.a. **Melvin Brewing Company** – Microbrewery Permit
- Get Down LLC d.b.a. **Melvin Brewing Company** – Restaurant Liquor License
- La Cabana Del Tequila LLC – Restaurant Liquor License
- Marquina LLC d.b.a. **Tienda La Mexicana** – Restaurant Liquor License
- Rocky Mountain Rogues Inc. d.b.a. **Bull Moose Saloon** – Retail Liquor License
- VR Tavern On the Greys LLC – Retail Liquor License
- Yankee Doodles LLC d.b.a. **Red White & Brew** – Restaurant Liquor License
- Broulim Supermarkets LLC d.b.a. **Alpine Broulim's** – Retail Liquor License

- Parkland USA Corporation d.b.a. **On the Run** – County Malt Beverage Permit

Councilmember Scaffide seconded the motion.

Clerk Chenault confirmed that all applicants have met statutory requirements for renewal. No further discussion or public comments were made.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

Alpine Pretreatment Facility Design Assessment by JVA, Inc.:

Councilmember Scaffide made a motion to approve Alpine Pretreatment Facility Design Assessment by JVA, Inc. Councilmember Larsen seconded the motion.

Mayor Green and Clerk/Treasurer Chenault explained that the purpose of the assessment is to obtain an independent engineering review of the Pretreatment Plant's design and operations to identify potential design deficiencies or operational concerns.

Kevin Meagher of Jorgensen Associates provided additional background, noting two primary issues that have been identified:

1. Effluent Flow Concerns: Challenges with effluent flow between the new and existing MBR systems due to design and layout constraints.
2. Sludge Dewatering Press Return Flow: The sludge dewatering press generates excessive return flow when operating simultaneously with other systems, requiring limited operational windows.

Mr. Meagher stated that the JVA review is intended to evaluate these issues and provide recommendations for corrective action, which may later be forwarded to Cambrian for potential resolution or warranty consideration.

The Council agreed that obtaining a third-party assessment at this stage is a proactive and cost-effective measure to prevent future expenses. It was also noted that JVA has previously worked with the Town on related projects and is familiar with the facility.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

Ordinance No. 2025-012 - Utility Procedure Ordinance - 1st Reading:

Councilmember Larsen made a motion to approve first reading of the Utility Procedure Ordinance Councilmember Wierda seconded the motion.

Mayor Green introduced the Utility Procedure Ordinance, noting that the document had undergone extensive review by Clerk/Treasurer Chenault, Public Works Director Craig Leseberg, Melody Leseberg, Councilmember Wierda, and others, with formatting completed by Assistant Clerk Sarah Greenwald.

Clerk/Treasurer Chenault explained that the purpose of the ordinance is to separate procedural requirements from the fee structure, which will now be adopted through a standalone Fee Ordinance. This approach will allow future fee adjustments without requiring amendments to the procedural document.

Councilmember Wierda identified several areas requiring minor clarification, including language related to prohibited discharges and consistency between penalty and fee references. Staff confirmed these updates will be incorporated prior to second reading.

Councilmembers expressed appreciation for the substantial teamwork involved in preparing the revised ordinance.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried. Ordinance No. 2025-012 passed on first reading.

Ordinance No. 2025-014 Capacity Fee Ordinance - 1st Reading:

Councilmember Scaffide made a motion to approve first reading of Ordinance No. 2025-014 – Capacity Fee Ordinance. Councilmember Larsen seconded the motion.

Clerk/Treasurer Chenault explained that the Capacity Fee Ordinance was developed by Raftelis Financial Consultants as part of their contracted work for the Town. The document has been reformatted into the Town’s standard ordinance structure, and the associated fee schedule will be adopted separately through the Fee Ordinance.

She noted that the meter fee ratios included in the ordinance align with the ratios recommended by Raftelis to maintain consistency across all utility-related documents. Councilmembers confirmed that the ordinance applies specifically to development-related capacity fees for new water and sewer connections.

Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried. Ordinance No. 2025-014 passed on first reading.

Ordinance No. 2025-013 Utility Rate Ordinance - 1st Reading:

Councilmember Larsen made a motion to approve first reading of Ordinance No. 2025-014 – Utility Rate Ordinance. Councilmember Wierda seconded the motion.

Councilmember Scaffide raised questions regarding the proposed fire suppression readiness-to-serve fee, noting that it is a new charge. She stated that while she supports requiring commercial and industrial properties to contribute toward the infrastructure that provides fire suppression capabilities, she questioned whether single-family residences should be included. She suggested differentiating between residential and non-residential users and conducting research on how other municipalities structure similar fees prior to the second reading.

Clerk/Treasurer Chenault explained that properties with dedicated fire suppression lines currently do not pay capacity or meter fees for that service, despite benefiting from the Town's infrastructure. The intent of the readiness-to-serve fee is to ensure fairness in contributing to system maintenance. The Council agreed to further evaluate the fee structure and research potential adjustments before the next meeting.

Councilmember Scaffide also expressed broader concerns regarding the proposed rate increases, citing prior rate adjustments in 2022 and ongoing financial pressures on residents. She emphasized that many residents may be unaware of the proposed increases and encouraged improved public outreach prior to final adoption.

Mayor Green and Clerk Chenault responded that the Town is facing budget shortfalls in both the water and sewer enterprise funds, due in part to increased operational costs associated with the pretreatment facility and existing loan obligations. They stressed the importance of finalizing accurate cost projections before the second reading and noted that staff is preparing spreadsheets to analyze rate impacts across different customer categories.

Public Comment:

Troy Johnson, Alpine resident and business owner, expressed opposition to the proposed 25% rate increase, stating that residents should not bear costs associated with the pretreatment facility. He also raised concerns regarding limited public notification, recommending that the Town consider direct mailers or flyers to ensure broader awareness of future rate discussions.

Mayor Green thanked Mr. Johnson for his comments and encouraged residents to sign up for Town text alerts, review public notices, and attend meetings. He reiterated that no final decision has been made and that additional review will occur prior to the second reading.

Voting Yea: Mayor Green, Councilmember Larsen, and Councilmember Wierda.

Voting Nay: Councilmember Scaffide

Motion carried. Ordinance No. 2025-013 passed on first reading.

GENERAL PUBLIC COMMENT:

Patricia McQuade, resident of Alpine, addressed the Council regarding the excavation work occurring on the charter school property. Ms. McQuade expressed concern about whether proper procedures had been followed prior to excavation and questioned whether the Town Council had voted to approve the business plan before the permit was issued. She noted that Town Legal

Counsel, Mr. Sanderson, had advised that no excavation should occur until all lease obligations were fulfilled and asked what actions were taken following that guidance.

Mayor Green clarified that Mr. Sanderson’s comments were provided before any excavation took place and were intended to ensure the process was handled correctly. He explained that the business plan was reviewed by the Mayor, forwarded to the Council, and determined to be sufficient prior to the issuance of the permit. While formal Council acceptance was not a requirement under the lease, he stated that the item was placed on the agenda for transparency and to clearly document the action in the public record.

Ms. McQuade stated that she believed the approval process should occur publicly before permits are issued and expressed concern that some Council votes may appear to take place after decisions have effectively been made.

Mayor Green reiterated that the process was followed appropriately and emphasized the Town’s commitment to transparency.

No further public comment was received.

ADJOURNMENT

Councilmember Larsen made a motion to adjourn. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried. Meeting adjourned at 8:38PM.

MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:

Sarah Greenwald, Town Assistant Clerk

Date

Attest:

Monica L. Chenault, Town Clerk

Date

Minutes approved in a legally advertised meeting on November 18th, 2025

Signed:

Attest:

Eric Green, Mayor

Monica L. Chenault, Town Clerk

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 11/5/2025 - 11/18/2025

Page: 1
Nov 13, 2025 02:27PM

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/25	11/18/2025	0	1530	Lincoln County Water Quality Lab	51-20100	81.00
11/25	11/18/2025	0	340	Altitude Air, LLC	10-20100	3,158.00
11/25	11/18/2025	0	570	Broulims-Alpine	10-20100	551.94
11/25	11/18/2025	0	1070	Gray Bear Productions, LLC	10-20100	25,000.00
11/25	11/18/2025	0	1310	Jenkins Building Supply	10-20100	498.86
11/25	11/18/2025	0	1510	Lincoln County Sheriff's Office	10-20100	706.50
11/25	11/18/2025	0	1680	Norco, Inc	10-20100	40.92
11/25	11/18/2025	0	250	Alpine Ace Hardware	52-20100	1,925.94
11/25	11/18/2025	0	2590	Western States Equipment	10-20100	1,276.98
11/25	11/18/2025	0	2890	High Country Linen	52-20100	239.79
11/25	11/18/2025	0	3340	Ahren Schultheis	52-20100	1,000.00
11/25	11/18/2025	0	3530	Westbank Sanitation	10-20100	312.66
11/25	11/18/2025	0	3570	Hunt Construction, Inc	10-20100	5,640.00
11/25	11/18/2025	0	3475	Leseberg, Craig	51-20100	457.79
11/25	11/18/2025	0	3900	Peak Water Services, LLC	52-20100	1,435.00
11/25	11/18/2025	0	3940	PEAC Solutions	10-20100	282.98
11/25	11/18/2025	0	3990	Tara Bender	10-20100	33.23
11/25	11/18/2025	0	4090	Pacific Office Automation	10-20100	220.88
11/25	11/18/2025	0	4150	Yost	52-20100	158.96
11/25	11/18/2025	0	4170	Stelting & Gross Attorneys at Law	52-20100	2,637.50
11/25	11/18/2025	0	4280	Commercial Tire, Inc.	10-20100	409.80
11/25	11/18/2025	0	4300	Mountain States Capital	10-20100	39,900.00
11/25	11/18/2025	0	4310	Burchard, Dave	10-20100	200.00
11/25	11/18/2025	0	620	Caselle	10-20100	3,097.00
11/25	11/18/2025	0	860	Dry Creek Enterprises, Inc	10-20100	408.00
11/25	11/18/2025	0	2390	USABlueBook	52-20100	3,627.26
11/25	11/18/2025	0	1430	Kubwater Resources, Inc.	52-20100	2,280.71
11/25	11/18/2025	0	670	David Burchard	10-20100	99.99
11/25	11/18/2025	0	790	Suncore Construction and Materials, Inc.	10-20100	3,382.87
11/25	11/18/2025	0	980	FP Mailing Solutions	10-20100	149.85
11/25	11/18/2025	0	2140	SVI Media	10-20100	1,247.75
11/25	11/18/2025	0	1810	Parkland USA Corporation	10-20100	1,481.67
11/25	11/05/2025	20589	410	AT&T MOBILITY	10-20100	622.28 M
11/25	11/10/2025	20590	3780	The Bancorp	10-20100	8,053.61 M
11/25	11/05/2025	20592	2880	Xpress Bill Pay	10-20100	645.94 M
11/25	11/06/2025	20740	4130	Snake River MEP Complete	52-20100	43,170.68
Grand Totals:						154,436.34

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-20100	280.22	95,429.48-	95,149.26-
10-42-325	503.86	.00	503.86
10-42-335	1,192.33	.00	1,192.33
10-42-350	869.25	.00	869.25
10-42-370	83.62	.00	83.62
10-42-405	149.85	.00	149.85
10-42-410	52.98	.00	52.98
10-45-411	197.00	.00	197.00

M = Manual Check, V = Void Check

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 11/5/2025 - 11/18/2025

Page: 2
Nov 13, 2025 02:27PM

GL Account	Debit	Credit	Proof
10-48-410	28.50	.00	28.50
10-48-415	64,900.00	.00	64,900.00
10-50-350	38.00	.00	38.00
10-54-333	5,943.24	.00	5,943.24
10-54-334	3,854.99	80.00-	3,774.99
10-54-351	1,686.78	.00	1,686.78
10-54-454	410.67	.00	410.67
10-54-455	410.67	.00	410.67
10-56-319	706.50	.00	706.50
10-56-452	44.11	.00	44.11
10-56-454	33.23	.00	33.23
10-58-330	120.21	.00	120.21
10-58-332	271.19	.00	271.19
10-58-334	3,158.00	.00	3,158.00
10-58-410	803.84	37.54-	766.30
10-58-411	9.68	.00	9.68
10-58-450	49.30	.00	49.30
10-58-454	311.68	.00	311.68
10-65-332	479.78	.00	479.78
10-65-452	260.00	48.32-	211.68
10-65-454	349.11	114.36-	234.75
10-66-424	145.50	.00	145.50
10-90-541	312.00	.00	312.00
10-95-640	8,053.61	.00	8,053.61
51-20100	.00	2,540.83-	2,540.83-
51-42-335	887.31	.00	887.31
51-42-370	281.16	.00	281.16
51-42-395	457.79	.00	457.79
51-42-410	61.77	.00	61.77
51-80-320	81.00	.00	81.00
51-80-332	260.40	.00	260.40
51-80-452	168.30	.00	168.30
51-80-453	22.99	.00	22.99
51-80-454	320.11	.00	320.11
52-20100	4.16	56,750.41-	56,746.25-
52-42-335	853.84	.00	853.84
52-42-370	281.16	.00	281.16
52-42-410	52.99	.00	52.99
52-82-332	1,495.52	.00	1,495.52
52-82-454	252.20	.00	252.20
52-82-455	300.11	4.16-	295.95
52-83-332	5,691.49	.00	5,691.49
52-84-110	1,000.00	.00	1,000.00
52-84-320	61.32	.00	61.32
52-84-332	750.34	.00	750.34
52-84-454	44.11	.00	44.11
52-84-500	11.15	.00	11.15
52-90-541	45,956.18	.00	45,956.18
Grand Totals:	155,005.10	155,005.10-	.00

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 11/5/2025 - 11/18/2025

Page: 3
Nov 13, 2025 02:27PM

Dated: _____

Mayor: _____

Council: _____

Treasurer: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"



TO: Mayor Green
Town of Alpine

November 12, 2025

RE: **Snake River MEP Invoice-009**
Pretreatment Plant Process Piping Systems
JA Project No. 23001

Mayor Green,

Attached is Snake River MEP's Wastewater Pretreatment Plant time and material Invoice-009 for review and payment. Invoice-009 of \$5,434.07 includes; \$880.48 in materials, \$3,942.50 in labor and \$611.09 in overhead and profit.

Known Items to finish;

- 1) Acid pH piping
- 2) Hot Water Heater controller replacement
- 3) Screen Room gas detector sensor troubleshooting

Possible items to do (JVA Consulting & Cambrian Innovation to determine);

- a) De-Watering Press effluent piping

Please contact me with any questions or concerns you may have regarding this invoice or any other items concerning this project.

Respectfully,

Kevin Meagher
Owner's Representative

Enclosures:

Snake River MEP Invoice-009
Conditional Lien Release



T&M Billing # 009

Attention: Kevin Meagher

Company: Jorgensen

Regarding: Alpine WWTP

Subject: Alpine WWTP T&M Billing #008 10/27-11/7

From: Casey Rammell

Pages: 1

Date: 11/10/2025

MATERIAL				
Line Item	QTY	Rate	TOTAL	
Material	1	880.48	\$880.48	
Total Material Change:			\$880.48	
LABOR				
Labor: Service Tech	0	175	\$0.00	
Labor: Control Tech	0	155	\$0.00	
Labor: Mech/Elec/Plb. Journeyman	17	130	\$2,210.00	
Labor: Mech/Elec/Plb. Apprentice	16.5	105	\$1,732.50	
Subtotal Labor:			\$3,942.50	
Subtotal:			\$3,942.50	
Overhead		5%	\$197.13	
Subtotal:			\$4,139.63	
Profit		10%	\$413.96	
Total Labor Change:			\$4,553.59	
Total Amount(Material + Labor):			\$5,434.07	

Total Debit - Credit

\$5,434.07

All prices valid for 30 days, time extensions are requested on all change orders. We appreciate the opportunity to work with you. Please let us know if there are any questions or comments.

Regards,

Casey Rammell
President

Snake River Supply, LLC			
Project:	Alpine WWTP	11/10/2025	
Invoice:	AWWTP MAT # 009	10/27-11/07	
Line Item	Description	QTY	Amount
1	4 316 SS 150# RR FF 1/8 FLG PKG	5	\$437.48
2	BOLT-PAK W/RED RUB GASKET 150# 4"	4	\$219.85
3	LEV T5320-W 15A TMPR RESI DPX	1	\$3.19
4	APP 2510 HANDY BOX CVR DPLX	1	\$2.21
5	APP 4CS12 DRWN HNDYBX 1-78D12	1	\$5.02
6	CUSTOM PIPE MARKERS	18	\$212.73
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
	SUBTOTAL		\$880.48

Daily Report (1) #67

Name	10/30/25
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	10-30-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
30 Oct 06:00 AM	 Clear	20°F	0.0"	92%	4 mph
30 Oct 12:00 PM	 Sunny	37°F	0.0"	67%	1 mph
30 Oct 04:00 PM	 Sunny	48°F	0.0"	48%	7 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
Mick Rammell		1	1.0 hrs.	1.0 hrs.	2100 Electrical/Controls	Added outlet in MBR for new PC
Total				1.0 hrs.		

Equipment Log

Description	Hours Used	Time Delivered	Time Removed	Notes
-------------	------------	----------------	--------------	-------

Material Delivery

Description	Quantity	Unit	Unit cost	Total cost	Notes
Platt	1.0			0.0 USD	
Total				0.0 USD	

Activity Log

Section 6, Itemc.

Activity Percent Complete Notes

Attachments

Signature

Signed by Mick Rammell - Snake River MEP Complete
on October 30, 2025 07:53 AM from Mick Rammell's device



Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on October 30, 2025 11:25 AM from Hubert (Jess) Williams's device

Jess Williams

Daily Report (1) #68

Name	10/29/2025
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	10-30-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
30 Oct 06:00 AM	 Clear	20°F	0.0"	92%	4 mph
30 Oct 12:00 PM	 Sunny	37°F	0.0"	67%	1 mph
30 Oct 04:00 PM	 Sunny	48°F	0.0"	48%	7 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
AJ Smith		1	4.0 hrs.	4.0 hrs.	1100 Dry Side Mechanical	Worked on building duct to drop exhaust close to floor
Jess Williams		1	1.0 hrs.	1.0 hrs.	4100 Supervisory Labor	
Total				5.0 hrs.		

Equipment Log

Description	Hours Used	Time Delivered	Time Removed	Notes
-------------	------------	----------------	--------------	-------

Material Delivery

Section 6, Itemc.

Description	Quantity	Unit	Unit cost	Total cost	Notes
-------------	----------	------	-----------	------------	-------

Activity Log

Activity	Percent Complete	Notes
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Attachments

Signature

Signed by AJ Smith - Snake River MEP Complete
on October 30, 2025 08:13 AM from AJ Smith's device

AJSmith

Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on October 30, 2025 11:25 AM from Hubert (Jess) Williams's device

Jess Williams

Daily Report (1) #69

Name	10/30/2025
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	10-30-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
30 Oct 06:00 AM	 Clear	20°F	0.0"	92%	4 mph
30 Oct 12:00 PM	 Sunny	37°F	0.0"	67%	1 mph
30 Oct 04:00 PM	 Sunny	48°F	0.0"	48%	7 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
AJ Smith		1	1.5 hrs.	1.5 hrs.	1100 Dry Side Mechanical	Finished shop duct fab on exhaust duct
Total				1.5 hrs.		

Equipment Log

Description	Hours Used	Time Delivered	Time Removed	Notes
-------------	------------	----------------	--------------	-------

Material Delivery

Description	Quantity	Unit	Unit cost	Total cost	Notes
-------------	----------	------	-----------	------------	-------

Activity Log

Section 6, Itemc.

Activity Percent Complete Notes

Attachments

Signature

Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on October 31, 2025 08:33 AM from Hubert (Jess) Williams's device

Jess Williams

Signed by AJ Smith - Snake River MEP Complete
on October 30, 2025 02:49 PM from AJ Smith's device

AJ Smith

Daily Report (1) #70

Name	11/3/2025
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	11-03-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
03 Nov 06:00 AM	 Clear	27°F	0.0"	85%	3 mph
03 Nov 12:00 PM	 Sunny	54°F	0.0"	43%	6 mph
03 Nov 04:00 PM	 Sunny	60°F	0.0"	28%	15 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
AJ Smith		1	0.5 hrs.	0.5 hrs.	1100 Dry Side Mechanical	Bent up some angle for the guys on tuesday
Mick Rammell		1	1.0 hrs.	1.0 hrs.	1100 Dry Side Mechanical	Loaded and delivered duct to job
Total				1.5 hrs.		

Equipment Log

Description	Hours Used	Time Delivered	Time Removed	Notes
-------------	------------	----------------	--------------	-------

Material Delivery

Section 6, Itemc.

Description	Quantity	Unit	Unit cost	Total cost	Notes
-------------	----------	------	-----------	------------	-------

Activity Log

Activity	Percent Complete	Notes
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Attachments

Signature

Signed by AJ Smith - Snake River MEP Complete
on November 03, 2025 03:15 PM from AJ Smith's device

AJ Smith

Signed by Mick Rammell - Snake River MEP Complete
on November 04, 2025 03:44 PM from Mick Rammell's device

Mick Rammell

Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on November 05, 2025 08:17 AM from Hubert (Jess) Williams's device

Jess Williams

Daily Report (1) #71

Name	11/4/25
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	11-04-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
04 Nov 06:00 AM	 Clear	36°F	0.0"	61%	4 mph
04 Nov 12:00 PM	 Partly Cloudy	49°F	0.0"	53%	11 mph
04 Nov 04:00 PM	 Cloudy	47°F	0.0"	62%	12 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
	Jorge Vazquez	1	5.0 hrs.	5.0 hrs.	1100 Dry Side Mechanical	Installed duct in class 1 room to pull air from the floor
	Edgar Dominguez	1	5.0 hrs.	5.0 hrs.	1100 Dry Side Mechanical	Edgar Helped install duct
Mick Rammell		1	1.0 hrs.	1.0 hrs.	2100 Electrical/Controls	Looked at duct that the guys ran and found that the supply and exhaust fans where not running
Jess Williams		1	1.0 hrs.	1.0 hrs.	4100 Supervisory Labor	
Total				12.0 hrs.		

Equipment Log

Section 6, Itemc.

Description	Hours Used	Time Delivered	Time Removed	Notes
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Material Delivery

Description	Quantity	Unit	Unit cost	Total cost	Notes
-------------	----------	------	-----------	------------	-------

Activity Log

Activity	Percent Complete	Notes
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Attachments

Signature

Signed by Mick Rammell - Snake River MEP Complete
on November 04, 2025 03:47 PM from Mick Rammell's device



Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on November 05, 2025 08:22 AM from Hubert (Jess) Williams's device

Jess Williams

Daily Report (1) #72

Name	11/5/25
Status	Approved
Assignee	Hubert (Jess) Williams (HWI)
Date	11-06-2025

Weather

Time	Condition	Temperature	Precipitation	Humidity	Wind
06 Nov 06:00 AM	 Cloudy	37°F	0.0"	82%	9 mph
06 Nov 12:00 PM	 Cloudy	41°F	0.0"	67%	10 mph
06 Nov 04:00 PM	 Rain	38°F	0.02"	78%	10 mph

General Info

Any schedule delays? ☐

Any weather impact? ☐

Any accidents on site? ☐

Any injuries reported? ☐

General notes

Constraints

Work Log

Employees	Other Employees	Quantity	Hours	Work hours	Cost Code	Description
	Jorge Vazquez	1	3.25 hrs.	3.25 hrs.	1100 Dry Side Mechanical	Wrapped duct
	Edgar Dominguez	1	3.25 hrs.	3.25 hrs.	1100 Dry Side Mechanical	Wrapped duct
Mick Rammell		1	0.5 hrs.	0.5 hrs.	2100 Electrical/Controls	Picked up tools and leftover parts
Jess Williams		1	1.0 hrs.	1.0 hrs.	4100 Supervisory Labor	
Total				8.0 hrs.		

Equipment Log

Section 6, Itemc.

Description	Hours Used	Time Delivered	Time Removed	Notes
-------------	------------	----------------	--------------	-------

Material Delivery

Description	Quantity	Unit	Unit cost	Total cost	Notes
-------------	----------	------	-----------	------------	-------

Activity Log

Activity	Percent Complete	Notes
----------	------------------	-------

Attachments

Signature

Signed by Mick Rammell - Snake River MEP Complete
on November 06, 2025 07:08 AM from Mick Rammell's device



Signed by Hubert (Jess) Williams - Vice President/Project Manager, Snake River MEP
on November 06, 2025 10:04 AM from Hubert (Jess) Williams's device

Jess Williams

CONTRACTOR'S CONDITIONAL WAIVER AND LIEN RELEASE

Upon receipt by the undersigned company of a PAYMENT from the Town of Alpine (owner) in the sum of \$ 5,434.07 payable to **Snake River MEP**, and when the check has been properly endorsed and paid by the bank upon which it is drawn, this document shall become effective to waive and release any mechanic's lien, stop notice or bond right the undersigned has on the job of the owner located at 281 Buffalo Drive, Alpine, Wyoming, up and through **this date of** 11-7-2025, except that the waiver and release does not cover any retainage, items furnished after said date, or any unpaid change orders or disputed claims.

CONTRACTOR

Snake River MEP

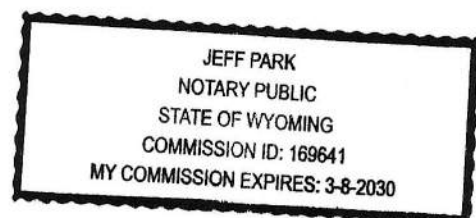
[Signature]
(Signature)

Vice President
(Title)

Subscribed and sworn to me on this 11th Day of November, 2025

NOTARY:

Jeff Park
Notary Public for the State of Wyoming
My commission Expires on: 3-8-2030



WWPT - Snake River MEP Invoice Summary

<u>Cost</u>	<u>Labor</u>	<u>Materials</u>	<u>O/P</u>	<u>Invoice #</u>	<u>Date</u>	<u>Labor Hours</u>
\$47,169.00	\$33,568.75	\$8,397.38	\$5,203.16	#-001	7/9/2025	231.25
\$54,004.00	\$37,002.50	\$11,265.95	\$5,735.10	#-002	7/25/2025	276.75
\$62,375.00	\$40,915.00	\$15,118.15	\$6,341.85	#-003	8/5/2025	314.25
\$31,155.55	\$18,872.50	\$9,357.81	\$2,925.24	#-004	8/20/2025	141.50
\$68,808.75	\$28,365.00	\$36,047.17	\$4,396.58	#-005	9/3/2025	222.00
\$33,296.32	\$26,274.25	\$2,949.56	\$4,072.51	#-006	9/25/2025	390.00
\$7,075.75	\$4,722.50	\$1,621.26	\$731.99	#-007	10/1/2025	34.50
\$43,170.68	\$11,278.75	\$30,143.72	\$1,748.21	#-008	10/29/2025	74.00
<u>\$5,434.07</u>	<u>\$3,942.50</u>	<u>\$880.48</u>	<u>\$611.09</u>	#-009	11/11/2025	<u>33.50</u>
\$352,489.12	\$204,941.75	\$115,781.48	\$31,154.64			1,717.75

Town of Alpine Monthly Engineer's Report

Council Meeting: November 18, 2025
Submitted By: Kevin Meagher
Engineering Owner Representative
Prepared On: November 12, 2025

Summary of Work

Water Fund:

1. AMI Radio Read Project:

- Wyoming DEQ asked for a design and permit application for the 8" Targhee Village water meter. Survey and arial photos are scheduled for Friday 11/14/25.
- Large water meters for Wells 1,2, 3 & 4 are supposed to arrive this month. Public Works staff and Core and Main will install and program after electrical outlets are installed.
- Town staff was trained on the water meter software, Neptune-360
- Public Works staff to notify water meter customers of possible leaks that new software identified as continuous flow meters.
- Core and Main is working on billing that the Town can review for payment
- Public Works is working on getting last water meters installed

2. Water Permitting:

- DEQ permitting AWD-4 Well to be budgeted by Jorgensen and reviewed by Town

3. North Water Main Connection:

- Public Works Director attended the Casper Water Development Commission and Select Water Committee meeting and received their recommendation to fund Well-4 connection to the Town's water system. Now the State legislature will decide if it will be funded.

Sewer Fund:

1. Pre-Treatment Plant Update:

- Plant is operational but is having some control alarm issues, Cambrian is adjusting the program as needed.
- Control Engineers is working on updating the SCADA software and programming for the new generator, HVAC controls and Half-Plant operation PLC work.
- Cambrian is asking Town Operator for more specific testing to identify the dissolved oxygen system problems

- Cambrian has been notified of possible design problems with the De-Watering press and MBR effluent pressure
- JVA Consulting kicked off the first design issue meeting Friday 11/14/25
- Jorgensen has been sharing information with performance bond mechanical/electrical/plumbing consultant and the Town's lawyer

2. Waste Water Treatment Plant:

- JVA Consultants working with Town staff and Jorgensen on replacement costs for troublesome and costly 17-year old UV disinfectant system

Development:

- RV Resort Lodge storm water storage system is being reviewed

Town of Alpine

Section 7, Itemg.

10/1/25 to 10/31/25

Citations	5 Citations 0 Warnings
CFS/Law Incidents	142
Special Patrol	49

Animal Problem	3	Abandoned Vehicle	2
Agency Assist	2	Auto Accident	10
Aircraft		Civil papers/execution	
Alarms	6	Citizen Dispute	
Assault		Civil Standby	
Burglary		Custodial interference	
Citizen Assist	3	Domestic Violence	5
Alcohol problems		Child abuse	
Controlled Burn	8	Disturbance	1
Controlled Substance		Game & Fish	1
Drugs	1	Harassing	
E911	13	Fire / Fireworks	1 /
Fraud	2	Field contact	1
Information	2	Patient transport	
Property damage	2	Lost/Found Property	
Lost/Found Animal		Parking problem	1
Livestock/lock out	3 / 1	Juvenile problem	
Mental subject		Medical/Dead body	3 /
Littering		Missing person/Kidnap	/ 1
Noise	1	REDDI	5
Reckless driving	8	Motorist assist	1
Smoke Investigation	2	Prisoner transport	
Robbery		Security check / Text	/ 2
Sex offense/Stalking		Suspicious	3
Search/LE/PR	1 /	Vehicle theft /Repo	
Suicidal Subject		Threatening	
Traffic stop		Weapon offence	
Traffic hazard	3	Trespassing	1
Theft		Vandalism	
Traffic offense	21	Utility problem	
Transfer patient	13	Welfare Check	2
Vin Inspection	6	Warrant	1
VIN Stamp		Utility problem	

TOWN OF ALPINE – STAFF REPORT

Subject: Utility Rate Adjustments – 2025 Water & Wastewater Rates

Prepared For: Town Council

Prepared By: Monica Chenault

Date: 11/13/2025

I. PURPOSE OF REPORT

The purpose of this report is to summarize the findings from the Town’s Water and Wastewater Rate Studies, evaluate the financial condition of the Town’s utility enterprise funds, and document the justification for the 2025 utility rate increases suggested under Ordinance 2025-013. This report outlines the financial, operational, and regulatory factors necessitating the rate adjustments.

II. BACKGROUND

The Town of Alpine operates its water and wastewater utilities as self-sustaining enterprise funds. Wyoming State Statute and accepted utility-finance standards require each utility to fully recover its direct and indirect operating costs, system maintenance, regulatory compliance costs, capital needs, depreciation, and debt service.

In 2023–2024, the Town contracted with MAP to perform comprehensive rate studies for both systems using multi-year audited financials, system usage data, treatment plant performance data, and projected future needs.

Both studies concluded that the existing rate structures were insufficient to sustain operations, maintain compliance with state and federal requirements, address increased treatment demands, or support the capital reinvestment needed to keep both systems functional.

III. SUMMARY OF WHY WATER RATES WERE INCREASED

1. Water Fund Operating Deficit

The Water Rate Study identified an operating deficit of \$143,343 in 2023, with annual revenues of approximately \$545,000, well below the \$748,000 minimum required for a healthy operating ratio (1.1–1.2). The shortfall prevented the fund from meeting fixed operating costs, regulatory requirements, and maintenance obligations.

2. Base Rates Did Not Cover Fixed Costs

The prior flat residential base rate of \$31.00 covered only salaries and benefits, leaving other fixed costs—chemicals, electricity, equipment, maintenance, and regulatory testing—unfunded. This resulted in chronic under-recovery.

3. Ratepayer Inequity

The rate study revealed that:

- Low-use customers overpaid by 4.71%, and
- High-use customers underpaid by 6.99%

This imbalance necessitated restructuring the base rate and usage rate to better align costs with actual system demand.

4. Meter-Based Base Rates Were Required

MAP recommended restructuring the base rate to reflect meter size, as larger meters require larger system capacity. The lack of meter-based pricing resulted in residential users subsidizing commercial and high-capacity customers. The new ordinance implements a meter-specific rate schedule to restore fairness.

5. Capital Planning Needs – Mega Well & System Expansion

The Town must invest in long-term water source reliability, including bringing the new “mega well” into service. Current engineering estimates place the tie-in cost at approximately \$400,000, exclusive of remaining well construction and development costs.

Capacity Fee Restrictions:

The Town is in the process of adopting a capacity fee structure designed to ensure that new development pays for expansion-related capital improvements. However:

- Capacity fees are restricted revenue.
- They may only be used for expansion, not operations.
- They cannot be used for salaries, chemicals, electricity, testing, maintenance, repairs, or debt coverage.

Because capacity fee revenue must be reserved for expansion needs such as the mega-well tie-in, these funds do not offset the utility’s operating deficit and reinforce the necessity of increasing monthly rates.

6. Required Operating Revenue Correction

The Utility Rate Logic analysis shows that the Town’s updated rate structure increases water revenues from \$510,828 to \$749,543.60 (47% increase). This revenue level is

necessary to stabilize the fund, achieve an appropriate operating ratio, and meet long-term financial obligations.

IV. SUMMARY OF WHY WASTEWATER RATES WERE INCREASED

1. Operating Ratio Below Standards

The wastewater fund's three-year operating ratio averaged 0.99, below the recommended 1.2 threshold needed for long-term operational health, regulatory resilience, and loan eligibility.

2. Increased Sludge, BOD, and Treatment Demands

The wastewater plant has experienced increased organic loading, higher sludge volumes, more frequent membrane cleaning, and increased chemical and disposal costs. These pressures raise the cost of routine operations.

3. Capital Planning and Capacity Fee Restrictions

Wastewater expansion costs must be funded through capacity fees, which are restricted revenue. Wastewater capacity fees can be used only for:

- Plant expansions,
- Capacity increases,
- Equipment or system upgrades required by growth.

They cannot be used for:

- Labor,
- Chemicals,
- Membrane cleaning,
- Sludge hauling,
- Routine operations,
- Regulatory sampling or reporting,
- Debt coverage.

Because capacity fees are restricted, they do not relieve the wastewater fund's operational cost burden or reduce the need for monthly rate increases. Historically, connection fees were utilized as operating revenue. The new rate ordinance decreases these fees by approximately 90%.

V. MELVIN BREWING IMPACTS

A. Melvin’s Required Responsibilities

Under the Town’s Pretreatment Agreement, Melvin Brewing is required to pay all operating costs directly associated with pretreatment, including:

- Pretreatment system operation and maintenance,
- Sampling, monitoring, DEQ compliance testing,
- Chemicals and consumables,
- Labor associated with pretreatment,
- Any exceedance or violation costs,
- All increased costs attributable to their discharge.

These costs are not paid by ratepayers and are not included in the 2025 rate increase.

B. Pretreatment Impact Study Underway

The Town is conducting a Pretreatment Impact Study to determine Melvin’s fair and proportional share of:

- Pretreatment operating costs,
- Sludge hauling attributable to Melvin,
- Pretreatment facility debt service,
- Capital replacement and depreciation.

These costs will be assigned to Melvin according to the agreements that the Town of Alpine has with Melvin Brewing.

C. Clarification for the Public

The 2025 wastewater rate increase does not include any Melvin pretreatment costs. It applies only to the general wastewater system’s operating costs and does not subsidize Melvin’s pretreatment impact. To date the Town has utilized Capital Lease and Sewer Reserve Funds to pay for the construction of the pretreatment plant. Beginning October 1, 2025 (as agreed at start-up of the pretreatment plant), Melvin began paying a flat rate of \$12,000.00 per month for sewer.

VI. PUBLIC PROCESS

The Town reviewed rate study findings and financial data across multiple work sessions, Council meetings, committee meetings, and public hearings. Ordinance 2025-013 was adopted following the required three readings per W.S. § 15-1-115.

VII. RECOMMENDATION

Staff recommend affirming that the updated rate structure:

1. Corrects structural revenue deficiencies,
2. Ensures fairness among ratepayers,
3. Avoids cross-subsidization,
4. Funds regulatory and operating requirements,
5. Prepares the utilities for long-term capital needs, including the \$400,000 mega-well tie-in,
6. Ensures Melvin continues to pay all pretreatment costs,
7. Maintains the financial stability of the enterprise funds.

VIII. ATTACHMENTS

- Water Rate Study (MAP)
- Wastewater Rate Study (MAP)
- Water Operating Budget
- Sewer Operating Budget
- System Rate Comparision

Alpine Water Rate Study Summary

Background Information

- The rate study is as accurate as the figures that were given to MAP.
- There are a total of 925 accounts used for the rate study – residential.
- 260 accounts showed 0 metered usage.
- The current rates are residential base rate at \$31.00 and usage at \$2.00 per 1000 gallons. No commercial rates are currently in place.
- Usage was used from January 2023 to December 2023.
- Financial information came from the 2021, 2022, and 2023 actuals.
- Other sources are usage per account over a 12-month period, loans, and reserves.

Rate Study

- A fairness check was performed to spread the burden fairly among the customers.
 - The fairness check should be within $\pm 2\%$.
- Most of the people are paying their fair share; however, the lowest residential users are overpaying 4.71% and the highest residential users are underpaying 6.99%, respectively.
- With the current rates and usage, the city will collect around \$545,000.
- The recorded usage was more than 97,000,000 gallons.
- The current base rate charge only covers the costs of salaries and benefits and does not address other fixed costs

Rate Analysis

- 2021, 2022, actual financials were even and the 2023 actuals showed a deficit of \$143,343.
- Based on MAP's projection, the water revenue should be at minimum \$748,000.
- EPA would consider a combined annual water and wastewater bill of less than 4.5% of MHI to be affordable.
 - MHI: \$79,750, EPA Affordable: 4.5%, Affordable Cost: \$3,588
 - Average Usage for Residential: 12236 gallons per month, Average Residential Bill: \$55.47/month.
- Residential Rates
 - **A \$1.00 increase in the base rate of water will yield an additional \$11,100 annually (see Appendix A)**
 - **A \$1.00 increase for the usage rate of water will yield an additional \$97,000 annually (see Appendix B)**
- Commercial Rates
 - Amending the base rate for different size meters will help address the commercial rate as businesses often require larger services for higher flows
 - Usage rates could also be adjusted higher for commercial accounts
- The average operating ratio for the last three years is 0.95
 - The operating ratio should be at least 1.1 or 1.2.
 - The city would need to collect \$748,000 to meet the 1.2 operating ratio.
- The city has been proactive by going after delinquent accounts.

- The water system has three outstanding loans that have total annual payments of \$28,398.
- The projected \$1.4 million mega well project cost would require a \$4/month increase applied to all 925 service connections assuming 50% loan forgiveness and an interest rate of 2% for a period of 20 years.
- Amending the current base rate to a structure that assigns variable rates for different sized service connections could generate an additional \$44,460 annually
(see Appendix C)

Recommendations/Suggestions

- MAP recommends performing a water audit to determine water loss in the system.
 - Leak detection.
- Keep track of water loss. A standard acceptable loss is below 15%.
- Maximize revenue and minimize expenses.
- MAP recommends adjusting the base rate to charge the rate per meter size shown in appendix C
- MAP recommends raising the base rate to cover the cost of fixed costs
- MAP recommends raising the usage rate to a minimum of \$3.50/1000 gallons
- MAP recommends applying an increasing rate of 3% per year once the initial rate raise is adopted to allow for inflation.
- Other Recommendations:
 - Developing an Asset Management Plan
 - Adjust rates periodically to keep up with inflation and costs

APPENDIX A

Base Rate \$ 31.00
Usage Rate per 1000 2

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
User Class	0	0	31	31	198.75	6161.25	19.65%	14.95%	-4.71%	\$ 6,161.25	\$ -	\$ 6,161.25
Under 1000	576	1.151545888	31	32.15154589	36.00	1157.46	3.69%	2.90%	-0.79%	\$ 1,116.00	\$ 41.46	\$ 1,157.46
1001-2000	1640	3.279786515	31	34.27978652	38.09	1305.75	4.16%	3.45%	-0.72%	\$ 1,180.82	\$ 124.93	\$ 1,305.75
2001-3000	2679	5.358852521	31	36.35885252	40.27	1464.27	4.67%	4.03%	-0.64%	\$ 1,248.45	\$ 215.82	\$ 1,464.27
3001-4000	3548	7.09609191	31	38.09609191	40.27	1534.23	4.89%	4.36%	-0.53%	\$ 1,248.45	\$ 285.78	\$ 1,534.23
4001-5000	4603	9.206973957	31	40.20697396	34.45	1385.31	4.42%	4.07%	-0.35%	\$ 1,068.09	\$ 317.22	\$ 1,385.31
5001-6000	5622	11.24324542	31	42.24324542	35.18	1486.19	4.74%	4.49%	-0.25%	\$ 1,090.64	\$ 395.56	\$ 1,486.19
6001-7000	6528	13.05610229	31	44.05610229	24.27	1069.36	3.41%	3.30%	-0.11%	\$ 752.45	\$ 316.91	\$ 1,069.36
7001-8000	7630	15.26076905	31	46.26076905	21.82	1009.33	3.22%	3.19%	-0.03%	\$ 676.36	\$ 332.96	\$ 1,009.33
8001-9000	8610	17.2190656	31	48.2190656	17.73	854.79	2.73%	2.75%	0.03%	\$ 549.55	\$ 305.25	\$ 854.79
9001-10000	9421	18.84249434	31	49.84249434	10.64	530.14	1.69%	1.73%	0.04%	\$ 329.73	\$ 200.42	\$ 530.14
10001-11000	10515	21.03028568	31	52.03028568	21.73	1130.48	3.61%	3.76%	0.16%	\$ 673.55	\$ 456.93	\$ 1,130.48
11001-12000	11504	23.00800645	31	54.00800645	14.82	800.30	2.55%	2.70%	0.15%	\$ 459.36	\$ 340.94	\$ 800.30
12001-13000	12601	25.20275813	31	56.20275813	10.45	587.57	1.87%	2.01%	0.14%	\$ 324.09	\$ 263.48	\$ 587.57
13001-14000	13434	26.86890793	31	57.86890793	20.45	1183.68	3.78%	4.10%	0.32%	\$ 634.09	\$ 549.59	\$ 1,183.68
14001-15000	14443	28.88623005	31	59.88623005	16.36	979.96	3.13%	3.43%	0.31%	\$ 507.27	\$ 472.68	\$ 979.96
High Users	36588	73.17692876	31	104.1769288	83.64	8712.98	27.79%	34.78%	6.99%	\$ 2,592.73	\$ 6,120.25	\$ 8,712.98
149944				Totals	665	31353.06	100.000%	1.000	0.00%	\$20,612.89	\$ 10,740.17	\$ 31,353.06
					Total Rev	\$ 376,236.68						\$ 376,236.68

Total Rev \$ 376,236.68
507810

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customers	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!					Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!

Total Rev #DIV/0!
#DIV/0!

#DIV/0! 36179.66
#DIV/0! 317261.94

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 37,623.67
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 2.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
User Class	Use											
0	0	0	31	31	198.75	6161.25	18.10%	14.95%	-3.16%	\$ 6,161.25	\$ -	\$ 6,161.25
Under 1000	576	1.43943236	31	32.43943236	36.00	1167.82	3.43%	2.90%	-0.53%	\$ 1,116.00	\$ 51.82	\$ 1,167.82
1001-2000	1640	4.099733144	31	35.09973314	38.09	1336.98	3.93%	3.45%	-0.48%	\$ 1,180.82	\$ 156.16	\$ 1,336.98
2001-3000	2679	6.698565651	31	37.69856565	40.27	1518.22	4.46%	4.03%	-0.43%	\$ 1,248.45	\$ 269.77	\$ 1,518.22
3001-4000	3548	8.870114887	31	39.87011489	40.27	1605.68	4.72%	4.36%	-0.36%	\$ 1,248.45	\$ 357.22	\$ 1,605.68
4001-5000	4603	11.50871745	31	42.50871745	34.45	1464.62	4.30%	4.07%	-0.24%	\$ 1,068.09	\$ 396.53	\$ 1,464.62
5001-6000	5622	14.05405677	31	45.05405677	35.18	1585.08	4.66%	4.49%	-0.17%	\$ 1,090.64	\$ 494.45	\$ 1,585.08
6001-7000	6528	16.32012786	31	47.32012786	24.27	1148.59	3.37%	3.30%	-0.07%	\$ 752.45	\$ 396.13	\$ 1,148.59
7001-8000	7630	19.07596132	31	50.07596132	21.82	1092.57	3.21%	3.19%	-0.02%	\$ 676.36	\$ 416.20	\$ 1,092.57
8001-9000	8610	21.523832	31	52.523832	17.73	931.10	2.74%	2.75%	0.02%	\$ 549.55	\$ 381.56	\$ 931.10
9001-10000	9421	23.55311793	31	54.55311793	10.64	580.25	1.70%	1.73%	0.03%	\$ 329.73	\$ 250.52	\$ 580.25
10001-11000	10515	26.2878571	31	57.2878571	21.73	1244.71	3.66%	3.76%	0.10%	\$ 673.55	\$ 571.16	\$ 1,244.71
11001-12000	11504	28.76000806	31	59.76000806	14.82	885.53	2.60%	2.70%	0.10%	\$ 459.36	\$ 426.17	\$ 885.53
12001-13000	12601	31.50344767	31	62.50344767	10.45	653.45	1.92%	2.01%	0.09%	\$ 324.09	\$ 329.35	\$ 653.45
13001-14000	13434	33.58613491	31	64.58613491	20.45	1321.08	3.88%	4.10%	0.22%	\$ 634.09	\$ 686.99	\$ 1,321.08
14001-15000	14443	36.10778757	31	67.10778757	16.36	1098.13	3.23%	3.43%	0.20%	\$ 507.27	\$ 590.85	\$ 1,098.13
High Users	36588	91.47116095	31	122.471161	83.64	10243.04	30.09%	34.78%	4.69%	\$ 2,592.73	\$ 7,650.32	\$ 10,243.04
149944					665	34038.10	100.000%	1.000	0.00%	\$20,612.89	\$ 13,425.21	\$ 34,038.10
					Total Rev	\$ 408,457.20	Additional revenue from rate change					\$ 32,221.20

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	Use	Charge												
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$40,845.72
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 3

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use	Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	31	31	198.75	6161.25	16.78%	14.95%	-1.83%	\$ 6,161.25	\$ -	\$ 6,161.25	
Under 1000	576	1.727318832	31	32.72731883	36.00	1178.18	3.21%	2.90%	-0.31%	\$ 1,116.00	\$ 62.18	\$ 1,178.18	
1001-2000	1640	4.919679773	31	35.91967977	38.09	1368.21	3.73%	3.45%	-0.28%	\$ 1,180.82	\$ 187.40	\$ 1,368.21	
2001-3000	2679	8.038278782	31	39.03827878	40.27	1572.18	4.28%	4.03%	-0.25%	\$ 1,248.45	\$ 323.72	\$ 1,572.18	
3001-4000	3548	10.64413786	31	41.64413786	40.27	1677.12	4.57%	4.36%	-0.21%	\$ 1,248.45	\$ 428.67	\$ 1,677.12	
4001-5000	4603	13.81046094	31	44.81046094	34.45	1543.92	4.20%	4.07%	-0.14%	\$ 1,068.09	\$ 475.83	\$ 1,543.92	
5001-6000	5622	16.86486813	31	47.86486813	35.18	1683.97	4.59%	4.49%	-0.10%	\$ 1,090.64	\$ 593.34	\$ 1,683.97	
6001-7000	6528	19.58415343	31	50.58415343	24.27	1227.82	3.34%	3.30%	-0.04%	\$ 752.45	\$ 475.36	\$ 1,227.82	
7001-8000	7630	22.89115358	31	53.89115358	21.82	1175.81	3.20%	3.19%	-0.01%	\$ 676.36	\$ 499.44	\$ 1,175.81	
8001-9000	8610	25.8285984	31	56.8285984	17.73	1007.42	2.74%	2.75%	0.01%	\$ 549.55	\$ 457.87	\$ 1,007.42	
9001-10000	9421	28.26374152	31	59.26374152	10.64	630.35	1.72%	1.73%	0.02%	\$ 329.73	\$ 300.62	\$ 630.35	
10001-11000	10515	31.54542852	31	62.54542852	21.73	1358.94	3.70%	3.76%	0.06%	\$ 673.55	\$ 685.40	\$ 1,358.94	
11001-12000	11504	34.51200967	31	65.51200967	14.82	970.77	2.64%	2.70%	0.06%	\$ 459.36	\$ 511.41	\$ 970.77	
12001-13000	12601	37.8041372	31	68.8041372	10.45	719.32	1.96%	2.01%	0.05%	\$ 324.09	\$ 395.23	\$ 719.32	
13001-14000	13434	40.30336189	31	71.30336189	20.45	1458.48	3.97%	4.10%	0.13%	\$ 634.09	\$ 824.39	\$ 1,458.48	
14001-15000	14443	43.32934508	31	74.32934508	16.36	1216.30	3.31%	3.43%	0.12%	\$ 507.27	\$ 709.03	\$ 1,216.30	
High Users	36588	109.7653931	31	140.7653931	83.64	11773.11	32.06%	34.78%	2.72%	\$ 2,592.73	\$ 9,180.38	\$ 11,773.11	
149944					665	36723.14	100.00%	1.00%	0.00%	\$20,612.89	\$ 16,110.26	\$ 36,723.14	
						Total Rev	\$ 440,677.71	Additional revenue from rate change					\$ 64,441.71

Base Rate \$ 31.00
Usage Rate per 1000 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
Total Rev						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$4,067.77
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 3.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
User Class	0	0	31	31	198.75	6161.25	15.63%	14.95%	-0.69%	\$ 6,161.25	\$ -	\$ 6,161.25
Under 1000	576	2.015205304	31	33.0152053	36.00	1188.55	3.02%	2.90%	-0.12%	\$ 1,116.00	\$ 72.55	\$ 1,188.55
1001-2000	1640	5.739626401	31	36.7396264	38.09	1399.45	3.55%	3.45%	-0.11%	\$ 1,180.82	\$ 218.63	\$ 1,399.45
2001-3000	2679	9.377991912	31	40.37799191	40.27	1626.13	4.13%	4.03%	-0.09%	\$ 1,248.45	\$ 377.68	\$ 1,626.13
3001-4000	3548	12.41816084	31	43.41816084	40.27	1748.57	4.44%	4.36%	-0.08%	\$ 1,248.45	\$ 500.11	\$ 1,748.57
4001-5000	4603	16.11220443	31	47.11220443	34.45	1623.23	4.12%	4.07%	-0.05%	\$ 1,068.09	\$ 555.14	\$ 1,623.23
5001-6000	5622	19.67567948	31	50.67567948	35.18	1782.86	4.52%	4.49%	-0.04%	\$ 1,090.64	\$ 692.23	\$ 1,782.86
6001-7000	6528	22.848179	31	53.848179	24.27	1307.04	3.32%	3.30%	-0.02%	\$ 752.45	\$ 554.59	\$ 1,307.04
7001-8000	7630	26.70634584	31	57.70634584	21.82	1259.05	3.19%	3.19%	0.00%	\$ 676.36	\$ 582.68	\$ 1,259.05
8001-9000	8610	30.1333648	31	61.1333648	17.73	1083.73	2.75%	2.75%	0.00%	\$ 549.55	\$ 534.18	\$ 1,083.73
9001-10000	9421	32.9743651	31	63.9743651	10.64	680.45	1.73%	1.73%	0.01%	\$ 329.73	\$ 350.73	\$ 680.45
10001-11000	10515	36.80299994	31	67.80299994	21.73	1473.17	3.74%	3.76%	0.02%	\$ 673.55	\$ 799.63	\$ 1,473.17
11001-12000	11504	40.26401129	31	71.26401129	14.82	1056.00	2.68%	2.70%	0.02%	\$ 459.36	\$ 596.64	\$ 1,056.00
12001-13000	12601	44.10482673	31	75.10482673	10.45	785.19	1.99%	2.01%	0.02%	\$ 324.09	\$ 461.10	\$ 785.19
13001-14000	13434	47.02058887	31	78.02058887	20.45	1595.88	4.05%	4.10%	0.05%	\$ 634.09	\$ 961.78	\$ 1,595.88
14001-15000	14443	50.55090259	31	81.55090259	16.36	1334.47	3.39%	3.43%	0.04%	\$ 507.27	\$ 827.20	\$ 1,334.47
High Users	36588	128.0596253	31	159.0596253	83.64	13303.17	33.76%	34.78%	1.02%	\$ 2,592.73	\$ 10,710.44	\$ 13,303.17
149944					Totals	665	39408.18	100.00%	1.00%	\$20,612.89	\$ 18,795.30	\$ 39,408.18
					Total Rev	\$ 472,898.22	Additional revenue from rate change					\$ 96,662.22

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
Total Rev						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$47,289.82
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 4

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use												
0	0	0	31	31	198.75	6161.25	14.64%	14.95%	0.31%	\$ 6,161.25	\$ -	\$ 6,161.25	
Under 1000	576	2.303091776	31	33.30309178	36.00	1198.91	2.85%	2.90%	0.05%	\$ 1,116.00	\$ 82.91	\$ 1,198.91	
1001-2000	1640	6.55957303	31	37.55957303	38.09	1430.68	3.40%	3.45%	0.05%	\$ 1,180.82	\$ 249.86	\$ 1,430.68	
2001-3000	2679	10.71770504	31	41.71770504	40.27	1680.09	3.99%	4.03%	0.04%	\$ 1,248.45	\$ 431.63	\$ 1,680.09	
3001-4000	3548	14.19218382	31	45.19218382	40.27	1820.01	4.32%	4.36%	0.03%	\$ 1,248.45	\$ 571.56	\$ 1,820.01	
4001-5000	4603	18.41394791	31	49.41394791	34.45	1702.54	4.04%	4.07%	0.02%	\$ 1,068.09	\$ 634.44	\$ 1,702.54	
5001-6000	5622	22.48649084	31	53.48649084	35.18	1881.75	4.47%	4.49%	0.02%	\$ 1,090.64	\$ 791.12	\$ 1,881.75	
6001-7000	6528	26.11220457	31	57.11220457	24.27	1386.27	3.29%	3.30%	0.01%	\$ 752.45	\$ 633.81	\$ 1,386.27	
7001-8000	7630	30.52153811	31	61.52153811	21.82	1342.29	3.19%	3.19%	0.00%	\$ 676.36	\$ 665.92	\$ 1,342.29	
8001-9000	8610	34.4381312	31	65.4381312	17.73	1160.04	2.76%	2.75%	0.00%	\$ 549.55	\$ 610.49	\$ 1,160.04	
9001-10000	9421	37.68498869	31	68.68498869	10.64	730.56	1.74%	1.73%	0.00%	\$ 329.73	\$ 400.83	\$ 730.56	
10001-11000	10515	42.06057136	31	73.06057136	21.73	1587.41	3.77%	3.76%	-0.01%	\$ 673.55	\$ 913.86	\$ 1,587.41	
11001-12000	11504	46.0160129	31	77.0160129	14.82	1141.24	2.71%	2.70%	-0.01%	\$ 459.36	\$ 681.87	\$ 1,141.24	
12001-13000	12601	50.40551626	31	81.40551626	10.45	851.06	2.02%	2.01%	-0.01%	\$ 324.09	\$ 526.97	\$ 851.06	
13001-14000	13434	53.73781586	31	84.73781586	20.45	1733.27	4.12%	4.10%	-0.02%	\$ 634.09	\$ 1,099.18	\$ 1,733.27	
14001-15000	14443	57.77246011	31	88.77246011	16.36	1452.64	3.45%	3.43%	-0.02%	\$ 507.27	\$ 945.37	\$ 1,452.64	
High Users	36588	146.3538575	31	177.3538575	83.64	14833.23	35.24%	34.78%	-0.46%	\$ 2,592.73	\$ 12,240.50	\$ 14,833.23	
149944				Totals	665	42093.23	100.00%	1.00%	0.00%	\$20,612.89	\$ 21,480.34	\$ 42,093.23	\$ 505,118.73
Total Rev						\$ 505,118.73	Additional revenue from rate change						\$ 128,882.73

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	Use	Charge	Rate	(b)	©	(d)	(e)	(f)	Equity	Rate	Charge	Income		
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$50,511.87
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 4.5

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected			
										Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	31	31	198.75	6161.25	13.76%	14.95%	1.19%	\$ 6,161.25	\$ -	\$ 6,161.25	
Under 1000	576	2.590978248	31	33.59097825	36.00	1209.28	2.70%	2.90%	0.20%	\$ 1,116.00	\$ 93.28	\$ 1,209.28	
1001-2000	1640	7.379519659	31	38.37951966	38.09	1461.91	3.26%	3.45%	0.18%	\$ 1,180.82	\$ 281.09	\$ 1,461.91	
2001-3000	2679	12.05741817	31	43.05741817	40.27	1734.04	3.87%	4.03%	0.16%	\$ 1,248.45	\$ 485.59	\$ 1,734.04	
3001-4000	3548	15.9662068	31	46.9662068	40.27	1891.46	4.22%	4.36%	0.13%	\$ 1,248.45	\$ 643.00	\$ 1,891.46	
4001-5000	4603	20.7156914	31	51.7156914	34.45	1781.84	3.98%	4.07%	0.09%	\$ 1,068.09	\$ 713.75	\$ 1,781.84	
5001-6000	5622	25.29730219	31	56.29730219	35.18	1980.64	4.42%	4.49%	0.06%	\$ 1,090.64	\$ 890.01	\$ 1,980.64	
6001-7000	6528	29.37623014	31	60.37623014	24.27	1465.50	3.27%	3.30%	0.03%	\$ 752.45	\$ 713.04	\$ 1,465.50	
7001-8000	7630	34.33673037	31	65.33673037	21.82	1425.53	3.18%	3.19%	0.01%	\$ 676.36	\$ 749.17	\$ 1,425.53	
8001-9000	8610	38.7428976	31	69.7428976	17.73	1236.35	2.76%	2.75%	-0.01%	\$ 549.55	\$ 686.81	\$ 1,236.35	
9001-10000	9421	42.39561227	31	73.39561227	10.64	780.66	1.74%	1.73%	-0.01%	\$ 329.73	\$ 450.94	\$ 780.66	
10001-11000	10515	47.31814279	31	78.31814279	21.73	1701.64	3.80%	3.76%	-0.04%	\$ 673.55	\$ 1,028.09	\$ 1,701.64	
11001-12000	11504	51.76801451	31	82.76801451	14.82	1226.47	2.74%	2.70%	-0.04%	\$ 459.36	\$ 767.11	\$ 1,226.47	
12001-13000	12601	56.7062058	31	87.7062058	10.45	916.93	2.05%	2.01%	-0.03%	\$ 324.09	\$ 592.84	\$ 916.93	
13001-14000	13434	60.45504284	31	91.45504284	20.45	1870.67	4.18%	4.10%	-0.08%	\$ 634.09	\$ 1,236.58	\$ 1,870.67	
14001-15000	14443	64.99401762	31	95.99401762	16.36	1570.81	3.51%	3.43%	-0.08%	\$ 507.27	\$ 1,063.54	\$ 1,570.81	
High Users	36588	164.6480897	31	195.6480897	83.64	16363.29	36.54%	34.78%	-1.76%	\$ 2,592.73	\$ 13,770.57	\$ 16,363.29	
149944				Totals	665	44778.27	100.00%	1.00%	0.00%	\$20,612.89	\$ 24,165.38	\$ 44,778.27	
Total Rev						\$ 537,339.24	Additional revenue from rate change						\$ 161,103.24

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	Use	Charge	Base Rate	Cost (b)	s ©									
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 53,733.92
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use												
0	0	0	31	31	198.75	6161.25	12.98%	14.95%	1.96%	\$ 6,161.25	\$ -	\$ 6,161.25	
Under 1000	576	2.87886472	31	33.87886472	36.00	1219.64	2.57%	2.90%	0.33%	\$ 1,116.00	\$ 103.64	\$ 1,219.64	
1001-2000	1640	8.199466288	31	39.19946629	38.09	1493.14	3.15%	3.45%	0.30%	\$ 1,180.82	\$ 312.33	\$ 1,493.14	
2001-3000	2679	13.3971313	31	44.3971313	40.27	1787.99	3.77%	4.03%	0.27%	\$ 1,248.45	\$ 539.54	\$ 1,787.99	
3001-4000	3548	17.74022977	31	48.74022977	40.27	1962.90	4.14%	4.36%	0.22%	\$ 1,248.45	\$ 714.45	\$ 1,962.90	
4001-5000	4603	23.01743489	31	54.01743489	34.45	1861.15	3.92%	4.07%	0.15%	\$ 1,068.09	\$ 793.06	\$ 1,861.15	
5001-6000	5622	28.10811354	31	59.10811354	35.18	2079.53	4.38%	4.49%	0.11%	\$ 1,090.64	\$ 988.89	\$ 2,079.53	
6001-7000	6528	32.64025571	31	63.64025571	24.27	1544.72	3.25%	3.30%	0.05%	\$ 752.45	\$ 792.27	\$ 1,544.72	
7001-8000	7630	38.15192264	31	69.15192264	21.82	1508.77	3.18%	3.19%	0.01%	\$ 676.36	\$ 832.41	\$ 1,508.77	
8001-9000	8610	43.047664	31	74.047664	17.73	1312.66	2.77%	2.75%	-0.01%	\$ 549.55	\$ 763.12	\$ 1,312.66	
9001-10000	9421	47.10623586	31	78.10623586	10.64	830.77	1.75%	1.73%	-0.02%	\$ 329.73	\$ 501.04	\$ 830.77	
10001-11000	10515	52.57571421	31	83.57571421	21.73	1815.87	3.83%	3.76%	-0.06%	\$ 673.55	\$ 1,142.33	\$ 1,815.87	
11001-12000	11504	57.52001612	31	88.52001612	14.82	1311.71	2.76%	2.70%	-0.06%	\$ 459.36	\$ 852.34	\$ 1,311.71	
12001-13000	12601	63.00689533	31	94.00689533	10.45	982.80	2.07%	2.01%	-0.06%	\$ 324.09	\$ 658.71	\$ 982.80	
13001-14000	13434	67.17226982	31	98.17226982	20.45	2008.07	4.23%	4.10%	-0.13%	\$ 634.09	\$ 1,373.98	\$ 2,008.07	
14001-15000	14443	72.21557513	31	103.2155751	16.36	1688.98	3.56%	3.43%	-0.13%	\$ 507.27	\$ 1,181.71	\$ 1,688.98	
High Users	36588	182.9423219	31	213.9423219	83.64	17893.36	37.70%	34.78%	-2.92%	\$ 2,592.73	\$ 15,300.63	\$ 17,893.36	
149944					665	47463.31	100.00%	1.00%	0.00%	\$20,612.89	\$ 26,850.43	\$ 47,463.31	\$ 569,559.75
						Total Rev	\$ 569,559.75			Additional revenue from rate change			\$ 193,323.75

Base Rate \$ 31.00
Usage Rate per 1000 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -	
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -	
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -	
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	
Total Rev						#DIV/0!	#DIV/0!						
						#DIV/0!						#DIV/0!	36179.66
						#DIV/0!						#DIV/0!	317261.94

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$56,955.98
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 5.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	0	0	31	31	198.75	6161.25	12.29%	14.95%	2.66%	\$ 6,161.25	\$ -	\$ 6,161.25	
Under 1000	576	3.166751192	31	34.16675119	36.00	1230.00	2.45%	2.90%	0.45%	\$ 1,116.00	\$ 114.00	\$ 1,230.00	
1001-2000	1640	9.019412916	31	40.01941292	38.09	1524.38	3.04%	3.45%	0.41%	\$ 1,180.82	\$ 343.56	\$ 1,524.38	
2001-3000	2679	14.73684443	31	45.73684443	40.27	1841.95	3.67%	4.03%	0.36%	\$ 1,248.45	\$ 593.49	\$ 1,841.95	
3001-4000	3548	19.51425275	31	50.51425275	40.27	2034.35	4.06%	4.36%	0.30%	\$ 1,248.45	\$ 785.89	\$ 2,034.35	
4001-5000	4603	25.31917838	31	56.31917838	34.45	1940.45	3.87%	4.07%	0.20%	\$ 1,068.09	\$ 872.36	\$ 1,940.45	
5001-6000	5622	30.9189249	31	61.9189249	35.18	2178.42	4.34%	4.49%	0.14%	\$ 1,090.64	\$ 1,087.78	\$ 2,178.42	
6001-7000	6528	35.90428128	31	66.90428128	24.27	1623.95	3.24%	3.30%	0.06%	\$ 752.45	\$ 871.49	\$ 1,623.95	
7001-8000	7630	41.9671149	31	72.9671149	21.82	1592.01	3.17%	3.19%	0.02%	\$ 676.36	\$ 915.65	\$ 1,592.01	
8001-9000	8610	47.3524304	31	78.3524304	17.73	1388.97	2.77%	2.75%	-0.02%	\$ 549.55	\$ 839.43	\$ 1,388.97	
9001-10000	9421	51.81685944	31	82.81685944	10.64	880.87	1.76%	1.73%	-0.02%	\$ 329.73	\$ 551.14	\$ 880.87	
10001-11000	10515	57.83328563	31	88.83328563	21.73	1930.11	3.85%	3.76%	-0.09%	\$ 673.55	\$ 1,256.56	\$ 1,930.11	
11001-12000	11504	63.27201774	31	94.27201774	14.82	1396.94	2.79%	2.70%	-0.08%	\$ 459.36	\$ 937.58	\$ 1,396.94	
12001-13000	12601	69.30758486	31	100.3075849	10.45	1048.67	2.09%	2.01%	-0.08%	\$ 324.09	\$ 724.58	\$ 1,048.67	
13001-14000	13434	73.8894968	31	104.8894968	20.45	2145.47	4.28%	4.10%	-0.18%	\$ 634.09	\$ 1,511.38	\$ 2,145.47	
14001-15000	14443	79.43713264	31	110.4371326	16.36	1807.15	3.60%	3.43%	-0.17%	\$ 507.27	\$ 1,299.88	\$ 1,807.15	
High Users	36588	201.2365541	31	232.2365541	83.64	19423.42	38.73%	34.78%	-3.95%	\$ 2,592.73	\$ 16,830.69	\$ 19,423.42	
149944					665	50148.36	100.00%	1.00%	0.00%	\$20,612.89	\$ 29,535.47	\$ 50,148.36	\$ 601,780.27
					Total Rev	\$ 601,780.27				Additional revenue from rate change			\$ 225,544.27

Base Rate \$ 31.00
Usage Rate per 1000 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 60,178.03
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 31.00
Usage Rate per 1000 6

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use												
0	0	0	31	31	198.75	6161.25	11.66%	14.95%	3.28%	\$ 6,161.25	-	\$ 6,161.25	
Under 1000	576	3.454637664	31	34.45463766	36.00	1240.37	2.35%	2.90%	0.55%	\$ 1,116.00	\$ 124.37	\$ 1,240.37	
1001-2000	1640	9.839359545	31	40.83935955	38.09	1555.61	2.94%	3.45%	0.50%	\$ 1,180.82	\$ 374.79	\$ 1,555.61	
2001-3000	2679	16.07655756	31	47.07655756	40.27	1895.90	3.59%	4.03%	0.44%	\$ 1,248.45	\$ 647.45	\$ 1,895.90	
3001-4000	3548	21.28827573	31	52.28827573	40.27	2105.79	3.99%	4.36%	0.37%	\$ 1,248.45	\$ 857.34	\$ 2,105.79	
4001-5000	4603	27.62092187	31	58.62092187	34.45	2019.76	3.82%	4.07%	0.24%	\$ 1,068.09	\$ 951.67	\$ 2,019.76	
5001-6000	5622	33.72973625	31	64.72973625	35.18	2277.31	4.31%	4.49%	0.18%	\$ 1,090.64	\$ 1,186.67	\$ 2,277.31	
6001-7000	6528	39.16830686	31	70.16830686	24.27	1703.18	3.22%	3.30%	0.08%	\$ 752.45	\$ 950.72	\$ 1,703.18	
7001-8000	7630	45.78230716	31	76.78230716	21.82	1675.25	3.17%	3.19%	0.02%	\$ 676.36	\$ 998.89	\$ 1,675.25	
8001-9000	8610	51.6571968	31	82.6571968	17.73	1465.29	2.77%	2.75%	-0.02%	\$ 549.55	\$ 915.74	\$ 1,465.29	
9001-10000	9421	56.52748303	31	87.52748303	10.64	930.97	1.76%	1.73%	-0.03%	\$ 329.73	\$ 601.25	\$ 930.97	
10001-11000	10515	63.09085705	31	94.09085705	21.73	2044.34	3.87%	3.76%	-0.11%	\$ 673.55	\$ 1,370.79	\$ 2,044.34	
11001-12000	11504	69.02401935	31	100.0240193	14.82	1482.17	2.81%	2.70%	-0.10%	\$ 459.36	\$ 1,022.81	\$ 1,482.17	
12001-13000	12601	75.6082744	31	106.6082744	10.45	1114.54	2.11%	2.01%	-0.10%	\$ 324.09	\$ 790.45	\$ 1,114.54	
13001-14000	13434	80.60672378	31	111.6067238	20.45	2282.86	4.32%	4.10%	-0.22%	\$ 634.09	\$ 1,648.77	\$ 2,282.86	
14001-15000	14443	86.65869016	31	117.6586902	16.36	1925.32	3.64%	3.43%	-0.21%	\$ 507.27	\$ 1,418.05	\$ 1,925.32	
High Users	36588	219.5307863	31	250.5307863	83.64	20953.48	39.66%	34.78%	-4.88%	\$ 2,592.73	\$ 18,360.76	\$ 20,953.48	
149944					665	52833.40	100.00%	1.00%	0.00%	\$20,612.89	\$ 32,220.51	\$ 52,833.40	\$ 634,000.78
					Total Rev	\$ 634,000.78				Additional revenue from rate change			\$ 257,764.78

Base Rate \$ 31.00
Usage Rate per 1000 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
User Class	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
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APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 2

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	35	35	198.75	6956.25	20.45%	14.95%	-5.51%	\$ 6,956.25	\$ -	\$ 6,956.25
Under 1000	576	1.151545888	35	36.15154589	36.00	1301.46	3.83%	2.90%	-0.93%	\$ 1,260.00	\$ 41.46	\$ 1,301.46
1001-2000	1640	3.279786515	35	38.27978652	38.09	1458.11	4.29%	3.45%	-0.84%	\$ 1,333.18	\$ 124.93	\$ 1,458.11
2001-3000	2679	5.358852521	35	40.35885252	40.27	1625.36	4.78%	4.03%	-0.75%	\$ 1,409.55	\$ 215.82	\$ 1,625.36
3001-4000	3548	7.09609191	35	42.09609191	40.27	1695.32	4.98%	4.36%	-0.63%	\$ 1,409.55	\$ 285.78	\$ 1,695.32
4001-5000	4603	9.206973957	35	44.20697396	34.45	1523.13	4.48%	4.07%	-0.41%	\$ 1,205.91	\$ 317.22	\$ 1,523.13
5001-6000	5622	11.24324542	35	46.24324542	35.18	1626.92	4.78%	4.49%	-0.30%	\$ 1,231.36	\$ 395.56	\$ 1,626.92
6001-7000	6528	13.05610229	35	48.05610229	24.27	1166.45	3.43%	3.30%	-0.13%	\$ 849.55	\$ 316.91	\$ 1,166.45
7001-8000	7630	15.26076905	35	50.26076905	21.82	1096.60	3.22%	3.19%	-0.03%	\$ 763.64	\$ 332.96	\$ 1,096.60
8001-9000	8610	17.2190656	35	52.2190656	17.73	925.70	2.72%	2.75%	0.03%	\$ 620.45	\$ 305.25	\$ 925.70
9001-10000	9421	18.84249434	35	53.84249434	10.64	572.69	1.68%	1.73%	0.05%	\$ 372.27	\$ 200.42	\$ 572.69
10001-11000	10515	21.03028568	35	56.03028568	21.73	1217.39	3.58%	3.76%	0.18%	\$ 760.45	\$ 456.93	\$ 1,217.39
11001-12000	11504	23.00800645	35	58.00800645	14.82	859.57	2.53%	2.70%	0.17%	\$ 518.64	\$ 340.94	\$ 859.57
12001-13000	12601	25.20275813	35	60.20275813	10.45	629.39	1.85%	2.01%	0.16%	\$ 365.91	\$ 263.48	\$ 629.39
13001-14000	13434	26.86890793	35	61.86890793	20.45	1265.50	3.72%	4.10%	0.38%	\$ 715.91	\$ 549.59	\$ 1,265.50
14001-15000	14443	28.88623005	35	63.88623005	16.36	1045.41	3.07%	3.43%	0.36%	\$ 572.73	\$ 472.68	\$ 1,045.41
High Users	36588	73.17692876	35	108.1769288	83.64	9047.52	26.60%	34.78%	8.18%	\$ 2,927.27	\$ 6,120.25	\$ 9,047.52
149944					Totals	665	34012.78	100.00%	1.00%	\$23,272.61	\$ 10,740.17	\$ 34,012.78

Total Rev \$ 408,153.41

Additional revenue from rate change \$ 31,917.41

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!					Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!

Total Rev #DIV/0!

#DIV/0! 36179.66
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Residential 665
Commercial 0
Total 665

Residential Sewer Base
Commercial Sewer Base
Residential Usage %
Commercial Usage %

Revenue

54

0

\$40,815.34

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Annual #DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 2.5

	Average Water Use				Average # of Customer	Total Average Revenue By Use	% of Total Average Revenue			Projected			
User Class	Use	Volume Charge	Base Rate	Cost (b)	s @	Class (d)	(e)	Revenue (f)	- 2 to +2 Equity	Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	35	35	198.75	6956.25	18.96%	14.95%	-4.01%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	1.43943236	35	36.43943236	36.00	1311.82	3.57%	2.90%	-0.67%	\$ 1,260.00	\$ 51.82	\$ 1,311.82	
1001-2000	1640	4.099733144	35	39.09973314	38.09	1489.34	4.06%	3.45%	-0.61%	\$ 1,333.18	\$ 156.16	\$ 1,489.34	
2001-3000	2679	6.698565651	35	41.69856565	40.27	1679.31	4.58%	4.03%	-0.54%	\$ 1,409.55	\$ 269.77	\$ 1,679.31	
3001-4000	3548	8.870114887	35	43.87011489	40.27	1766.77	4.81%	4.36%	-0.46%	\$ 1,409.55	\$ 357.22	\$ 1,766.77	
4001-5000	4603	11.50871745	35	46.50871745	34.45	1602.44	4.37%	4.07%	-0.30%	\$ 1,205.91	\$ 396.53	\$ 1,602.44	
5001-6000	5622	14.05405677	35	49.05405677	35.18	1725.81	4.70%	4.49%	-0.22%	\$ 1,231.36	\$ 494.45	\$ 1,725.81	
6001-7000	6528	16.32012786	35	51.32012786	24.27	1245.68	3.39%	3.30%	-0.09%	\$ 849.55	\$ 396.13	\$ 1,245.68	
7001-8000	7630	19.07596132	35	54.07596132	21.82	1179.84	3.22%	3.19%	-0.02%	\$ 763.64	\$ 416.20	\$ 1,179.84	
8001-9000	8610	21.523832	35	56.523832	17.73	1002.01	2.73%	2.75%	0.02%	\$ 620.45	\$ 381.56	\$ 1,002.01	
9001-10000	9421	23.55311793	35	58.55311793	10.64	622.79	1.70%	1.73%	0.04%	\$ 372.27	\$ 250.52	\$ 622.79	
10001-11000	10515	26.2878571	35	61.2878571	21.73	1331.62	3.63%	3.76%	0.13%	\$ 760.45	\$ 571.16	\$ 1,331.62	
11001-12000	11504	28.76000806	35	63.76000806	14.82	944.81	2.57%	2.70%	0.13%	\$ 518.64	\$ 426.17	\$ 944.81	
12001-13000	12601	31.50344767	35	66.50344767	10.45	695.26	1.89%	2.01%	0.12%	\$ 365.91	\$ 329.35	\$ 695.26	
13001-14000	13434	33.58613491	35	68.58613491	20.45	1402.90	3.82%	4.10%	0.27%	\$ 715.91	\$ 686.99	\$ 1,402.90	
14001-15000	14443	36.10778757	35	71.10778757	16.36	1163.58	3.17%	3.43%	0.26%	\$ 572.73	\$ 590.85	\$ 1,163.58	
High Users	36588	91.47116095	35	126.471161	83.64	10577.59	28.82%	34.78%	5.96%	\$ 2,927.27	\$ 7,650.32	\$ 10,577.59	
149944					665	36697.83	100.00%	1.00%	0.00%	\$23,272.61	\$ 13,425.21	\$ 36,697.83	
					Total Rev	\$ 440,373.92	Additional revenue from rate change						\$ 64,137.92
													376236

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
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Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$4,037.39
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 3

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use	Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	35	35	198.75	6956.25	17.66%	14.95%	-2.72%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	1.727318832	35	36.72731883	36.00	1322.18	3.36%	2.90%	-0.46%	\$ 1,260.00	\$ 62.18	\$ 1,322.18	
1001-2000	1640	4.919679773	35	39.91967977	38.09	1520.58	3.86%	3.45%	-0.42%	\$ 1,333.18	\$ 187.40	\$ 1,520.58	
2001-3000	2679	8.038278782	35	43.03827878	40.27	1733.27	4.40%	4.03%	-0.37%	\$ 1,409.55	\$ 323.72	\$ 1,733.27	
3001-4000	3548	10.64413786	35	45.64413786	40.27	1838.21	4.67%	4.36%	-0.31%	\$ 1,409.55	\$ 428.67	\$ 1,838.21	
4001-5000	4603	13.81046094	35	48.81046094	34.45	1681.74	4.27%	4.07%	-0.20%	\$ 1,205.91	\$ 475.83	\$ 1,681.74	
5001-6000	5622	16.86486813	35	51.86486813	35.18	1824.70	4.63%	4.49%	-0.15%	\$ 1,231.36	\$ 593.34	\$ 1,824.70	
6001-7000	6528	19.58415343	35	54.58415343	24.27	1324.91	3.36%	3.30%	-0.06%	\$ 849.55	\$ 475.36	\$ 1,324.91	
7001-8000	7630	22.89115358	35	57.89115358	21.82	1263.08	3.21%	3.19%	-0.02%	\$ 763.64	\$ 499.44	\$ 1,263.08	
8001-9000	8610	25.8285984	35	60.8285984	17.73	1078.33	2.74%	2.75%	0.02%	\$ 620.45	\$ 457.87	\$ 1,078.33	
9001-10000	9421	28.26374152	35	63.26374152	10.64	672.90	1.71%	1.73%	0.02%	\$ 372.27	\$ 300.62	\$ 672.90	
10001-11000	10515	31.54542852	35	66.54542852	21.73	1445.85	3.67%	3.76%	0.09%	\$ 760.45	\$ 685.40	\$ 1,445.85	
11001-12000	11504	34.51200967	35	69.51200967	14.82	1030.04	2.62%	2.70%	0.09%	\$ 518.64	\$ 511.41	\$ 1,030.04	
12001-13000	12601	37.8041372	35	72.8041372	10.45	761.13	1.93%	2.01%	0.08%	\$ 365.91	\$ 395.23	\$ 761.13	
13001-14000	13434	40.30336189	35	75.30336189	20.45	1540.30	3.91%	4.10%	0.19%	\$ 715.91	\$ 824.39	\$ 1,540.30	
14001-15000	14443	43.32934508	35	78.32934508	16.36	1281.75	3.25%	3.43%	0.18%	\$ 572.73	\$ 709.03	\$ 1,281.75	
High Users	36588	109.7653931	35	144.7653931	83.64	12107.65	30.74%	34.78%	4.04%	\$ 2,927.27	\$ 9,180.38	\$ 12,107.65	
149944				Totals	665	39382.87	100.00%	1.00%	0.00%	\$23,272.61	\$ 16,110.26	\$ 39,382.87	
						Total Rev	\$ 472,594.43	Additional revenue from rate change					\$ 96,358.43

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
Total Rev						#DIV/0!	#DIV/0!					
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Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$47,259.44
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 3.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	Use	Charge	Rate	Cost	©	Class (d)	(e)	(f)					
0	0	0	35	35	198.75	6956.25	16.54%	14.95%	-1.59%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	2.015205304	35	37.0152053	36.00	1332.55	3.17%	2.90%	-0.27%	\$ 1,260.00	\$ 72.55	\$ 1,332.55	
1001-2000	1640	5.739626401	35	40.7396264	38.09	1551.81	3.69%	3.45%	-0.24%	\$ 1,333.18	\$ 218.63	\$ 1,551.81	
2001-3000	2679	9.377991912	35	44.37799191	40.27	1787.22	4.25%	4.03%	-0.22%	\$ 1,409.55	\$ 377.68	\$ 1,787.22	
3001-4000	3548	12.41816084	35	47.41816084	40.27	1909.66	4.54%	4.36%	-0.18%	\$ 1,409.55	\$ 500.11	\$ 1,909.66	
4001-5000	4603	16.11220443	35	51.11220443	34.45	1761.05	4.19%	4.07%	-0.12%	\$ 1,205.91	\$ 555.14	\$ 1,761.05	
5001-6000	5622	19.67567948	35	54.67567948	35.18	1923.59	4.57%	4.49%	-0.09%	\$ 1,231.36	\$ 692.23	\$ 1,923.59	
6001-7000	6528	22.848179	35	57.848179	24.27	1404.13	3.34%	3.30%	-0.04%	\$ 849.55	\$ 554.59	\$ 1,404.13	
7001-8000	7630	26.70634584	35	61.70634584	21.82	1346.32	3.20%	3.19%	-0.01%	\$ 763.64	\$ 582.68	\$ 1,346.32	
8001-9000	8610	30.1333648	35	65.1333648	17.73	1154.64	2.74%	2.75%	0.01%	\$ 620.45	\$ 534.18	\$ 1,154.64	
9001-10000	9421	32.9743651	35	67.9743651	10.64	723.00	1.72%	1.73%	0.01%	\$ 372.27	\$ 350.73	\$ 723.00	
10001-11000	10515	36.80299994	35	71.80299994	21.73	1560.08	3.71%	3.76%	0.05%	\$ 760.45	\$ 799.63	\$ 1,560.08	
11001-12000	11504	40.26401129	35	75.26401129	14.82	1115.28	2.65%	2.70%	0.05%	\$ 518.64	\$ 596.64	\$ 1,115.28	
12001-13000	12601	44.10482673	35	79.10482673	10.45	827.01	1.97%	2.01%	0.05%	\$ 365.91	\$ 461.10	\$ 827.01	
13001-14000	13434	47.02058887	35	82.02058887	20.45	1677.69	3.99%	4.10%	0.11%	\$ 715.91	\$ 961.78	\$ 1,677.69	
14001-15000	14443	50.55090259	35	85.55090259	16.36	1399.92	3.33%	3.43%	0.10%	\$ 572.73	\$ 827.20	\$ 1,399.92	
High Users	36588	128.0596253	35	163.0596253	83.64	13637.71	32.42%	34.78%	2.36%	\$ 2,927.27	\$ 10,710.44	\$ 13,637.71	
149944					665	42067.91	100.00%	1.00%	0.00%	\$23,272.61	\$ 18,795.30	\$ 42,067.91	
					Total Rev	\$ 504,814.95	Additional revenue from rate change						\$ 128,578.95

Base Rate \$ 31.00
Usage Rate per 1000 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income			
User Class	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Rev						#DIV/0!								#DIV/0!	36179.66
						#DIV/0!								#DIV/0!	317261.94
						#DIV/0!									

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 50,481.49
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 4

	Average Water Use				Average # of Customer	Total Average Revenue By Use	% of Total Average Revenue			Projected			
User Class	Use	Volume Charge	Base Rate	Cost (b)	s @	Class (d)	(e)	Revenue (f)	- 2 to +2 Equity	Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	35	35	198.75	6956.25	15.54%	14.95%	-0.60%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	2.303091776	35	37.30309178	36.00	1342.91	3.00%	2.90%	-0.10%	\$ 1,260.00	\$ 82.91	\$ 1,342.91	
1001-2000	1640	6.55957303	35	41.55957303	38.09	1583.04	3.54%	3.45%	-0.09%	\$ 1,333.18	\$ 249.86	\$ 1,583.04	
2001-3000	2679	10.71770504	35	45.71770504	40.27	1841.18	4.11%	4.03%	-0.08%	\$ 1,409.55	\$ 431.63	\$ 1,841.18	
3001-4000	3548	14.19218382	35	49.19218382	40.27	1981.10	4.43%	4.36%	-0.07%	\$ 1,409.55	\$ 571.56	\$ 1,981.10	
4001-5000	4603	18.41394791	35	53.41394791	34.45	1840.35	4.11%	4.07%	-0.04%	\$ 1,205.91	\$ 634.44	\$ 1,840.35	
5001-6000	5622	22.48649084	35	57.48649084	35.18	2022.48	4.52%	4.49%	-0.03%	\$ 1,231.36	\$ 791.12	\$ 2,022.48	
6001-7000	6528	26.11220457	35	61.11220457	24.27	1483.36	3.31%	3.30%	-0.01%	\$ 849.55	\$ 633.81	\$ 1,483.36	
7001-8000	7630	30.52153811	35	65.52153811	21.82	1429.56	3.19%	3.19%	0.00%	\$ 763.64	\$ 665.92	\$ 1,429.56	
8001-9000	8610	34.4381312	35	69.4381312	17.73	1230.95	2.75%	2.75%	0.00%	\$ 620.45	\$ 610.49	\$ 1,230.95	
9001-10000	9421	37.68498869	35	72.68498869	10.64	773.10	1.73%	1.73%	0.01%	\$ 372.27	\$ 400.83	\$ 773.10	
10001-11000	10515	42.06057136	35	77.06057136	21.73	1674.32	3.74%	3.76%	0.02%	\$ 760.45	\$ 913.86	\$ 1,674.32	
11001-12000	11504	46.0160129	35	81.0160129	14.82	1200.51	2.68%	2.70%	0.02%	\$ 518.64	\$ 681.87	\$ 1,200.51	
12001-13000	12601	50.40551626	35	85.40551626	10.45	892.88	2.00%	2.01%	0.02%	\$ 365.91	\$ 526.97	\$ 892.88	
13001-14000	13434	53.73781586	35	88.73781586	20.45	1815.09	4.06%	4.10%	0.04%	\$ 715.91	\$ 1,099.18	\$ 1,815.09	
14001-15000	14443	57.77246011	35	92.77246011	16.36	1518.09	3.39%	3.43%	0.04%	\$ 572.73	\$ 945.37	\$ 1,518.09	
High Users	36588	146.3538575	35	181.3538575	83.64	15167.78	33.89%	34.78%	0.89%	\$ 2,927.27	\$ 12,240.50	\$ 15,167.78	
149944					665	44752.95	100.00%	1.00%	0.00%	\$23,272.61	\$ 21,480.34	\$ 44,752.95	
						Total Rev	\$ 537,035.46	Additional revenue from rate change					\$ 160,799.46

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income			
User Class	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Rev						#DIV/0!								#DIV/0!	36179.66
						#DIV/0!								#DIV/0!	317261.94
						#DIV/0!									

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 53,703.55
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 4.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	0	0	35	35	198.75	6956.25	14.66%	14.95%	0.28%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	2.590978248	35	37.59097825	36.00	1353.28	2.85%	2.90%	0.05%	\$ 1,260.00	\$ 93.28	\$ 1,353.28	
1001-2000	1640	7.379519659	35	42.37951966	38.09	1614.27	3.40%	3.45%	0.04%	\$ 1,333.18	\$ 281.09	\$ 1,614.27	
2001-3000	2679	12.05741817	35	47.05741817	40.27	1895.13	3.99%	4.03%	0.04%	\$ 1,409.55	\$ 485.59	\$ 1,895.13	
3001-4000	3548	15.9662068	35	50.9662068	40.27	2052.55	4.33%	4.36%	0.03%	\$ 1,409.55	\$ 643.00	\$ 2,052.55	
4001-5000	4603	20.7156914	35	55.7156914	34.45	1919.66	4.05%	4.07%	0.02%	\$ 1,205.91	\$ 713.75	\$ 1,919.66	
5001-6000	5622	25.29730219	35	60.29730219	35.18	2121.37	4.47%	4.49%	0.02%	\$ 1,231.36	\$ 890.01	\$ 2,121.37	
6001-7000	6528	29.37623014	35	64.37623014	24.27	1562.59	3.29%	3.30%	0.01%	\$ 849.55	\$ 713.04	\$ 1,562.59	
7001-8000	7630	34.33673037	35	69.33673037	21.82	1512.80	3.19%	3.19%	0.00%	\$ 763.64	\$ 749.17	\$ 1,512.80	
8001-9000	8610	38.7428976	35	73.7428976	17.73	1307.26	2.76%	2.75%	0.00%	\$ 620.45	\$ 686.81	\$ 1,307.26	
9001-10000	9421	42.39561227	35	77.39561227	10.64	823.21	1.74%	1.73%	0.00%	\$ 372.27	\$ 450.94	\$ 823.21	
10001-11000	10515	47.31814279	35	82.31814279	21.73	1788.55	3.77%	3.76%	-0.01%	\$ 760.45	\$ 1,028.09	\$ 1,788.55	
11001-12000	11504	51.76801451	35	86.76801451	14.82	1285.74	2.71%	2.70%	-0.01%	\$ 518.64	\$ 767.11	\$ 1,285.74	
12001-13000	12601	56.7062058	35	91.7062058	10.45	958.75	2.02%	2.01%	-0.01%	\$ 365.91	\$ 592.84	\$ 958.75	
13001-14000	13434	60.45504284	35	95.45504284	20.45	1952.49	4.12%	4.10%	-0.02%	\$ 715.91	\$ 1,236.58	\$ 1,952.49	
14001-15000	14443	64.99401762	35	99.99401762	16.36	1636.27	3.45%	3.43%	-0.02%	\$ 572.73	\$ 1,063.54	\$ 1,636.27	
High Users	36588	164.6480897	35	199.6480897	83.64	16697.84	35.20%	34.78%	-0.42%	\$ 2,927.27	\$ 13,770.57	\$ 16,697.84	
149944					Totals	665	47438.00	100.00%	1.00%	\$23,272.61	\$ 24,165.38	\$ 47,438.00	
						Total Rev	\$ 569,255.97	Additional revenue from rate change					\$ 193,019.97

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income			
User Class	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -			
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Rev						#DIV/0!								#DIV/0!	36179.66
						#DIV/0!								#DIV/0!	317261.94
						#DIV/0!									

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$56,925.60
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 5

	Average Water Use				Average # of Customer	Total Average Revenue By Use	% of Total Average Revenue			Projected			
User Class	Use	Volume Charge	Base Rate	Cost (b)	s @	Class (d)	(e)	Target Revenue (f)	- 2 to +2 Equity	Base Rate	Projected Volume Charge	Projected Monthly Income	
0	0	0	35	35	198.75	6956.25	13.88%	14.95%	1.07%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	2.87886472	35	37.87886472	36.00	1363.64	2.72%	2.90%	0.18%	\$ 1,260.00	\$ 103.64	\$ 1,363.64	
1001-2000	1640	8.199466288	35	43.19946629	38.09	1645.51	3.28%	3.45%	0.16%	\$ 1,333.18	\$ 312.33	\$ 1,645.51	
2001-3000	2679	13.3971313	35	48.3971313	40.27	1949.08	3.89%	4.03%	0.14%	\$ 1,409.55	\$ 539.54	\$ 1,949.08	
3001-4000	3548	17.74022977	35	52.74022977	40.27	2123.99	4.24%	4.36%	0.12%	\$ 1,409.55	\$ 714.45	\$ 2,123.99	
4001-5000	4603	23.01743489	35	58.01743489	34.45	1998.96	3.99%	4.07%	0.08%	\$ 1,205.91	\$ 793.06	\$ 1,998.96	
5001-6000	5622	28.10811354	35	63.10811354	35.18	2220.26	4.43%	4.49%	0.06%	\$ 1,231.36	\$ 988.89	\$ 2,220.26	
6001-7000	6528	32.64025571	35	67.64025571	24.27	1641.81	3.28%	3.30%	0.02%	\$ 849.55	\$ 792.27	\$ 1,641.81	
7001-8000	7630	38.15192264	35	73.15192264	21.82	1596.04	3.18%	3.19%	0.01%	\$ 763.64	\$ 832.41	\$ 1,596.04	
8001-9000	8610	43.047664	35	78.047664	17.73	1383.57	2.76%	2.75%	-0.01%	\$ 620.45	\$ 763.12	\$ 1,383.57	
9001-10000	9421	47.10623586	35	82.10623586	10.64	873.31	1.74%	1.73%	-0.01%	\$ 372.27	\$ 501.04	\$ 873.31	
10001-11000	10515	52.57571421	35	87.57571421	21.73	1902.78	3.80%	3.76%	-0.04%	\$ 760.45	\$ 1,142.33	\$ 1,902.78	
11001-12000	11504	57.52001612	35	92.52001612	14.82	1370.98	2.74%	2.70%	-0.03%	\$ 518.64	\$ 852.34	\$ 1,370.98	
12001-13000	12601	63.00689533	35	98.00689533	10.45	1024.62	2.04%	2.01%	-0.03%	\$ 365.91	\$ 658.71	\$ 1,024.62	
13001-14000	13434	67.17226982	35	102.1722698	20.45	2089.89	4.17%	4.10%	-0.07%	\$ 715.91	\$ 1,373.98	\$ 2,089.89	
14001-15000	14443	72.21557513	35	107.2155751	16.36	1754.44	3.50%	3.43%	-0.07%	\$ 572.73	\$ 1,181.71	\$ 1,754.44	
High Users	36588	182.9423219	35	217.9423219	83.64	18227.90	36.37%	34.78%	-1.58%	\$ 2,927.27	\$ 15,300.63	\$ 18,227.90	
149944				Totals	665	50123.04	100.00%	1.00%	0.00%	\$23,272.61	\$ 26,850.43	\$ 50,123.04	
Total Rev						\$	601,476.48	Additional revenue from rate change					\$ 225,240.48

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class														
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 60,147.65
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 5.5

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income	
User Class	0	0	35	35	198.75	6956.25	13.17%	14.95%	1.77%	\$ 6,956.25	\$ -	\$ 6,956.25	
Under 1000	576	3.166751192	35	38.16675119	36.00	1374.00	2.60%	2.90%	0.30%	\$ 1,260.00	\$ 114.00	\$ 1,374.00	
1001-2000	1640	9.019412916	35	44.01941292	38.09	1676.74	3.18%	3.45%	0.27%	\$ 1,333.18	\$ 343.56	\$ 1,676.74	
2001-3000	2679	14.73684443	35	49.73684443	40.27	2003.04	3.79%	4.03%	0.24%	\$ 1,409.55	\$ 593.49	\$ 2,003.04	
3001-4000	3548	19.51425275	35	54.51425275	40.27	2195.44	4.16%	4.36%	0.20%	\$ 1,409.55	\$ 785.89	\$ 2,195.44	
4001-5000	4603	25.31917838	35	60.31917838	34.45	2078.27	3.94%	4.07%	0.13%	\$ 1,205.91	\$ 872.36	\$ 2,078.27	
5001-6000	5622	30.9189249	35	65.9189249	35.18	2319.15	4.39%	4.49%	0.10%	\$ 1,231.36	\$ 1,087.78	\$ 2,319.15	
6001-7000	6528	35.90428128	35	70.90428128	24.27	1721.04	3.26%	3.30%	0.04%	\$ 849.55	\$ 871.49	\$ 1,721.04	
7001-8000	7630	41.9671149	35	76.9671149	21.82	1679.28	3.18%	3.19%	0.01%	\$ 763.64	\$ 915.65	\$ 1,679.28	
8001-9000	8610	47.3524304	35	82.3524304	17.73	1459.88	2.76%	2.75%	-0.01%	\$ 620.45	\$ 839.43	\$ 1,459.88	
9001-10000	9421	51.81685944	35	86.81685944	10.64	923.42	1.75%	1.73%	-0.02%	\$ 372.27	\$ 551.14	\$ 923.42	
10001-11000	10515	57.83328563	35	92.83328563	21.73	2017.01	3.82%	3.76%	-0.06%	\$ 760.45	\$ 1,256.56	\$ 2,017.01	
11001-12000	11504	63.27201774	35	98.27201774	14.82	1456.21	2.76%	2.70%	-0.06%	\$ 518.64	\$ 937.58	\$ 1,456.21	
12001-13000	12601	69.30758486	35	104.3075849	10.45	1090.49	2.07%	2.01%	-0.05%	\$ 365.91	\$ 724.58	\$ 1,090.49	
13001-14000	13434	73.8894968	35	108.8894968	20.45	2227.29	4.22%	4.10%	-0.12%	\$ 715.91	\$ 1,511.38	\$ 2,227.29	
14001-15000	14443	79.43713264	35	114.4371326	16.36	1872.61	3.55%	3.43%	-0.12%	\$ 572.73	\$ 1,299.88	\$ 1,872.61	
High Users	36588	201.2365541	35	236.2365541	83.64	19757.97	37.41%	34.78%	-2.63%	\$ 2,927.27	\$ 16,830.69	\$ 19,757.97	
149944				Totals	665	52808.08	100.00%	1.00%	0.00%	\$23,272.61	\$ 29,535.47	\$ 52,808.08	
Total Rev						\$ 633,696.99	Additional revenue from rate change						\$ 257,460.99

Base Rate \$ 31.00
Usage Rate per 1000 3.50

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s @	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	Use	Charge	Rate	(b)	s @	(d)	(e)	(f)	Equity	Rate	Volume Charge	Monthly Income		
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -		
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!		
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	36179.66
					Total Rev	#DIV/0!							#DIV/0!	317261.94
						#DIV/0!								

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 63,369.70
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

APPENDIX B

Base Rate \$ 35.00
Usage Rate per 1000 6

	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income		
User Class	Use	Charge												
0	0	0	35	35	198.75	6956.25	12.54%	14.95%	2.41%	\$ 6,956.25	-	\$ 6,956.25		
Under 1000	576	3.454637664	35	38.45463766	36.00	1384.37	2.49%	2.90%	0.41%	\$ 1,260.00	\$ 124.37	\$ 1,384.37		
1001-2000	1640	9.839359545	35	44.83935955	38.09	1707.97	3.08%	3.45%	0.37%	\$ 1,333.18	\$ 374.79	\$ 1,707.97		
2001-3000	2679	16.07655756	35	51.07655756	40.27	2056.99	3.71%	4.03%	0.33%	\$ 1,409.55	\$ 647.45	\$ 2,056.99		
3001-4000	3548	21.28827573	35	56.28827573	40.27	2266.88	4.08%	4.36%	0.27%	\$ 1,409.55	\$ 857.34	\$ 2,266.88		
4001-5000	4603	27.62092187	35	62.62092187	34.45	2157.58	3.89%	4.07%	0.18%	\$ 1,205.91	\$ 951.67	\$ 2,157.58		
5001-6000	5622	33.72973625	35	68.72973625	35.18	2418.04	4.36%	4.49%	0.13%	\$ 1,231.36	\$ 1,186.67	\$ 2,418.04		
6001-7000	6528	39.16830686	35	74.16830686	24.27	1800.27	3.24%	3.30%	0.06%	\$ 849.55	\$ 950.72	\$ 1,800.27		
7001-8000	7630	45.78230716	35	80.78230716	21.82	1762.52	3.18%	3.19%	0.01%	\$ 763.64	\$ 998.89	\$ 1,762.52		
8001-9000	8610	51.6571968	35	86.6571968	17.73	1536.20	2.77%	2.75%	-0.01%	\$ 620.45	\$ 915.74	\$ 1,536.20		
9001-10000	9421	56.52748303	35	91.52748303	10.64	973.52	1.75%	1.73%	-0.02%	\$ 372.27	\$ 601.25	\$ 973.52		
10001-11000	10515	63.09085705	35	98.09085705	21.73	2131.25	3.84%	3.76%	-0.08%	\$ 760.45	\$ 1,370.79	\$ 2,131.25		
11001-12000	11504	69.02401935	35	104.0240193	14.82	1541.45	2.78%	2.70%	-0.08%	\$ 518.64	\$ 1,022.81	\$ 1,541.45		
12001-13000	12601	75.6082744	35	110.6082744	10.45	1156.36	2.08%	2.01%	-0.07%	\$ 365.91	\$ 790.45	\$ 1,156.36		
13001-14000	13434	80.60672378	35	115.6067238	20.45	2364.68	4.26%	4.10%	-0.16%	\$ 715.91	\$ 1,648.77	\$ 2,364.68		
14001-15000	14443	86.65869016	35	121.6586902	16.36	1990.78	3.59%	3.43%	-0.16%	\$ 572.73	\$ 1,418.05	\$ 1,990.78		
High Users	36588	219.5307863	35	254.5307863	83.64	21288.03	38.36%	34.78%	-3.58%	\$ 2,927.27	\$ 18,360.76	\$ 21,288.03		
149944					Totals	665	55493.13	100.00%	1.00%	0.00%	\$23,272.61	\$ 32,220.51	\$ 55,493.13	\$ 665,917.50
						Total Rev	\$ 665,917.50	Additional revenue from rate change					\$ 289,681.50	

Base Rate \$ 31.00
Usage Rate per 1000 \$ 3.50

User Class	Average Water Use	Volume Charge	Base Rate	Cost (b)	Average # of Customer s ©	Total Average Revenue By Use Class (d)	% of Total Average Revenue (e)	Target Revenue (f)	- 2 to +2 Equity	Projected Base Rate	Projected Volume Charge	Projected Monthly Income
0	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Under 1000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
1001-2000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
2001-3000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
3001-4000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
4001-5000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5001-6000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
6001-7000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
7001-8000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
8001-9000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
9001-10000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10001-11000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
11001-12000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
12001-13000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
13001-14000	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
14001-15000	0	0	31	31	0.00	0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
High Users	#DIV/0!	#DIV/0!	31	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
#DIV/0!				Totals	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!
Total Rev						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					
						#DIV/0!	#DIV/0!					

Residential	665	Residential Sewer Base	54
Commercial	0	Commercial Sewer Base	0
Total	665	Residential Usage %	\$ 66,591.75
		Commercial Usage %	#DIV/0!
		Annual	#DIV/0!

METER SIZE	AVERAGE RATES	ALPINE VS AVG RATES/Meter size	Meters sizes and rates									
			3/4	1	1 1/2	2	3	4	Meter size			
0.75	\$ 31.71	\$ (0.71)										
1	\$ 41.99	\$ (10.99)										
1.5	\$ 69.03	\$ (38.03)	488	140	1	21	1	651	Total Meters			
2	\$ 112.00	\$ (81.00)	\$ 31.00	\$ 43.00	\$ 66.00	\$ 111.00	\$ -	\$ 341.00				
3	\$ 252.81	\$ (221.81)	\$ 15,128.00	\$ 6,020.00	\$ 66.00	\$ 2,331.00	\$ -	\$ 341.00	\$ 23,886.00			
4	\$ 361.87	\$ (330.87)							\$ 20,181.00			
5	\$ 344.73	\$ (313.73)							\$ 3,705.00			
6	\$ 785.50	\$ (754.50)	\$ 1,680.00		\$ 35.00	\$ 1,680.00		\$ 310.00	\$ 3,705.00	Increased rate revenue per month		
7	\$ 645.00	\$ (614.00)							\$ 44,460.00	Increased rate revenue per year		
8	\$ 1,143.08	\$ (1,112.08)										

Alpine WW Rate Study

Background Information

- The rate study is as accurate as the figures that were given to MAP.
- There is a total of 683 accounts used for the rate study – 16 commercial rates and 667 residential rates.
- The current rates are residential at \$54.00.
- Usage was used from July 2022 through June 2023.
- Financial information came from the 2021, 2022, and 2023 actuals, and FY2024 actuals from July through May.

Rate Study

- With the agreement, the city will collect \$144,000 annually from Melvin Brewing.

Rate Analysis

- The 2021, 2022, and 2023 actuals are showing a balanced budget.
- Melvin Brewing accounts for 11.4% of the daily water consumption in the entire Alpine water system.
- Based on MAP's projection, the wastewater revenue collected from Melvin Brewing should be a minimum of the total pretreatment costs (\$32,743 FY24)
- 80% of the sludge hauling costs = (\$36808 in FY24),
- The cost of debt service for the pretreatment facility
- and a minimum of 20% expenses = (\$ 111200FY24) of the total WWTP expenses annually.
- Residential Rates
 - The single family residential ERU of \$54 appears to be adequate currently.
- Commercial Rates
 - The commercial and business sewer rates in the structure seem to be adequate currently.
- The average operating ratio for the last three years is 0.99.
 - Operation ratio should be at least 1.2.

Recommendations/Suggestions

- Based on MAP's projection, the wastewater revenue collected from Melvin Brewing should be a minimum of the total pretreatment costs (\$32,743 FY24)
- 80% of the sludge hauling costs = (\$36808 in FY24),
- The cost of debt service for the pretreatment facility
- and a minimum of 20% expenses = (\$ 111200FY24) of the total WWTP expenses annually.
- Maximize revenue and minimize expenses.
 - Maintain a 1.2 debt coverage ratio.
- Other Recommendations:
 - Asset Management Plan
 - Adjust rates periodically to keep up with inflation and costs

Melvin Brewing Impact WW Evaluation Memo JVA 06.12.23

The following are points noted and copied from the WW Memo by MAP staff during the review of the WW Evaluation Memo

It was JVA's impression that the Brewery staff have administered best management practices and employed measures that have separated the waste streams to minimize the strength and quantity of wastewater discharged to the WWTP.

Table 1 – Resources for Review

Item	Reference	Format	Description
1	Melvin Brewing Effluent Study Memo - from Modification	Word	Study commissioned by Melvin regarding impact to WWTP
2	Alpine MBR Permeate Volumes 2014-2022	PDF	List of permeate volumes for Alpine
3	Melvin Brewing BOD TSS FLOW 2020-2022	PDF	List of BOD, TSS, weekly flow for Melvin wastewater
4	Melvin WW Evaluation Memo 2018 - from TO Engineers	PDF	Study commissioned by Melvin regarding impact to WWTP
5	Melvin WW Evaluation Memo 2018 - from Rendezvous	PDF	Study commissioned by Alpine regarding impact to WWTP List of Alpine BOD, TSS, flow List of Melvin BOD, TSS, flow
6	Melvin Payments	PDF	Flow and payments from Melvin to Alpine
7	Melvin WW Evaluation Memo 2022 - from Rendezvous	PDF	Study commissioned by Alpine regarding impact to WWTP List of sludge hauling volumes
8	Discharge Permit	PDF	Alpine discharge permit
9	Approximate Sludge Volume Wasted 2011-2022	Excel	List of sludge hauling volumes
10	Alpine and Melvin composite sampling	Excel	List of composite samples from Alpine Melvin of COD, TKN, BOD

Prior to Melvin coming on-line in 2016, the membranes required clean in place (CIP) once per year; since then, the frequency of CIP has steadily increased to four times per year.

As discussed in the previous reports, the Town use to land apply the digested solids prior to the Brewery coming online, however, now that the WAS loadings are so much greater it is not possible to land apply anymore due to much reduced sludge holding times and less volatile solids destruction. Since then, solids have had to be hauled to other treatment facilities that can receive the solids for final disposal.

The thickened solids concentration inside the digester is maintained at approximately 2 to 2.5 percent and consequently are hauled for disposal at that concentration. **There has been a steady increase of 10-fold in Waste Activated Sludge (WAS) production since 2016.** At the time of the visit, the operation staff were in the process of starting up MBR train #2 being the first time since the plant became operational of using both trains for treatment. The MSW vault discharges in increments of 500 gallons three to four times a day and may discharge up to 800 gallons during high-flow scenarios.

The annual average BOD₅ concentration in 2014 to 2015 was 212 mg/L and increased to 332 mg/L for 2016 to 2022.

Table 2 – Influent BOD₅ Concentrations to Alpine WWTP

Month	BOD ₅ Concentration (mg/L)		BOD ₅ Concentration (mg/L)							Monthly Averages	
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2014-2015	2016-2022
January	262	234	355	458	241	302	456	288	242	248	334
February	188	184	273	587	98	238	298	283	449	186	318
March	196	269	108	283	538	302	234	372	213	233	293
April	146	225	213	251	180	365	215	405	285	186	273
May	202	268	181	334	631	219	346	211	252	235	311
June	169	238	270	590	608	172	370	465	328	203	400
July	386	153	453	336	265	358	329	539	392	269	382
August	219	206	198	132	517	379	552	308	205	212	327
September	103	243	610	339	243	361	434	316	597	173	414
October	139	187	272	223	200	260	365	269	407	163	285
November	235	240	195	311	301	225	205	307	303	238	264
December	175	217	631	404	330	383	357	238	305	196	378
Annual Average	202	222	313	354	346	297	347	333	331	212	332
Annual Max	386	269	631	590	631	383	552	597	597	269	414

The annual average TSS concentration in 2014 to 2015 was 166 mg/L and increased to 227 mg/L for 2016 to 2022.

While higher than typical municipal wastewater, the loading from Melvin represented only an average of 15 percent of the total loading to the WWTP. **The TSS load was an average of 36 percent of the total contribution to the WWTP. However, the average annual organic loading of the WWTP increased 134 percent after the brewery went online. Even if the focus narrows to just the increase from 2015 to 2016, the loading increase was 100 percent.** Looking at Alpine data alone indicates that a significant change to the influent wastewater composition occurred after 2016. The sampling data from Melvin does not support this, which creates a confusing narrative.

To explain this discrepancy, chemical oxygen demand (COD) samples were taken. More samples should continue to be taken to reinforce these findings. Most municipal plants work with BOD as their measure of water quality. BOD measures the amount of oxygen required by microorganisms to break down organic materials. COD measures the amount of oxygen required to break down organic materials by chemical reaction (oxidation). The two values are related, with COD always being the higher value. Typical municipal wastewater has a ratio of between 1.8 to 2.2 of COD: BOD. The two COD/BOD paired samples taken from the Alpine influent show a ratio of 2 and 6. The sample collected 12/15 and 12/16 for the Alpine WWTP was a grab sample meaning that it may not be representative. Based on the composite sample results to date of Melvin COD/BOD paired samples had a COD:BOD ratio range between 7 to 11. Table 5 below summarizes the COD and BOD sampling data.

Table 5 – Alpine WWTP and Melvin Sampling



Date Collected	Parameter	Units	Alpine WWTF (Influent)	Melvin Brewery (Influent)	COD:BOD Alpine	COD:BOD Melvin	Notes
12/15/2022	COD	mg/l	605	6450	6	11	Alpine grab and Melvin composite. Sample days are different
12/16/2022	BOD ₅	mg/l	98	593			
3/14/2023	COD	mg/l	900		2.4		COD composite and BOD ₅ composite. Sample days are different
3/15/2023	BOD ₅	mg/l	376				
5/8/2023	COD	mg/l	620	5000	2*	8*	Alpine composite (3 grabs) and Melvin composite
	BOD ₅	mg/l	-	-			
5/15/2023	COD	mg/l	700	4200	2*	7*	Alpine composite (3 grab) and Melvin composite
	BOD ₅	mg/l	-	-			
5/22/2023	COD	mg/l	1350	4400	4*	7*	Alpine composite (3 grabs) and Melvin composite
	BOD ₅	mg/l	-	-			

* Missing BOD₅ sample data: BOD₅ value set as 337 mg/l for Alpine WWTP Influent (average for 2020 to 2022) and 642 mg/l for Melvin Influent (average for 2020 to 2022)

- Data not yet received

This memo documents that there are two indicators that show that influent waste loads from Melvin have increased WAS quantities produced at the WWTP a minimum of eight times greater than the WAS quantities that would be generated of Alpine only influent wastewater.

For context, if 100,000 gallons of WAS produced, a minimum volume of 80,000 gallons would be produced from Brewery portion of the influent stream and 20,000 gallons produced from Alpine portion of the influent stream.

ENTERPRISE FUND OPERATING BUDGET FOR DISCUSSION ONLY Town of Alpine, WY		FY 2026 ADOPTED	FY 2026 OPERATING BUDGET	NOTES
WASTEWATER FUND				
OPERATING REVENUE				
52-33-100	MONTHLY SERVICE FEES	\$ 750,000.00	\$ 750,000.00	25% Increase Budgeted
52-33-200	CONNECTION FEES	\$ 22,000.00	\$ 22,000.00	
52-33-XXX	CAPACITY FEES	\$ 178,000.00	\$ -	
TOTAL OPERATING REVENUE		\$ 950,000.00	\$ 772,000.00	
GRANT INCOME				
52-34-100	GRANT INCOME	\$ -	\$ -	
52-34-200	LOAN PROCEEDS	\$ -	\$ -	
TOTAL GRANT INCOME		\$ -	\$ -	
OTHER INCOME		\$ -		
52-38-100	INTEREST INCOME	\$ 36,000.00	\$ 36,000.00	
52-38-200	MISC INCOME	\$ -	\$ -	
52-38-300	UNREALIZD GAIN/LOSS	\$ -	\$ -	
TOTAL OTHER INCOME		\$ 36,000.00	\$ 36,000.00	
	PYFB	\$ 935,000.00	\$ 505,000.00	
TOTAL FUND REVENUE		\$ 1,921,000.00	\$ 1,313,000.00	
ADMINISTRATION				
52-42-110	ADMIN SALARIES & WAGES	\$ 30,000.00	\$ 30,000.00	
52-42-210	ADMIN PAYROLL TAXES	\$ 2,500.00	\$ 2,500.00	
52-42-220	ADMIN MEDICAL BENEFITS	\$ 5,000.00	\$ 5,000.00	
52-42-230	ADMIN RETIRMENT	\$ 6,000.00	\$ 6,000.00	
52-42-315	PROFESSIONAL SERVICES	\$ 12,000.00	\$ 12,000.00	
52-42-370	BANK CHARGES	\$ 20,000.00	\$ 20,000.00	
52-42-375	BAD DEBT	\$ -	\$ -	
52-42-380	INSURANCE	\$ 31,000.00	\$ 31,000.00	
52-42-405	POSTAGE	\$ 5,000.00	\$ 5,000.00	
52-42-410	OFFICE & MISCELLANEOUS	\$ 5,000.00	\$ 5,000.00	
TOTAL ADMINISTRATION		\$ 116,500.00	\$ 116,500.00	
COLLECTIONS				
52-82-110	COLLECTIONS SALARIES & WAGES	\$ 45,000.00	\$ 45,000.00	
52-82-210	COLLECTIONS PAYROLL TAXES	\$ 7,000.00	\$ 7,000.00	
52-82-220	COLLECTIONS MEDICAL BENEFITS	\$ 17,000.00	\$ 17,000.00	
52-82-230	COLLECTIONS RETIREMENT	\$ 13,000.00	\$ 13,000.00	
52-82-300	MISC EXPENSE	\$ -	\$ -	
52-82-315	PROFESSIONAL SERVICES	\$ 12,000.00	\$ 12,000.00	
52-82-320	TESTING	\$ 100.00	\$ 100.00	
52-82-325	RENT	\$ 25,000.00	\$ 25,000.00	
52-82-332	REPAIRS & MAINTENANCE	\$ 75,000.00	\$ 75,000.00	
52-82-335	SOFTWARE & IT	\$ 10,000.00	\$ 10,000.00	
52-82-390	TRAVEL/EDUC./TRAINING	\$ 5,000.00	\$ 5,000.00	
52-82-400	TOOLS & EQUIPMENT	\$ 5,000.00	\$ 5,000.00	
52-82-420	OPS PARTS & SUPPLIES	\$ -	\$ -	
52-82-454	UTILITIES	\$ 15,000.00	\$ 15,000.00	
52-82-455	FUEL	\$ 7,500.00	\$ 7,500.00	
52-82-500	VEHICLE REPAIRS & MAINT	\$ 10,000.00	\$ 10,000.00	
52-82-800	DEPRECIATION EXPENSE	\$ 120,000.00	\$ 120,000.00	
TOTAL COLLECTIONS		\$ 366,600.00	\$ 366,600.00	
PRE-TREATMENT				
52-83-110	PRE- TREATMENT S & W	\$ 45,000.00	\$ -	
52-83-210	PRE- TREATMENT PAYROLL TAXES	\$ 7,000.00	\$ -	
52-83-220	PRE-TREATMENT MEDICAL BENEFITS	\$ 17,000.00	\$ -	
52-83-230	PRE- TREATMENT RETIREMENT	\$ 13,000.00	\$ -	
52-83-300	MISC EXP	\$ -	\$ -	
52-83-315	PROFESSIONAL SERVICES	\$ 24,000.00	\$ -	
52-83-320	TESTING	\$ 10,000.00	\$ -	
52-83-332	REPAIRS & MAINTENANCE	\$ 25,000.00	\$ -	
52-83-335	SOFTWARE AND IT	\$ 5,000.00	\$ -	
52-83-390	TRAVEL/EDUC./TRAINING	\$ -	\$ -	
52-83-400	TOOLS & EQUIPMENT	\$ -	\$ -	
52-83-420	OPS PARTS & SUPPLES	\$ -	\$ -	
52-83-454	UTILITIES	\$ 50,000.00	\$ -	
52-83-500	VEHICLE REPAIRS & MAINT	\$ -	\$ -	
52-83-800	DEPRECIATION EXPENSE	\$ 120,000.00	\$ -	
TOTAL PRE-TREATMENT		\$ 316,000.00	\$ -	
WWTP				
52-84-110	WWTP SALARIES & WAGES	\$ 45,000.00	\$ 45,000.00	
52-84-210	WWTP PAYROLL TAXES	\$ 7,000.00	\$ 7,000.00	
52-84-220	WWTP MEDICAL BENEFITS	\$ 17,000.00	\$ 17,000.00	
52-84-230	WWTP RETIREMENT	\$ 13,000.00	\$ 13,000.00	
52-84-300	MISC EXPENSE	\$ -	\$ -	
52-84-315	PROFESSIONAL SERVICES	\$ 60,000.00	\$ 60,000.00	
52-84-318	SLUDGE HAULING/DISPOSAL	\$ 60,000.00	\$ 60,000.00	
52-84-320	TESTING	\$ 5,000.00	\$ 5,000.00	
52-84-332	REPAIRS & MAINTENANCE	\$ 90,000.00	\$ 90,000.00	
52-84-335	SOFTWARE AND IT	\$ 12,000.00	\$ 12,000.00	
52-84-390	TRAVEL/EDUC./TRAINING	\$ 5,000.00	\$ 5,000.00	
52-84-400	TOOLS & EQUIPMENT	\$ 10,000.00	\$ 10,000.00	
52-84-410	MISC EXPENSE	\$ -	\$ -	
52-84-420	OPS PARTS & SUPPLIES	\$ -	\$ -	
52-84-454	UTILITIES	\$ 60,000.00	\$ 60,000.00	

52-84-500	VEHICLE REPAIRS & MAINT	\$ -	\$ -	
52-83-800	DEPRECIATION EXPENSE	\$ 120,000.00	\$ 120,000.00	
TOTAL WWTP		\$ 504,000.00	\$ 504,000.00	
CAPITAL OUTLAY				
52-90-540	WW CAPITAL OUTLAY	\$ 25,000.00	\$ -	
52-90-541	PRE-TREATMENT PROJECT	\$ 250,000.00	\$ -	
52-90-542	IMPACT FEE STUDY	\$ 5,000.00	\$ -	
52-90-543	FY 26- INDUSTRIAL WW STUDY - RATES	\$ 10,000.00	\$ -	
52-90-543	FY 26 - LIGHTING PROJECT	\$ 10,000.00	\$ -	
52-90-544	ULTRAVIOLET REPLACEMENT	\$ 140,000.00	\$ -	
52-90-543	FY 26 - CONTROL SOFTWARE UPDATE	\$ 15,000.00	\$ -	
52-90-543	FY 26 - BACKUP BLOWER MOTOR	\$ 15,000.00	\$ -	
TOTAL CAPITAL OUTLAY		\$ 470,000.00	\$ -	
DEBT SERVICE				
52-95-620	DEBT SERVICE PRINCIPAL	\$ 205,000.00	\$ 205,000.00	
52-95-630	DEBT SERVICE INTEREST	\$ 60,000.00	\$ 60,000.00	
TOTAL DEBT SERVICE		\$ 265,000.00	\$ 265,000.00	
TOTAL FUND EXPENDITURES		\$ 2,038,100.00	\$ 1,252,100.00	
NET REVENUE OVER EXPENDITURES	\$ -	\$ (117,100.00)	\$ 60,900.00	
REMOVE MELVIN PRETREATMENT INCOME			\$ (96,000.00)	
			\$ (35,100.00)	
		PYFB Calculations		
		\$ 935,000.00		
Prior Year Fund Balance - Cash	Pretreatment Project	\$ 250,000.00		
Prior Year Fund Balance - Cash	Rate Studies	\$ 15,000.00		
Prior Year Fund Balance - Cash	Lighting Project	\$ 10,000.00		
Prior Year Fund Balance - Cash	Ultraviolet Light	\$ 140,000.00		
Prior Year Fund Balance - Cash	Blower Motor Back-up	\$ 15,000.00		
Prior Year Fund Balance - Cash	PYFB - Cash	\$ 505,000.00		

ENTERPRISE FUND OPERATING BUDGET FOR DISCUSSION ONLY Town of Alpine, WY		FY 2026 ADOPTED	FY 2026 OPERATING BUDGET	NOTES
WATER FUND				
51-31-900	PROCEEDS FROM ASSET SALES	\$ -	\$ -	
OPERATING REVENUE				
51-33-100	WATER USAGE FEES	\$ 665,000.00	\$ 665,000.00	15% Increase Budgeted
51-33-110	BULK WATER SALES	\$ -	\$ -	
51-33-120	TRANSFER FEES	\$ 7,500.00	\$ 7,500.00	
51-33-200	DISCONNECT/RECONNECT FEES	\$ -	\$ -	
51-33-400	CONNECTION FEES	\$ 100,000.00	\$ 30,000.00	70/30 SPLIT
51-33-XXX	CAPACITY FEES	\$ -		
TOTAL OPERATING REVENUE		\$ 772,500.00	\$ 702,500.00	
GRANT INCOME				
51-34-100	GRANT REVENUE	\$ 877,000.00	\$ -	
51-34-200	LOAN PROCEEDS	\$ -	\$ -	
TOTAL GRANT INCOME		\$ 877,000.00	\$ -	
OTHER INCOME				
51-38-300	MISC. INCOME	\$ -	\$ -	
51-38-310	INTEREST INCOME	\$ 36,000.00	\$ 36,000.00	
TOTAL OTHER INCOME		\$ 36,000.00	\$ 36,000.00	
	PYFB	\$ 285,000.00		
TOTAL FUND REVENUE		\$ 1,970,500.00	\$ 738,500.00	
51-42-110	ADMIN SALARIES & WAGES	\$ 30,000.00	\$ 30,000.00	
51-42-210	ADMIN PAYROLL TAXES	\$ 2,500.00	\$ 2,500.00	
51-42-220	ADMIN MEDICAL BENEFITS	\$ 5,000.00	\$ 5,000.00	
51-42-230	ADMIN RETIREMENT	\$ 6,000.00	\$ 6,000.00	
51-42-315	ADMIN PROFESSIONAL SERVICES	\$ 50,000.00	\$ 50,000.00	
51-42-335	SOFTWARE & IT	\$ 8,500.00	\$ 8,500.00	
51-42-360	DUES & MEMBERSHIPS	\$ 3,000.00	\$ 3,000.00	
51-42-370	BANK CHARGES	\$ 6,000.00	\$ 6,000.00	
51-42-375	BAD DEBT	\$ -	\$ -	
51-42-380	INSURANCE	\$ 4,500.00	\$ 4,500.00	
51-42-395	TRAVEL	\$ 2,000.00	\$ 2,000.00	
51-42-405	POSTAGE	\$ 5,000.00	\$ 5,000.00	
51-42-410	OFFICE & MISCELLANEOUS	\$ 8,000.00	\$ 8,000.00	
TOTAL ADMINISTRATION		\$ 130,500.00	\$ 130,500.00	
FIELD OPS				
51-80-110	FO SALARIES & WAGES	\$ 140,000.00	\$ 140,000.00	
51-80-210	FO PAYROLL TAXES	\$ 22,000.00	\$ 22,000.00	
51-80-220	FO MEDICAL BENEFITS	\$ 56,000.00	\$ 56,000.00	
51-80-230	FO RETIREMENT	\$ 35,000.00	\$ 35,000.00	
51-80-315	PROFESSIONAL SERVICES	\$ 3,000.00	\$ 3,000.00	
51-80-320	TESTING	\$ 10,000.00	\$ 10,000.00	
51-80-325	RENT	\$ 25,000.00	\$ 25,000.00	
51-80-332	REPAIRS & MAINTENANCE	\$ 105,000.00	\$ 105,000.00	
51-80-335	SOFTWARE AND IT	\$ 7,000.00	\$ 7,000.00	
51-80-395	TRAVEL & EDUCATION	\$ 2,000.00	\$ 2,000.00	
51-80-400	TOOLS & EQUIPMENT	\$ 5,000.00	\$ 5,000.00	
51-80-420	OPERATION PARTS & SUPPLIES	\$ -	\$ -	
51-80-430	CHEMICALS	\$ 7,500.00	\$ 7,500.00	
51-80-452	UTILITIES (DISTRIBUTION)	\$ 7,500.00	\$ 7,500.00	
51-80-453	UTILITIES WELLS (GENERATION)	\$ 30,000.00	\$ 30,000.00	
51-80-454	FUEL	\$ 7,500.00	\$ 7,500.00	
51-80-800	DEPRECIATION EXPENSE	\$ 175,000.00	\$ 175,000.00	
TOTAL FIELD OPS		\$ 637,500.00	\$ 637,500.00	15-7-407
CAPITAL OUTLAY				
51-90-540	CAPITAL OUTLAY	\$ 65,000.00	\$ -	
51-90-545	RADIO READ PROJECT	\$ 1,100,000.00	\$ -	
51-90-546	IMPACT FEE STUDY	\$ 5,000.00	\$ -	
TOTAL CAPITAL OUTLAY		\$ 1,170,000.00	\$ -	
DEBT SERVICE				
51-95-620	PRINCIPAL REPAYMENTS	\$ 28,000.00	\$ 28,000.00	
51-95-630	INTEREST EXPENSE	\$ 1,000.00	\$ 1,000.00	
TOTAL DEBT SERVICE		\$ 29,000.00	\$ 29,000.00	
TOTAL FUND EXPENDITURES		\$ 1,967,000.00	\$ 768,000.00	
NET REVENUE OVER EXPENDITURES		\$ 3,500.00	\$ (29,500.00)	-4%
		PYFB Calculations		
		\$ 285,000.00		
Prior Year Fund Balance	Wyoming Class Water Reserves	\$ 285,000.00		

WATER RATES	AFTON	ALPINE	JACKSON	NORDIC RANCH	SVR	THAYNE	AVERAGE	ALPINE VS AVG
							RATES	RATES/Meter size
Service size								
0.75	\$ 22.00	\$ 31.00	\$ 12.59	\$ 85.00	\$ 68.50	\$ 34.75	\$ 42.31	\$ (11.31)
1	\$ 22.00	\$ 31.00	\$ 18.76	\$ 85.00	\$ 96.00	\$ 39.40	\$ 48.69	\$ (17.69)
1.5	\$ 26.25	\$ 31.00	\$ 32.67	\$ 85.00	\$ 195.50	\$ 55.26	\$ 70.95	\$ (39.95)
2	\$ 38.85	\$ 31.00	\$ 49.93	\$ 85.00	\$ 296.50	\$ 74.01	\$ 95.88	\$ (64.88)
Ready to Serve Residential		\$ 31.00			\$ 28.50			\$ 31.00
Ready to Serve Commercial		\$ 31.00						\$ 31.00
USAGE RATES	Up to 60,000	/1000 gal	0-2000	0-10,000	/1000	0-30000		
	\$ 17.00		Included	Included		Included		
	Per 1,000	Per 1,000	Per 1,000	Per 1,000	Per 1,000	Per 1,000		
	61,000-120,000 gal		2001-6000		\$ 2.50	\$ 1.50		
	\$ 0.35		\$ 1.41					
	121,000-300,000		6001-25000					
	\$ 0.40		\$ 3.17					
	300,000 +		25001-50000					
	\$ 0.45		\$ 4.94					
			50001-100000					
			\$ 6.70					
			100000+					
			\$ 8.46					

Water and Sewer extension

From David Jenkins <dave@snowpeakwy.com>

Date Tue 10/7/2025 5:32 PM

To Gina Corson <planning@alpinewy.gov>

Cc Jay Andersen <gibbmanagement@gmail.com>; DeNesha Anderson <denesha@c21jh.com>

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Dear Town Council and Planning Team,

I am writing to request permission to extend our permit for water and sewer for Creative Properties #12 Palisades height at 160 Hwy 89.

We have been working on a subdivision permit process and it has delayed our start date.

Thank you so much for your consideration!

Sincerely,

David Jenkins



STAFF REPORT

TO: Mayor, Town Council, and Planning and Zoning Commission Members

FROM: Gina Corson, Planning & Zoning Administrator

DATE: 08/26/2025

SUBJECT: Creative Properties, LLC Special Use Permit Application

MEETING DATE: 10/14/2025

PURPOSE

To provide background information, review the application for completeness and conformance to the procedural requirements associated with the Special Use Permit application process in Town ordinance No. 2025-004, and make recommendations to the Planning and Zoning Commission and Town Council to aid in their decision-making process.

BACKGROUND

1. Special Use Permit Application and Supplemental Information were submitted on August 6, 2025; All related filing fees have been submitted; the Application was reviewed and evaluated by the Zoning Administrator. "Attachment #1"
2. Required advertising was submitted to Star Valley Independent for consecutive advertising from September 20th through October 8th, 2025, in anticipation of an October 14th, 2025, public hearing. "Attachment #2"
3. As required, all property Owners within a five-hundred-foot (500) radius of the proposed property were notified via supplied information of the project, with ample opportunity to provide comment and/or to give a response to the mailing, either in person or in writing. A response deadline of October 7th, 2025, was given. "Attachment #3" and affidavit of certified mailings "Attachment #4"
4. Approximately thirty-five (35) mailings were sent out.
5. To date, the Town has not received any written responses.
6. A copy of the Preliminary Plat map is attached, further referred to as "Attachment #5".
7. A permit for the construction of proposed structures was approved previously by the planning and zoning commission, and a Residential Building Permit was issued (attachment #6)

NEED FOR SPECIAL USE APPLICATION



The Town of Alpine Land Use Development Code does not specifically address divided ownership in buildings held by a separate property owner or a condominium-style ownership. The applicant is requesting a Special Use Permit to allow divided ownership of proposed live-work units on the property.

APPLICATION SUMMARY

Property Location: Section 29 T37N R118W within the incorporated boundaries of the Town of Alpine, Lincoln County, Wyoming.

Parcels Involved: Lakeview Outpost Addition, also known as Lot #12 of the Palisades Heights Subdivision.

Proposal: Creative Properties, LLC owns a 0.93-acre parcel (40,670 sq. ft.) in the Palisades Heights Subdivision. The developer recently demolished an older commercial building on the site and completed a full renovation of the existing apartment building.

The developer is requesting a **Special Use Permit** to allow flexibility in design and platting for a **mixed-use townhome development** that will include residential, live/work, and commercial units under individual ownership.

Project Overview:

- **Total Units:** 6
- **Unit 1:** Existing two-story apartment building (4,800 sq. ft.) with six 2-bedroom apartments (3 units per floor). Fifteen (15) parking spaces are provided.
- **Units 2–4:** Proposed live/work townhomes (~1,800 sq. ft. each, two stories) with commercial space on the first floor and living quarters above. Two (2) parking spaces per unit (total of six).
- **Units 5–6:** Proposed commercial buildings (two separate two-story structures connected by a shared staircase). Each contains two 1,500 sq. ft. commercial suites. Seventeen (17) parking spaces are allocated.

Each unit will include **Limited Common Elements** (for exclusive use) and share **General Common Elements** maintained under a **Declaration of Covenants, Conditions, and Restrictions (CC&Rs)**.

Development Schedule:



- **Unit 1 (Apartments):** Completed Fall 2024
- **Units 2–4 (Live/Work):** Construction estimated to begin Summer 2026
- **Units 5–6 (Commercial):** Construction estimated to begin Summer 2031

Zoning District(s): Mixed Residential Commercial (MRC).

PROCEDURAL HISTORY

- ☐ **Application Filed:** Special Use Permit application and supplemental information submitted August 06, 2025. All filing fees have been paid in full. Application reviewed by the Zoning Administrator. (Attachment #1)
- ☐ **Public Notice:** Advertising submitted to *Star Valley Independent* for consecutive publications September 24th and October 10th, 2025, for the October 14, 2025, hearing. (Attachment #2)
- ☐ **Mailings:** Approximately thirty-five (35) certified notices mailed to property owners within 500 feet; ~18 owners hold multiple parcels. The applicant also owns property within the radius. Deadline for responses was September 10, 2025. To date, no written responses have been received. (Attachment #3)
- ☐ **Plat Submission:** Proposed Lot #12 plat map attached. (Attachment #4)

REQUIRED SUBMITTALS

Checklist per Section Ordinance No. 2025-004 Special Use Permits Sections 5 and 6:

- ☒ Special Use Permit Application signed by applicant
- ☒ Legal description and deed/easement information
- ☒ Site plan and plat map showing modular buildings, parking, play area, and accessory structures
- ☒ Public notification documents (mailing list and proof)
- ☒ Fees: Paid
- ☒ Written Report addressing how the proposed use complies with the Criteria in Section 6 (Attachment #7)
- ☒ Master Plan/Comprehensive Plan reference prepared by Sunrise Engineering (attachment #8)



STAFF REVIEW AND FINDINGS (see references to 2006 Master Plan, attachment #9, and currently adopted Land Use Development code.)

1. Purpose and Intent of the Mixed Residential-Commercial (MRC) Zone

The **2006 Alpine Municipal Master Plan** identifies the **Mixed Residential-Commercial (MRC) Zone** as a **transitional land use district** designed to:

- Encourage **compact, pedestrian-oriented development** near Alpine’s town center.
- Integrate **small-scale commercial uses** (such as offices, professional services, and boutique retail) with **upper-story or attached residential dwellings**.
- Promote **flexible ownership and use**, allowing properties to function as both **residences and business locations** under one roof.

The MRC Zone was intended to serve as a **bridge between purely commercial and residential neighborhoods**, enhancing community vitality and reducing vehicle dependency. This approach aligns with the mixed-use planning goals reflected in **Chapter 4 (Land Use)** of the Master Plan, which emphasized diversity in both housing types and commercial opportunities.

2. Development Form and Ownership Structure

The Master Plan supports **individual ownership models** for mixed-use projects, stating that the MRC Zone should:

- Allow **attached or detached structures** that combine commercial and residential uses.
- Encourage **owner-occupied units**, particularly for small business operators.
- Facilitate **subdivided or condominium-style ownership**, where each unit may be sold separately.

While the Master Plan does not require that all MRC units be individually owned, it promotes **flexibility** in ownership models — allowing for **fee-simple townhomes, condominiums, or leased spaces**, provided they meet the applicable **design and platting standards**. This flexibility is central to encouraging **homeownership within mixed-use environments** and creating opportunities for residents to live and work in the same location.



3. Relationship to Subdivision and Platting

The Master Plan links the MRC Zone to the **subdivision and platting process** as the mechanism through which individual ownership can occur, while maintaining infrastructure and design integrity. Such projects must meet:

- **Minimum lot size and setback standards,**
- **Parking, access, and utility requirements,** and
- **Design review compatibility** with surrounding development.

In practice, this means that each live/work or residential unit within an MRC project may be **individually owned or sold**, provided that:

- The **subdivision or condominium plat** is approved under Town procedures, and
- The site can support **independent service connections and access** (e.g., water, sewer, fire, and easements).

The **2025 Land Use Development Code (LUDC)** formalizes this process under **Sections 2-207 and 2-208**, which authorize subdivision and **Special Use Permit (SUP)** review for flexible ownership configurations, ensuring that infrastructure and design compliance are maintained.

4. Broader Policy Objective

The overarching goal for the MRC Zone is to:

- Create a **vibrant, small-town downtown** with active street life.
- Provide **affordable ownership opportunities** for both small business operators and local residents.
- Support **incremental infill development** without the need for large-scale rezoning.

Both the **2006 Master Plan** and the **2025 LUDC** share this objective, emphasizing that mixed-use development contributes to:

- A **stronger local economy,**
- A **more diverse housing stock,** and
- **Long-term community sustainability** by combining living and working spaces on a single lot.

5. Project Consistency Analysis – Creative Properties, LLC



The **Creative Properties LLC Special Use Permit** request concerns redevelopment of **Lot 12, Palisades Heights Subdivision**, zoned **MRC**. The proposal includes:

- Redevelopment of an existing apartment building;
- Construction of **three new live/work townhome units** (commercial below, residential above); and
- **Two commercial-only buildings** providing small business and retail space.

The applicant seeks an **SUP** to allow flexibility for **platting and ownership**, enabling **individual sale of townhome units** while maintaining unified site design and infrastructure.

Findings:

- The project **aligns with the 2006 Master Plan's vision** for compact, mixed-use infill that encourages both homeownership and small business activity.
- It satisfies the **intent and purpose of the 2025 LUDC's MRC District** by integrating residential and commercial uses, ensuring pedestrian connectivity, and supporting owner-occupancy opportunities.
- The applicant's plan to subdivide the development following SUP approval is consistent with the **procedural requirements of Sections 2-207 and 2-208** of the LUDC.
- The proposed architectural scale, site design, landscaping, and snow storage meet the **design review criteria of Article 4.5 (Design Standards)**.
- The proposed mixed-use configuration improves the Town's **tax base, infill continuity, and long-term economic sustainability**, while remaining compatible with adjacent land uses.

6. Implications for Current Interpretation

Given the 2006 policy framework and the 2025 regulatory structure, the **Special Use Permit request** to allow subdivision and individual ownership of units:

- **Directly aligns** with the **original policy vision** of the MRC Zone;
 - **Maintains** the required design cohesion and infrastructure adequacy; and
 - **Fulfills** both the **intent and practical application** of the Town's mixed-use development policies.
-

7. Overall Finding



The **Creative Properties, LLC proposal** represents a **model application of Alpine’s Mixed Residential-Commercial zoning framework**.

It effectively implements the community’s long-standing goals by:

- Encouraging **local ownership and entrepreneurship**,
- Supporting **walkable, mixed-use redevelopment**, and
- Ensuring **compliance with both the Master Plan and LUDC** through the SUP and subdivision processes.
- **Completeness:** All required paperwork appears to be in order.
- **Conformance with LUDC:** The application meets all Special Use Permit (SUP) standards and procedures.
- **Consistency with Comprehensive Plan:** The 2006 Alpine Master Plan identified this area (Lots 4 and 6, now Lots 10 and 11) as suitable for future school facilities.
- **Zoning:** The property remains designated **Public and Community Facilities (PCF)**, consistent with the intended use.
- **Public Response:** No written responses have been received.

Staff therefore finds that the proposed Special Use Permit is consistent with the intent of the Mixed Residential-Commercial Zone and the long-range planning goals of the Town of Alpine.

PUBLIC NOTIFICATION

- Certified mailings sent to owners within 500 feet (approx. 35 mailings).
- Publication in Star Valley Independent on September 24 and October 1, 2025.
- Public notices we posted at the Town of Alpine Post Office and Town Hall for 1 month before the Public hearing date
- Comment deadline October 7, 2025.
- No Written responses received

RECOMMENDATION

Staff recommends approval of the Special Use Permit (SUP) submitted by Creative Properties, LLC for the redevelopment of Lot 12, Palisades Heights Subdivision, zoned Mixed Residential-Commercial (MRC). The proposed project—including a mix of live/work townhome units, commercial suites, and redevelopment of the existing apartment building—meets the intent of both the 2006 Alpine Master Plan and the 2025 Land Use and Development Code (LUDC) by promoting compact, pedestrian-oriented development and supporting local ownership opportunities. The proposal aligns with the purpose of the MRC Zone by integrating residential and commercial uses in a manner that encourages small business activity, increases housing



diversity, and enhances the vitality of the town center. Staff finds the project consistent with the Town's long-range planning goals and recommends approval.

ATTACHMENTS:

1. Special Use Permit Application
2. Public Notice for Required Advertising
3. Property Owners Notification List Within a five-hundred (500) foot Radius
4. Affidavit of certified mailings
5. Proposed Lot #15 Plat Map
6. Residential Building Permit #R2-05-24
7. Written Report addressing how the proposed use complies with the Criteria in Section 6
8. Master Plan Report by Sunrise Engineering
9. Town of Alpine Master Plan 2006



Town of Alpine

SPECIAL USE PERMIT APPLICATION

All applicants seeking a Special Use Permit from the Town of Alpine, Wyoming, shall submit a complete application to the Town Planning Commission in accordance with the procedures set forth in Ordinance No. 2025-004, including all required documentation demonstrating compliance with applicable zoning regulations and the Town's Comprehensive Plan.

Property Owner Information:

Please fill out the information below for the legal property owner. If the applicant is not the property owner, written authorization from the property owner must be attached to this application.

Full Name: Creative Properties LLC
Last c/o Dave Jenkins First M.I.

Mailing Address: PO Box 2911, Alpine WY 83128
City State Zip

Email Address: dave@snowpeakwy.com Phone Number: 307-880-4444

Authorized Representative: Surveyor Scherbel, Ltd.

Project Description:

Legal Description: Lot 12 Palisades Heights Subdivision
(Lot #, Block, Tract, & Subdivision)

Please provide a detailed description of the proposed use for the property. Include information about the type of activity, operating hours (if applicable), and any structures, improvements, or modifications being proposed.

See attached.

Please indicate below whether the proposed Special Use is **Temporary** or **Permanent**:

☐ **TEMPORARY SPECIAL USE:** A Temporary Special Use Permit applies to short-term activities or events that are limited in duration, such as seasonal events, temporary structures, or short-term commercial operations. The permit may include specific start and end dates and will require removal or cessation of the use upon expiration.

☒ **PERMANENT SPECIAL USE:** A Permanent Special Use Permit applies to ongoing land uses or developments that are intended to be continuous or long-term in nature, subject to all applicable conditions and ongoing compliance with the Town's zoning and land use regulations.

The application fee for a Special Use Permit is \$1,500.00. This fee must be submitted at the time of application and is non-refundable, regardless of the outcome of the review process.

Criteria for Approval:

The Town Council or Planning Commission will evaluate your application based on the criteria outlined below. Please provide a written response for each criterion, explaining how your proposed use meets these standards.

Compatibility with Zoning:

Describe how the proposed use is compatible with the surrounding area and consistent with the Town's Comprehensive Plan and zoning regulations.

See Master Plan Report prepared by Sunrise Engineering.

Impact on Public Health and Safety:

Explain how the proposed use will avoid adverse impacts on public health, safety, or welfare. Include information on water, sewer, transportation, and emergency service provisions.

See Master Plan Report prepared by Sunrise Engineering.

Environmental Impact:

Describe any potential environmental impacts and how they will be addressed. Consider air quality, water quality, noise, and wildlife habitat.

See Master Plan Report prepared by Sunrise Engineering.

Traffic and Access:

Explain how the proposed use will manage traffic, provide safe access, and include adequate parking.

See Master Plan Report prepared by Sunrise Engineering.

Mitigation of Negative Effects:

Identify any possible negative effects (e.g., noise, lighting, traffic) and explain the measures you will take to minimize them.

See Master Plan Report prepared by Sunrise Engineering.

Consistency with Community Character:

Explain how the proposed use fits with the character and aesthetics of the surrounding neighborhood or district.

See Master Plan Report prepared by Sunrise Engineering.

SITE PLAN & SUPPORTING DOCUMENTS:

Applicants must submit a site plan and all supporting documentation relevant to the proposed special use. The level of detail required may vary depending on whether the proposed use is temporary or permanent.

SITE PLAN:

PURPOSE:

The site plan provides the Town with a clear visual and written understanding of the proposed land use and any physical changes to the property. It ensures the project can be reviewed for consistency with zoning regulations, the Town's Comprehensive Plan, and potential impacts on surrounding properties.

HELPFUL TIPS:

Your application will be reviewed by the Planning & Zoning Commission and ultimately decided upon by the Town Council. When preparing your site plan and narrative, please include:

- **Description of existing site conditions** (lot size, structures, topography, vegetation, etc.)
- **Details on proposed changes** (new buildings, modifications, setbacks, access, parking, lighting, landscaping)
- **How the project complies** with applicable zoning standards and how it mitigates potential impacts (traffic, noise, lighting, etc.)

The more detail you provide, the more complete your application will be for Planning & Zoning review.

ADDITIONAL REQUIRED DOCUMENTS (IF APPLICABLE):

Depending on the nature of your proposed use, you may also be required to submit:

- Architectural drawings or renderings
- Traffic impact analysis
- Environmental assessment
- Drainage plan or grading information
- Utility service plans
- Development schedule (for larger or phased projects)

Person or Company Responsible for Preparation (If Different From Applicant):

Name	Surveyor Scherbel, Ltd / Sunrise Engineering
Address:	PO Box 725 / 770 S. Washington St., Ste A; Afton, WY 83110
Telephone Number:	307-885-9319 / 307-885-5800
Email Address:	

Following Submission, the Process Is as Follows:

- The Zoning Administrator, or their designated representative, will conduct a thorough review of your application to ensure completeness and compliance with applicable zoning regulations, the Town's Comprehensive Plan, and the criteria outlined in Ordinance No. 2025-004. A written staff report summarizing findings, potential impacts, and a recommendation will be prepared for the Planning and Zoning Commission.
- As soon as practical, a public hearing will be scheduled before the Alpine Planning and Zoning Commission. Notice of the hearing will be provided to all property owners within 500 feet of the proposed site, as required by ordinance.
- The applicant or their legal representative is required to attend the hearing. It is the applicant's responsibility to present accurate, fact-based information in support of the proposed use. All claims, exhibits, and statements should be substantiated with clear and relevant documentation or analysis—not promotional or speculative in nature.
- After reviewing the staff report and considering public comments, the Planning and Zoning Commission will issue a written recommendation to the Alpine Town Council. The recommendation will include a rationale for approval, approval with conditions, or denial. Conditions may be recommended to mitigate impacts on surrounding properties or public infrastructure.
- The Town Council will review the staff report, the Planning and Zoning Commission's recommendation, and any additional public input before making a final decision. The Council may vote to approve, approve with conditions, or deny the Special Use Permit application.
- If approved, the Special Use Permit will be issued with any applicable conditions outlined in the Council's decision. The applicant must adhere to these conditions at all times. Failure to comply may result in penalties or revocation of the permit, as outlined in Ordinance No. 2025-004.
- If the Special Use Permit is denied, the applicant or an aggrieved party may file a written appeal with the Town's Board of Adjustment within thirty (30) days of the final decision.

Special Use Permit Public Hearing Notification Requirement:

Following confirmation that your application is complete and a hearing has been scheduled, **you will be provided with a Notice of Public Hearing** prepared by the Town Clerk.

It is **your responsibility** to complete the following notification tasks **no less than twenty (20) business days prior to the scheduled Planning and Zoning Commission Public Hearing:**

- Distribute the Notice of Public Hearing via certified mail to all utility providers that serve or may be impacted by the proposed special use.
- Distribute Notice of Public Hearing to any person owning property that is adjacent to or within five hundred (500) feet of the proposed special use.

Legal Advertising:

It will be your responsibility to give notice of the public hearing at least twice in the local newspaper. The first notice shall be given at least fifteen (15) business days prior to the date of the public hearing. The notice shall contain a location map which includes identifiable landmarks and boundaries of the property.

Local Newspaper: Star Valley Independent
Email: amandan@svinews.com Phone Number: 307-885-5727

It will be your responsibility to post notice on the territory proposed to be annexed. Notice shall be no less than 18" x 24" and posted on material that is visible from the property line. Costs of production of the notice and posting the notice shall be borne by the applicant.

PLEASE NOTE:

You must submit proof of all mailings, legal advertisements, and property posting to the Town Clerk prior to the public hearing. Failure to meet these requirements may delay or reschedule your hearing.

Certification

By signing below as the Property Owner or an Authorized Representative, I hereby certify that all information provided in this Special Use Permit application is true, accurate, and complete to the best of my knowledge. I acknowledge that any false or misleading information may result in delays, denial, or revocation of the permit.

Signature: Dave Jenkins

Printed Name: Dave Jenkins

Title/Relationship to Property (if applicable): Managing Member

Date: 08/06/2025



Completed Document Audit Report

Completed with SignWell.com

Title: Alpine - Special Use Permit Application - Creative Properties LLC

Document ID: 079a658a-e239-47d7-bdf4-c0190bfc8f2b

Time Zone: (GMT-07:00) Mountain Time - Denver

Files

Alpine - Special Use Permit Application - Creative.pdf - 5 pages

Aug 06, 2025 09:32:31 MDT

Activity

 Surveyor Scherbel IP: 45.13.235.139	created the document (surveyorscherbelltd@gmail.com)	Aug 06, 2025 09:32:48 MDT
 Surveyor Scherbel IP: 45.13.235.139	sent the document to dave@snowpeakwy.com	Aug 06, 2025 09:33:54 MDT
 Dave Jenkins IP: 2600:100e:b33e:2986:8f6:fdc1:4792:531	first viewed document (dave@snowpeakwy.com)	Aug 06, 2025 09:56:13 MDT
 Dave Jenkins IP: 2600:100e:b33e:2986:8f6:fdc1:4792:531	signed the document (dave@snowpeakwy.com)	Aug 06, 2025 09:56:48 MDT



Town of Alpine

LEGAL NOTICE

SPECIAL USE PERMIT

Notice is hereby given that on August 19, 2025, Creative Properties, LLC filed a Special Use Permit Application for the property located at 160 US Highway 89, Lot #12 of the Palisades Heights Subdivision, GLO Lot 5 Section 29 T37N R118W Lincoln County, Wyoming.

The Town of Alpine Land Use Development Code does not specifically address divided ownership in buildings held by a separate property owner or a condominium-style ownership. The applicant is requesting a Special Use Permit to allow divided ownership of proposed live-work units on the property.

On behalf of the applicant, the Town of Alpine Planning and Zoning Commission will conduct a public hearing to receive public comment and consider the proposed special use. The public hearing is scheduled for:

Date: October 14th, 2025

Time: 7:00 PM

Location: Town Council Chambers- 250 Rivers Circle, Alpine, Wyoming

During the hearing, the applicant and/or their representative(s) will present an overview of the proposed special use request. Following the public hearing, the Planning and Zoning Commission will recommend approval, approval with conditions/modifications, or denial of the Special Use Permit to the Alpine Town Council.

A second public hearing will be held by the Alpine Town Council on:

Date: October 21st, 2025

Time: 7:00 PM

Location: Town Council Chambers- 250 Rivers Circle, Alpine, Wyoming

Plat map and other information are available for public review at the Town Hall Office. Additional staff reports and related documents will be available after August 20th, 2025.

Public comments, support letters, or protest letters may be submitted in writing to the Town of Alpine Zoning Administrator or by email to: planning@alpinewy.gov.

Submissions by October 7th, 2025, are encouraged to ensure inclusion in the public record. All submitted letters will be read into the record during the public hearing. Public attendance is welcome and encouraged.



Town of Alpine

LEGAL NOTICE

Contact Information:

Gina Corson
Acting Planning and Zoning Administrator- Town of Alpine
250 River Circle, P.O. Box 3070
Alpine, WY 83128
Phone: (307) 654-7757
Email: planning@alpinewy.gov

NEIGHBORS WITHIN 500 FT OF LOT 12 PALISADES HEIGHTS SUBDIVISION
Information pulled from current LCWY GIS as of 12 MARCH 2025

Snow Peak Properties, LLC
 PO Box 2911
 Alpine, WY 83128

Morning Star Baptist Mission

Robinson Rentals, LLC
 3695 Lake Creek
 Wilson, WY 83014

Jim & Linda Sandner, Trustees
 PO Box 3274
 Alpine, WY 83128

Danielle Raver, Trustee
 PO Box 5612
 Etna, WY 83118

Roger Brown, Trustee
 PO Box 3867
 Alpine, WY 83128

Darrell & Scott Shervin
 PO Box 14450
 Jackson, WY 83002

Sally Ruttenberg, Trustee
 13351 Riverside Dr. #314
 Sherman Oaks, CA 91423

Quinnbella, LLC
 PO Box 3581
 Jackson, WY 83001

Robert & Jaclyn Shockey, Trustees
 PO Box 3377
 Alpine, WY 83128

Star Valley Apostolic Church

Donald Sherman
 PO Box 3783
 Alpine, WY 83128

Cynthia & Tiffany Barber
 PO Box 3181
 Alpine, WY 83128

Joseph Meeks
 PO Box 3977
 Alpine, WY 83128

Glenda Lawrence
 PO Box 2076
 Jackson, WY 83001

Michael Nugent
 PO Box 132
 Jackson, WY 83001

Laurie Vasko
 PO Box 3594
 Alpine, WY 83128

Jeffrey & Marilyn Raver
 PO Box 3125
 Alpine, WY 83128

Severson Investments, LLC

Ridge Creek Investment Co.
 PO Box 1
 Jackson, WY 83001

Jon & Senne Toolson
 PO Box 3828
 Alpine, WY 83128

Robinson Family Living Trust
 3695 N Lake Creek Dr
 Wilson, WY 83014

Louis Browning
 671 Washington St
 Afton, WY 83110

Goetz, LLC
 PO Box 3646
 Alpine, WY 83128

Brian & Megan Cook
 152 Moose Manor Lane
 Afton, WY 83110

Michael Bills & Kimberly Clark
 10413 NW 41st St
 Yukon, OR 97399

Rental Property #3, LLC
 PO Box 649
 Jackson, WY 83001

NEIGHBORS WITHIN 500 FT OF LOT 12 PALISADES HEIGHTS SUBDIVISION
Information pulled from current LCWY GIS as of 12 MARCH 2025

Victoria Ross
PO Box 3769
Alpine, WY 83128

Joshua Wendell
PO Box 3992
Alpine, WY 83128

Rachel Grimes
PO Box 5189
Etna, WY 83118

Annessa Melnick
PO Box 11591
Jackson, WY 83002

Tani Randolff
PO Box 13773
Jackson, WY 83002

Melinda Pavek, Trustee
4500 S Four Mile Run Dr #1025
Arlington, VA 22204

CK Jackson Holdings, LLC
4251 Melody Ranch Dr
Jackson, WY 83001

Jeffrey & Kristin Barens, Trustees
14380 S Caddis Court
Jackson, WY 83001

AFFIDAVIT OF MAILING

STATE OF WYOMING)
) ss
 COUNTY OF LINCOLN)

I, Jennifer Gunter, being first duly sworn, deposes and states as follows:

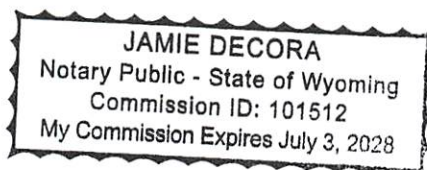
1. I am over the age of eighteen (18) and am competent to make this affidavit.
2. On the 21st day of August 2025, I mailed notices by First Class Mail (Exhibit A) and Certified Mail (Exhibit B) to the property owners and entities on the lists provided to the Town of Alpine as part of the Special Use Permit Application for Creative Properties, LLC.
3. A true and correct copy of the mailing lists are attached hereto as Exhibit A and Exhibit B.
4. A true and correct copy of the Notice of Hearing mailed to each property owner is attached hereto as Exhibit C.
5. I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Dated this 9th day of September 2025.


 Jennifer Gunter

The foregoing instrument was subscribed and sworn to and acknowledged before me by Jennifer Gunter this 9th day of September 2025. Witness my hand and official seal.

[SEAL]




 Notary Public
 My Commission Expires: 07/03/2028

EXHIBIT A

Section 9, Itemb.

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PO Box 2911
Alpine, WY 83128

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156 Morning Star Drive
Alpine, WY 83128

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3695 Lake Creek
Wilson, WY 83014

Jim & Linda Sandner, Trustees
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Alpine, WY 83128

Danielle Raver, Trustee
PO Box 5612
Etna, WY 83118

Roger Brown, Trustee
PO Box 3867
Alpine, WY 83128

Darrell & Scott Shervin
PO Box 14450
Jackson, WY 83002

Sally Ruttenberg, Trustee
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Sherman Oaks, CA 91423

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PO Box 3581
Jackson, WY 83001

Robert & Jaclyn Shockey, Trustees
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Alpine, WY 83128

Star Valley Apostolic Church
173 US Highway 89
Alpine, WY 83128

Donald Sherman
PO Box 3783
Alpine, WY 83128

Cynthia & Tiffany Barber
PO Box 3181
Alpine, WY 83128

Joseph Meeks
PO Box 3977
Alpine, WY 83128

Glenda Lawrence
PO Box 2076
Jackson, WY 83001

Michael Nugent
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Jackson, WY 83001

Laurie Vasko
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Alpine, WY 83128

Jeffrey & Marilyn Raver
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Salt Lake City, UT 84117

Ridge Creek Investment Co.
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Jackson, WY 83001

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Tani Randolph
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Arlington, VA 22204

CK Jackson Holdings, LLC
4251 Melody Ranch Dr
Jackson, WY 83001

Jeffrey & Kristin Barens, Trustees
14380 S Caddis Court
Jackson, WY 83001

EXHIBIT B

Section 9, Itemb.

86 142E 3241 86
9589 0710 5270 1758 8521 025 0120 6856

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Freedom, WY 83120	
Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee, as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Silver Star PO Box 226 Freedom, WY 83120	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

0476 14
Postmark Here
AUG 21 2025
AFTON WY

9589 0710 5270 1758 3241 93

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jackson, WY 83001

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total \$6.08

Lower Valley Energy
 PO Box 572
 Jackson, WY 83001

Postmark Here
 AUG 21 2025
 0476 AFTON WY 82410

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1758 3241 79

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rock Springs, WY 82901

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total	\$6.08

Postmark Here

08/21/2025

Wyoming Dept of Transportation
District 3 Headquarters
3200 Elk Street
Rock Springs, WY 82901

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Town of Alpine LEGAL NOTICE

SPECIAL USE PERMIT

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Date: October 14th, 2025

Time: 7:00 PM

Location: Town Council Chambers- 250 Rivers Circle, Alpine, Wyoming

During the hearing, the applicant and/or their representative(s) will present an overview of the proposed special use request. Following the public hearing, the Planning and Zoning Commission will recommend approval, approval with conditions/modifications, or denial of the Special Use Permit to the Alpine Town Council.

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Town of Alpine

LEGAL NOTICE

Contact Information:

Gina Corson

Acting Planning and Zoning Administrator- Town of Alpine

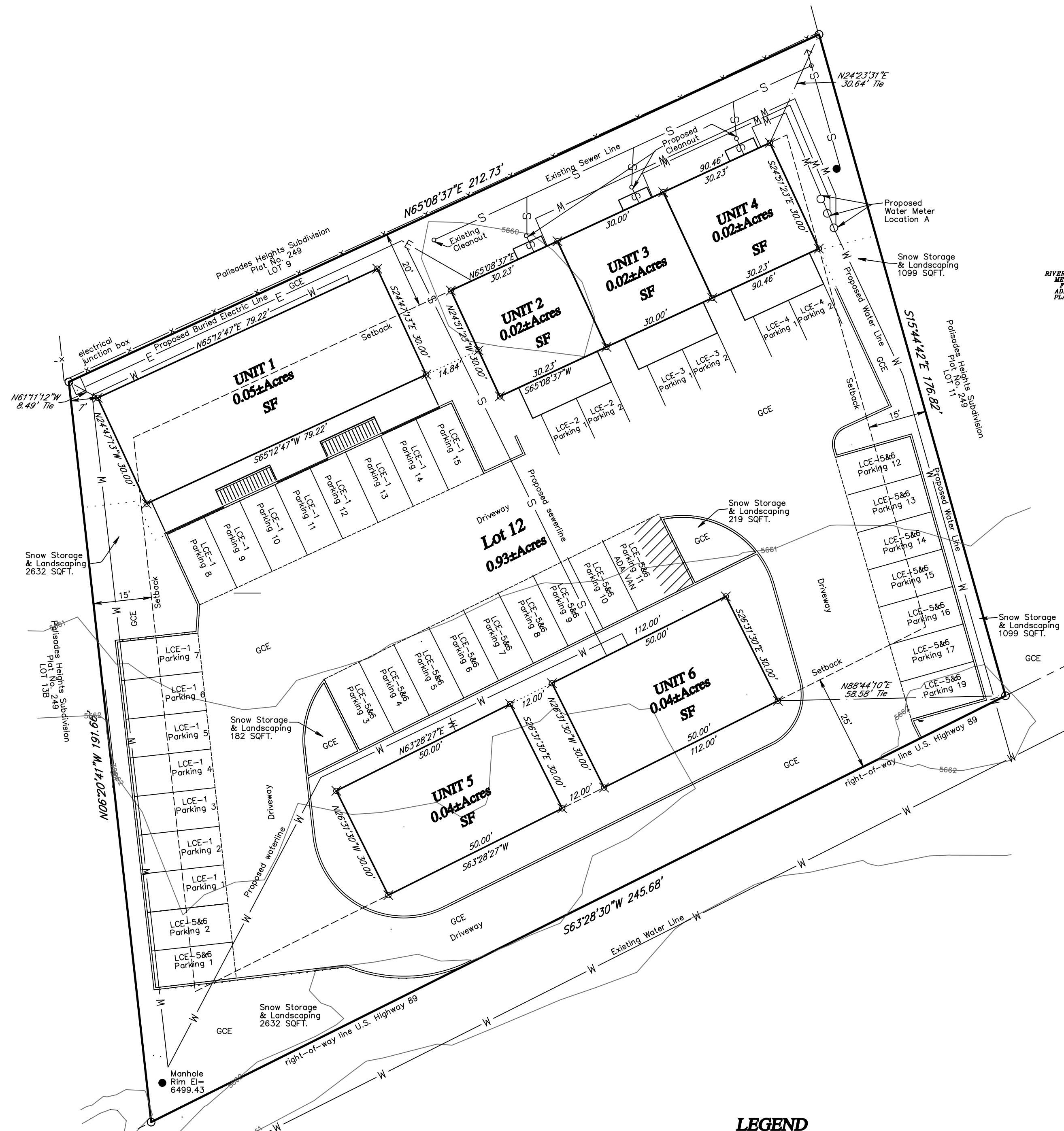
250 River Circle, P.O. Box 3070

Alpine, WY 83128

Phone: (307) 654-7757

Email: planning@alpinewy.gov

LAKEVIEW OUTPOST ADDITION



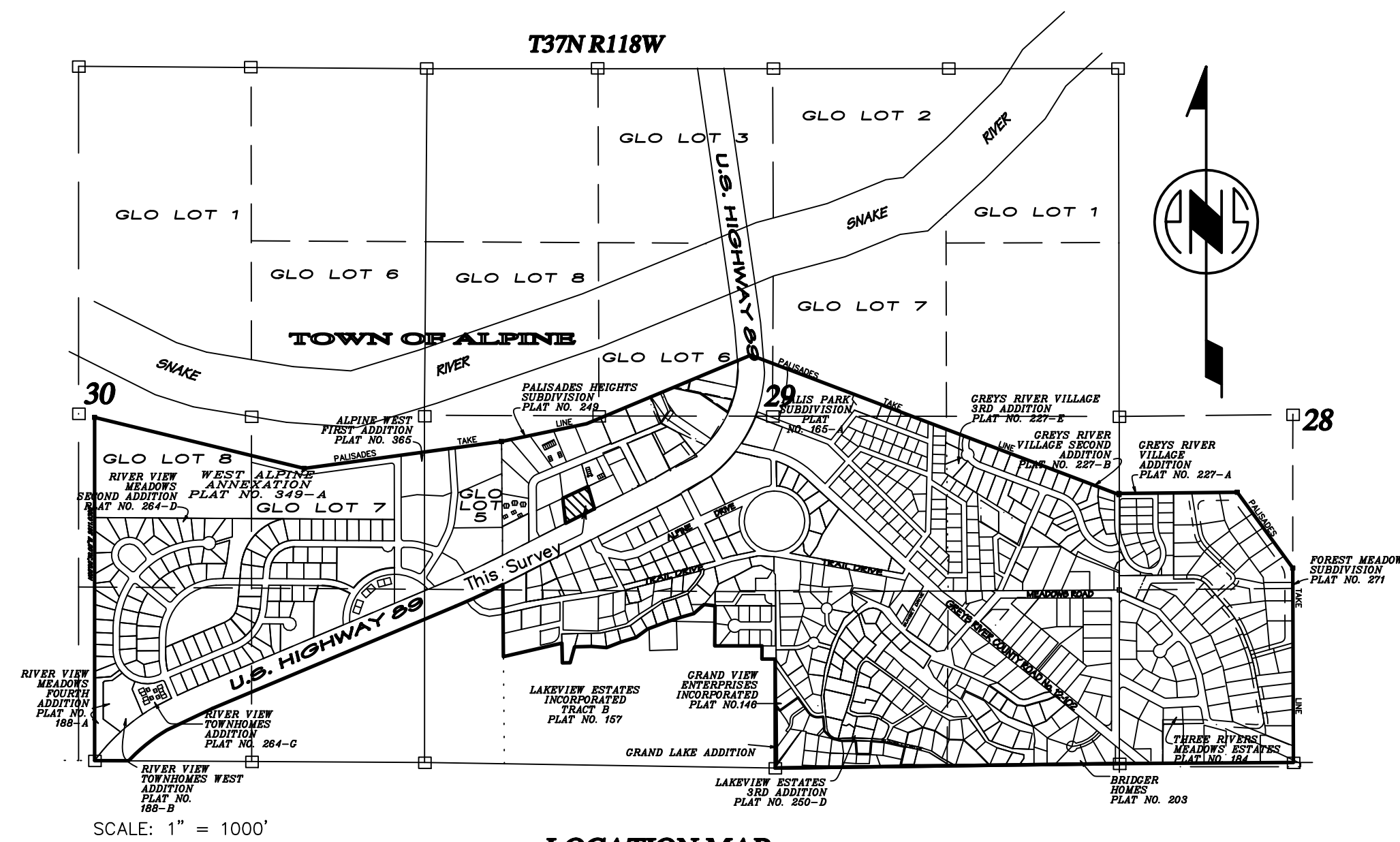
NOTES

- Where bearings are not shown they are parallel to the appropriate unit lines.
- Total area dedicated for off street parking: 20,100 Sq. Ft. Minimum snow storage area required: 19,687 X 0.20 = 3937 Sq. Ft. Snow storage provided: 2632 + 1099 + 182 + 219 = 4132 Sq. Ft.
- Landscaping: 7205 Sq. Ft. provided / 4051 Sq. Ft. required.
- Typical Parking is 10' X 20'.

LEGEND

- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
- Indicates a steel T-shaped stake 24" long with brass cap inscribed: "SURVEY POINT DO NOT DISTURB RLS164" and other details found this survey.
- ✕ Indicates a calculated position, nothing found or set.
- Indicates lot lines of record.
- W— Indicates a water line.
- S— Indicates a sewer line.
- LCE—Unit 1— Indicates that part of the common area which is Limited Common Element appurtenant to the unit of the same number.
- GCE— Indicates that part of the common area which is General Common Element.
- Unit 1 Indicates a townhome unit.

The Basis of Bearing for this survey is N01°04'44"W along the line from the "Call" C51/16 to the "Call" C1/4 of Section 29, T37N R118W.



LOCATION MAP

CERTIFICATE OF OWNERS

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

The undersigned do hereby certify that the subdivision of Lot 12 of the Palisades Heights Subdivision within the incorporated limits of the Town of Alpine, as shown on this plat and more particularly described in the certificate of surveyor, is with the free consent and in accordance with the desires of the owner and proprietor of the described lands;

that the name of the addition shall be the **LAKEVIEW OUTPOST ADDITION** to the Town of Alpine;

that they do hereby vacate said Lot 12 in accordance with Section 34-12-106 Wyoming Statutes 2024, as amended, and respectfully request the Clerk of Lincoln County to so mark said plat in accordance with Section 34-12-110;

that Units 1-6 are townhouse type ownership as defined in the Declaration of Covenants, Conditions and Restrictions for Lake Outpost Addition of record in the Office of the Clerk of Lincoln County;

that each owner of units within this addition is a member of the Lakeview Outpost Property Association;

that each unit consists of a single townhouse unit and the underlying land together with the exclusive use of the Limited Common Element (LCE) with the same unit designation and an undivided interest in the General Common Element (GCE) all defined in said Declaration;

that said addition is subject to any easements of record;

that an emergency vehicle easement is hereby granted to the Town of Alpine over and across the common area (GCE, LCE) shown hereon;

that utility easements identical with the common area (GCE, LCE) shown hereon are hereby granted to Lower Valley Power and Light, Inc. and Silver Star Telephone Company, Inc. and other public and private utilities to serve the units of this addition;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released;

Creative Properties, LLC

Signature obtained by separate Certificate of Owner to be recorded concurrently herewith

Managing Member

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

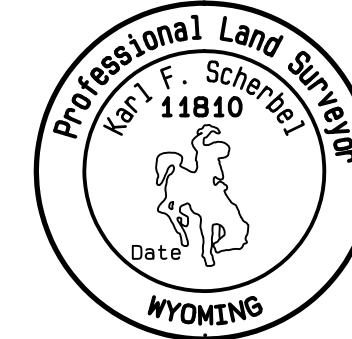
I, Karl F. Scherbel of Afton, County of Lincoln, State of Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by me and persons under my supervision during 2025, and from records in the Office of the Clerk of Lincoln County and that it correctly represents the **LAKEVIEW OUTPOST ADDITION**

to the Town of Alpine, described as follows:

Lot 12 of the Palisades Heights Subdivision within the Town of Alpine of record in said office as Plat No. 249 within the GLO LOT 5 of Section 29, T37N, R118W, Lincoln County, Wyoming;

that said addition was accurately surveyed, that the parts thereof are accurately staked off and marked with appropriate metal monuments, including magnetic iron, and inscribed at least with the registration number of the land surveyor to provide source identification at all lot corners of the addition, and that their locations are correctly shown hereon;

Encompassing an area of 0.93 acre, more or less;



the foregoing instrument was acknowledged before me by Karl F. Scherbel this ___ day of ___, 2025;

Notary Public _____ My Commission expires: _____

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

The foregoing **LAKEVIEW OUTPOST ADDITION** to the Town of Alpine was approved at the regular meeting of the Alpine Town Council on this ___ day of ___, 2025 in accordance with Resolution No. ___ of the Town of Alpine.

Town of Alpine

Attest:

Monica L. Chenault, Town Clerk

Eric Green, Mayor

OWNERS:

Creative Properties, LLC
P.O. Box 1196
Jackson, Wyoming 83001

LAND USE TABLE:

Total Number of Units: 6	0.93± Acres
Total Acres:	MRC-Mixed Residential and Commercial District
Zoning:	

SURVEYOR:

Surveyor Scherbel, Ltd.
P.O. Box 725
Afton, Wyoming 83110
(307) 885-9319

DATE:

August 2025

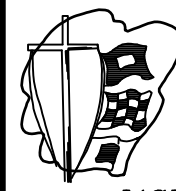
ADVANCE PLAT
SUBJECT TO CORRECTION
AND APPROVAL

CERTIFICATE OF RECORDATION

This plat was filed for record in the Office of the Clerk of Lincoln County on this ___ day of ___, 2025.

April Brunski, Clerk

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS



BOX 96 BIG DINEY-MARLBLETON, WYO. 83119 TEL. 307-276-3947
BOX 725 AFTON, WYO. 83110 TEL. 307-885-9319; ALPINE, WYO. 83120 TEL. 307-885-9319
JACKSON, WYO. TEL. 307-283-5903; LAVA, ID. TEL. 208-776-5930; MONTPELIER, ID. TEL. 208-847-2800



4/17/25-CAP: Edit per Afton review
4/1/25-CAP: Edit per Afton review
REVISIONS:

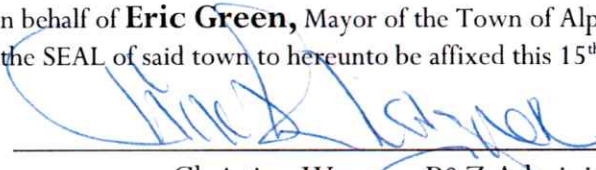


Town of Alpine
RESIDENTIAL PERMIT
Permit No. R2-05-24

CONTINGENT PERMIT APPROVAL: Town of Alpine to Receive a Certificate of Placement for building placement. Owner/Contractors to follow the 2021 International Building Code, any changes to the permitted building plans will need permit amendment.

Is hereby granted to **Creative Properties, LLC** by the Town of Alpine. To place a Multi-Unit Townhome {Live/Work Building} structure on Lot #12 of the Palisades Heights Subdivision, property location is identified as: 160 US Highway 89, Town of Alpine, Wyoming 83128. Construction will be completed as indicated in the approved building packet for the property location of **160 US Highway 89** - Town of Alpine, Lincoln County, Wyoming. Permit Approval Date: December 10th, 2024. This permit is valid for a period of one (1) year from the date of **approval**.

I, Christine Wagner, on behalf of **Eric Green**, Mayor of the Town of Alpine, do hereby subscribe my name and cause the SEAL of said town to hereunto be affixed this 15th day of January 2025.



Christine Wagner, P&Z Administrator



Town of Alpine – Staff Compliance Review Report

Project: Creative Properties, LLC – Special Use Permit and Master Plan

Location: 160 Highway 89, Lot 12, Palisades Heights Subdivision

Zoning District: Mixed Residential Commercial (MRC)

Reference Ordinance: Ordinance No. 2025-004 – Special Use Permits

1. Purpose of Review

This report evaluates the compliance of the Creative Properties, LLC Master Plan, Special Use Permit (SUP) Statement, and application materials with the criteria for approval outlined in Section 6 of Ordinance No. 2025-004. The analysis is based on the submitted application package (dated August 6, 2025), the accompanying project narrative and conceptual exhibits prepared by Sunrise Engineering, Alpine Architectural Studio, and Surveyor Scherbel, Ltd., and the adopted land-use and zoning framework for the MRC District.

2. Compliance with Section 6 Criteria

a. Compatibility with Zoning

The property lies in the Mixed Residential Commercial (MRC) District, which allows both residential and commercial uses under an approved SUP. The proposed combination of apartments, live/work units, and commercial suites supports the mixed-use intent of the district and aligns with the Town's Comprehensive Plan objective to increase housing diversity and expand commercial frontage along U.S. 89.

Finding: Complies.

b. Impact on Public Health and Safety

The Master Plan provides for adequate on-site parking, snow storage (4,132 sq. ft. provided vs. 3,937 sq. ft. required), and water/sewer connectivity to existing Town infrastructure. Emergency access is available from U.S. Highway 89, and fire hydrants are located adjacent to the parcel. No public-health or life-safety conflicts were identified; final compliance will be verified through building-permit review and inspections by the Town Building Official.

Finding: Complies.

c. Environmental Impact



The site is previously developed and located within existing urban infrastructure. Redevelopment replaces a blighted commercial structure with new construction and upgrades storm-water, snow-storage, and landscaping areas exceeding minimum Town requirements. No wetlands, floodplains, or critical habitats are present.
Finding: Complies.

d. Traffic and Access

The project maintains a single shared access onto U.S. 89 and provides internal circulation and defined parking areas for each use type. The residential and commercial intensity is modest, and traffic generation is expected to remain within the corridor’s capacity. Coordination with WYDOT will be required for any curb-cut modifications or access-permit updates.
Finding: Complies, subject to WYDOT access review.

e. Mitigation of Negative Effects

Potential impacts such as lighting, signage, and noise are mitigated through site-plan design: lighting is limited to building-mounted fixtures; snow storage and landscaping buffer adjoining parcels; and mechanical/electrical equipment will be screened per MRC standards. Additional mitigations (e.g., sign design review and property-owner maintenance standards) may be imposed as conditions of approval.
Finding: Complies with standard conditions.

f. Consistency with Community Character

The architectural elevations and massing conform to the Town’s design standards, incorporating varied rooflines, façade articulation, and materials compatible with Alpine’s mountain-town character. The live/work configuration promotes walkability and small-business opportunities consistent with surrounding mixed-use development.
Finding: Complies.

3. Summary of Findings

Approval Criterion (§6, Ord. 2025-004)	Compliance Status	Notes / Conditions
Compatibility with Zoning	✓ Complies	MRC mixed-use consistent with Comprehensive Plan
Impact on Public Health & Safety	✓ Complies	Utilities and access adequate



Approval Criterion (§6, Ord. 2025-004)	Compliance Status	Notes / Conditions
Environmental Impact	✓ Complies	Redevelopment improves site conditions
Traffic and Access	✓ Complies (Condition)	Subject to WYDOT access review
Mitigation of Negative Effects	✓ Complies (Condition)	Signage and lighting to meet Town standards
Consistency with Community Character	✓ Complies	Design and use fit corridor context

4. Conclusion

Based on the submitted application, supporting documentation, and the evaluation against Ordinance No. 2025-004 §6 criteria, staff finds the Creative Properties, LLC proposal to be in substantial compliance with the Town's standards for Special Use Permits.

Prepared by: Gina Corson
Planning and Zoning Administrator
Town of Alpine, Wyoming

Date: 09/15/2025

Citations:

- Ordinance No. 2025-004 §§5–7
- 2025-004 - Special Use Permits
- Special Use Permit Application (Creative Properties LLC, Aug 6 2025)
- Master Plan Narrative and Site Plans (Sunrise Engineering and Alpine Architectural Studio, Mar 2025)
- Special Use Permit Statement



**MASTER PLAN REPORT
LAKEVIEW OUTPOST ADDITION**

JUNE 2025



MASTER PLAN REPORT

LAKEVIEW OUTPOST ADDITION

JUNE 2025



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Contents

1.0 Statement of Purpose and Land Uses..... 1

2.0 Development Schedule..... 2

3.0 Lots and Zoning 2

4.0 Suitability of Soils 2

5.0 Compatibility with Adjacent Land Uses..... 3

6.0 Housing..... 3

7.0 Planned Water System..... 3

 7.1 Water Users 3

 7.2 Water Use..... 4

 7.3 Water Sources..... 4

 7.3.1 ALPINE WELL NO. 1 5

 7.3.2 ALPINE WELL NO. 2..... 5

 7.3.3 ALPINE DISTRICT WELL NO. 3 5

 7.3.7 WATER SOURCE SUMMARY 6

 7.4 Water Rights 7

 7.5 WATER STORAGE 8

 7.5.1 ALPINE 250,000 GALLON TANK..... 8

 7.5.2 ALPINE 500,000 GALLON TANK..... 8

 7.5.3 Former North Star Utility Tank 9

 7.6 Service Connections 9

 7.7 Water Service Connections to the Lakeview Outpost Addition 9

 7.8 Summary 10

8.0 Planned Wastewater System..... 10

9.0 Points of Access and Traffic Volumes..... 12

 9.1 Background 12

 9.2 Current Traffic Counts..... 13

 9.3 Projected Development Traffic 13

 9.4 Capacity, Sight Distance, Stopping Distance and Access Spacing 14

9.4.1 HWY 89:	14
9.4.2 Development Entrance/Exit:	16
9.5 Conclusions	16
10.0 Vehicular Circulation Plan	16
11.0 Planned Storm Water Management.....	16
11.1 Design	17
11.2 Pre-Development	17
11.3 Post-Development	18
11.4 Snow Storage.....	20
11.5 Conclusion.....	20
12.0 Landscaping Plan.....	20
13.0 Planned Easements.....	20
14.0 Planned Covenants and Deed Restrictions	20
Figures:	1

1.0 Statement of Purpose and Land Uses

The Lakeview Outpost addition encompasses an approximate area of 0.93 acres. The property is located on the North side of HWY 89, roughly 200 feet to the west of the of the Star Lane and HWY 89 intersection.



Figure 1: Lakeview Outpost Development Location

The purpose of this development is to be platted as a townhome development with general common areas and limited common areas. There are six planned units on this property, each unit consists of a single "townhome" style unit and the underlying land.

Unit 1 consists of an existing two story apartment building. The building has six apartment units, three on each floor for a total square footage of 4800 square feet (sf).

Units 2-4 are proposed to be live/work units. These two story units are 1,800 sf (900 per floor). They will be constructed to have a commercial space on the main level and living quarters on the second floor for the unit owner.

Units 5 and 6 are proposed commercial units. The units will consist of two individual two story buildings, connected by a staircase. Each unit will have two 1,500 sf business suites.

Limited Common Elements (LCE's) and General Common Elements (GCE's) are assigned to the units as shown on the plat map. Each unit will have ownership of the limited common element specific to each unit as shown on the plat. General common elements will be provided for all units within the development. **Figure 1.2** (Figures Section) shows an advance plat for the proposed addition.

2.0 Development Schedule

Unit 1 has already been developed as an existing apartment building. This was completed in the fall of 2024. Units 2-4 are proposed to be developed in the summer of 2026. Units 5-6 are proposed to begin construction in summer 2031.

3.0 Lots and Zoning

The Current Zoning for the property is Mixed Residential Commercial. The proposed usage will be consistent with the current zoning. The proposed development will be processed as a Planned Unit Development due to the minimum lot sizes for the zones. The proposed lots will be used for townhome style units. Limited Common Elements are assigned as parking paces for each lot and a General Common Element as the driveway and other open areas for utilities.

4.0 Suitability of Soils

The primary soil in the proposed Lakeview Outpost Addition is classified by the USDA Natural Resources Conservation Service (NRCS) as Hobacker gravelly loam (Hc). The NRCS Soils Map is attached in the Figures Section as **Figure 4.1**. This soil profile includes the following:

- 0-9 inches: gravelly loam
- 9 to 23 inches: very gravelly loam
- 23 to 30 inches: very gravelly sandy loam
- 30 to 60 inches: very gravelly loamy sand

The soil is "somewhat excessively drained" with a depth to water table of more than 80 inches. The soil has low risk of ponding and is in the hydrologic soil group B. The 1976 Soil Survey of Star Valley states this soil has slow runoff and slight erosion hazard. The permeability is between 6 to 20 inches per hour. The report further identifies this soil as being used for urban development.

The development will include water and sewer service extensions. These facilities will be placed from two to seven feet deep and will be in the portion of the soil profile containing up to 30% coarse fragments greater than three inches. Consequently, all buried water and sewer pipes will require imported bedding and shading. The native soils will be suitable for trench backfill above the shaded pipe. Boulders greater than 12 inches should be excluded from the lower levels of backfill closest to the shading. Screening of this material for bedding is possible, however the remains may not contain adequate "fines" for a suitable trench backfill.

The native Hc soil is classified as A-1 or A-2 under the AASHTO classification system and will be suitable for road subgrade, building foundation and other construction designed to support surface loads. It is non-plastic with low shrink-swell potential and low risk of frost action. The larger course fragments will hinder fine grading operations.

Based on the review of the Hc soil, the native soils are suitable for the proposed development and the urban construction likely to occur on the lot.

5.0 Compatibility with Adjacent Land Uses

The proposed development will be adjacent to land currently zoned C-Commercial and MRC-Mixed Residential and Commercial. The current MRC zoning is consistent with the current uses of land in the surrounding area. Growth in residential uses is expected in Alpine and this area where space is available.

6.0 Housing

Alpine is one of the fastest growing areas in Lincoln County. This is due to the attraction of commuters due to its proximity of Jackson and the natural amenities offered by the mountains and surrounding area. The need for housing in alpine is evidenced by recent construction of apartment buildings including the apartment building on Boardwalk Drive. Other apartment buildings have been proposed in the Alpine area as well. Snake River Junction was master planned for mixed residential/commercial use, but the area slated for that development is now an RV park. Five of the lots zoned MRC land within Alpine Meadows are proposed to be employee housing for St. John’s Medical Center because of the ongoing housing shortage in the Jackson area.

7.0 Planned Water System

Alpine’s water system has grown from a system serving only on the south side of Snake River to a system that serves both sides of the river. The system has two storage tanks on the south side of the river and after acquisition of the North-Star utility system the Town now has a well and tank on the north side of the river. The facilities were combined and linked via a 12” pipeline hung on the WYDOT bridge crossing the Snake River in about 2012. The following descriptions have been developed utilizing information from the 2008 Star Valley Regional Master plan and combined with current data to provide an overview of the system. Additionally, information was taken from data obtained from the Town in the currently ongoing WWDC Master Plan report.

7.1 Water Users

In 2008 Alpine had 379 residential connections (single family dwellings and apartments) and 34 commercial connections. North-Star Utilities had a handful of residential customers. As of April 2025, the total connections are about 638 with most growth occurring in residential connections. Typically, water use is analyzed in terms of equivalent residential units (ERUs) where the water used by each connection is compared to that of an average house. For the purposes of this study, the existing connections were grouped into 2 categories. **Table 7.1** summarizes the connections.

Table 7.0.1: Connections and ERU's

TABLE 7.1.1 - CONNECTIONS AND EQUIVALENT RESIDENTIAL UNITS (ERUs)	Existing Connections	Existing ERU's per Unit	Total Existing ERU's
Residential Dwellings	617	1	617
Small Commercial	15	1	15
Large Commercial	6	4	24
Institutional	0	.25	0
Total:	638		656

7.2 Water Use

Water meter data taken from the past five years were analyzed for to estimate the total water use per connection within the system. The average water use for each ERU was recorded as approximately 360 Gallons Per Day (gpd). Judging from SCADA data, the maximum daily demand has maintained around 4 times the average daily demand. **Table 7.2.1** summarizes the water use for the years of 2020-2025.

Table 7.2: 2020-2025 Alpine Water Use

	Alpine Water Use	
	(gpd)	(gpd/ERU)
Average Daily Demand	759,000	1,157
Maximum Daily Demand	1,800,000	2,744

From **Table 7.2** the maximum daily demand in the City of Alpine Water System is given as 2,744 gpd/ERU. The addition of six ERU's would increase the demand by roughly 16,644 gpd at the maximum daily demand, which is equated to roughly 12 GPM. This demand was incorporated into the AquaTwin model and analyzed in Section 7.7.

7.3 Water Sources

The Alpine water system has six water sources: Alpine Well No. 1, Alpine Well No. 2, Alpine Well No. 3, Excel Development No. 1, Flying Saddle Well No. 1, and Flying Saddle Well No. 2.

7.3.1 ALPINE WELL NO. 1

Alpine Well No. 1 is located on Forest Service property just off the Greys River Road southeast of the Town. The well is cased to a total depth of 275 feet. Depth to the first water bearing formation is 60 feet. The well has a 50 hp submersible pump set at 175 feet and produces approximately 350 gpm. A 2006 investigation showed Well No. 1 is capable of a sustained pumping rate of 750 gpm during peak-use periods. To meet this peak rate the well would need to be outfitted with a larger pump and may require a water right appropriation increase. Operation of Well No. 1 is alternated with Well No. 2 to enhance the life of the pumps.

7.3.2 ALPINE WELL NO. 2

Alpine Well No. 2 is located 172 feet east of Well No 1. The well is 243 feet deep and is cased to a depth of 147 feet. At the time of drilling, static water depth was 85 feet. The well has a 50 hp submersible pump set at 156 feet and produces approximately 350 gpm. The 2006 investigation showed Well No. 2 can produce 600 gpm, but sustained pumping could cause air entrainment problems due to water cascading into the well through perforations above the pumping water level. Additionally, the well would need to be outfitted with a larger pump and water right appropriation increase to meet the higher 600-gpm pumping rate.

7.3.3 ALPINE DISTRICT WELL NO. 3

Well No. 3 is located near Wells No. 1 and 2. Well No. 3 was drilled in 2009 as part of a Wyoming Water Development Study. This well was placed in service sometime shortly after the study. this well has an Exisitng capacity of 450 gpm.

7.3.4 Excel Development No. 1

Excel Development No. 1 is located along the southwest edge of Alpine Lakes Subdivision Lot 1 approximately 175 feet southwest of US Highway 26. The well is 142 feet deep. The well is cased to a depth of 42 feet, screened from 42 feet to 102 feet, and cased from 102 feet to 142 feet. At the time of drilling, static water depth was 26 feet. A pump test revealed the well can produce upwards of 2,500 gpm. The well is currently outfitted to produce 500 gpm. To meet a higher peak rate the well would need to be outfitted with a larger pump and may require a water right appropriation increase.

7.3.5 Flying Saddle Well No. 1

Flying Saddle Well No. 1 was constructed as part of the North-Star Utility system but was not fully developed and is currently not in use. The well is located approximately 100 feet south of the Flying Saddle Lodge and south of Highway 89/26. The well is 260 feet deep and is cased to a depth of 120 feet. Static water level reportedly varies between 40 and 80 feet

depending on the water depth in Palisades Reservoir. A pump test at drilling showed the well has a production capacity of about 70 gpm.

7.3.6 Flying Saddle Well No. 2

Flying Saddle Well No. 2 was drilled as part of the North-Star Utility system. It is located on Lot 1 of the Flying Saddle Subdivision adjacent to the Flying Saddle Lodge/Restaurant building and approximately 100 feet northwest of Flying Saddle Well No. 1. The well is 160 feet deep and is cased to a depth of 100 feet. The remaining 60 feet of depth are screened. Static water level reportedly varies between 40 and 80 feet depending on the water depth in Palisades Reservoir. The well has a 20 hp submersible pump set at 95 feet and produces approximately 180 gpm.

7.3.7 WATER SOURCE SUMMARY

A summary of the Town’s water sources is shown below.

Table 7.3.1: Alpine Water Sources

	Existing Capacity (gpm)	Potential Capacity (gpm)
Alpine Well No. 1	450	750
Alpine Well No. 2	450	600
Alpine Well No. 3	450	650
Flying Saddle Well No. 1	70 ¹	305
Flying Saddle Well No. 2	180 ¹	310
Excel Development No. 1	500 ²	2000
Total	1,350	4,615

¹ These wells are not currently in service
² This well is currently not connected to this part of the Town water system.

The Flying Saddle wells have been disconnected from the system by closed valves. Their production was not included in the existing capacity total (Table 7.3.1 above). Additionally, the Excell Development No. 1 Well serves the Targhee Place, Alpine Lakes, and Timberview Apartments developments. It is not connected to the town system. The well is located in the Alpine Lakes development. For this reason, the Excell Development No. 1 Well was not included in the existing capacity total.

The Wyoming Department of Environmental Quality Rules and Regulations (WDEQ, 2023) regulations for public water sources were updated in 2023 and also reference the Ten State Standards. Applicable rules for the Town of Alpine Water System are referenced below.

1. Groundwater source development shall include two wells that are each capable of supplying the average daily demand with the largest well out of service, (WDEQ, 2023, p. 12-22).

Table 7.3.2 Summarizes the Water Source Capacity compared to the average daily demand on the system.

Table 7.3.2 Water Source Capacity Compared to Average Day Demand

Alpine Well #1 Capacity	648,000 gpd	450 gpm
+Alpine Well #2 Capacity	648,000 gpd	450 gpm
Alpine Well #3 Capacity (largest well, not included)	648,000 gpd	450 gpm
-Average Daily Demand (2050)	759,000 gpd	527 gpm
Excess Capacity =	537,000 gpd	372 gpm

The town currently has multiple well sources. The Flying Saddle well production and Excell Development #1 Well production were not included as they are not currently connected to the main water system. From the above table, the town currently has an excess source capacity of 645,000 gpd. This equates to 557 ERU's (based on 1,157 gpd/ERU average daily demand).

2. *Groundwater source development shall include one well and finished water storage that together equal twice the maximum daily demand (WDEQ, 2023, p. 12-22).*

Table 7.3.3 Summarizes the well and storage capacity compared to the twice the systems maximum daily demand.

Table 7.3.3:

Well Capacity	1,944,000 GPD
(+) Storage Capacity	1,290,000 Gallons
(-) 2x Maximum Daily Demand	2x 1,800,000 GPD
Capacity Deficit	-36,600 gpd

Based on this analysis the town currently has a capacity Deficit of 36,600 gallons per day, or approximately 13 ERU's (based on 2744 gpd/ERU Max Daily Demand). This deficit could be managed by connection to another well source or by providing additional storage. Connecting the Excell Development No. 1 Well to the system, for example, would provide an additional 720,000 GPD of capacity (262 ERU's) and satisfy this requirement.

7.4 Water Rights

The Town of Alpine has municipal water rights for Alpine Wells No. 1, and No. 2 in the amounts of 350 gpm and 375 gpm. A summary of these and the Town's other water rights is shown below.

Table 7.4: Alpine Water Rights

Permit	Source	Priority	Amount	Comments
U.W. 39163	Alpine Well No. 1	07/20/1977	200 gpm (0.445 cfs)	
U.W. 78067	Alpine Well No. 1	12/27/1985	100 gpm (0.222 cfs)	Enlarged Alpine No. 1
U.W. 98662	Alpine Well No. 1	03/27/1995	50 gpm (0.111 cfs)	Enlarged Alpine No. 1
U.W. 77717	Alpine Well No. 2	06/23/1988	375 gpm (0.836 cfs)	
U.W. 101241	Flying Saddle Well No. 1	12/12/1995	55 gpm (0.12 cfs)	
U.W. 178318	Flying Saddle Well No. 1	09/12/2006	50 gpm (0.11 cfs)	Enlargement
U.W. 182139	Flying Saddle Well No. 1	06/12/2007	200 gpm (0.45 cfs)	Enlargement
U.W. 101242	Flying Saddle Well No. 2	12/12/1995	60 gpm (0.13 cfs)	
U.W. 178319	Flying Saddle Well No. 2	09/12/2006	50 gpm (0.11 cfs)	Enlargement
U.W. 182140	Flying Saddle Well No. 2	06/12/2007	200 gpm (0.45 cfs)	Enlargement
U.W. 206257	Excel Development No. 1	09/16/2016	500 gpm (1.11 cfs)	

7.5 WATER STORAGE

The Alpine System after combining with North-Star Alpine has three storage tanks. One tank is a 250,000 gallon tank, another is a 500,000 gallon tank and the third is a 540,000 gallon tank.

7.5.1 ALPINE 250,000 GALLON TANK

Alpine's 250,000 gallon reinforced concrete cylindrical storage tank is located south of Town on the hillside. The property that the tank rests on is Forest Service property. The tank was constructed in 1996 and is in good condition. The tank is partially buried to protect it from freezing. The 250,000 gallon tank is at a higher elevation than the 500,000 gallon tank and feeds the upper pressure zone of the system. Water is delivered to this tank from the 500,000 gallon tank by a booster pump through a 6 inch diameter line. The booster pump is located just west of the wells on Greys River Road. The line is enlarged to an 8 inch line before dumping into the tank. The booster pump can feed the upper pressure zone and move water to the tank at the same time.

7.5.2 ALPINE 500,000 GALLON TANK

Alpine's 500,000 gallon concrete reinforced cylindrical storage tank is also located on Forest Service property on the hillside east of the 250,000 gallon tank. This partially buried tank was constructed in 1996 and is in good condition. Water is delivered to this tank from the wells through an 8-inch line. Water from this tank is gravity feed into the lower pressure zone of

the system through a 10-inch line. Water from the 500,000 gallon tank is also delivered to the 250,000 gallon tank through a 6-inch line that passes through a booster pump.

7.5.3 Former North Star Utility Tank

North Star Utility had one storage tank when acquired by Alpine. The 540,000 gallon cylindrical shaped steel tank is located on the hillside northeast of the Flying Saddle Development on Forest Service property (See **Figure 7.7** in the figures section). The tank was completed in 2007 and is in good condition. The tank stands completely above ground level and according to the system operator, Richard Sifton, the tank was susceptible to freezing during its first winter of operation in 2007-2008. Measures have been taken to minimize this possibility in the future. Water from the tank is gravity fed to the distribution system.

Table 7.5: Water Storage Summary

	Volume (gallons)	Type	Year Constructed
Alpine Tank	250,000	Concrete, Cylindrical	1996
Alpine Tank	500,000	Concrete, Cylindrical	1996
North-Star Tank	540,000	Steel, Cylindrical	2007
Total	1,290,000		

7.6 Service Connections

Each unit is anticipated to receive a 5/8" x 3/4" meter with 1" service line with dual check backflow prevention.

The default hazard classification as identified in Section 14 (i) (i) (B) of the Water Quality Rules and Regulations Chapter 12 will be followed; however, backflow prevention device will be determined upon development of the lot. If a reduced pressure principle device is required, the device must have certification by one of the following third parties:

- American Society of Sanitary Engineers (ASSE)
- International Association of Plumbing/Mechanical officials (IAPMO)
- Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California (USC-FCCCHR)

7.7 Water Service Connections to the Lakeview Outpost Addition

The townhome units are proposed to connect to the existing 6-inch waterline alongside HWY 89. A new waterline will connect to the 6-inch line at the southeast corner of the development and serve Units 1, 5 and 6. The meters for these units will be located just before the connection to the individual buildings. Another connection to the existing line will be located at the southwest corner of the

development. This waterline will follow the east side of the lot to serve units 2 through 4. Meters for units 2 through 4 are located on the east side of the units in the open space.

The proposed new connections to Lakeview Outpost Addition were modeled using a GIS based network analysis software (AquaTwin). **Figure 7.7** (figures section) illustrates the connection point of the Subdivision to the existing 6" waterline. The subdivision has a pressure of about 93 psi which will be adequate to supply the long service lines running to lots 1 and 2. No additional fire hydrants are proposed at this time, the nearest fire hydrant is located on the East Side of Star Lane, approximately 450 feet from the project location.

The modeling results (**Figure 7.8**) show that at Node J-126 near the Lakeview Outpost Addition the available fire flow is 2,651 gallons per minute while maintaining 20 psi in the remainder of the system. The model results also show that the 6-inch line will be able to deliver peak day demands at pressures over 90 psi (**Figure 7.8**) to the Proposed Development.

7.8 Summary

The Alpine water system will be able to meet the demands of the new Lakeview Outpost Addition both in terms of peak daily demand and required fire demands.

8.0 Planned Wastewater System

The proposed Development will include six mixed-use townhome units.

WDEQ Chapter 25, Section 5. Establishes design flows for given facilities summarized below in **Table 8.1** and **8.2** below

Table 8.1 WDEQ Residential Design Flow Rates

Table 1. Residential Design Flow Rates per Bedroom (gallons per day, gpd)¹

1 bedroom	150
2 bedrooms	280
3 bedrooms	390
4 bedrooms	470
5 bedrooms	550
6 bedrooms	630

¹An unfinished basement is considered two (2) additional bedrooms.
²The design flow shall be increased by eighty (80) gpd for each additional bedroom over six (6).

Table 8.2: WDEQ Non-Residential Wastewater Flow Rates

Table 2. Non-Residential Wastewater Design Flow Rates¹

Facility	Unit	Flow (gallons/unit/day)
Airports	person	4
Apartment	bedroom	120
Automobile Service Station	vehicle served	10
Bars	seat	20
Bathhouses and swimming pools	person	10
Campgrounds (w/ toilets only)	person	25
Campgrounds (w/shower facility)	person	45
Church	person	4
Country Club	member	25
Day School, Office Building, Retail Store, Warehouse (no showers)	person	15
Hospital	bed	250
Industrial Building (sanitary waste only)	employee	20
Laundry (self-service)	machine	450
Mobile Home	bedroom	see table 1
Motel, Hotel, Resort	bedroom	140
Recreational Vehicle	each	100
Rest Home, Care Facility, Boarding School	bed	100
Restaurant	meal	10
Restaurant (kitchen waste only)	meal	6
Theater	seat	3

¹Values shown in the above table are the typical flow rates from *Wastewater Engineering Treatment and Reuse*. Metcalf and Eddy. 2003.

The usage of Unit 1 is best defined as an apartment building. With a total of 12 bedrooms (6 units * 2 bedrooms per apartment unit). Unit 1 will have a flow of 240 gpd per each 2 bedroom apartment.

Units 2-4 will have a 2 bedroom "apartment" above each unit as well as commercial space (Retail store or equivalent) on the main floor. It is anticipated that each commercial unit will have an anticipated visitation of 10-20 person(s). Each unit will have a flow of 240 gpd (2 Br "apartment") plus an anticipated flow of 300 gpd from the commercial section of each unit.

Units 5 and 6 will have two office buildings per unit. Wastewater flows for an office building are determined by the persons in the building. A 1500 square foot office building could accommodate 10-15 persons and will have an anticipated flow of 225 gpd per office building.

Table 8.2: Wastewater Flow Rates

Unit #	Type of Units	WW flows (Gallons/unit/day)	Total Flow (GPD)
1	2 Bedroom Apartments (240 gpd/2 bed apartment) (6 apartments)	280	1,680
2-4	2-Bed Live/Work Units (240 gpd/ apartment + 15 gpd/customer)	(240+300)=540	1,620
5-6	Office Building (15 gpd/Person)	225	900
Total Flow			4,200

The addition of these units will increase the daily flows by 4,200 GPD. The peak flow rate can be calculated as two times the average flow (12-hours) at 5.9 gpm. This flow rate is well below the 480 gpm capacity of the existing 8" sewer line. These flows will add to other downstream flows from the neighboring users but it is anticipated that the Town of alpine will have no difficulties with these additional flows.

The flows will ultimately reach the Town of Alpine WWTP on the south side of the Snake River. An existing 8" sewer main is located at the north edge of the property. All sewers are proposed to be 4" connections to the existing sewer line. Standard sewer connection details are shown in **Figure 8.1** (figures section). Lot owners will be responsible for proper installation and materials for sewer connections as approved by the Town of Alpine. The proposed addition will not require a sewer line extension. Units 1 through 4 will be able to connect directly to the existing sewer line via a new service saddle on the existing mainline. Units 5 and 6 will be connected to the existing sewer main by a shared 6" service line across the driveway and common area to connect to the sewer main via a 6" service saddle. Anticipated water and sewer connections are shown in **Figure 8.2**.

9.0 Points of Access and Traffic Volumes

This review of traffic impacts caused by the proposed development of the Lakeview Outpost Addition is based in part on data from the Wyoming Department of Transportation. It is intended to quantify daily trips from the development and the magnitude of those trips compared to existing traffic counts and roadway capacity guidelines. The road of primary interest is Main Street.

9.1 Background

The Lakeview Outpost Development is located in the central portion of Alpine. It is located alongside US HWY 89 just west of the intersection of HWY 89 and Star Lane. The area is proposed to develop

six townhome style lots for residential or commercial uses. **Figure 9.1** (figures section) shows the project area and illustrates the lot layout.

9.2 Current Traffic Counts

WYDOT Maintains Traffic Counts for US 89 South of Etna, which is the closest traffic count site on HWY 89 to the project location. Average monthly traffic levels were received from the WYDOT database for January traffic level and July levels for 2024. In January the Monthly average was 4,806 while in July it reached 8,808 vehicles per day (vpd). The peak hour PM traffic recorded for January was 624 and the peak hour traffic for July was 907 vpd . Peak Hour AM was lower at 561 and 664 for January and July respectively. We can see from these traffic trends that the traffic count is nearly doubled in the summer with the maximum peak hour values happening in the afternoon. Table 9.3.2 shows the 2024 WYDOT Traffic Count Data For US HWY 89 South of Etna.

Table 9.2 WYDOT 2019 Traffic Count Data For US HWY 89 South of Etna

WYDOT Traffic Count Data HWY 89 South of Etna		
	Jan-24	Jul-24
Average Daily Traffic		
MADT	4806	8808
AM Peak Hour	561	664
PM Peak Hour	624	907

9.3 Projected Development Traffic

The development will be built out in two phases. The first phase includes units 2-4 and is anticipated to begin construction in 2026 and be completed within 2026. Upon completion, residences are expected to be immediately occupied. Units 5 and 6 are proposed to be developed in 2031. Table 9.3.1 contains an estimate of occupied units.

Table 9.3.1 Projected Occupied Units

Projected Additional Occupied Dwelling Units	
2026	3
2028	3
2030	3
2032	5

The traffic out of the development and onto HWY 89 is projected to include four AM trips and six PM trips for residences and is projected to increase traffic on HWY 89 according to the following Table 9.3.3. trips are also doubled in the summer months to reflect traffic patterns observed

Table 9.3.2 Projected Development Traffic			
Projected Additional Traffic Onto HWY 89			
Estimated Total Trips Generated By Development	AM Trips/Day PM Trips/Day	6 Per Dwelling Unit 8 Per Dwelling Unit	
		Total Projected Trips (Cars +Trucks)	
	Year	Jan	July
	2028	12	24
	2030	12	24
	2032	20	40
Projected % Increase over 2022 MADT Levels	2028	0.2%	0.3%
	2030	0.2%	0.3%
	2032	0.4%	0.5%

9.4 Capacity, Sight Distance, Stopping Distance and Access Spacing

9.4.1 HWY 89:

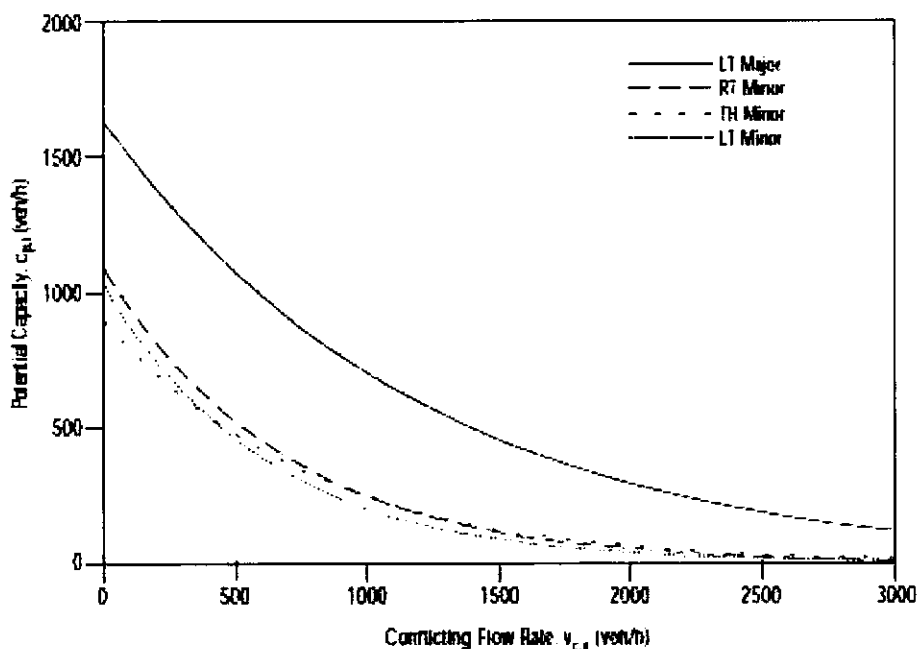
The Development at buildout will increase traffic on HWY 89 over present levels by adding about 0.5% more trips over 2024 levels. Fill in on existing lots and developments within the surrounding area will also add traffic volume, diluting the effect the development may have.

The following “Table 3-1 ADT Volumes below which MUTCD Signal Warrants Cannot be Met” is taken from the WYDOT Traffic Studies Manual. The values in the table indicate there will be no need for signalization or additional traffic measures at the intersections the development will use to enter HWY 89.

Table 3-1 ADT Volumes below which MUTCD Signal Warrants Cannot be Met

	Number of Lanes for Moving Traffic on Each Approach		Vehicles Per Hour on Major Street (Total of Both Approaches)		Equivalent ADT		Vehicles Per Hour on Higher Volume Minor Street Approach (One Direction Only)		Equivalent ADT	
	Major St.	Minor St.	100%	70%	100%	70%	100%	70%	100%	70%
Warrant 1 Condition A	1	1	500	350	4,000	2,800	150	105	2,400	1,680
	2 or more	1	600	420	4,800	3,360	150	105	2,400	1,680
	2 or more	2 or more	600	420	4,800	3,360	200	140	3,200	2,240
	1	2 or more	500	350	4,000	2,800	200	140	3,200	2,240
Warrant 1 Condition B	1	1	750	525	6,000	4,200	75	53	1,200	848
	2 or more	1	900	630	7,200	5,040	75	53	1,200	848
	2 or more	2 or more	900	630	7,200	5,040	100	70	1,600	1,120
	1	2 or more	750	525	6,000	4,200	100	70	1,600	1,120
Combination of Warrants 1A & 1B	1	1	600	420	4,800	3,360	120	84	1,920	1,344
	2 or more	1	720	504	5,760	4,032	120	84	1,920	1,344
	2 or more	2 or more	720	504	5,760	4,032	160	112	2,560	1,792
	1	2 or more	600	420	4,800	3,360	160	112	2,560	1,792

The following graph Exhibit 17-7 from the Highway Capacity Manual indicates the number of minor street turn movements that can be accomplished when turning onto a two-lane major street (HWY 89). As shown by the exhibit, even with much higher traffic volumes on HWY 89, there is still ample capacity for the traffic volumes generated by the proposed development at the HWY 89 access.

EXHIBIT 17-7. POTENTIAL CAPACITY FOR FOUR-LANE STREETS

9.4.2 Development Entrance/Exit:

The shared driveway can access directly onto HWY 89. This driveway is looped around units 5 and 6 and can be served from either direction. The looped access provides emergency ingress and egress to the lots. the shared driveway will not cause any issues with circulation.

9.4.2.1 Sight Distance

The Project access on HWY 89 occurs in a 35 MPH zone. This section of HWY 89 before and after the intersection are level with no obstructions in either direction.

The sight distances are over 1,000 feet and compare favorably with the WYDOT Traffic Studies Manual Table 6-2 which calls for 335 feet for a crossover or right turn maneuver and 390 feet for a left turn maneuver.

9.4.2.2 Stopping Sight Distance

The stopping sight distance recommended by the WYDOT Traffic Studies Manual for this 35-mph section of roadway is 390 feet (WYDOT Table 6-3). This section of the roadway offers good visibility in terms of vertical curvature. During dry conditions stopping sight distance meets Table 6-3 at this location.

9.5 Conclusions

In summary, the proposed project will be accessible via HWY 89. It will slightly increase traffic on HWY 89, however the impact will be minimal and diluted by other developments within the Town. No further improvements are recommended at this time.

10.0 Vehicular Circulation Plan

Vehicles within the development will enter and exit the subdivision directly onto HWY 89. The looping driveway will allow simultaneous entry and exit of the subdivision. Parking for individual lots are located as shown on the advance plat (**Figure 1.1**). The Proposed Lakeview Outpost Addition accesses directly to HWY 89.

11.0 Planned Storm Water Management

As described in the soils report the soils within the Development tend to be well drained offering the ability to manage storm water on-site.

The existing site is currently a gravel lot with two existing buildings. The ground slopes from the west to the east. The overall elevation change over the site is approximately 4 feet.

11.1 Design

The Town of Alpine requires that “water be managed without damage to surrounding properties”. A common design standard is the 10-year, 24-hour storm. Storm runoff calculations were performed using the SCS Method using the Urban Hydrology for Small Watersheds (TR-55) manual created by the United States Department of Agriculture (USDA). The USDA-NRCS soil classification of the site is Hydrogeologic Soil Group “A” which is a well draining soil and results in a lower curve number. Precipitation/Frequency Data was found based on the National Oceanic and Atmospheric Administration (NOAA) Atlas 2 Volume II for Wyoming. **Table 11.1.1** below shows the estimated precipitation values for a given frequency and duration for the project site.

Table 11.1: Precipitation Values (in) for Given Frequency and Duration

Duration (min)	Return Interval					
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
5	0.12	0.21	0.23	0.29	0.33	0.36
10	0.19	0.32	0.36	0.45	0.52	0.55
15	0.24	0.41	0.46	0.57	0.66	0.70
30	0.34	0.57	0.63	0.79	0.91	0.97
60	0.42	0.72	0.80	1.00	1.15	1.23
120	0.49	0.79	0.90	1.10	1.26	1.37
180	0.55	0.85	0.99	1.19	1.36	1.50
360	0.70	1.00	1.20	1.40	1.60	1.80
720	0.85	1.20	1.40	1.70	2.00	2.20
1440	1.00	1.40	1.60	2.00	2.40	2.60

When evaluating a site for stormwater management, the expected runoff was identified to help in determining how much stormwater will need to be retained on site. We analyzed the site Pre-Development as well as post-development based on the proposed site plan accounting for building footprint and parking areas. The results can be found in the following sections.

11.2 Pre-Development

After evaluating the existing grade, the site was analyzed as one basin. The total site area that will contribute to stormwater runoff is 0.98 acres. The anticipated runoff during the 10-year, 24-hour storm in the pre-developed state is expected to be a runoff volume of 1742-cubic feet using the SCS Method as presented in the TR-55 Manual. A summary of the runoff can be seen below in **Table 11.2.1**. According to the TR-55 Manual, the site has three areas; open space with good condition grass with a curve number of 58, existing buildings assigned a curve number of 98 and the gravel drive assigned a curve number of 85. The existing site plane slopes to the southwest to direct the runoff in sheet flow to the southwest across the site.

Table 11.2.1 provides the total area of the drainage basin, areas of the various features and the corresponding curve numbers.

Table 11.2.1 Pre-Development Drainage Basin Summary

AREA #	DESCRIPTION	SF	ACRES	CN
1	Existing Buildings	5,732.00	0.13	98
2	Grass	20,500.00	0.47	61
3	Gravel Driveway	14,250.00	0.33	85
TOTAL		40,482.00	0.93	75

Table 11.2.2 shows the estimated pre development runoff conditions.

Table 11.2.2 Pre-Development Runoff

LAKEVIEW OUTPOST ADDITION PRE-DEVELOPMENT TOTAL					
Storm Event (24-Hour)	Sr (Retention)	P (in)*	Qd (in)	Qd (ft)	Storage Volume (ft ³)
100-year	1.76	2.60	1.259	0.105	4246
50-year	1.76	2.40	1.099	0.092	3709
25-year	1.76	2.00	0.795	0.066	2682
10-year	1.76	1.60	0.516	0.043	1742
5-year	1.76	1.40	0.390	0.032	1315
2-year	1.76	1.00	0.174	0.014	586

11.3 Post-Development

The slopes in each individual lot will flow toward the northeast corner of each lot. Drainage swales will be used to split the flows equally between the four lots. Grading on the future homes and construction will channel flow away from the buildings toward the southeast corner of the lot.

Drainage areas were calculated based on the footprint of the proposed and existing buildings, impervious paved areas and the landscaped areas.

Table 11.3.1 provides the total area of the drainage basins, areas of the various features and the corresponding curve numbers.

Table 11.3.1: Post Development Drainage Basin Summary

AREA #	DESCRIPTION	SF	ACRES	CN
1	Townhome Buildings	8,276.40	0.19	98
2	Grass/Landscaping	7,205.00	0.17	61
3	Paved Driveway	25,000.00	0.57	98
TOTAL		40,482.00	0.93	91

Table 11.3.2 shows the estimated runoff post development conditions.

Table 11.3.2: Post Development Lot Runoff

LAKEVIEW OUTPOST ADDITION POST-DEVELOPMENT TOTAL					
Storm Event (24-Hour)	Sr (Retention)	P (in)*	Qd (in)	Qd (ft)	Runoff Volume (ft ³)
100-year	0.94	2.60	1.73	0.14	5,824
50-year	0.94	2.40	1.55	0.13	5,209
25-year	0.94	2.00	1.19	0.10	4,003
10-year	0.94	1.60	0.85	0.07	2,843
5-year	0.94	1.40	0.68	0.06	2,289
2-year	0.94	1.00	0.38	0.03	1,261

*From NOAA Atlas 2

Comparing the 10-year volumes between **Tables 11.3.1 and 11.3.2** shows that one can expect about 1101 cubic feet of runoff difference as the lot is developed. The hydrograph shows this water will arrive at the points of concentration at a peak rate of about 96.15 gallons per minute or 0.21 cfs. The site will direct flows to a retention basin on the southwest portion of the site.

This volume of stormwater will be managed by the retention basin as shown on **Figure 11.3** (figures section). the retention basin will be 10 feet wide by 12 feet in length. The retention basin will have a grassy bottom and sides with a 4:1 slope to a depth of 12 to 20 inches. Installations in this soil type infiltrate more than 20 inches per hour. With a total area needed of about 120 square feet, the basin will meet peak flows by infiltrating up to 30 gpm.

The perimeter and sides of the constructed retention basin can be graded as lawn or grasses and shrubs. Flow from the road, each driveway and roof areas will be directed to the detention area. In addition, on the perimeter of the duplexes grassy areas will serve to buffer runoff and capture flows. The bottom of the swales can also be vegetated; however, care should be taken to ensure the soil in the bottom is granular and well drained similar to the native sub-surface soil. Importation of a clayey soil could create undesirable results with the storm water not being able to infiltrate in a rapid manner. It has been shown at other sites within this type of alluvium that the soil is capable of rapidly absorbing water at an initial rate of one inch per minute slowing to 20 inches per hour.

This absorption rate over the period of the storm will allow the basins to absorb the volume of water over the 24 hour period.

11.4 Snow Storage

Snow Storage will be provided as shown on the Site Drainage Plan and the preliminary plat from **Figure 1.1**. The lot sizes will provide plenty of space for snow storage.

11.5 Conclusion

Based on the above calculations, the site will be able to manage the 10-yr, 24-hour stormwater provided about 120 square feet of drainage basins with native material in the bottom are provided. These swales should be about 12 to 20 inches deep over the bottom with side slopes of about 4:1.

12.0 Landscaping Plan

Anticipated landscaping for this development will include grassy areas as well as low water demand landscaping such as gravel ground treatments and shrubs. In addition, the retention basin area and areas between the buildings is proposed for landscaping and trees.

13.0 Planned Easements

Each Unit will have an exclusive use of the Limited Common Element (LCE) that is designated for each unit. The General Common Element (GCE) will be shared between all units, the GCE includes the Driveway areas. The water and sewer lines are located on the front and back of the lot. Water and sewer lines will be located in the LCE and GCE areas as shown on the Plat (**Figure 1.1**).

There are no proposed easements through this development for access to or extension of the Town of Alpine community trail system.

14.0 Planned Covenants and Deed Restrictions

A draft of the planned covenants is in process. A copy will be delivered under separate cover.

Figure 4.1: NRCS Soils Map
Custom Soil Resource Report
Soil Map



LAKEVIEW OUTPOST ADDITION

Figure 7.7 Alpine Water Model

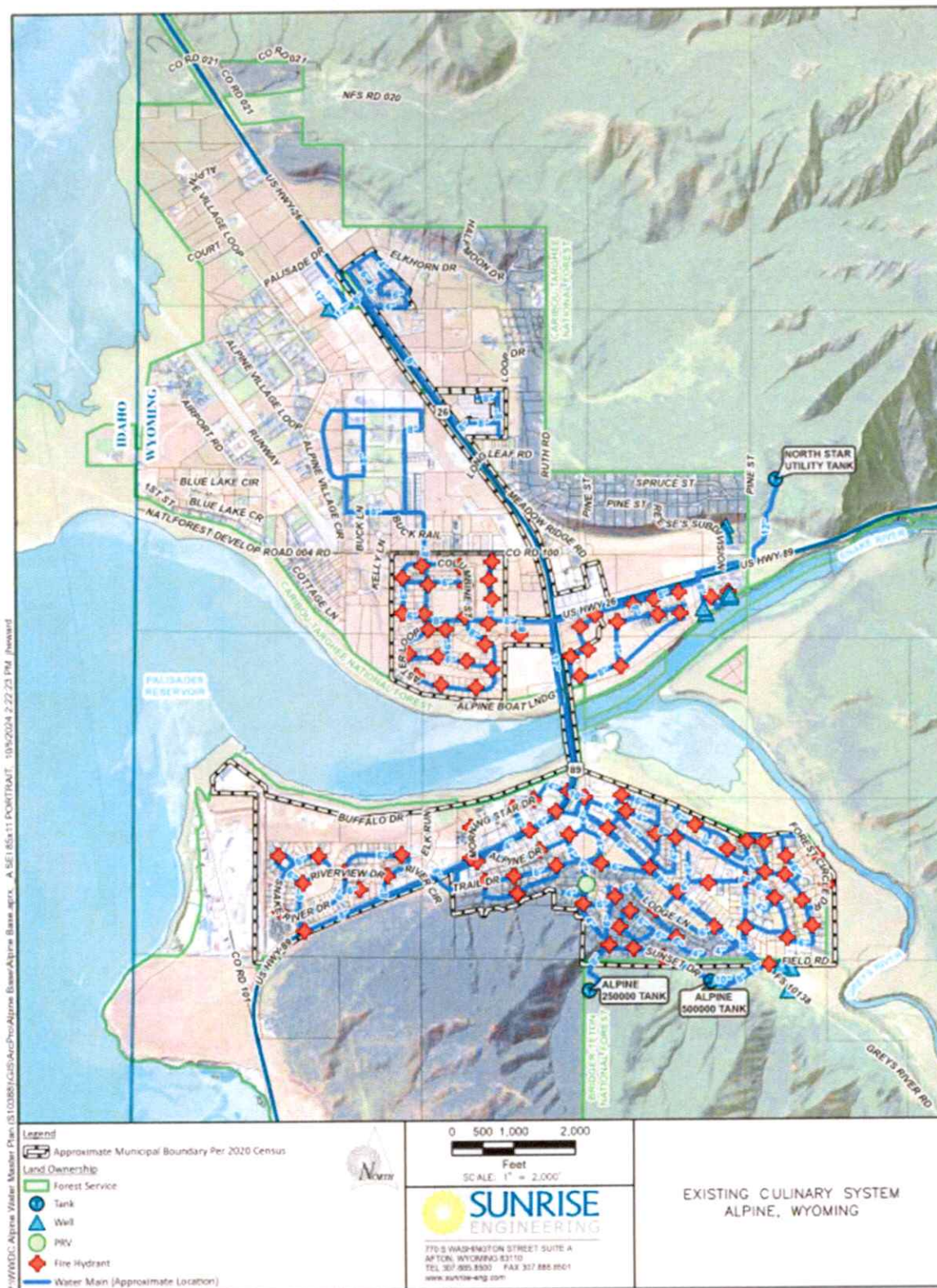


Figure 7.8: Water Model Results

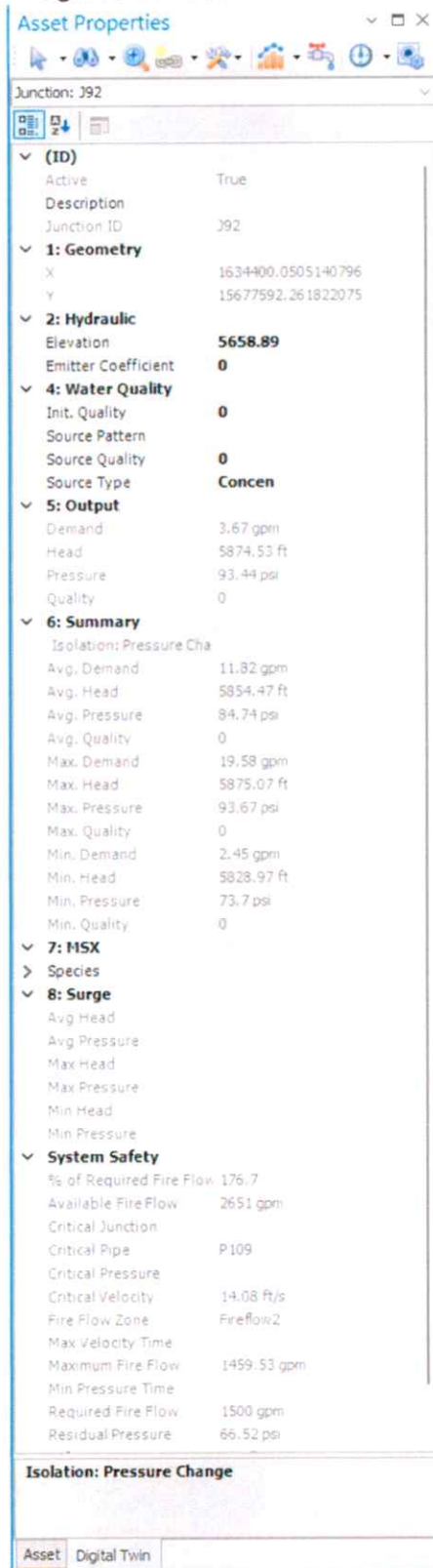
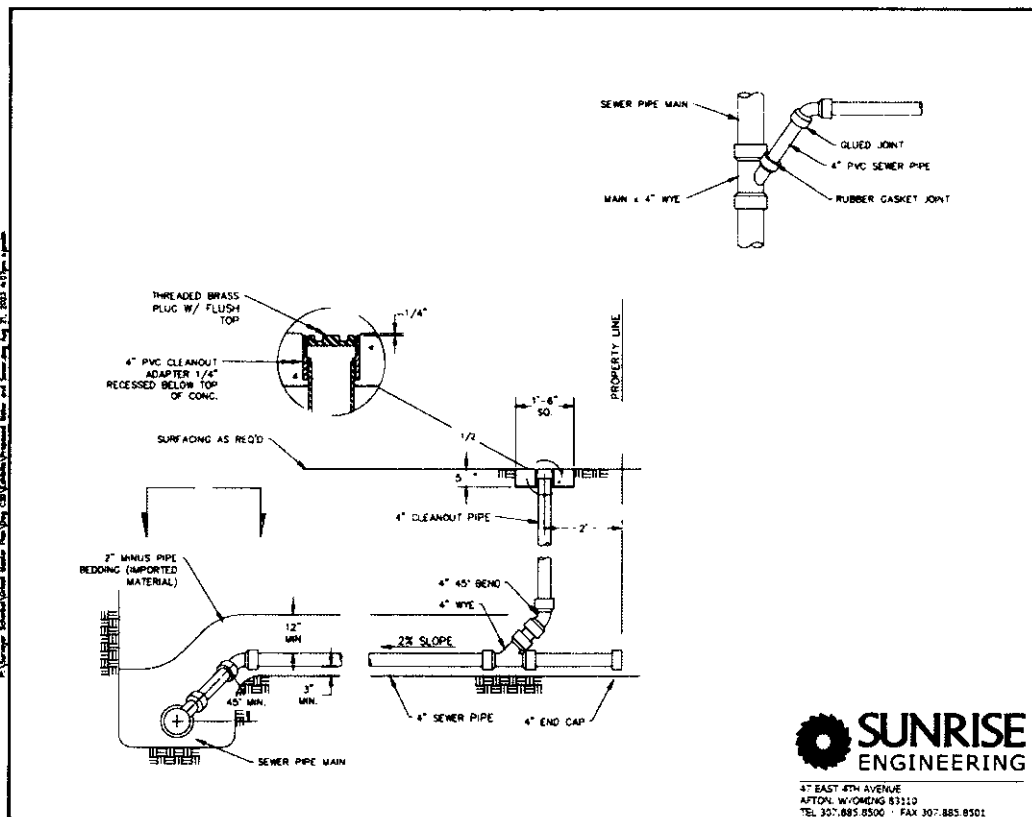


Figure 8.1 Sewer Connection Details



LAKEVIEW OUTPOST ADDITION

Figures:

Figure 1.1: Proposed Plat for Lakeview Outpost Addition

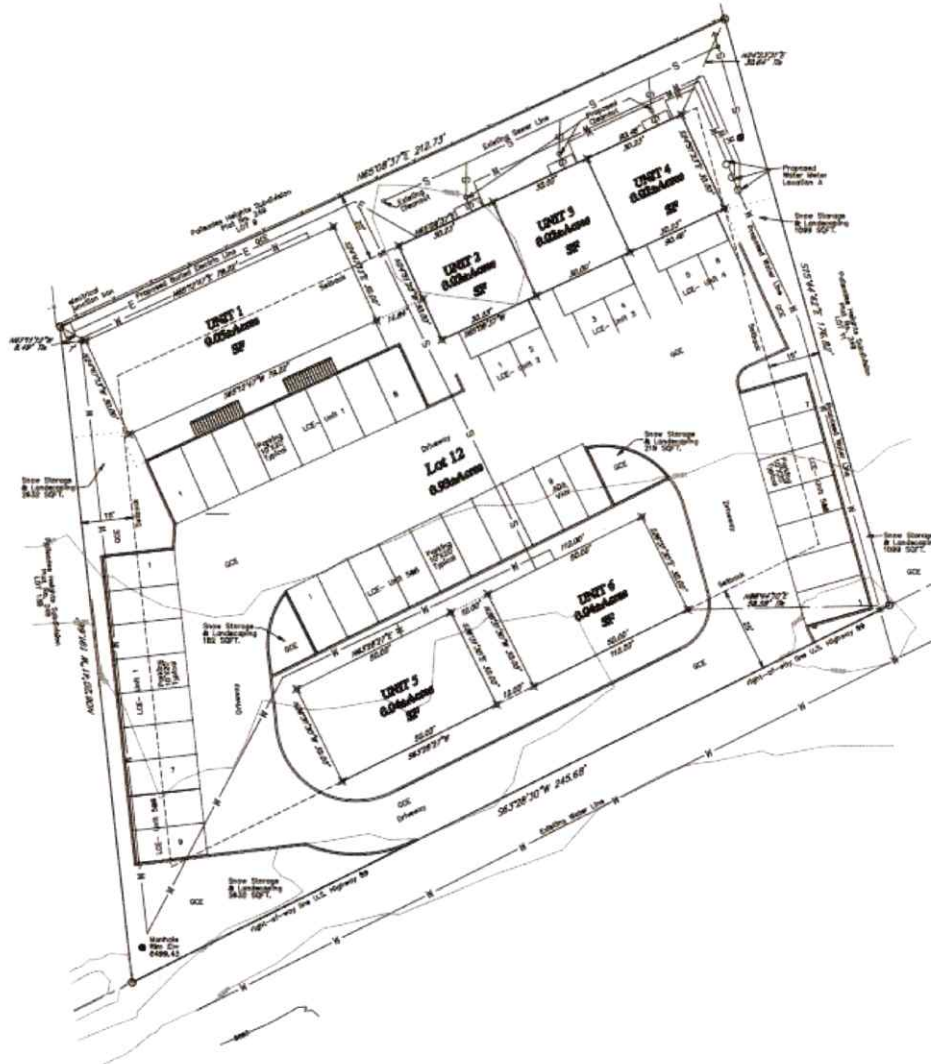
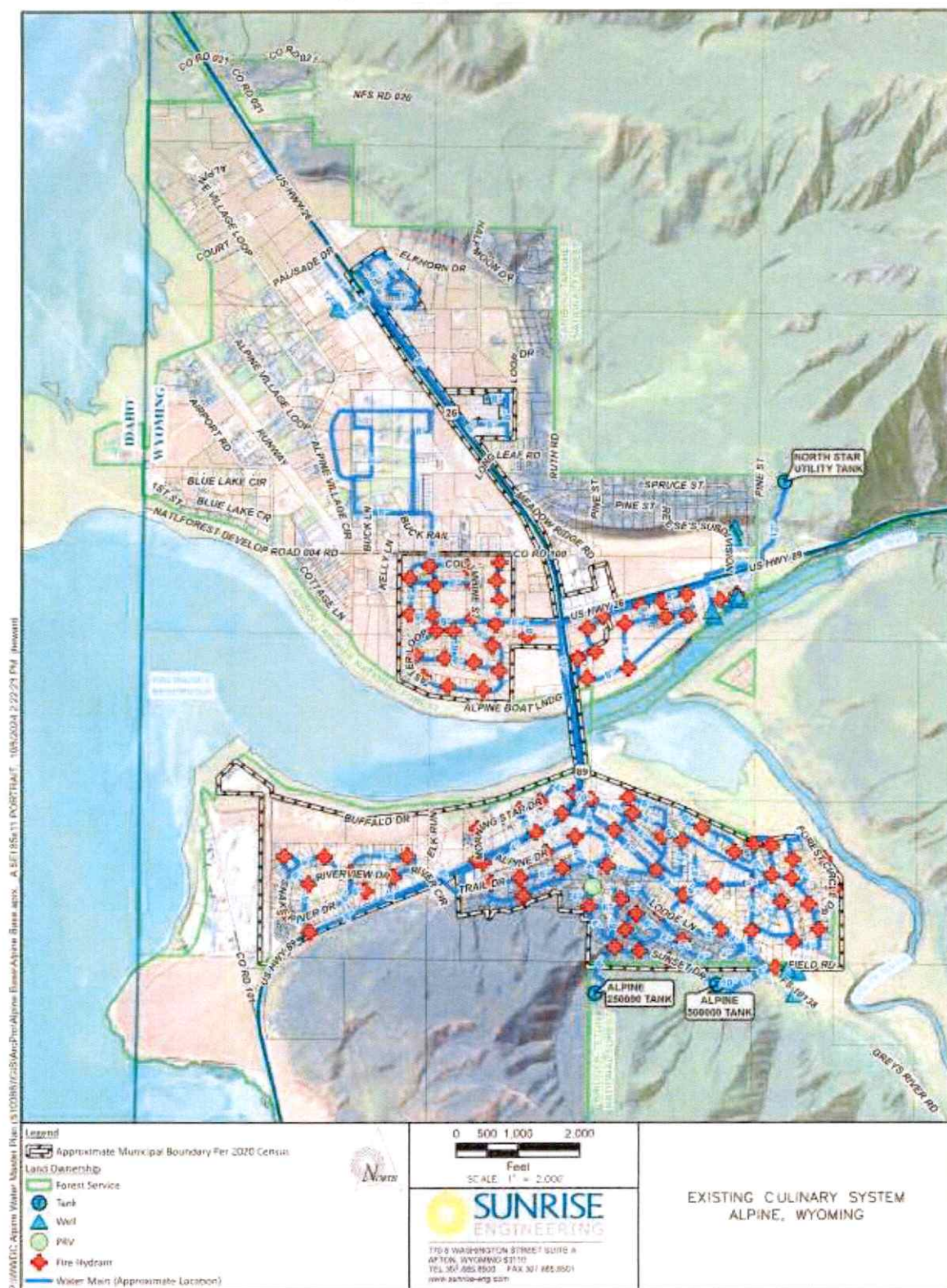


Figure 4.1: NRCS Soils Map



LAKEVIEW OUTPOST ADDITION

Figure 7.7 Alpine Water Model



LAKEVIEW OUTPOST ADDITION

Figure 7.8: Water Model Results

Asset Properties

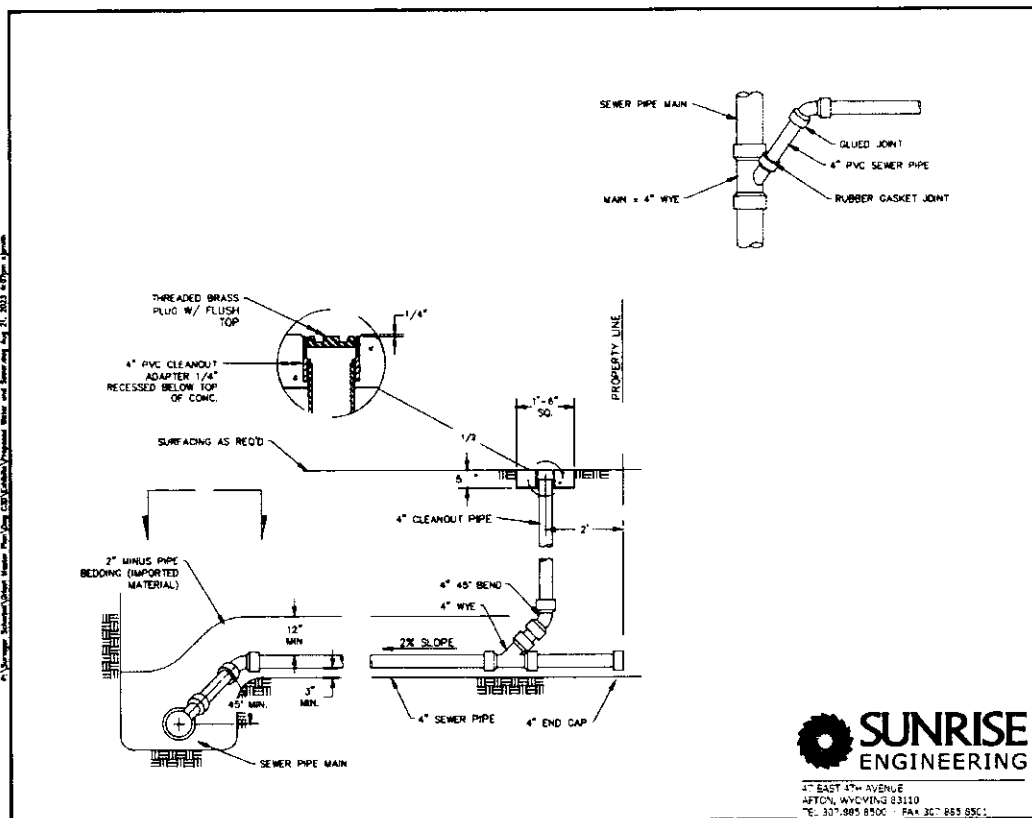
Junction: J92

(ID)	
Active	True
Description	Junction ID: J92
1: Geometry	
X	1634400.0505140795
Y	15677592.261822075
2: Hydraulic	
Elevation	5658.89
Emitter Coefficient	0
4: Water Quality	
Init. Quality	0
Source Pattern	
Source Quality	0
Source Type	Concen
5: Output	
Demand	3.67 gpm
Head	5874.53 ft
Pressure	93.44 psi
Quality	0
6: Summary	
Isolation: Pressure Change	
Avg. Demand	11.82 gpm
Avg. Head	5854.47 ft
Avg. Pressure	84.74 psi
Avg. Quality	0
Max. Demand	19.58 gpm
Max. Head	5875.07 ft
Max. Pressure	93.67 psi
Max. Quality	0
Min. Demand	2.45 gpm
Min. Head	5828.97 ft
Min. Pressure	73.7 psi
Min. Quality	0
7: MSX	
Species	
8: Surge	
Avg. Head	
Avg. Pressure	
Max. Head	
Max. Pressure	
Min. Head	
Min. Pressure	
System Safety	
% of Required Fire Flow	176.7
Available Fire Flow	2651 gpm
Critical Junction	
Critical Pipe	P109
Critical Pressure	
Critical Velocity	14.08 ft/s
Fire Flow Zone	Fireflow2
Max Velocity Time	
Maximum Fire Flow	1459.53 gpm
Min Pressure Time	
Required Fire Flow	1500 gpm
Residual Pressure	66.52 psi

Isolation: Pressure Change

Asset | Digital Twin

Figure 8.1 Sewer Connection Details



LAKEVIEW OUTPOST ADDITION



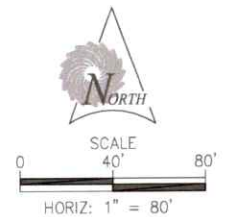
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FIGURE 11.3 DRAINAGE PLAN AND SNOW STORAGE



SUNRISE
ENGINEERING

770 S WASHINGTON STREET SUITE A
AFTON, WYOMING 83110
TEL 307.885.8500 • FAX 307.885.8501
www.sunrise-eng.com

Date: 10/17/2025
To: Creative Properties, LLC
Attn: Dave Jenkins
160 Highway 89, Lot #12
Palisades Heights Subdivision
Alpine, WY 83128

Subject: Special Use Permit Application – Creative Properties, LLC

Dear Dave,

Following review of your Special Use Permit application for 160 Highway 89, Lot #12 of the Palisades Heights Subdivision, the Town has determined that the application will not be added to the Town Council agenda for the October 21, 2025 meeting.

This decision is based on concerns identified in the Planning and Zoning Administrator's supplementary recommendation—specifically, the lack of a Property Owners Agreement (POA) or similar mechanism outlining how common areas within the proposed development will be maintained, how associated costs will be shared among unit owners, and how future improvements will be managed.

To move forward, a complete POA, or similar document, addressing these items must be submitted and approved by the town before the project can be scheduled for Town Council consideration.

Please note the following submission deadlines:

- To make the November 4, 2025 Town Council meeting, the POA must be received no later than October 28, 2025.
- If that deadline cannot be met, the next available agenda date will be November 18, 2025, and the POA must be submitted no later than November 11, 2025.

We appreciate your attention to this matter and your cooperation in addressing the noted concerns. Please feel free to reach out if you have any questions or need additional clarification.

Sincerely,
Monica Chenault
Town Clerk
Town of Alpine

DK

Darin Kaufman <darin.kaufman@wyo.gov>

To: Gina Corson

Reply Reply all Forward

Thu 9/4/2025 11:33 AM

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You forwarded this message on Thu 9/4/2025 1:32 PM

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EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Thank you for the opportunity to comment on Creative Properties, LLC (Lakeview Outpost Addition) special use permit application.

WYDOT has no objections for the special use permit.

No new additional access to US 89 will be granted. It is assumed that the existing approach located near the southeast corner of Lot 12 will be used.

For any new utility construction within WYDOT right-of-way, the utility companies/owner shall obtain the necessary M-54 utility license via the new on-line permitting process, MainStar, located at <https://usa.maintstar.co/Wyoming/Logon.aspx>. Currently WYDOT requires any utility company needing access to the MainStar system to contact the local District Office for the license or permit, or to email dot.utilities@wyo.gov to set up your login credentials.

An M-21 permit is necessary for new utility connections to existing permitted utilities within WYDOT R/W.

WYDOT Utilities Section can be found at the following link:

http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.html

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE ALPINE HEIGHTS ADDITION

This Declaration of Covenants, Conditions, and Restrictions of the Alpine Heights Addition (Declaration) is entered and made effective as of _____, 2025 (Effective Date) by Creative Properties, LLC, a Wyoming limited liability company (Declarant).

RECITALS

- A. Declarant is the owner and developer of a certain approximately .93 acre parcel of real property located in Alpine, Wyoming (Lincoln County), which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the Subject Property).
- B. Declarant is developing the Subject Property into a mixed residential and commercial subdivision project known as the “Alpine Heights Addition,” which will consist of townhomes, apartments, private roadways, various open space areas, general common areas, limited common areas, and amenities.
- C. The purpose of this Declaration is to set forth the basic terms, covenants, conditions, easements, and restrictions (hereinafter collectively “Restrictions”) that will apply to the entire development and use of all portions of the Subject Property. The Restrictions are designed to preserve the Subject Property’s value, desirability, and attractiveness, and to guarantee adequate maintenance of the Common Area and the Improvements located thereon, as hereinafter defined.

ARTICLE ONE DEFINITIONS

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Apartment

Apartment shall mean any Improvement on any Unit in which one Owner shares a Party Wall with the same Owner for another attached dwelling unit. Each Apartment sits on the same real property on which the footprint of such Unit on which the Apartment is constructed.

(b) Articles

Articles shall mean the Articles of Incorporation of the Association, including any restatements or amendments thereto.

(c) Assessments

Assessments shall mean those payments imposed by the Association and required of Members, including without limitation Regular Assessments, Special Assessments, and Limited Assessments.

(d) Association

Association shall mean and refer to the **Alpine Heights Owners Association Inc.**, a non-profit corporation to be organized under the laws of the State of Wyoming, and its successors and assigns.

(e) Board

Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

(f) Bylaws

Bylaws shall mean the Bylaws of the Association, including any restatements or amendments thereto.

(g) Common Area

Common Area shall mean any or all of the parcels of Common Area, including without limitation the private street or drives, parking area or drives, common open space, sidewalks, bicycle paths, curbs, landscaping, wall, hedges, plantings, trees, vegetation, common landscaped areas, storage facilities, recreational facilities, and other amenities and facilities. **Common Area includes the Limited Common Area, except that Limited Common Areas are for the exclusive use of the Unit to which they are designated on the Plat.**

(h) Declarant

Declarant shall mean Creative Properties, LLC, a Wyoming limited liability company.

(i) Declaration

Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions of the Alpine Heights Addition, as depicted on the Plat (defined below) as it may be amended from time to time.

(j) Expenses

Expenses shall mean all costs and expenses incurred by the Association for the conduct of its affairs, including without limitation legal and other professional fees; the costs and expenses of the Landscape Maintenance Obligations and Exterior Maintenance Obligations; the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Area, Limited Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Association; and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area and Limited Common Area that must be replaced and maintained on a regular basis.

(k) Exterior Maintenance Obligations

Exterior Maintenance Obligations shall mean the obligations of the Association for the exterior maintenance of all Improvements, as set forth in Section 3.03(a).

(l) Improvement

Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in any portion of the Subject Property, including without limitation buildings (including Apartments and Townhomes), fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mailboxes, electrical lines, pipes, pumps, ditches, and fixtures of any kind whatsoever.

(m) Landscape Maintenance Obligations

Landscape Maintenance Obligations shall mean the obligations of the Association for common landscaping on the Units, Townhome and Apartment exteriors, Common Area, and Limited Common Area as set forth in Section 3.02.

(n) Limited Assessment

Limited Assessment shall mean a charge against a particular Owner that is directly attributable to the Owner and equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

(o) Limited Common Area

Limited Common Area shall mean those Common Areas designated as a Limited Common Element (LCE) on the Plat, which shall be for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Persons. Limited Common Area may be established from time to time by the Declarant or the Association on any portion of the Property by describing or depicting such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration.

(p) Unit

Unit shall mean a Unit within the Subject Property as specified or shown on the Plat upon which Improvements may be constructed. Units shall not include any Common Area or Limited Common Area.

(q) Member

Member shall mean each Person entitled to membership in the Association as provided herein.

(r) Owner

Owner shall mean the record owner, whether one or more Persons, holding fee simple interest of record to each Unit located on the Subject Property, including contract buyers and owners of any beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

(s) Party Wall

Party Wall shall mean the common wall(s) between two Townhomes or two Apartments erected for the common benefit, support, and convenience of the two Townhomes or Apartments that share such Party Wall(s).

(t) Person

Person shall mean any individual, partnership, corporation, or other legal entity.

(u) Plat

Plat shall refer to the recorded final subdivision plat of Alpine Heights Addition, recorded as _____ on _____, 2025, in the office of the Lincoln County Clerk, Wyoming, as amended from time to time.

(v) Regular Assessment

Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and Limited Common Area, and all Improvements located thereon, the cost of the Exterior Maintenance Obligations and the Landscape Maintenance Obligations, and the other costs of the Association, which is to be levied against each Unit and paid by each Owner to the Association, pursuant to the terms of this Declaration.

Costs associated with Limited Common Area will only be assessed against those Units that are benefitted by such Limited Common Area.

(w) Restrictions

Restrictions shall mean the terms, covenants, conditions, easements, and restrictions that will apply to the entire development of the Alpine Heights Addition and use of all portions of the Subject Property.

(x) Shared Driveway

Shared Driveway shall mean any cross access driveway easement and Improvements shared between two or more Townhomes or Apartments.

(y) Special Assessment

Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchase and replacements, or shortages in the Regular Assessment that are authorized by the Board and to be paid by each Owner to the Association, pursuant to the terms of this Declaration.

(z) Subject Property

Subject Property shall mean the approximately .93 acre parcel of real property located in the Town of Alpine, Wyoming, as more specifically described in Exhibit A attached hereto, and including each Unit, the Common Area, the Limited Common Area, and each parcel and portion thereof and interest therein.

(aa) Townhome

Townhome shall mean any Improvement on any Unit in which one Owner shares a Party Wall with another Owner in another attached dwelling unit. Each Townhome includes the real property on which the footprint of such Townhome is constructed. Each Townhome is depicted as a discrete subpart to each Unit depicted on the Plat. Unit #1 as depicted on the Plat will consist of multiple Apartments all owned by the same Owner of Unit #1.

ARTICLE TWO DECLARATION; SUBMISSION OF SUBJECT PROPERTY

Section 2.01 Declaration

Declarant declares that the Subject Property is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the Restrictions, all of which are declared and agreed to be in furtherance of a general plan to protect, maintain, improve, and enhance the value, desirability, and attractiveness of the Subject Property.

The Restrictions set forth herein shall run with the Subject Property, and shall be binding upon and inure to the benefit of all persons having or acquiring any right, title, or interest in the Subject Property or any portion thereto, including any interest in any Unit, as hereinafter defined.

Section 2.02 Declarant's Rights

No provision of this Declaration shall be construed as to prevent or limit 1) Declarant's right to complete development of the Subject Property and to construct Improvements thereon; 2) Declarant's right to maintain model Townhomes; construction, sales, or leasing offices; or similar facilities on any portion of the Subject Property, including the Common Area or any public right-of-way; or 3) Declarant's right to post signs incidental to construction, sales, or leasing on the Subject Property.

ARTICLE THREE GENERAL AND SPECIFIC RESTRICTIONS

Section 3.01 Structures – Generally

All structures are to be designed, constructed, and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

(a) No Accessory Structures

Detached accessory structures shall not be allowed on the Subject Property.

(b) Exterior of Improvements

No change shall be made in the color of paint, stain, or other exterior finish to an Improvement, including Townhomes and Apartments, without prior written approval by the Board. No fence erected by any Owner other than initially constructed by Declarant shall be allowed, except as approved by the Board.

The visual harmony and aesthetic appeal of the structures on the Subject Property is of mutual concern to all Owners and has a direct bearing on the value of Units and Improvements, including Townhomes and Apartments. Accordingly, the Board shall have the right to 1) control the texture, design, and color scheme of the outside walls, fences, roofs, and patio roofs of all structures erected upon Units; and 2) require landscaping on Units.

The Association shall maintain the exterior portions and roofs of all Units, including any patios or balconies appurtenant to a Townhome or Apartment.

(c) Location on Unit

Unless otherwise specifically approved in writing by the Board, all Improvements (exclusive of fences and similar structures) shall be placed within the footprints for each Unit depicted on the Plat. All utility facilities and/or systems used in connection with a Unit shall be placed underground. All fencing shall be approved by the Board. No fence or wall shall interfere with

the use and enjoyment of any easement shown on the Plat. No fence, wall, hedge, high planting, obstruction, or barrier shall be allowed that would unreasonably interfere with the use and enjoyment of neighboring Units and the private street, and shall not be allowed if the same constitute an undesirable, noxious, or nuisance effect upon neighboring Units.

Section 3.02 Landscaping

Declarant or the Board, as the case may be, shall adopt guidelines regulating landscaping permitted and required on the Units. The Association shall maintain, repair, and replace in clean and safe condition the grounds all exterior landscaping on the Common Area, including without limitation sprinklers and sprinkler systems, trees, shrubs, flowers, grass, and groundcover, as necessary (hereinafter the “Landscape Maintenance Obligation”).

Section 3.03 Exterior Maintenance and Repair

(a) Association Obligations

The Association shall be responsible for maintaining the exterior surfaces of all Improvements. The exterior maintenance shall include the following, without limitation: painting, staining, restaining, repairing, replacing and caring for all exterior surfaces, including stucco, siding, roofs, and exterior portions of doors; and maintaining, repairing, and replacing rain gutters and downspouts (hereinafter the “Exterior Maintenance Obligation”). The Exterior Maintenance Obligation does not include the following, all of which shall remain the responsibility of the respective Owner: 1) maintaining, repairing, replacing, or cleaning of glass, windows, window casements, sashes, and frames (other than exterior painting or staining of the same) of a Unit; 2) maintaining, repairing, or replacing awnings of a Unit; or 3) maintaining or repairing (including removing snow therefrom) walkways to and from Units.

(b) Owner Obligations

Each Owner shall be responsible for maintaining, repairing, replacing, and caring for the interiors of the Owner’s Townhome and Apartments, including without limitation maintaining, repairing, replacing, and caring for electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, air conditioning, heating, disposal systems, interior fire protection systems, glass panes and windows, hardware, and replacement of light bulbs in connection with lights attached to the exterior surfaces of the Unit. In the event that any maintenance or repair is performed by the Association that is required because of the willful or negligent act of an Owner, the Owner’s family members, tenants, guests, or invitees, the cost of such maintenance and repair shall be reimbursed by such Owner to the Association and/or the Association may assess the cost of the same against such Owner and such Unit as a Limited Assessment and shall create a lien against such Unit enforceable in the same manner as other Assessments set forth in Article Six of this Declaration. All damage to any Improvements shall be repaired as promptly as is reasonably possible.

Each Owner shall be responsible for keeping the Limited Common Areas designated for the exclusive use of their Unit clean, tidy, neat, and sightly, and generally caring for the same. Each Owner shall notify the Association of any unsafe condition existing in, on or around the Limited Common Area. In addition, nothing unsightly, in the reasonable discretion of the Board, shall be kept on any Limited Common Area.

Any event or condition in connection with a Unit that, in the sole discretion of the Board, creates an unsightly or blighting influence, shall be corrected, removed, or obstructed from public view, as the case may be, by the Owner of the Unit, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

In the event that any Owner 1) permits any Improvement that is the responsibility of that Owner to maintain to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly, or unattractive condition, or 2) damages property or facilities on or adjoining that Owner's Unit that would otherwise be the Association's responsibility to maintain, the Board, upon fifteen days' prior written notice to the Owner of such Unit, shall have the right to correct such condition, and to enter into such Owner's Unit for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien against such Owner's Unit enforceable in the same manner as other Assessments set forth in Article Six of this Declaration. The Owner of the offending Unit shall be personally liable, and such Owner's Unit may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

Section 3.04 Antennae

No exterior radio antenna, television antenna, satellite dish antenna, or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Board. Without limiting the foregoing, small satellite dishes may be installed on any Unit so long as such satellite dish is installed on the back of such Improvement and is not visible from any road or street, unless otherwise approved by the Board.

Section 3.05 No Temporary Structures

No house trailer, mobile home, tent (other than for short term individual or visitor use), shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Subject Property, except temporarily as may be required by construction activity undertaken on the Subject Property, and only following approval by the Board.

Section 3.06 No Unscreened Boats, Campers, or Other Vehicles

No dilapidated or unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Subject Property (including without limitation streets, parking areas, and driveways). Further, no boats, trailers, campers, or all-terrain vehicles shall be stored on the Subject Property.

Section 3.07 Unsightly Articles; Nuisances

No unsightly articles shall be permitted to remain outside any Unit so as to be visible from any other portion of the Subject Property. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Subject Property, and no odor shall be permitted to arise therefrom so as to render the Subject Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Subject Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage, and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pickup by garbage removal services. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Subject Property so as to be offensive or detrimental to the Subject Property or to its occupants or to other property in the vicinity or to its occupants. No building materials of any kind shall be placed or stored outside a Unit until the Owner of the Unit, or that Owner's builder, is ready and able to commence construction.

Section 3.08 No Hazardous Activities

No activities shall be conducted on the Subject Property, and no Improvements constructed on any Unit, Common Area, or any other portion of the Subject Property, that are or might be unsafe or hazardous to any person or property.

Section 3.09 Exterior Energy Devices

No energy production devices, including without limitation generators of any kind and solar energy devices, shall be constructed or maintained on any Unit without the prior written approval of the Board.

Section 3.10 Animals/Pets

No pets, dogs, cats, animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property, except as permitted under applicable federal, state, or municipal law. In the event a service animal is required to be kept under applicable law, chronic barking or similar sounds by such animal shall be considered a nuisance. Service animals shall be kept on a leash, curbed, and otherwise controlled at all times and shall be kept in compliance with all applicable state and local laws and ordinances. All service animal owners shall immediately clean up any pet waste from any Common Area. Failure to do so may result, at the Board's discretion, in a Limited Assessment levied against such animal owner or Owner of the Unit where such animal or animals are being kept.

Section 3.11 Drainage

Grading for Units shall be kept to a minimum and Improvements are to be located for preservation of the existing grades or berms that are an integral part of the grade design. The Units must be

graded to provide positive flow of said drainage to the street. Drainage shall comply with applicable law.

Section 3.12 Signs

No sign of any kind shall be displayed to the public view without the approval of the Board except: 1) such signs as may be used by Declarant in connection with the development of and sale or lease of Units; 2) informational signs of customary and reasonable dimensions as prescribed by the Board and displayed in the Common Area; 3) one sign of customary and reasonable dimensions, as determined by the Board, displayed by an Owner of a Unit outside said Unit advertising the Unit for sale or lease; or 4) any sign required by Alpine, Wyoming. No sign shall be placed on the Common Area without written approval of the Board.

Section 3.13 Insurance Rates

Nothing shall be on or kept on any Unit or at any Townhome or Apartment that may increase the rate of insurance on any other portion of the Subject Property without the written approval of the Association, nor shall anything be done or kept on any Unit or at any Townhome or apartment that would result in the cancellation of insurance on any property owned or managed by the Association.

Section 3.14 No Further Subdivision

No Unit shall be further subdivided. Nothing herein shall be deemed to prevent an Owner from transferring or selling any Unit to more than one person to be held between them as tenants in common, joint tenants, or community property.

Section 3.15 Exemption of Declarant

Nothing contained herein shall limit the right of Declarant to 1) subdivide or re-subdivide any portion of the Subject Property; 2) grant licenses; 3) reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others; 4) complete excavation, grading, and construction of Improvements to and on any portion of the Subject Property owned by Declarant; 5) alter construction plans and designs; or 6) construct such additional Improvements as Declarant deems advisable in the course of development of, so long as any Unit remains unsold.

Section 3.16 Adoption of Rules

The Association, through its Board, may adopt reasonable rules consistent with this Declaration relating to 1) the use of the Common Area and all facilities thereon, and 2) the conduct of Owners, their family members, tenants, invitees, and guests with respect to the Subject Property and other Owners.

ARTICLE FOUR ASSOCIATION, MEMBERSHIP, AND BOARD

Section 4.01 Organization of Association

The Association is or shall be incorporated under the name **Alpine Heights Owners Association Inc.** as a Wyoming nonprofit corporation under the Wyoming Nonprofit Corporation Act. The Association shall have the duties, powers, and rights set forth in this Declaration, the Articles, and the Bylaws. The Board shall manage the affairs of the Association, as more fully provided in this Declaration, the Articles, and the Bylaws.

Section 4.02 Interpretation of Conflicts

Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. To the extent any provision in the Articles or the Bylaws conflict with any provision of this Declaration, this Declaration shall control.

Section 4.03 Association Membership

Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of an Owner's interest in a Unit, and then only to the transferee of such interest. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association. In the event a transferring Owner of any interest in a Unit should fail or refuse to transfer the membership associated with the Unit to the transferee of the Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the transferor Owner shall be null and void.

Section 4.04 Voting Rights of Members

The Association shall have one class of voting membership. The Members shall all be Owners and shall be entitled to one vote for each Unit owned. When more than one person or entity holds an interest in any Unit, all such persons or entities shall be Members, and they shall determine how the vote for the Unit shall be exercised. Notwithstanding the preceding sentence, no more than one vote shall be cast with respect to each Unit on all matters requiring voting by the Members, and fractional votes shall not be allowed.

Section 4.05 Board of Directors and Officers

The affairs of the Association shall be conducted and managed by such directors and officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time.

Section 4.06 Power of Association

Subject only to the limitations expressly set forth in the Articles, the Bylaws, and this Declaration, the Association shall have the power to do any and all lawful things that may be authorized, required, or permitted to be done by the Association under Wyoming law and under this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts that may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Declarant, and the performance of the other responsibilities herein assigned, including without limitation the following.

(a) Assessments

The Association shall have the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement

The Association shall have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, or the Bylaws.

(c) Delegation of Powers

The Association shall have the authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement, and operation of the Common Area, and the maintenance, repair, and replacement of the Association's Exterior Maintenance Obligations and the Association's Landscape Maintenance Obligations; provided, however, that any such delegation of the Association's power to a manager shall be in a writing approved by the Board with a term not to exceed twelve consecutive months, and terminable by the Association with or without cause upon the expiration of thirty days' prior written notice. The Association and the Members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

(d) Emergency Powers

The Association shall have the power, exercised by the Association or by any person authorized by it, to enter upon any Unit or Common Area (but not inside any Improvement constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construct for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

(e) Licenses, Easements, and Rights-of-Way

The Association shall have the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining: 1) underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; 2) public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and 3) mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, and landscaping abutting the Common Area, public and private streets, or land conveyed for any public or quasi-public purpose.

Section 4.07 Duties of Association

In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, the Articles, and the Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties.

(a) Operation and Maintenance of Common Area

The Association shall operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area and Limited Common Area, including without limitation removal of snow, paper, rubbish, and debris from the Common Area.

(b) Exterior Maintenance and Landscaping

The Association shall repair, maintain, and otherwise manage or provide for the repair, replacement, and maintenance of the Association's Exterior Maintenance Obligations, as set forth in Section 3.03(a), and the Association's Landscape Maintenance Obligations, as set forth in Section 3.02.

(c) Taxes and Assessments

The Association shall pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments shall be paid or a bond insuring payment shall be posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal,

state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

(d) Water and Other Utilities

The Association shall acquire, provide, and/or pay for necessary services for maintenance of the Common Area, exterior landscaping on Units, Townhomes, and Apartment exteriors, and to manage for the benefit of the Association water rights (if any) and rights to receive water (if any) held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise.

(e) Insurance

The Association shall obtain insurance from reputable insurance companies authorized to do business in the State of Wyoming, and maintain in effect any insurance policy the Board deems necessary or advisable, including without limitation:

- 1) fire insurance, including those risks embraced by coverage of the type known as the broad form “All Risk” or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area and Limited Common Area;
- 2) commercial general liability insurance insuring the Board, the Association, Declarant, and the agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area, with limits of liability of such coverage set at not less than One Million and 00/100 Dollars (\$1,000,000.00) per person and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage; and
- 3) such other insurance, including officers and director insurance, motor vehicle insurance, and worker’s compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner’s interests in such proceeds and to deal therewith.

Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessment levied by the Association. Each Owner may obtain insurance at such Owner’s own expense providing coverage upon such Owner’s Townhome; such Owner’s Improvements and personal property; for such Owner’s personal liability; and

covering such other risks as such Owner may deem appropriate; but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies that the Association obtains pursuant to this Section. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the Owner of the Townhome and/or the mortgagee in connection with such Townhome.

(f) Enforcement of Restrictions and Rules

The Association shall perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, the Articles, or the Bylaws including, without limitation, the recordation of any claim of lien with the Lincoln County, Wyoming Recorder as more fully provided herein.

Section 4.08 Personal Liability

No Member of the Board, or member of any committee of the Association, including without limitation any officer or manager of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, or any other officer, representative, or employee of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

Section 4.09 Budgets and Financial Statements

Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association upon such Member's written and reasonable request, as follows.

(a) Projected Operating Statement/Budget

A projected operating statement and budget for each fiscal year for the Association shall be available for distribution no less than sixty days before the beginning of each fiscal year. The operating statement projected for the ensuing fiscal year shall include a schedule of Assessments received and receivable, identified by the Townhome number and Owner thereof.

(b) Balance Sheet

Within ninety days after the close of each fiscal year, the Association shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year, and shall make such balance sheet available for distribution to each Owner.

(c) Operating Statement

Within thirty days after the close of each fiscal year, the Association shall cause to be prepared an annual operating statement reflecting the income and expenditures of the Association. Copies of the balance sheet and operating statement shall be made available for distribution to each Member within 120 days after the end of each fiscal year.

(d) Audit

The Association shall provide an audited statement for the preceding fiscal year if the holder, insurer, or guarantor of any first mortgage that is secured by a Townhome submits a written request for it; such holder, insurer, or guarantor shall pay the reasonable cost of such audit. A copy of each audit shall be delivered to each Member requesting a copy of such audit within thirty days after the completion of such audit.

(e) Meetings of Association

Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members not less than ten days before the meeting, and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held at the Subject Property or as close thereto as practical at a reasonable place selected by the Board.

ARTICLE FIVE RIGHTS TO COMMON AREA

Section 5.01 Use of Common Area

Each Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions:

- a. Limited Common Area may only be used by the Owners of Units for which the exclusive right to use is designated on the Plat.
- b. the right of the Association holding or controlling the Common Area to levy and increase Assessments;
- c. the right of the Association to suspend the voting rights and rights to use of the Common Area, except for the right of an Owner to ingress and egress to the Owner's Townhome, during any period in which any Assessment or charge against the Owner's Townhome remains unpaid;

- d. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws;
- e. the right of the Association to prohibit the construction of structures of Improvements on the Common Area;
- f. the right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any Assessments against said Member's property remains unpaid, and for a period not to exceed thirty days for each infraction of its published rules and regulations;
- g. the right of the Association to limit the number of Members permitted to use the Common Area, or a portion thereof, at any one time; and
- h. the right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

Section 5.02 Designation of Common Area

Declarant shall designate and reserve the Common Area in this Declaration and/or the Plat, deed, or other instruments. The Common Area shall be conveyed to the Association free and clear of all liens and title encumbrances, other than easement, taxes, and Restrictions, and shall be owned and maintained by the Association.

Section 5.03 Delegation of Right to Use

Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Townhome.

Section 5.04 Damages

Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of an Owner, the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Townhome. In the case of joint ownership of a Townhome, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Owner and the Owner's Townhome and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than that which is legally allowable under Wyoming law.

ARTICLE SIX ASSESSMENTS

Section 6.01 Covenant to Pay Assessments

By acceptance of a deed to any Unit, each Owner hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including Regular Assessments, Special Assessments, Limited Assessments, and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

(a) Assessment Constitutes Lien

Such Assessments and charges, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall be a charge against the Owner's Townhome and shall be a continuing lien upon the Townhome against which each such Assessment or charge is made.

(b) Assessment is Personal Obligation

Each such Assessment, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the Owner of such Townhome. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but such Assessments shall remain such Owner's personal obligation regardless of whether that Person remains an Owner.

Section 6.02 Regular Assessment

All Owners, except Declarant, are obligated to pay the Regular Assessment to the treasurer of the Association on a schedule of payments established by the Board.

(a) Purpose of Regular Assessment

The proceeds from the Regular Assessment are to be used to pay for all Expenses. The Association shall compute the amount of its Expenses on an annual basis.

(b) Amounts Paid by Owners

The Board may require, in its discretion or as provided in the Articles or the Bylaws, payment of the Regular Assessment in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner (except Declarant) for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Townhomes owned by that Owner by the total number of Townhomes on the Subject Property. Without limiting the foregoing, nothing in this Declaration shall obligate Declarant to pay the Regular Assessment for Townhomes owned by Declarant; provided, however, Declarant may, but is not obligated to, pay the Regular Assessment on Townhomes owned by Declarant if the Expenses exceed the amount of Assessments collected from other Owners.

(1) Set-Up Fee

Upon the sale or transfer of a Townhome to a new Owner, the new Owner shall pay to the Association a one-time set-up fee in the minimum amount of Five Hundred and 00/100 Dollars (\$500.00) (the “Set-Up Fee”), which shall be in addition to the standard Regular Assessment. The Board, in its reasonable discretion, may raise the amount of the Set-Up Fee if deemed necessary.

Section 6.03 Special Assessments

(a) Purpose and Procedure

In the event that the Board shall determine that the collective Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including without limitation costs of construction or reconstruction; unexpected repairs or replacement of capital improvements upon the Common Area; and legal and other professional fees and expenses, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portion of the Property within its jurisdiction, except those Townhomes owned by Declarant. No Special Assessment shall be levied that exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year without the vote or written asset of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment shall be paid.

(b) Consistent Basis of Assessments

Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

Section 6.04 Limited Assessments

Without limiting the above provisions with respect to Regular Assessments and Special Assessments, the Board may levy a Limited Assessment against a Member (except Declarant) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or the Member’s Townhome into compliance with the provisions of the governing instruments for the Alpine Heights Addition. In addition, Limited Assessments will be assessed against the Owners of Units for the costs associated with the maintenance, repair, and replacement of the Limited Common Areas which such Units are afforded the exclusive use.

Section 6.05 Uniform Rate of Assessments

Except as otherwise specifically provided herein, Regular Assessments and Special Assessments shall be fixed at a uniform rate per Townhome for all Members of the Association.

Section 6.06 Assessment Period

Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 and terminate on December 31 of each year. The first Assessment shall commence on the date that is the first day of the third full month following the month in which the closing of the first sale of a Townhome occurs, and the first Assessment shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments, as determined by the Board.

Section 6.07 Notice and Assessment Due Date

The Board shall provide thirty days' prior written notice of Regular Assessments and Special Assessments to each Owner. The due dates for installment payment of Regular Assessments and Special Assessments, if any, shall be as established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5.000%) of the delinquent installment. In addition, each installment payment that is delinquent for more than twenty days shall accrue interest at the rate of ten percent (10.000%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Townhome as more fully provided herein. Each Owner shall be personally liable for Assessments, together with all interest, costs, and attorney fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area or by lease or abandonment of such Owner's Townhome.

Section 6.08 Estoppel Certificate

Upon written request from a party seeking information regarding whether a particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments, the Association shall, as soon as reasonably practicable, deliver an acknowledged, executed statement stating, to the best of the Association's knowledge, whether that particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments. Reliance on such statement shall not extend to any default as to which the Association lacks actual knowledge.

Section 6.09 Special Notice and Quorum Requirements

Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all members and to any person in possession of a Townhome, not less than fifteen days, but no more than thirty days, before such meeting. The presence of Members entitled to cast fifty percent (50%) of the total votes of the Association at such a meeting shall constitute a quorum. If a quorum is not present, subsequent meetings may be called subject to the same notice requirement.

ARTICLE SEVEN ENFORCEMENT OF ASSESSMENTS; LIENS

Section 7.01 Right to Enforce

The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Townhome, upon becoming an Owner, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 7.03 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Section 7.02 Assessment Liens

(a) Creation

There is hereby created a claim of lien with power of sale on each and every Townhome to secure payment of any and all Assessments levied against such Townhome pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection that may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such Townhomes upon recordation of a claim of lien with the Lincoln County, Wyoming Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Townhome and Assessments on any Townhome in favor of any municipal or other governmental assessing body that, by law, would be superior thereto.

(b) Claim of Lien

Upon default of any Owner in the payment of any Regular Assessment, Special Assessment, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Lincoln County, Wyoming Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Townhome against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums

and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief on such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

Section 7.03 Method of Foreclosure

A lien described in the preceding section may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney, or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Wyoming Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Wyoming as trustee for the purpose of conducting such power of sale or foreclosure.

Section 7.04 Required Notice

Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of thirty days after 1) a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Townhome described in such notice of delinquency and claim of lien, and to the person in possession of such Townhome; and 2) a copy of the notice of delinquency and claim of lien is recorded by the Lincoln County, Wyoming Recorder at the Association's request.

Section 7.05 Subordination to Certain Trust Deeds

The lien for the Assessments provided for herein in connection with a given Townhome shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Townhome prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 7.06 with respect to a first mortgagee who acquires title to a Townhome, the sale or transfer of any Townhome shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

Section 7.06 Rights of Mortgagees

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Townhome made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Townhome shall remain subject to this Declaration, as amended.

ARTICLE EIGHT EASEMENTS

Section 8.01 Easements of Encroachment

There shall be reciprocal appurtenant easements of encroachment as between each Townhome and such portion or portions of the Common Area adjacent thereto or as between adjacent Townhomes due to the unwillful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling, or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or intentionally wrongful act or acts of an Owner. In the event a structure on any Townhome is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Townhome agree that minor encroachments over adjoining Townhomes that existed prior to the destruction may be reconstructed pursuant to the easement granted by this Section.

Section 8.02 Easements of Access

Declarant expressly reserves for the benefit of all the Subject Property reciprocal easements of access, ingress, and egress for all Owners to and from their respective Townhomes for installation and repair of utility services; drainage of water over, across, and upon adjacent Townhomes and the Common Area, resulting from the normal use of adjoining Townhomes or the Common Area; and necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, and landscaping. Such easements may be used by Declarant and by all Owners, their guests, tenants, and invitees residing on or temporarily visiting the Subject Property, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Townhome or the Common Area.

Section 8.03 Drainage, Irrigation, Sewer, and Utility Easements

Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, irrigation, sewer, and drainage facilities necessary for the development of the Subject Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Subject Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Townhome in the Subject Property.

(a) Improvement of Drainage, Irrigation, and Utility Easement Areas

The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage, irrigation, or utility easement areas as shown on the Plat or otherwise designated in

any recorded document that would interfere with or prevent the easement from being used for such purpose.

However, each Owner as to his, her, or its Townhome; Declarant; or the Association or its designated agent, subject to the terms of this Declaration, shall be entitled to 1) install and maintain landscaping on any landscaping easement areas and 2) build and maintain fencing on such easement areas subject to approval by the Board, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Townhome whose Improvements were so damaged.

Section 8.04 Rights and Duties Concerning Utility and Irrigation Easements

The rights and duties of the Owners of the Townhomes within the Subject Property, with respect to utilities and irrigation, shall be governed by the following provisions.

- a. Wherever utility or irrigation house connections are installed within the Subject Property, which connections or any portions thereof lie in or upon a Townhome owned by an Owner other than the Owner of the Townhome served by the connections, the Owner of the Townhome served by the connections shall have the right, and is hereby granted an easement to the full extent necessary, to enter upon any Townhome or to have his, her, or its agent enter upon any Townhome within the Subject Property in or upon which said connections or any portion thereof lie, to repair, replace, and generally maintain the connections as and when it may be necessary.
- b. Whenever utility or irrigation house connections are installed within the Subject Property, which connections serve more than one Townhome, the Owner of each Townhome served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Townhome.

Section 8.05 Common Driveway

Several Shared Driveways may be developed throughout the Subject Property. The Owners of Townhomes served by a Shared Driveway shall be entitled to full use and enjoyment of that portion of the Unit on which the Shared Driveway is installed as required to 1) access and service the Owner's Townhome or 2) repair, replace, or maintain the Shared Driveway by, without limitation, removing snow, paper, rubbish, and debris from the Shared Driveway. No parking is permitted within the Shared Driveway easements that blocks an Owner's use of the Shared Driveway or obstructs access to an Owner's Townhome.

Section 8.06 General Landscape Easement

An easement is hereby reserved to the Association and its agents to enter the Subject Property, including the Units and the exteriors of Townhomes, for the purpose of installing, maintaining,

replacing, and restoring exterior landscaping and natural vegetation and habitat. Such landscaping shall include, without limitation, mowing lawns, irrigating activities, trimming and pruning trees and shrubs, walkway improvements, seasonal planting, and all other landscaping activities within the Subject Property as the Association shall determine to be necessary from time to time per the Association's Landscape Maintenance Obligation, as set forth in Section 3.02.

ARTICLE NINE PARTY WALLS

Section 9.01 General Rules Apply

Each wall that is built as a part of the original construction of the Townhomes constructed and placed on the common boundary between two Townhomes shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to neglect or willful acts or mischief shall apply thereto. The Owners sharing a Party Wall shall have equal right to the use of such Party Wall, except that each Owner shall have the exclusive right to use the interior surface of such Party Walls on that Owner's side of such Party Walls. The Owners of the Party Walls and common structural components thereof shall maintain them in good order and repair at all times.

Section 9.02 Sharing of Costs

The cost of reasonable repair and maintenance of each Party Wall shall be shared equally by the Owners sharing the Party Wall. Any necessary repair or reconstruction of the Party Wall shall be of the same or higher construction standards and materials as the original Party Wall, and shall conform to all applicable codes, rules, regulations, and laws in effect at the time such work is completed. Furthermore, such repairs and reconstruction shall be promptly completed. Should the repairs not occur in a timely manner, either Owner may, but is not obligated to, cause the necessary repairs to be made to such Party Wall, and such repairing Owner may seek reimbursement and contribution from the non-repairing Owner under the terms of this Section. To the extent that the cost of repairing and maintaining a Party Wall is not covered by insurance provided by the Association or the Owners, the cost of such repair and maintenance shall be shared by the Owners sharing the Party Wall, except that an Owner shall have the right to call for a larger contribution from the other Owner under any rule of law regarding liability for the negligent or willful acts or omissions of such other Owner or its family members, agents, tenants, guests, invitees, or contract purchasers.

Section 9.03 Weatherproofing

Notwithstanding any other provision of this Article to the contrary, an Owner who negligently or willfully causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements or the repairs necessary from the failure to timely provide such protection.

Section 9.04 Right of Contribution

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in interest.

Section 9.05 Mediation

In the event of any dispute arising concerning a Party Wall or dispute involving the interpretation of the obligations of an Owner under the provisions of this Article, the matter shall be submitted to the Board, who shall act as a mediator and shall proceed in accordance with the rules and procedures of applicable law then in effect, and the decision of the majority of the members of the Board shall be binding on the Owners. In the event an Owner is unsatisfied with the results of such mediation, the Owner may seek all remedies available at law or in equity.

ARTICLE TEN GENERAL MATTERS

Section 10.01 Term

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The Restrictions set forth in this Declaration shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050 the Restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by members holding at least seventy-five percent (75%) of the voting power of the Association and such written instrument is recorded with the Lincoln County, Wyoming Recorder.

Section 10.02 Amendment

(a) By Declarant

Except as provided in Section 10.02(c), until the recordation of the first deed to a Townhome in the Subject Property to an Owner other than Declarant, the provisions of this Declaration may be amended, modified, clarified, supplemented, or terminated by Declarant by recordation of a written instrument setting forth such amendment, modification, clarification, supplementation, or termination.

(b) By Owners

Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than a majority of the votes in the Association, and such amendment shall be effective upon its recordation with the Lincoln County,

Wyoming Recorder. Any amendment to this Article shall require the vote or written consent of Members holding at least seventy-five percent (75%) of the voting power of the Association.

(c) Effect of Amendment

Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Townhomes, notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase Restrictions applicable to the Subject Property, but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Townhome that existed prior to the amendment.

Section 10.03 Mortgage Protection

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Townhome made in good faith and for value, and recorded prior to the recordation of such amendment; provided that after foreclosure of any such first deed of trust such Townhome shall remain subject to this Declaration, as amended.

Section 10.04 Mortgagee's Right to Satisfy Obligations of the Association

In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Area, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Townhome, such mortgagee may pay said premium after first having served five days' written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Townhome is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments as allowed by this Section, it shall be entitled to prompt reimbursement from the Association.

Section 10.05 Notices

Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three days after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section.

Section 10.06 Enforcement and Non-Waiver

(a) Right of Enforcement

Except as otherwise provided herein, any Owner of any Townhome and the Association shall have the right to enforce any or all of the provisions of this Declaration against any property within the Subject Property and the Owner or Owners of such property.

(b) Violations and Nuisances

The failure of any Owner of a Townhome to comply with any provision of this Declaration, the Articles, or the Bylaws is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association, and any affected Owner for recovery of damages, injunctive relief, or both. However, only Declarant, the Board, or a duly authorized agent of Declarant or the Board may enforce by self-help any of the provisions set forth herein or in the Articles or Bylaws, and only if such self-help is preceded by reasonable notice to the Owner.

(c) Violation of Law

Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Subject Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

(d) Remedies Cumulative

Each remedy provided herein is cumulative and not exclusive.

(e) Non-Waiver

The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

Section 10.07 Governing Law; Jurisdiction

This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. Except as otherwise provided in this Declaration, venue for any action arising from this Declaration shall be in Lincoln County, Wyoming.

Section 10.08 Liberal Construction; Severability

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subject Property. In the event any term or provision of this Declaration is adjudicated to be unenforceable, invalid, illegal, or otherwise ineffective, the remaining terms and provisions of this Declaration shall not be affected and shall remain fully enforceable, provided that severance of the unenforceable provision does not materially alter the overall intent of this Declaration.

Section 10.09 Interpretation

The Article titles and Section headings are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the provisions of this Declaration. All references to Sections contained in this Declaration refer to the Sections of this Declaration. In this Declaration, the words include, includes, and including mean include without limitation, includes without limitation, and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity. All pronouns refer to the masculine, feminine, neuter, singular, or plural as the context may require.

DATED: The Effective Date.

Creative Properties, LLC

By: _____
Name: _____
Title: Manager

Acknowledgment

State of Wyoming	ss.
County of *	

On this _____ day of _____, 2025, before me, the undersigned, a notary public, personally appeared _____ in his/her capacity as the Manager of Creative Properties, LLC, known or identified to me to be the individual whose name is subscribed to the above instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity.

Notary Public for Wyoming
Residing at:
(Seal)

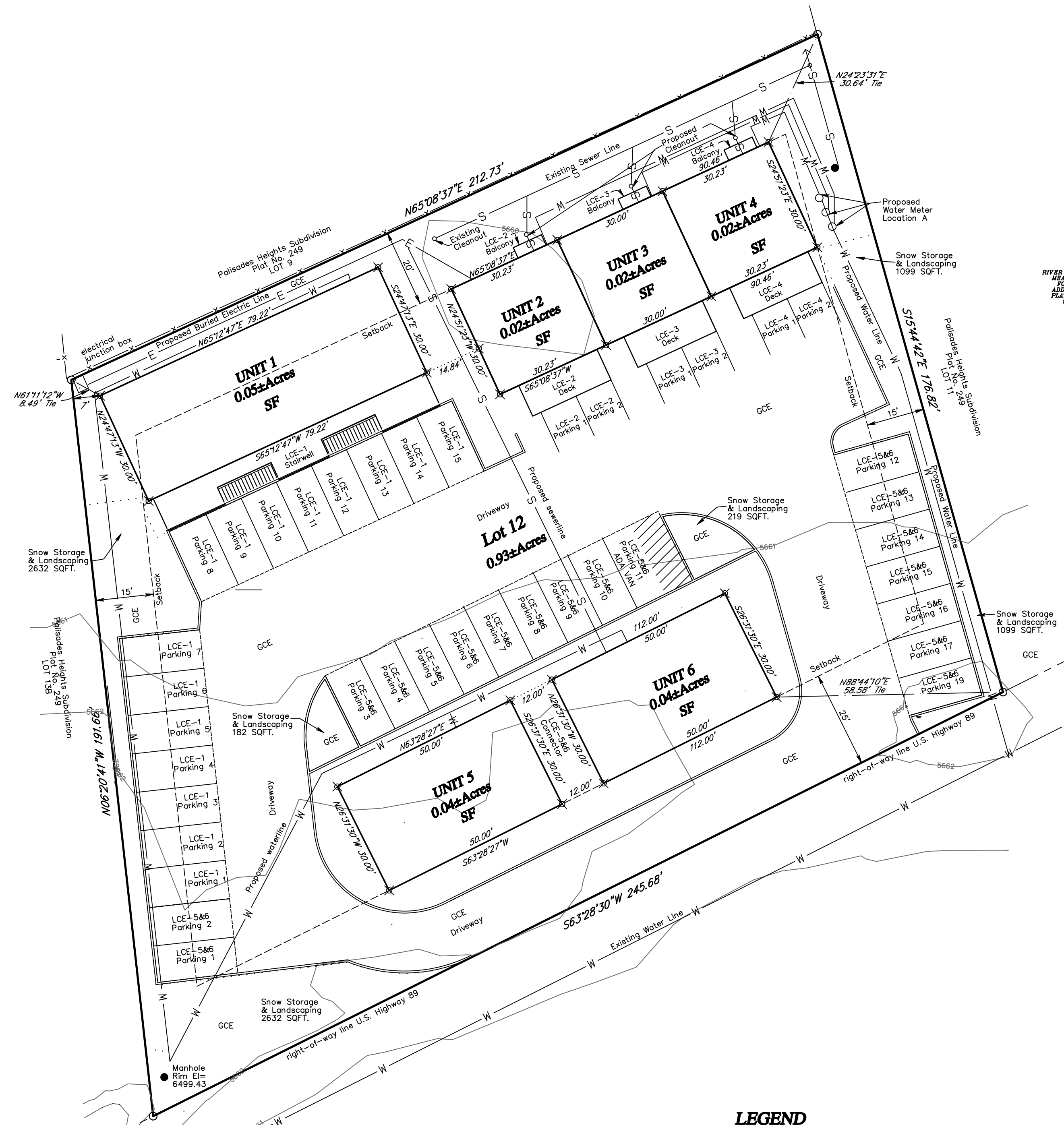
Exhibit A

The following real property located in Lincoln County, Wyoming:

Lot 12 of the Palisades Heights within the Town of Alpine of record in said office as Plat No. 429 within the GLO LOT 5 of Section 29, T37N, R118W, Lincoln County, Wyoming.

DRAFT

ALPINE HEIGHTS ADDITION



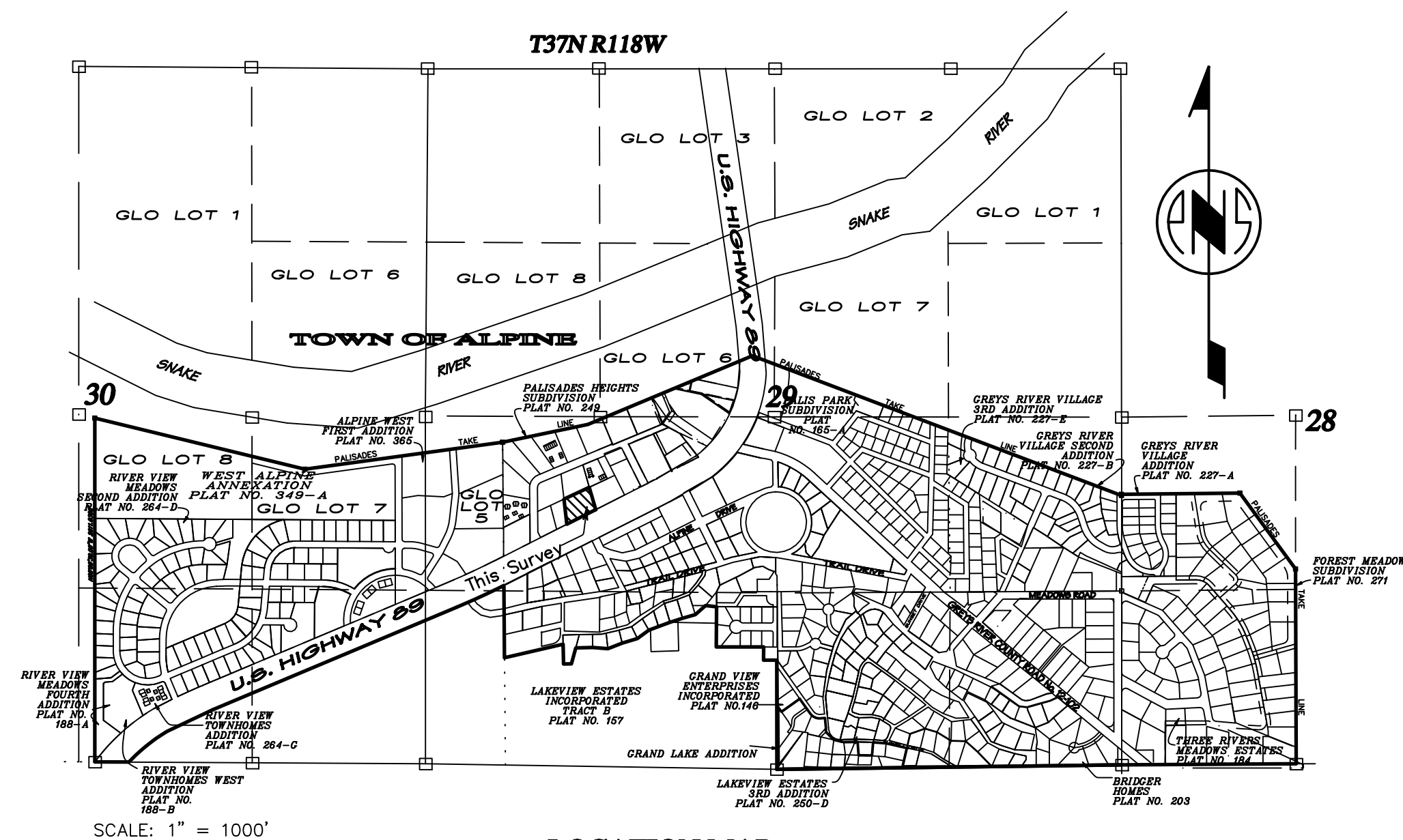
NOTES

- Where bearings are not shown they are parallel to the appropriate unit lines.
- Total area dedicated for off street parking: 20,100 Sq. Ft. Minimum snow storage area required: 19,687 X 0.20 = 3937 Sq. Ft. Snow storage provided: 2632 + 1099 + 182 + 219 = 4132 Sq. Ft.
- Landscaping: 7205 Sq. Ft. provided / 4051 Sq. Ft. required.
- Typical Parking is 10' X 20'.

LEGEND

- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
- Indicates a steel T-shaped stake 24" long with brass cap inscribed: "SURVEY POINT DO NOT DISTURB RLS164" and other details found this survey.
- ✕ Indicates a calculated position, nothing found or set.
- Indicates lot lines of record.
- W— Indicates a water line.
- S— Indicates a sewer line.
- LCE—Unit 1— Indicates that part of the common area which is Limited Common Element appurtenant to the unit of the same number.
- GCE— Indicates that part of the common area which is General Common Element.
- Unit 1 Indicates a townhome unit.

The Basis of Bearing for this survey is N01°04'44"W along the line from the "Call" C51/16 to the "Call" C1/4 of Section 29, T37N R118W.



LOCATION MAP

CERTIFICATE OF OWNERS

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

The undersigned do hereby certify that the subdivision of Lot 12 of the Palisades Heights Subdivision within the incorporated limits of the Town of Alpine, as shown on this plat and more particularly described in the certificate of surveyor, is with the free consent and in accordance with the desires of the owner and proprietor of the described lands;

that the name of the addition shall be the **ALPINE HEIGHTS ADDITION** to the Town of Alpine;

that they do hereby vacate said Lot 12 in accordance with Section 34-12-106 Wyoming Statutes 2024, as amended, and respectfully request the Clerk of Lincoln County to so mark said plat in accordance with Section 34-12-110;

that Units 1-6 are townhouse type ownership as defined in the Declaration of Covenants, Conditions and Restrictions for Alpine Heights Addition of record in the Office of the Clerk of Lincoln County;

that each owner of units within this addition is a member of the Alpine Heights Property Association;

that each unit consists of a single townhouse unit and the underlying land together with the exclusive use of the Limited Common Element (LCE) with the same unit designation and an undivided interest in the General Common Element (GCE) all defined in said Declaration;

that said addition is subject to any easements of record;

that an emergency vehicle easement is hereby granted to the Town of Alpine over and across the common area (GCE, LCE) shown hereon;

that utility easements identical with the common area (GCE, LCE) shown hereon are hereby granted to Lower Valley Power and Light, Inc. and Silver Star Telephone Company, Inc. and other public and private utilities to serve the units of this addition;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released;

Creative Properties, LLC

Signature obtained by separate Certificate of Owner to be recorded concurrently herewith

Managing Member

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

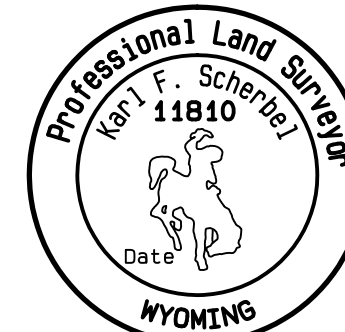
I, Karl F. Scherbel of Afton, County of Lincoln, State of Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by me and persons under my supervision during 2025, and from records in the Office of the Clerk of Lincoln County and that it correctly represents the **ALPINE HEIGHTS ADDITION**

to the Town of Alpine, described as follows:

Lot 12 of the Palisades Heights Subdivision within the Town of Alpine of record in said office as Plat No. 249 within the GLO LOT 5 of Section 29, T37N, R118W, Lincoln County, Wyoming;

that said addition was accurately surveyed, that the parts thereof are accurately staked off and marked with appropriate metal monuments, including magnetic iron, and inscribed at least with the registration number of the land surveyor to provide source identification at all lot corners of the addition, and that their locations are correctly shown hereon;

Encompassing an area of 0.93 acre, more or less;



the foregoing instrument was acknowledged before me by Karl F. Scherbel this ___ day of ___, 2025;

Notary Public _____ My Commission expires: _____

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING } ss..
COUNTY OF LINCOLN }

The foregoing **ALPINE HEIGHTS ADDITION** to the Town of Alpine was approved at the regular meeting of the Alpine Town Council on this ___ day of ___, 2025 in accordance with Resolution No. ___ of the Town of Alpine.

Town of Alpine

Attest:

Monica L. Chenault, Town Clerk

Eric Green, Mayor

OWNERS:

Creative Properties, LLC
P.O. Box 1196
Jackson, Wyoming 83001

LAND USE TABLE:

Total Number of Units: 6
Total Acres: 0.93± Acres
Zoning: MRC-Mixed Residential and Commercial District

SURVEYOR:

Surveyor Scherbel, Ltd.
P.O. Box 725
Afton, Wyoming 83110
(307) 885-9319

DATE:

August 2025

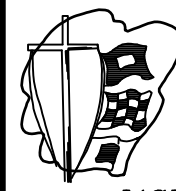
**-ADVANCE PLAT-
SUBJECT TO CORRECTION
AND APPROVAL**

CERTIFICATE OF RECORDATION

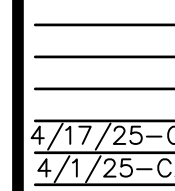
This plat was filed for record in the Office of the Clerk of Lincoln County on this ___ day of ___, 2025.

April Brunski, Clerk

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS



BOX 96 BIG PINEY-MARLBLETON, WYO. 83119 TEL. 307-276-3947
BOX 725 AFTON, WYO. 83110 TEL. 307-885-9319 ALPINE, WYO. 83120 TEL. 307-885-9319
JACKSON, WYO. TEL. 307-283-5903; LAVA, ID. TEL. 208-776-5930; MONTPELIER, ID. TEL. 208-847-2800



4/17/25-CAP: Edit per Afton review
4/1/25-CAP: Edit per Afton review
REVISIONS:



Town of Alpine

SPECIAL USE PERMIT (SUP)

I. Permit Information

Permit No.: SUP-2025-0002

Date Issued: _____

Project Name: Creative Properties, LLC – Palisades Heights

Property Address / Location: 160 U.S. Highway 89, Lot #23, Palisades Heights Subdivision

Zoning District: Mixed Residential-Commercial (MRC)

Parcel ID / Legal Description: TBD

Applicant / Property Owner: Creative Properties, LLC

Mailing Address: PO Box 2911, Alpine WY 83128

Phone / Email: Dave Jenkins dave@snowypeakwy.com

II. Purpose and Description of Special Use

Description:

The applicant, **Creative Properties, LLC**, has been granted a **Special Use Permit (SUP)** to allow for a **phased submittal and development** based on the **provided Preliminary Master Plat** for the property located at **160 U.S. Highway 89, Lot #23, Palisades Heights Subdivision**.

This approval authorizes subdivision and phased construction of smaller lots than typically allowed under the Town of Alpine Land Use Development Code (LUDC), provided that each phase complies with all applicable Town standards and the phasing plan approved under this permit.

III. Approval and Review

This Special Use Permit has been reviewed and approved pursuant to the **Town of Alpine Land Use Development Code (LUDC)**, following public hearing and action by the **Planning & Zoning Commission** and **Town Council**.

Planning & Zoning Commission Action:

Date of Meeting: October 14, 2025

Recommendation: ☐ Approval ☒ Approval with Conditions ☐ Denial



Town of Alpine

SPECIAL USE PERMIT (SUP)

Town Council Action:

Date of Approval: _____

Motion: ☐ Approved ☒ Approved with Conditions ☐ Denied

IV. Agreed Upon Conditions

The following conditions of approval have been reviewed and agreed upon by the applicant and are hereby incorporated as enforceable terms of this permit:

1. Defined Construction Phases:

Each construction phase shall be clearly defined on the approved preliminary and final plat maps, including corresponding timelines for submittal and completion.

2. Infrastructure Completion Requirement:

Building permits for subsequent phases shall not be issued until all required infrastructure and improvements serving prior phases are completed or financially secured to the satisfaction of the Town.

3. Revisions to Phasing Plan:

Any substantial changes to the approved phasing plan shall require further review and approval by the **Planning and Zoning Commission**.

4. Utility and Infrastructure Compliance:

The applicant shall maintain compliance with all Town **utility, access, drainage, and fire protection standards** throughout the duration of the project.

5. Tenant Improvements:

Separate building permits and fees shall be required for all **tenant improvement work or internal buildouts** not included in the initial phase approvals.

6. Scope of Approval:

This approval is granted based on the applicant's representation that phased submittal of construction documents and infrastructure improvements will **not alter the approved use, density, or intensity** of development.

7. Right to Suspend or Revoke:

The Town reserves the right to suspend or revoke this approval if project phasing deviates from the approved plan or causes **adverse impacts to Town infrastructure or adjacent properties**.



Town of Alpine

SPECIAL USE PERMIT (SUP)

V. Duration and Expiration

This Special Use Permit shall remain valid for a period of **three (3) years** from the date of Town Council approval, unless otherwise extended in writing by the Town.

The permit shall automatically expire if the approved use has not commenced within this timeframe or if work ceases for more than twelve (12) consecutive months without written extension.

VI. Revocation

Failure to comply with any condition of approval, applicable Town codes, or representations made during the permitting process may result in **revocation of this permit** by action of the **Town Council**.

VII. Acknowledgment and Acceptance

By signing below, the Applicant acknowledges receipt of this Special Use Permit, agrees to all conditions contained herein, and accepts responsibility for compliance with the **Town of Alpine Land Use Development Code** and other applicable laws.

Applicant / Owner:

Signature: _____ Date: _____

Printed Name: _____

Town of Alpine – Authorized Official:



Town of Alpine
SPECIAL USE PERMIT (SUP)

Signature: _____ Date: 10/08/2025
Monica Chenault, Town Clerk



ORDINANCE NO. 2025-012

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 2022-14 FOR THE PURPOSE OF ESTABLISHING UTILITY BILLING PROCEDURES, USAGE FEES, CONNECTION FEES, CONNECTION REQUIREMENTS, AND COLLECTION POLICIES.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE,
WYOMING:**

Section I: Title:

This ordinance shall be known and may be cited as the "Utility Procedure Ordinance of the Town of Alpine."

Section II: Ordinances Repealed:

Ordinance No. 2022-14, together with all ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed.

Section III: Effective Date:

This ordinance shall be effective on the date of passage. All procedures specified herein shall begin on the first billing period after passing and approval of this Ordinance.

Section IV: Water Commissioner:

- a) Appointment: The Mayor shall designate a Town employee to serve as Water Commissioner. The designated employee must hold a Level 1 certification from the Wyoming Department of Environmental Quality as a water operator. This designation may be modified at any time at the discretion of the Mayor.
- b) Authority: The Water Commissioner or other designated employee shall have the authority to investigate applications for water and sewer services. The Water Commissioner shall also have the authority to terminate or temporarily suspend water/sewer services as provided in this article

Section V: Definitions: As used in this ordinance:

- a) "Town" means the Town of Alpine, Wyoming.
- b) "Customer or consumer" means any individual, firm, corporation, or entity that receives utility services from the Town.
- c) "Utility services" means water and/or wastewater services provided by the Town.
- d) "Delinquent account" means any utility account not paid in full by the due date specified on the bill.

- e) “Curb-box” (also known as a "valve box") means a vertical cast iron sleeve, accessible from the public right-of-way, housing the shutoff valve (curb-stop) for a property's water service line. The curb-box is typically located between a building and the water main lines and usually consists of a metal tube with a removable or sliding lid, allowing access to the turn-key within.
- f) “Curb-Stop” (also known as a "shutoff valve") means a valve and protective enclosure box placed in a user's water service line for the purpose of turning the water utility service on/off.
- g) “Water/Sewer Service” means a water/sewer service (or lateral) utility line connecting the Town's utility main lines (water distribution system and sewer collection system) to a property's premises plumbing. The service or lateral originates at the connection of the main and includes all piping, equipment, and appurtenance installed to deliver the utility to the property, including any portion of that line that lies within Town property, right-of-way, or easements.
- h) Equivalent Residential Unit (ERU) Fees are based on a monetary cost (\$) per ERU.
- i) Equivalent Residential Unit (ERU) means 25-Fixture Units.

Section VI: Water Rates, Fees and Requirements:

- a) Water Rates and Fees: Water rates and fees shall be established by the most recent version of the Town of Alpine Utility Rate Ordinance.
- b) Connection & Capacity Fees Required:
 - i. Water Connection Fee: The Water Connection Fee is a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town’s culinary water system. This fee includes labor to tap the water main, inspection services, review, approval necessary to ensure compliance with Town standards and specifications, the water meter, and labor to install the meter. All new water service connections, including services used solely for the purposes of fire suppression, shall be subject to the payment of the connection fee. This fee must be paid before a permit to connect will be issued.
 - ii. Water Connection Fees Outside Municipal Limits: All Town Council approved water connections located outside the municipal limits shall be charged 125% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
 - iii. Water Capacity Fee: The Water Capacity Fee is one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water system capital facilities required to serve such development. All new water service connections, with the exception of connections installed and used exclusively for fire suppression purposes, shall be subject to payment of the capacity fee. This fee must be paid before a permit to connect is issued.
- c) Monthly Usage Fees Required:

- i. **Base Rate:** The water base rate is a fixed monthly fee charged to each water user, regardless of the amount of water used. This fee covers the cost of maintaining the water system infrastructure, administrative expenses, and ensuring the availability of water service. The base rate shall be determined according to the size of the water service connection, with larger service sizes subject to higher base rates to reflect their proportionate impact on system capacity and maintenance requirements.
 - ii. **Water Per Gallon Charge:** In addition to the base rate, each water user shall be billed for the actual volume of water consumed during the billing period. Water usage shall be billed in increments of one thousand (1,000) gallons. The per-gallon charge is a variable fee assessed according to the number of 1,000-gallon units consumed, as recorded by the water meter.
 - iii. **Water Rates for Properties Outside Municipal Limits:** Both the base rate and the per-gallon water usage charge shall be assessed at one hundred twenty-five percent (125%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine.
 - iv. **Water Service Fees – Meter Replacement:** Water service fees shall include charges established to cover the cost of replacement of water meters. These fees ensure the Town of Alpine can maintain accurate metering equipment, recover the cost of meter materials and installation, and provide for the continued operation and reliability of the municipal water system. If a water meter is intentionally damaged or tampered with, the property owner will be responsible for all repair or replacement costs and any related fees.
 - v. **Readiness to Serve Fee:** All vacant lots and all services installed exclusively for the purposes of fire suppression located within the municipal boundaries of the Town of Alpine that are not currently connected to the Town's water system shall be charged a monthly readiness to serve fee (Fire Suppression Readiness-Serve-Fee) This fee is required to maintain system availability and infrastructure readiness.
 - vi. **Readiness to Serve Fee outside Municipal Limits:** All vacant lots and all services installed exclusively for the purposes of fire suppression located outside the municipal boundaries of the Town of Alpine that have water service extended and accessible to their property shall be required to pay the monthly readiness to serve fee, regardless of whether the property is currently connected. The readiness to serve fee for out-of-town properties shall be charged at one hundred twenty-five percent (125%) of the in-town rate.
- d) **Water Connection Requirements:**
- i. **Mandatory Connection to Town Water System:** Connection to the Town of Alpine municipal water system is mandatory for all properties located within the

incorporated limits of the Town. The installation or use of private culinary water wells is strictly prohibited within the Town of Alpine.

- ii. Application Required: All new water service users, and all existing users requesting a change in their water service or a change of use, shall be required to submit a completed application to the Town prior to connection or modification of service.
- iii. Permit to Connect Required: No connection shall be made to the municipal water system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's water infrastructure.
- e) Permit to Connect: Issuance, Duration, and Conditions
 - i. Issuance: The Water Commissioner shall issue all permits to connect to the water system.
 - ii. Duration and Extension: Upon issuance, the applicant has two (2) years to connect to the town's culinary water system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
 - iii. Revocation and Forfeiture: If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the culinary water system shall be revoked. There shall be no refunds of Water Connection and Capacity Fees.
 - iv. Building Permit: No building permit shall be granted until the permit to connect is issued.
- f) Installation Criteria
 - i. Owner Responsibility: The property owner shall be responsible for installing the water service line from the main to the point of connection in accordance with the Town of Alpine's most recently adopted Standard Specifications Ordinance. Additionally the installation shall comply with the International Building Code (IBC), Wyoming DEQ standards, and all other applicable standards or requirements. An encroachment permit shall be required for all curb cuts. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation. After installation and approval by the Town, the property owner retains responsibility for the service line from the curb-stop to the private connection and to the water main connection point. Water service lines shall be installed at a sufficient depth and/or insulated to prevent freezing. New service lines shall also be flushed to remove dirt and debris from the line prior to use.
 - ii. Town Responsibility: The Town will provide the labor and equipment to tap the water main, the labor to inspect the installation of the water service, and the labor to install the meter. After installation and approval by the Town, the portion of the

water service line from the main to the curb-stop becomes the property of the Town and shall be maintained by the Town thereafter. The Town remains responsible for maintenance and repair of the main utility lines and any service portions it owns. The Town reserves the right to access and utilize any valve, curb-stop, water meter, or device controlling the flow or delivery of water, including but not limited to water meters, seals, sending units, backflow prevention devices, or other equipment regulating or measuring the supply of any utility service. The Town retains ownership of the water meter regardless of location.

- iii. Town Oversight and Inspection: The Town of Alpine must be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's water system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay an unauthorized connection fee as outlined in the most recent version of the Utility Rate Ordinance per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance.
 - iv. Water Connection Dates: The Town of Alpine prohibits new water connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the water commissioner.
 - v. Additional Fees: In the event that unusual or unforeseen circumstances result in the Town incurring costs greater than the standard connection fees, the property owner shall be responsible for reimbursing the Town for those additional actual costs. Such charges will be limited to the documented, out-of-pocket expenses directly related to completing the water connection.
- g) Individual Meters Required:
- i. All water consumed within the Town of Alpine shall be delivered through and measured by a Town-approved water meter.
 - ii. No person, property, or premises shall connect to or use water from the municipal water system except through such a meter. All businesses and residences shall have their own individual water meter.
 - iii. Each property shall have at a minimum, one (1) water meter provided by the Town, which shall be installed in accordance with the Town of Alpine Standard Specifications Ordinance.
 - iv. Additional meters may be installed at the landowner's expense; however, no additional connection fees shall be required for additional meters connected to the same service line.

- h) **Cross-Connection and Backflow Prevention Requirements:** All properties or premises connected to the Town's public water supply shall install and maintain at the property owner's expense the appropriate backflow assembly.
- i. **Hazard Classification:** Determination of the hazard classification of a water service connection is at the sole discretion of the Water Commissioner.
 - ii. **Installation Standards:** All Cross-Connection and Backflow Prevention Devices must be installed by the WYDEQ Design and construction Standards for Public Water Supplies.
 - iv. **Low-Hazard Inspection and Certification:** Backflow prevention devices at water service connections shall be inspected and certified by a certified backflow assembly tester at the time of installation.
 - v. **High-Hazard Inspection and Certification:** Backflow prevention devices installed at high-hazard nonresidential cross connections shall be inspected and certified after initial installation, annually, and when relocated or repaired by a certified backflow assembly tester. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective, and all costs of testing, repair, and maintenance shall be borne by the property owner.
 - 1. **Testing Records:** All records of testing (installation, relocation, or repair) shall be supplied to the Town prior to initiation of service. All testing and inspection records must be received annually. If testing records are not supplied to the Town annually, the Town may complete the testing, of which the cost of testing plus 30% shall be applied to the owner's utility bill. If access for testing is denied, the consumer shall be subject to the termination of water service.

Section VII: Extension of the Water System:

Upon approval by the Town, Landowners may at their own expense, connect to the water system by extending the main. Such connections shall be subject to meeting all Town and DEQ requirements. Any water main line extension shall require a DEQ "Permit-to-Construct" and the consent of the Town of Alpine, subject to town engineer review.

Section VIII: Irrigation Wells:

- a) **Permit Required:** Any property owner with a previously drilled well may operate that well for irrigation purposes only upon receipt of an Irrigation Well Permit issued by the Water Commissioner.
- b) **Prohibition on New Wells:** No new irrigation wells may be drilled or constructed within the municipal boundaries of the Town of Alpine. This section applies only to previously drilled wells that are permitted in accordance with this ordinance.

c) Application Requirements: An application for an Irrigation Well Permit shall include:

- i. A report prepared by a Wyoming-licensed engineer confirming:
 - 1. No cross-contamination exists between the irrigation well and any municipal water or sewer lines.
 - 2. Well water does not contain contaminants that could compromise public health.
 - 3. Any other concerns or necessary upgrades to ensure safe irrigation use
 - 4. Any additional information or testing the Town may require prior to permit approval
- ii. Fees and Renewal: An Irrigation Well Permit shall be subject to a one-time permit fee at the time of issuance.
- iii. Irrigation Well Permits shall be renewed annually, subject to payment of the permit renewal fee.
- iv. All irrigation well permit fees shall be established and amended through the most recently adopted Utility Rate Ordinance.

d) Operating Requirements: Irrigation wells shall be used for irrigation purposes only and shall not supply domestic or potable water.

- i. The owner shall install and maintain signage at the wellhead, sprinkler control box, and at prominent locations where irrigation water is distributed.
 - 1. Signs shall clearly state “NON-POTABLE WATER – DO NOT DRINK” in letters at least two (2) inches in height.
 - 2. Include the universal “Do Not Drink” symbol.
 - 3. Be weather-resistant, maintained in legible condition, and replaced if damaged or faded.

e) Enforcement Authority, Remedies, and Penalties: If the Town determines contaminants are present that could endanger public health, the Town may require immediate suspension of irrigation well use, corrective action, or permanent decommissioning.

- i. Town Liability: The issuance of an Irrigation Well Permit does not create, and shall not be construed as creating, any liability or responsibility on the part of the Town of Alpine, its elected officials, employees, or agents for injuries, damages, or losses to persons or property resulting from the operation or use of an irrigation well. Neither inspections conducted by the Town nor the issuance of a permit shall be deemed a guarantee of safety, quality, or fitness of the irrigation well. All risks associated with irrigation well operation rest solely with the property owner.

- ii. General Authority: This Section shall be enforced by the Codes Enforcement Officer or Water Commissioner, who are authorized to enter onto private property within the Town at reasonable times to inspect irrigation wells for compliance.
- iii. Abatement of Violations: If a violation is found, the Town may issue a written Notice to Abate, specifying the violation and allowing a reasonable time for correction. Failure to comply may result in a Notice of Violation which may issue an Order to Abate requiring corrective actions and setting compliance deadlines.
- iv. Civil Remedies: The Town may pursue any civil remedy available under Wyoming law, including injunctions, to enforce compliance.
- v. Penalties: Each day that a violation continues shall constitute a separate offense. Violations are punishable by a fine established in the most recent version of the Utility Rate Ordinance. e
- vi. Cumulative Remedies: The enforcement mechanisms and penalties provided in this Section are cumulative and in addition to any other remedies available by law.

Section IX: Sewer Rates, Fees, and Requirements

- a) Sewer Rates and Fees: Water rates and fees shall be established by the most recent version of the Town of Alpine Utility Rate Ordinance.
- b) Connection & Capacity Fees Required:
 - i. Sewer Connection Fee: The Sewer Connection Fee is a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's sewer system. This fee includes inspection services, review, and approval necessary to ensure compliance with Town standards and specifications.
 - ii. Establishment of Fee: The sewer connection fee shall be established in accordance with the most recent International Building Code Water Supply Fixture Unit Values for various Plumbing Fixtures and Fixture Groups. All properties will be assessed as a minimum of one (1) ERU. ERUs above one (1) will be rounded up/down per the closest ½ number.

- iii. Sewer Connection Fees Outside Municipal Limits: All sewer connections located outside the municipal limits shall be charged 150% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
 - iv. Sewer/Wastewater Capacity Fee: The Sewer Capacity Fee is a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded wastewater system capital facilities required to serve such development.
- c) Monthly Usage Fees Required:
- i. Base Rate: The sewer base rate is a fixed monthly fee charged to each sewer user, regardless of the amount of water used. This fee covers the cost of maintaining the sewer system infrastructure, administrative expenses, and ensuring the availability of sewer service.
 - ii. Sewer Per Gallon Charge: The sewer per gallon charge is a variable fee based on the actual volume of water used. This charge is assessed in addition to the base rate and is calculated based on the number of gallons consumed by the user during the billing period.
 - 1. Deductive Irrigation Meter: At the owner's expense they are allowed to install a deductive irrigation water meter. Irrigation water usage will be deducted from the domestic water meter usage for the sewer per gallon charge. Sewer deduction water meters will be installed under the same requirements of the municipal water systems.
 - iii. Sewer Rates for Properties Outside Municipal Limits: Both the base rate and the per-gallon sewer usage charge shall be assessed at one hundred fifty percent (150%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine.
 - iv. Readiness-to-Serve Fees: Monthly readiness to serve fees shall be charged to properties in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project.
- d) Sewer Connection Requirements:
- i. Mandatory Connection to Town Sewer System: All existing and new structures with reasonable access to the Town of Alpine's sewer collection system shall be required to connect. The issuance of permits for permanent septic tanks or leach

fields is strictly prohibited for any property with reasonable access to the existing sewer infrastructure.

- ii. Application Required: All new sewer service users, and all existing users requesting a change in their water service, shall be required to submit a completed application to the Town prior to connection or modification of service.
 - iii. Permit to Connect Required: No connection shall be made to the municipal sewer system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's sewer infrastructure.
- e) Permit to Connect: Issuance, Duration, and Conditions.
- i. Issuance: The Water Commissioner shall issue all permits to connect to the sewer system.
 - ii. Duration and Extension: Upon issuance, the applicant has two (2) years to connect to the town's sewer system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
 - iii. Revocation and Forfeiture: If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the sewer system shall be revoked. There shall be no refunds of Sewer Connection Fees or Capacity Fees.
 - iv. Building Permit: No building permit shall be granted until the permit to connect is issued.
 - 1. Lots without Reasonable Access to the Existing Sewer Collection System: Landowners with properties located within the Alpine municipal limits that do not have reasonable access to the Town of Alpine sewer system (determined by the Town in accordance with the Master Sewer Ordinance), shall be required to obtain an on-site wastewater permit for new construction in accordance with Wyoming DEQ requirements. Documentation of an approved permit shall be provided before issuance of a building permit by the Town.

f) Installation Criteria:

- i. **Owner Responsibility:** The property owner shall install, own, and maintain the sewer lateral and all service line components extending from the sewer main to the building connection. The connection to the main shall be completed by the property owner. All work must comply with the International Building Code (IBC), the Wyoming DEQ standards, the most recently adopted Town of Alpine Standards and Specifications Ordinance, or any other applicable codes. Service lines must be placed at sufficient depth and/or insulated to prevent freezing. The Water Commissioner or his designee shall inspect and approve all connections and installations. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation.
- ii. **Town Responsibility:** The Town is responsible only for the maintenance and repair of the sewer mains.
- iii. **Town Oversight and Inspection:** The Town of Alpine must be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's sewer system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay a Unauthorized Connection Fee as established in the most recent version of the Utility Rate Ordinance per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance.
- iv. **Sewer Connection Dates:** The Town of Alpine prohibits new connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the Public Works Director.
- v. **Additional Fees:** If unusual or unforeseen circumstances cause the Town to incur costs greater than the standard sewer connection fees, the property owner shall be responsible for reimbursing the Town for those additional actual costs. Such charges shall be limited to the documented, out-of-pocket expenses directly related to completing the sewer connection.

- g) **Backflow Prevention Requirements:** If a user has any drain or other plumbing fixture located less than twenty-four (24) inches above the elevation of the rim of the next upstream manhole, the user shall install, at the user's expense, a backflow prevention

device approved by the Town. The device shall be installed in an accessible location on the service line serving the fixture. The landowner is responsible for the proper operation, inspection, and maintenance of the backflow prevention device.

Section X: Extension of the Sewer System

Upon approval by the Town, Landowners may at their own expense, connect to the sewer collection system by extending the sewer service line or collection line. Such connections shall be subject to meeting all Town and DEQ requirements. Any sewer service line serving more than one building shall require a DEQ “Permit-to-Construct” and the consent of the Town of Alpine, subject to town engineer review.

Section XI: Additional Sewer Regulations

- a) **Abandonment of Existing Septic Tanks:** Any lot owner with an existing structure that has reasonable access to the Town collection system, who has a septic system/leach field that fails to operate properly or becomes an environmental or public health concern, as determined by the Town of Alpine, shall be required to abandon that septic system/leach field and connect to the collection system within sixty (60) days following notification from the Town. If the notification of failure occurs after September 15, the connection shall be made by June 15 of the following year.
- b) **Properties Requiring Pump Stations:** Special provisions shall apply to properties that are within reasonable access of the Town of Alpine’s collection system and have a demonstrated need (to the satisfaction of the Town Engineer) for a pump station. These properties shall pay the same connection fees and capacity fees specified in the most recently adopted Town of Alpine Utility Rate Ordinance. In addition, the pump station and discharge line shall be required to meet additional specifications. The pump station shall be purchased and installed at the property owner’s expense.
- c) **Prohibited discharges:** In accordance with the Master Sewer Ordinance, no person, association, firm or business, including, but not limited to, septic tank pumping services, firms or organizations, shall discharge or cause to be discharged any of the following described water or wastes to the Town's sewer system:
 - i. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas
 - ii. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantities, either singularly or by interaction with other wastes, to contaminate the sludge of the public sanitary sewer, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, to create a public

nuisance, or to create any hazard in the receiving waters of the wastewater treatment facility.

- iii. Any waters or wastes having a pH lower than 5.5, above 8.5 or having any other acidic/corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works.
 - iv. Solid or viscous substances in quantities or of such size capable of plugging or causing obstruction to the flow in sewers or of causing other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, manure, hair, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders
 - v. Paint, oil, wax, epoxy, grease or similar substance.
 - vi. Sludge and other matter pumped from septic tanks or other sewage disposal systems.
 - vii. Unpolluted waters such as stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water.
 - viii. Any other substance which would unreasonably tend to plug or cause obstruction to the Town's sewer system.
- d) Change of Property Use – Sewer Evaluation Required: If the use of a property is changed, whether or not a building permit is required or obtained, the property owner shall submit an application to the Town of Alpine for review. As part of this review, the sewer service and capacity demands associated with the property shall be evaluated by the Town to determine compliance with all applicable requirements. Any necessary upgrades, modifications, or fees resulting from the change in use shall be the responsibility of the property owner.
- e) Previous Connection Fee Agreements / Amortization: All contracts, agreements and extensions to the original agreements on connection fees in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project shall terminate according to the terms of the Agreements. Any reference to “amortization” or reference to financing in the agreements is hereby stricken. Said references shall be termed as lease agreements and lease payments. Any outstanding amounts due under these agreements are hereby declared “residual amounts”. Upon sale of the real property for which the sewer

connection has been leased under the agreements, any outstanding residual amounts shall be paid immediately.

- f) **Master Sewer Ordinance:** The Master Sewer Ordinance establishes additional requirements, penalties, definitions, and prohibitions governing the Town of Alpine Sewer System and Treatment Plant. These provisions apply to all new and existing sewer service connections and to all use of the Town sewer system. In the event of a conflict between this ordinance and the Master Sewer Ordinance, the most recently adopted and more restrictive provision shall prevail.

Section XII: Other Fees and Charges

- a) **Bulk Water:** Where sufficient water is available for municipal uses, the Town may provide bulk water sales.
 - i. **Bulk Water Permits and Metering Requirements:** Bulk Water taken from fire hydrants or by other dedicated bulk water dispensing systems will be approved by special permit issued by the Water Commissioner who shall, at their discretion, issue a water meter to each such permittee. A meter or meters, together with such backflow prevention assemblies as the Water Commissioner may determine necessary, must be connected to each fire hydrant/dispenser and must meter all water flowing therefrom pursuant to such special permit. The approval of the application to purchase bulk water may be withdrawn at any time with or without cause.
 - ii. **Bulk Water Fees and Rates:** Bulk water permit fee and usage rates; see currently Utility Rate Ordinance.
 - iii. **Return of Equipment and Penalties:** The permittee shall return all necessary equipment issued under such special permit to the Town of Alpine at the completion of the permit or as requested by the Town of Alpine. Any permittee that fails to return such equipment, or returns such equipment in a damaged state, is guilty of a misdemeanor and, upon conviction, is subject to a civil penalty per the most recently adopted Utility Rate Ordinance, as well as any restitution to the Town for replacement of such equipment.
 - iv. **Exemption for Fire Department Operations:** Nothing in this section shall be deemed in any manner to prohibit, hinder, or require a permit of the Fire Department carrying out its firefighting duties.

- b) Authorization for Acceptance of Septage: The Town of Alpine may, at its sole discretion, authorize the acceptance of septage or other hauled wastewater at the Town's wastewater treatment facilities. Authorization shall be granted only as determined necessary and appropriate by the Town, and the Town reserves the right to deny acceptance at any time.
 - i. Disposal Fee Rates: When septage is accepted, the Town shall assess a disposal fee in accordance with the rates established by the most recently adopted Town of Alpine Utility Rate Ordinance.

Section XIII: Utility Billing and Collection Policy

- a) Responsibility for payment: The Town provides water and sewer services to properties and premises within the Town's service area. Responsibility for payment of connection fees, service fees, and special assessments applicable to the provision of those services shall rest, in each instance, with the owner of the property or premises, as recorded on the deed of trust, to which said service is provided. All such connection and capacity fees, service fees, and special assessments shall be billed to the property or premises owner. Where billing is sent to someone other than the owner (ie: Renter), the fact that such owner shall not have been directly advised of amounts owed shall not relieve said owner of the responsibility to pay such amounts when due.
- b) Utility Billing and Collection: Billing shall be in accordance with the rates set forth in the most recently adopted Town of Alpine Utility Rate Ordinance and shall be subject to the penalties below.
- c) Meter Reading: The Town shall read all water meters one time per month.
 - i. If the Town is unable to obtain a water meter reading, the customer's bill shall be calculated based on the average water usage for that service. An adjustment shall be made once an actual meter reading is obtained.
- d) Billing Policy: Except as provided otherwise, the owner of the property or premises shall reimburse the Town in arrears for any and all water and sewer services on a monthly basis. The billing due date shall be considered to be the 25th day of the month regardless of the actual mailing date of the bill. Fees for water and sewer service or special services shall be set by Utility Rate Ordinance. Any payment not received by the 25th day of the month during which the bill was sent to the customer shall incur a late fee set by Utility Rate Ordinance. All late fees shall be considered part of the payment for such service for the purposes of Section XIII (i) which allows termination of service when payment is past due for 60 days from the billing date.

- e) Late Policy: Any payment not received by the 25th shall be deemed late and subject to a late fee as set by Utility Rate Ordinance. All late fees shall be considered part of the service charges for purposes of Section XIII (i) which authorizes termination of service when an account remains unpaid for sixty (60) days past the due date.
- f) Ready-to-Serve Fee: Once a property is connected to Town water and/or sewer and a billing account has been established, monthly readiness-to-serve charges shall apply, regardless of usage.
- g) Corrections: Corrections in billing activities shall be made retroactively for not more than three (3) billing cycles in the billing period immediately following validation of the error, unless it is determined that the property owner and/or renter tampered with the meter or related appurtenances, in which case full back-billing may be imposed.
- h) Delinquent Accounts: When water or sewer service charges remain unpaid for sixty (60) days past the due date, the account shall be deemed delinquent. The Town may file a lien against the property or premises served in the amount of the delinquency. Any lien filed may be foreclosed in accordance with law. In any foreclosure or civil action brought to recover delinquent amounts, the Town shall be entitled to recover the outstanding balance together with all costs of collection, including reasonable attorney's fees.
- i) Discontinuance of Service:
 - i. Termination of service authorized: The Town has the right to disconnect and refuse to connect or reconnect any water or other utility service for any of the following reasons:
 1. Failure to meet applicable provisions of law;
 2. Violation of rules and regulations pertaining to utility services;
 3. Nonpayment of water or sewer bills when payments for such services remain past due for 60 days from the due date;
 4. Willful or negligent waste of services due to improper or imperfect pipes, fixtures, appliances or appurtenances or due to any other reason;
 5. Tampering with or failing to have in place or maintain any water meter, seal, sending unit, backflow prevention device or other equipment controlling, regulating or measuring the supply of any utility service up to and including freezing;
 6. Theft, diversion or use of utility services without payment;
 7. Failure to allow access to any water meter or related sending unit upon reasonable request; or
 8. Vacancy of premises.

- ii. Notice of termination required: Where any of the reasons set out in Section XIII (i) exist, water services provided by the Town may be terminated. Ten (10) days prior to such termination a pretermination notice shall be sent or delivered to the owner or other party designated for receipt of statements of account for that property or premises. Such pretermination notice shall indicate that services will not be restored until the account has been paid in full together with an additional fee set by the most currently adopted Utility Rate Ordinance to cover the cost of terminating and restoring the service. The Town shall not be held responsible for any damages, physical or otherwise, resulting in the termination of water and/or sewer service.
 - iii. Winter Months: From December 1 through April 1, the Town of Alpine shall not disconnect water service to a residence for delinquent payment of water or sewer fees. Commercial properties, however, may be disconnected for delinquency at any time during the year. The Town shall not be liable for any damage or loss resulting from disconnection.
- j) Voluntary Disconnection and Reconnection of Water Service: At the request of the property owner, the Town will shut off water service at the curb stop. A single shut-off/reconnect fee, as set forth in the current Utility Rate Ordinance, shall apply regardless of the length of disconnection. The property owner shall remain responsible for paying the base monthly water rate during the disconnection period, as well as all base rates and per-gallon charges accrued prior to the shutoff date. In addition to the shut-off/reconnect fee, the property owner shall be responsible for any actual labor, equipment, and material costs incurred by the Town in restoring service. Voluntary disconnects are provided solely at the property owner's request (e.g., system repairs, inspections, or extended vacancy) and do not apply to disconnections for nonpayment.
 - i. Liability Disclaimer: The Town of Alpine shall not be liable for any loss, injury, or impact resulting from voluntary disconnection of water service.
- k) Transfer of Service: When a property with existing water or sewer service is sold or otherwise transferred, the new property owner (transferee) shall complete a service transfer application, provide a copy of the recorded deed or other transfer instrument, and pay the applicable transfer fee as established in the most recently adopted Town of Alpine Utility Rate Ordinance. All outstanding charges must be paid in full prior to transfer of service. The Town of Alpine shall not prorate base rate fees.
- l) Returned Check Fee: A service fee shall be charged for all returned checks and shall be established in the most recently adopted Town of Alpine Administrative Fees Resolution

- m) **Renter Policy:** The Town of Alpine shall, at the written request of the property owner and consent of the renter, change the billing name and mailing address into a renter's name for billing purposes. The Town of Alpine shall assess a Renter Fee as established by the most recently adopted Town of Alpine Utility Rate Ordinance. However, the property owner remains liable for payment. The property owner shall be notified when an account becomes delinquent, in accordance with the billing policy, Section XIII.
- n) **Liens for Unpaid Charges:** All fees, charges, penalties, and costs established under this ordinance, including but not limited to water and sewer service charges, base rates, usage charges, late fees, disconnection or reconnection fees, transfer fees, and any costs of collection, shall constitute a debt due to the Town of Alpine. Any such unpaid amounts shall become a lien upon the property or premises served.
 - i. The Town may file a lien statement against the property or premises in the amount of the delinquency. Any lien filed may be foreclosed or otherwise enforced as provided by law. In any foreclosure or civil action brought to recover unpaid amounts, the Town shall be entitled to recover the delinquent balance together with all costs of collection, including reasonable attorney's fees.

Section XIV: Special Provisions

- a) **Authority to Adjust Fees:** The amount, type, and method of any fee adjustment shall be determined solely by the Town Clerk. If the property owner does not agree with the determination of the Clerk, they may petition Town Council.
- b) **Water rationing:** If, at any time for any reason, a scarcity of water occurs, the Mayor may impose such restrictions upon water consumption as it deems necessary to conserve the water supply of the Town. Such restrictions shall include but not be limited to water rationing or other conservation measures.
- c) **Usage Fees Paid by the Town of Alpine:** The Town of Alpine shall pay the same usage rate for water and sewer as other users within the municipal limits as identified under the most recently adopted Town of Alpine Utility Rate Ordinance including all public buildings and open space.
- d) **Unauthorized connections, uses, or tampering:** No person, association, firm or business shall make any unauthorized connection or adjust, turn on/off, terminate or otherwise tamper with the Town's water and sewer system.
 - i. **Water utility:**
 - 1. **Unauthorized activities:** Unauthorized activities include, but are not limited to: adjusting, turning on/off, terminating, or otherwise tampering with any fire hydrant, valve, curb stop, device

controlling the flow or delivery of water from the Town's waterlines, water meter, or sending unit without the Town's permission. Any person, firm, corporation, or other organization engaging in such activity is guilty of a misdemeanor and, upon conviction, shall be punished in accordance with Section XV, shall be responsible for all related costs of repair, and may be subject to termination of service under Section XIII (i). Nothing in this section shall limit the ability of a property owner to operate their own curb stop.

2. **Tampering with Meters and Plumbing:** No person, association, firm, or business shall tamper with any water meter or related sending unit installed by the Town, nor shall any person refuse access to a meter or related sending unit by authorized Town personnel. Meters and sending units shall remain accessible for service during reasonable hours.
3. **Prohibited Plumbing Alterations and Meter Bypass:** It shall also be a violation of this ordinance for any person to alter, modify, or install plumbing in a manner that allows water usage to bypass the meter or prevents accurate registration of consumption.
4. **Meter Tampering, Fees, and Penalties:** If the Town determines any meter or plumbing has been tampered with, or if access is denied, the billing rate for any month for which no reading is obtained shall include a Meter Tampering Fee. A property owner may appeal such billing adjustment to the Town Clerkin writing within ten (10) days of notice; failure to do so shall bar the appeal. Repeated tampering, meter bypassing, or continued denial of access may result in termination of water service under Section XIII (i). Any such conduct constitutes a misdemeanor, punishable in accordance with Section XV, together with liability for all related costs of repair.
5. **Water Theft:** It is unlawful for any person, association, firm, or business to take or use water from the Town of Alpine without authorization. Theft of water includes, but is not limited to, unauthorized connections, bypassing meters, or any other act resulting in unmeasured water use. Such theft shall result in the imposition of a civil penalty in accordance with the most recently

adopted Utility Rate Ordinance., in addition to any applicable misdemeanor penalties, repair costs, or termination of service.

ii. Sewer utility.

1. Unauthorized Access to Sewer System: Unauthorized activities include but are not limited to accessing, adjusting, or otherwise tampering with any manholes or cleanouts or other structures associated with the sewer collection system.
2. Violation of Discharge Limits: It shall be a violation of the Town of Alpine Master Sewer Ordinance for any person or property owner to discharge wastewater in excess of the limits established by the ordinance, the Town of Alpine Standards and Specifications, or any applicable state or federal regulations.
3. Penalties and Enforcement: Any person, association, firm or business found guilty of violating this section is guilty of a misdemeanor and, upon conviction, may result in the imposition of a civil penalty in accordance with the most recently adopted Utility Rate Ordinance. for each day the violation occurs, in addition to any applicable misdemeanor penalties, repair costs, or termination of service.

iii. Frozen services, laterals, and appurtenances: The property owner shall be responsible for performance of and payment for the work necessary to thaw all frozen water and sewer service laterals between the private connection and point of connection with the main. The Town shall be responsible for thawing all main lines.

iv. Damage from Freezing: Any water meter that is damaged due to freezing shall be repaired or replaced at the expense of the Town of Alpine, unless it is determined that the damage resulted from tampering or other improper action by the property owner, in which case all costs shall be the responsibility of the property owner.

v. Repairs Within Town Rights-of-Way and Easements: Any repairs within the Town right-of-way and easements shall comply in all respects with Town of Alpine Standards and Specifications, Construction Standards, and Building and Fire Codes.

- e) Defective Service Laterals, Curb Stops, Water Valves, or Cleanouts: Upon notification or discovery of any damaged, leaking, or defective service lateral, curb stop, water valve, or cleanout, responsibility for repairs shall be as follows:
 - i. Property Owner Responsibility – If the leak or defect is located on the property owner’s side of the curb stop valve (between the curb stop valve and the building served), the Town of Alpine shall notify the property owner. The property owner shall be required to repair the leak at their own expense.
 - ii. Town Responsibility – If the leak or defect is located between the curb stop valve and the main line, the Town of Alpine shall perform the repair at the Town’s expense.
 - iii. All repairs within the Town right-of-way and easements shall comply with the Town of Alpine’s Standards and Specifications, Construction Standards, and Building and Fire Codes.
- f) Testing of water meters: The Town of Alpine shall test a water meter upon request of a customer. If the meter is determined to be accurate, the customer shall be charged a testing fee at the rate established in the Utility Rate Ordinance. If the meter is determined to be faulty and recording incorrect readings, the testing fee shall be waived, the faulty meter shall be replaced by the Town at no cost to the customer, and the customer’s bill for the prior usage period shall be adjusted to reflect the minimum base rate only.
- g) Cost of Town-Supplied Parts and Materials: If a property owner, contractor, or other party requires parts, fittings, or supplies from the Town of Alpine in connection with a water or sewer connection and/or repair, the Town may furnish such items directly. The purchaser shall be charged the Town’s acquisition cost of the part or supply plus thirty percent (30%) to cover administrative, handling, and overhead expenses. Payment in full shall be required prior to release of the items.

Section XV: Violations and penalties:

- a) Any person, firm, corporation, or other entity who violates any provision of this ordinance, or who fails to comply with any lawful order or requirement of the Town of Alpine made pursuant to this ordinance, shall be guilty of a misdemeanor. Upon conviction, such person shall be subject to a civil penalty as established in the Utility Rate Ordinance, together with court costs and reasonable attorney’s fees.
- b) In addition to or in lieu of criminal prosecution, the Town of Alpine may enforce the provisions of this ordinance through civil action, including but not limited to the filing of liens against the property served, the recovery of damages, or the termination of utility services. Each day a violation continues shall constitute a separate and distinct offense.

Section XVI: Severability: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

Passed First Reading on the 4th day of November 2025.

VOTE: 4 YES, 0 NO, 0 ABSTAIN, 1 ABSENT
(Councilmember Burchard was absent)

Passed Second Reading on the 18th day of November 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed on Third and Final Reading 2nd day of December 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-012 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer



ORDINANCE NO. 2025-014

AN ORDINANCE OF THE TOWN OF ALPINE, WYOMING ESTABLISHING WATER AND WASTEWATER CAPACITY FEES FOR DEVELOPMENT WITHIN THE INCORPORATED BOUNDARIES OF THE TOWN OF ALPINE

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

Section I: Title. The Ordinance shall be known as the Water and Wastewater Capacity Fee Ordinance of the Town of Alpine, WY of Lincoln County.

Section II: Purpose and Intent. The purpose of this ordinance is to establish policies and regulations governing the implementation of water and wastewater capacity fees for areas served by the Town of Alpine.

Section III: Authority. This Ordinance is adopted pursuant to the general powers granted to municipalities under Wyoming Statutes §15-1-101 et. Seq.

Section IIII: Definitions. As used in this ordinance:

- (a) **Capacity Fee:** Means a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water or wastewater system capital facilities required to serve such development.
- (b) **Capital Facilities:** Means major facilities within the water and wastewater systems which provide benefit to all customers such as wells, water treatment plants, treated storage, wastewater treatment plants, major lift stations, major water transmission mains and wastewater collection mains.
- (c) **Level of Service (LOS):** Means a measure of the relationship between the service capacity and the service demand. The standard of water or wastewater system performance and capacity set by the Town to provide service.
- (d) **New Development:** Means construction, change of use, expansion, or other activity that creates new demand for water or wastewater service on a defined parcel of land.
- (e) **Equivalent Residential Unit (ERU):** Means a standard unit of measure which represents the average water demand or the average non-consumptive flow reaching the wastewater treatment plant. Fractional ERUs may be used to define demand and flow requirements for specific features of new development (e.g.

number of bedrooms, number of bathrooms, hose bibs, restaurant seating capacities, etc.)

- (f) **Service Area:** Means the municipal boundaries of the Town of Alpine and any area served by the Town of Alpine's capital facilities.
- (g) **Industry Accepted Methodologies for Capacity Fees:** Means Approaches used by municipal and utility professionals for the purpose of calculating capacity fees and are supported by the leading water and wastewater organizations such as the American Water Works Association and the Water Environment Federation, among others.
- (h) **Water Meter:** Means a device part of a service connection to a dwelling or building used solely for the purpose of measuring water use.
- (i) **Meter Capacity:** Means The maximum allowed safe operating capacity of a water meter- measured in gallons per minute.
- (j) **Meter Capacity Ratios.** Means a numerical value assigned to each meter representing the relative capacity of that meter to a ¾" meter. Used as a method to calculate capacity fees by meter size.

Section V: Applicability.

- (a) **Applicability to New Development:** This ordinance applies to all new development within the service area that meets any of the following requirements:
 - i. Construction of new building,
 - ii. Expansion of an existing building or dwelling requiring new water or wastewater service,
 - iii. Change in land use that increases water demands or wastewater demands.
- (b) **Exemptions:** The following are exempt from water and wastewater capacity fees:
 - i. Replacement of a building or dwelling with no change in water or wastewater demands,
 - ii. Remodel or repair not requiring increases in water or wastewater demands.

Section VI: Appeals.

- (a) **Appeals:** Applicant may appeal the calculation or application by filing an appeal with the Town within a specified time frame stated by the Town or contained in the Wyoming Administrative Procedures act if the Town has not adopted an office appeal process, W.S. §16-3-101 et. seq.

Section VII: Payment. Payment of capacity fees are due upon issuance of building permit.

Section VIII: Capacity Fee Schedule.

(a) Water Capacity Fee Schedule:

Water Capacity Fee			
Meter Size inches	Max Allowable Capacity, gpm	Meter Ratio	Calculated Fee
¾"	30	1.00	See Utility Rate Ordinance
1"	50	1.67	See Utility Rate Ordinance
1 ½"	100	3.33	See Utility Rate Ordinance
2"	160	5.33	See Utility Rate Ordinance
3"	320	10.67	See Utility Rate Ordinance
4"	500	16.67	See Utility Rate Ordinance
6"	1000	33.33	See Utility Rate Ordinance
8"	1600	53.33	See Utility Rate Ordinance
Meter sizes greater than 8" assessed on an individual basis			

- (b) **Wastewater Capacity Fee:** Per ERU. See Utility Rate Ordinance.

Section IX: Effective Date:

This Ordinance shall take effect and be in force upon passage, approval, and publication as required by law and shall apply to all development applications submitted on or after that date.

Passed First Reading on the 4th day of November 2025.VOTE: 4 YES, 0 NO, 0 ABSTAIN, 1 ABSENT*(Councilmember Burchard was absent)***Passed Second Reading on the 18th day of November 2025.**VOTE: YES, NO, ABSTAIN, ABSENT**Passed on Third and Final Reading 2nd day of December 2025.**VOTE: YES, NO, ABSTAIN, ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer**ATTESTATION OF THE TOWN CLERK**STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-014 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer

SUMMARY OF AMENDMENTS BETWEEN FIRST & SECOND READING

Ordinance 2025-013 — Utility Rate Ordinance

For Inclusion in the Town Council Packet

Several substantive changes were made to Ordinance 2025-013 between the **First Reading on November 4, 2025** and the **Second Reading on November 18, 2025**. The following summarizes all content-level revisions incorporated into the final draft.

1. Monthly Water Meter Base Rates Adjusted (Lowered)

All **Monthly Water Meter Base Rates** were updated and **reduced** from the amounts listed in the First Reading.
Rates were recalculated for all meter sizes and for both in-town and out-of-town customers.

2. Monthly Ready-to-Serve Fee Increased

The **Ready-to-Serve Fee** was adjusted upward in the Second Reading to:

- **In-Town:** \$35.65
- **Out-of-Town:** \$44.56

3. Monthly Water Usage Rate Adjusted

The per-1,000-gallon usage rate was modified as follows:

- **Residential, Commercial, and Industrial:**
Lowered from \$2.50 to \$2.30
- **Out-of-Town Usage Rate:**
Adjusted according to the out-of-town multiplier (125%), reflecting the new \$2.30 base.

4. Monthly Fire Suppression Readiness-to-Serve Fee Lowered

Fire suppression readiness fees were reduced in the Second Reading draft for applicable meter sizes.

5. Water Meter Replacement Fee Added

A new monthly fee was added:

- **Water Meter Replacement Fee: \$2.00 per month**

This fee did not appear in the First Reading and is a newly added line item intended to support long-term meter replacement planning.

6. Monthly Sewer Base Rate Structure Updated

The sewer rate calculation method was revised:

- **First Reading:** Sewer base rate was tied to meter size.
- **Second Reading:** Sewer base rate is now calculated **per Equivalent Residential Unit (ERU)**.

This represents a structural change in how sewer billing is determined.

7. Reimbursement Language Relocated and Formalized

The reimbursement requirement (cost + 30%) was moved out of the Miscellaneous Fee Schedule and placed into its own dedicated Reimbursement section.

This clarifies that property owners must reimburse the Town when the Town performs work or provides parts outside the Town's responsibilities.

8. Civil Penalties Moved and Clarified

Civil penalties were removed from the Miscellaneous Fee Schedule and formalized as a stand-alone section.

The section now specifies:

- Civil penalties apply when referenced in the Utility Procedure Ordinance
 - Penalties may not exceed \$750 per day per violation
 - Each day a violation continues may count as a separate offense
-



ORDINANCE NO. 2025-013

AN ORDINANCE ESTABLISHING UTILITY RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES WITHIN THE TOWN OF ALPINE, WYOMING; PROVIDING DEFINITIONS; ADOPTING A UTILITY RATE SCHEDULE; AND REPEALING ALL PRIOR RATE ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

Section I. Title

This ordinance shall be known and may be cited as the **“Town of Alpine Utility Rate Ordinance.”**

Section II. Ordinances Repealed

Ordinance No. 2022-14 (Utility Billing), along with any other ordinances or resolutions establishing water or sewer rates, fees, or charges that are inconsistent with this ordinance, is hereby repealed.

Section III. Effective Date

This ordinance shall be effective on the date of passage. All billing for rates specified herein shall begin on the first billing period after passage and approval of this Ordinance.

Section IV. Definitions

For purposes of this ordinance, the following definitions apply:

- (a) **“Base Rate”** – Means the fixed monthly fee charged to each active water or sewer account to cover system infrastructure, administration, and availability of service, regardless of actual usage.
- (b) **“Per Gallon Charge”** – Means the volumetric fee billed to each water/sewer customer, based on actual metered consumption in gallons.
- (c) **“Readiness-to-Serve Fee”** – Means a monthly fee charged to properties or vacant lots that are connected to, or have service availability from, the Town system but are not actively consuming.
- (d) **“Connection Fee”** – Means a one-time fee assessed for the labor, inspection, and materials required to establish a new service connection.

- (e) **“Capacity Fee”** – Means a one-time fee to recover proportional costs of system capacity required to serve a new or expanded connection, based on Equivalent Residential Units (ERUs).
- (f) **“Equivalent Residential Unit (ERU)”** – Means a standardized measure of demand, equal to 25 fixture units under the International Building Code.
- (g) **“Fixture Unit”** – Means a standardized measure of water demand assigned to specific plumbing fixtures or groups of fixtures as set forth in the most recent International Building Code.
- (h) **“Bulk Water Rate”** – Means the charge for water dispensed directly through fire hydrants or approved bulk fill stations by permit.
- (i) **“Renter Fee”** – Means a monthly charge assessed when billing responsibility is transferred from the property owner to a renter.
- (j) **“Outside Municipal Limits Rate”** – Means any customer receiving service outside the Town boundaries shall be billed at a percentage above the in-Town rate as provided in the Utility Rate Schedule. Water rates shall be assessed at one hundred twenty-five percent (125%) of the standard rate, and sewer rates shall be assessed at one hundred fifty percent (150%) of the standard rate, as outlined below.

Section V. Water Rates and Fees

Water-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, meter replacement fees, and out-of-town multipliers** shall be as set forth below:

WATER RATES AND FEES:

MONTHLY WATER METER BASE RATE

Meter Size	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
3/4"	\$35.65	\$35.65	\$35.65	\$44.56	\$44.56	\$44.56
1"	\$59.42	\$59.42	\$59.42	\$74.27	\$74.27	\$74.27
1.5"	\$118.83	\$118.83	\$118.83	\$148.54	\$148.54	\$148.54
2"	\$190.13	\$190.13	\$190.13	\$237.67	\$237.67	\$237.67
3"	\$380.27	\$380.27	\$380.27	\$475.33	\$475.33	\$475.33
4"	\$594.17	\$594.17	\$594.17	\$742.71	\$742.71	\$742.71

6"	\$1,188.33	\$1,188.33	\$1,188.33	\$1,485.42	\$1,485.42	\$1,485.42
8"	\$1,901.33	\$1,901.33	\$1,901.33	\$2,376.67	\$2,376.67	\$2,376.67

MONTHLY READY TO SERVE FEE

In Town	\$35.65
Out of Town	\$44.56

MONTHLY WATER USAGE

\$\$ per 1,000 gallons	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
	\$2.30	\$2.30	\$2.30	\$2.88	\$2.88	\$2.88

MONTHLY FIRE SUPPRESSION READINESS-TO-SERVE

Size	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
3/4"	\$35.65	\$35.65	\$35.65	\$44.56	\$44.56	\$44.56
1"	\$59.42	\$59.42	\$59.42	\$74.27	\$74.27	\$74.27
1.5"	\$118.83	\$118.83	\$118.83	\$148.54	\$148.54	\$148.54
2"	\$190.13	\$190.13	\$190.13	\$237.67	\$237.67	\$237.67
3"	\$380.27	\$380.27	\$380.27	\$475.33	\$475.33	\$475.33
4"	\$594.17	\$594.17	\$594.17	\$742.71	\$742.71	\$742.71
6"	\$1,188.33	\$1,188.33	\$1,188.33	\$1,485.42	\$1,485.42	\$1,485.42
8"	\$1,901.33	\$1,901.33	\$1,901.33	\$2,376.67	\$2,376.67	\$2,376.67

WATER CONNECTIONS

Size	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
3/4"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
1"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00

1.5"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
2"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
3"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
4"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
6"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
8"	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00

WATER CAPACITY FEES

Meter Size	Residential	Commercial	Industrial
3/4"	\$7,925.00	\$7,925.00	\$7,925.00
1"	\$13,235.00	\$13,235.00	\$13,235.00
1.5"	\$26,390.00	\$26,390.00	\$26,390.00
2"	\$42,240.00	\$42,240.00	\$42,240.00
3"	\$84,560.00	\$84,560.00	\$84,560.00
4"	\$132,110.00	\$132,110.00	\$132,110.00
6"	\$264,140.00	\$264,140.00	\$264,140.00
8"	\$422,640.00	\$422,640.00	\$422,640.00

WATER METER REPLACEMENT FEE

\$2.00 per month

Section VI. Sewer Rates and Fees

Sewer-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, capacity fees, ERU-based fees, and out-of-town multipliers** shall be as set forth below:

SEWER RATES AND FEES:**MONTHLY SEWER BASE RATE**

	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
PER ERU (Min. 1 ERU)	\$67.50	\$67.50	\$67.50	\$101.25	\$101.25	\$101.25

MONTHLY SEWER USAGE (FROM WATER USAGE)

	Residential	Commercial	Industrial
\$ per 1,000 gallons	\$0.00	\$0.00	\$0.00

SEWER CONNECTION FEE

	Residential	Commercial	Industrial
PER ERU (Min. 1 ERU)	\$1,000.00	\$1,000.00	\$1,000.00

Section VII. Miscellaneous Utility Fees

Other charges, including but not limited to **bulk water rates, renter fees, returned check fees, voluntary shutoff/reconnection fees, meter tampering fees, and other administrative charges** shall be as set forth below:

MISC. FEES SCHEDULE:

Fee Type	Unit	Rate
Renter Fee	per occurrence	\$50.00
Returned Check Fee	per occurrence	\$50.00
Connection License Extension Fee	per occurrence	\$100.00
Shut Off/Reconnect Fee	per occurrence	\$60.00
Termination Fee	per occurrence	\$120.00
Late Fees	per occurrence	10% of bill

Unauthorized Connection Fee	per occurrence	\$750.000
Transfer of Service	per occurrence	\$300.00
Civil Penalty	per day	\$750.00
Prohibited Discharge Fee	per occurrence	\$750.00
Water Meter Testing Fee	per occurrence	\$65.00
Bulk Water Permit Fee	per occurrence	\$100 Permit Fee and \$4 per Galloon
Irrigation Well Permit Fee (Annual)	per occurrence	\$100.00 for first year
Irrigation Well Permit Fee (Renewal)	per occurrence	\$50.00 years following
Meter Tampering Fee	per occurrence	\$750.00

Section VIII. Reimbursement

Whenever the Town of Alpine incurs costs for work performed or parts supplied in connection with water or sewer facilities located on private property, or in any situation where such work is not the Town’s responsibility, the property owner or applicant shall be liable to the Town for reimbursement in an amount equal to the actual costs incurred plus an additional thirty percent (30%).

Section IX. Authority to Amend

The Town Council may update or amend by ordinance.

The Council may also adopt administrative resolutions to adjust specific rates (e.g., bulk water, renter fees, readiness-to-serve) so long as the adjustments are consistent with the framework of this ordinance.

Section X. Civil Penalties

- a) A civil penalty is hereby established for violations of utility procedures, requirements, or regulations as referenced in the most recently adopted Utility Procedure Ordinance or any other applicable Town ordinance.

- b) Unless otherwise specified by ordinance, the civil penalty authorized under this ordinance shall be seven hundred fifty dollars (\$750.00) per day for each day the violation continues.
- c) Each day a violation continues shall constitute a separate and distinct violation for purposes of assessing civil penalties under this ordinance.
- d) Civil penalties established under this ordinance are in addition to any applicable misdemeanor penalties, repair costs, service termination, or other enforcement actions authorized by the Town of Alpine.

Section XI. Collection, Liens, and Enforcement

- (a) All bills are due by the **25th of each month.**
- (b) Late payment, lien, and enforcement provisions remain as previously established in Town of Alpine Billing Procedure Ordinance and shall apply to all rates adopted under this Ordinance.
- (c) Accounts delinquent 60 days or more may be shut off and are subject to lien on the property served.
- (d) The Town shall recover attorney's fees and costs for collection actions.

Section XII. Severability

If any portion of this ordinance is held invalid, the remaining provisions shall remain in full force and effect.

Section XIII. Adoption

This ordinance passed and approved on the following dates:

Passed First Reading on the 4th day of November 2025.

VOTE: 3 YES, 1 NO, 0 ABSTAIN, 1 ABSENT
(Councilmember Scaffide voted no; Councilmember Burchard was absent)

Passed Second Reading on the 18th day of November 2025.

VOTE: YES, NO, ABSTAIN, ABSENT

Passed on Third and Final Reading 2nd day of December 2025.

VOTE: YES, NO, ABSTAIN, ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-013 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer



**TOWN OF ALPINE, WYOMING
ORDINANCE NO. 2025-016**

**AN ORDINANCE REGULATING THE OPERATION OF OFF-ROAD VEHICLES
WITHIN THE TOWN LIMITS OF ALPINE, WYOMING:**

SECTION 1. PURPOSE

The purpose of this ordinance is to promote the safe and responsible operation of Off-Road Recreational Vehicles (ORVs) within the Town of Alpine, while protecting public safety, maintaining roadway integrity, and ensuring compliance with Wyoming State Statutes.

SECTION 2. DEFINITIONS

- a) **“Off-Road Recreational Vehicle (ORV)”** — as defined in Wyoming Statute § 31-1-101(k), means:
 - i. **Type 1:** Any recreational vehicle primarily designed for off-road use with an unladen weight of 1,100 pounds or less;
 - ii. **Type 2:** Any unlicensed motorcycle with an unladen weight of 600 pounds or less, designed for off-road use with the operator astride upon a seat or saddle and traveling on two tires;
 - iii. **Type 3:** Any multi-wheeled motorized vehicle not required by law to be licensed and designed for cross-country travel on or over land, sand, snow, ice, or other natural terrain, with an unladen weight exceeding 900 pounds.
- b) **“Operator”** — every person who operates or has actual physical control of an ORV.
- c) **“Roads and/or Travel Routes”** — streets or roads designated by the Town of Alpine, Lincoln County, or other land-managing agencies as ORV travel routes enrolled in the State of Wyoming Trails Program.

SECTION 3. OPERATION OF OFF-ROAD VEHICLES ON TOWN STREETS

Off-Road Vehicles may be operated on designated streets, roads, and/or travel routes of the Town of Alpine, pursuant to Wyoming Statute § 31-5-1601 and subject to the following requirements:

- a) **Registration.** ORVs displaying a current State of Wyoming ORV registration decal (§ 31-2-703 (a); § 31-2-702; § 31-5-1601) may be operated only upon streets or roads designated as Wyoming ORV travel routes by the agency having jurisdiction.
- b) **Driver’s License.** The operator must possess a valid driver’s license with any required endorsement (§ 31-5-124(a)(i)(C); § 31-2-201(h); § 31-7-109(f)). Operators and riders are strongly encouraged to wear helmets (§ 31-5-124(a)(i)(B)).

- c) **Insurance.** No person shall operate, nor shall an owner knowingly permit operation of, an ORV within the Town of Alpine unless it is properly insured in accordance with W.S. § 31-9-101 et seq.
- d) **Designated Streets.** The Town Council may, by resolution, designate certain streets, avenues, or alleys within the Town where ORV travel is permitted. Such designations shall be posted at Town Hall, published on the Town's website, and may be noticed in a newspaper of general circulation. It shall not be a violation to cross such designated streets perpendicularly.
- e) **Parks and Public Property.** ORVs are prohibited in municipal parks, playgrounds, and recreation areas unless posted as open to ORVs.
- f) **Formation.** Operators shall not ride abreast of another vehicle and must travel single-file.
- g) **Noise and Nuisance.** All ORVs must have a functioning muffler and exhaust system in good repair and shall not produce excessive noise or emissions, consistent with the Town's Noise Ordinance.

SECTION 4. INSPECTION AND ENFORCEMENT

- a) The Lincoln County Sheriff's Office, Wyoming Highway Patrol, or other law enforcement officers authorized by the Town may, upon reasonable cause, stop and inspect any ORV believed to be unsafe, improperly equipped, or not in compliance with this chapter.
- b) No person shall operate an ORV after receiving notice of defects or unsafe conditions, except to return the vehicle to a residence, place of business, or repair facility.
- c) Violations of this ordinance may result in fines, impoundment, or both. Fines shall be established by resolution of the Town Council.

SECTION 5. DESIGNATION OF ROUTES

The Town Council shall maintain and make publicly available a list and/or map of designated ORV routes within Town limits. Routes may be added, modified, or removed by resolution as conditions warrant.

SECTION 6. SEVERABILITY

If any section, subsection, or provision of this ordinance is declared invalid, the remainder shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE

This ordinance shall take effect upon passage, approval, and publication according to law.

Passed First Reading on the 18th day of November 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed Second Reading on the 2nd day of December 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed on Third and Final Reading 23rd day of December 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-016 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer



**TOWN OF ALPINE, WYOMING
RESOLUTION 2025-049
A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR A CONCERT
DEPOSIT FOR THE TOWN OF ALPINE'S 250TH CELEBRATION**

WHEREAS, the Town of Alpine will commemorate its 250th Celebration on July 4th, 2026;
and

WHEREAS, the Town Council recognizes the importance of hosting community events that
promote tourism, community pride, and local economic development; and

WHEREAS, the Town of Alpine is seeking funding from the Alpine Travel and Tourism Board
to assist with the costs associated with the planned concert for the 250th Celebration; and

WHEREAS, the Town Council desires to authorize payment of the concert deposit contingent
upon award of funding by the Alpine Travel and Tourism Board at their meeting scheduled for
November 19, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Alpine,
Wyoming, hereby authorizes payment to The Neal Agency in the amount of Twenty-Five
Thousand Dollars (\$25,000.00), contingent upon the commitment of grant funding from the
Alpine Travel & Tourism Board in the same amount. Upon confirmation of said grant
commitment, the Town Clerk/Treasurer is authorized to process payment accordingly.

PASSED, APPROVED AND ADOPTED this 18th day of November 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

SIGNED:

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Town Clerk/Treasurer



TextMyGov

TextMyGov

P.O. Box 3784

Logan, Utah 84323

435-787-7222

Partnership Agreement

Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, ***97% of smartphone owners text regularly.***

The technology analysts at Compuware reported ***that 80 to 90% of all downloaded apps are only used once and then eventually deleted*** by users.



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Getting Started

- After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Break Down

Section 9, Itemh.

This quote represents a subscription to TextMyGov with an annual recurring charge for a period of Three-Years. The agreement is set to automatically renew on the date of this agreement, after the initial term. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
Town of Alpine
250 River Circle, Alpine, WY 83128, USA
Monica Chenault clerk@alpinewy.gov

Prepared by:
Dan Dustin
Operations Manager
P.O. Box 3784
Logan, UT 84323
Created: 11.12.25

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • TMG DATABASE • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 150,000 Text Messages per year	\$2,600	Annual
Total (Ongoing):	\$2,600	Annual

Notes:

1. This is a Three-Year. Prior to the expiration of the initial Three-Year, either party may terminate this Agreement by providing the other party with a sixty (60) days written notice prior to the agreement signature date. Should Customer terminate the agreement the remaining balance will immediately become due. This agreement shall automatically renew for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.
2. Customer will be invoiced on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Terms are net 30 days from the date of the invoice.
3. Customer is required to put Text My Gov widget on the Agency's Web Home page. See below for details on the widget clause
4. This agreement and pricing were provided at the customer's request and are good for 30 days from
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/ *Our marketing team invests significant time and effort into creating a personalized media kit for your Agency, designed to enhance your Agencies presence and reach. As part of our agreement, we request that you post the material provided on your social media channels to maximize its effectiveness and ensure the best possible outcomes for the service. Marketing flyers, and materials produced by the company will reflect the colors, fonts, and logos of Text My Gov.	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual
Database - Database of your local residence to improve citizen engagement. - Database might have been quoted in the original quote. See your package breakdown for details.	Price is based on population. See Account Executive for details.	

Agreement Confirmation

Section 9, Itemh.

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days.

Invoices will be sent from an iWorQ email address)

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9)

Agreement Signature

Name:

Title:

Date:

Signature:

Widget Contact

Name:

Title:

Email:

Phone:

*This person is responsible for placing the TextMyGov widget (see options- [TextMyGov/Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.)

Twilio Authorized Contacts

Employee Name (1):
Email:
Phone Number:
Job Position:
Business Title:
Employee Name (2):
Email:
Phone Number:
Job Position:
Business Title:

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.

***Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. ***



Mountain States Capital

Section 9, Item.

PO Box 1134
Torrington, WY 82240
(307) 575-4717
admin@mountainstatesnowcats.com

Estimate

ADDRESS	SHIP TO	SHIP DATE	12/01/2025	ESTIMATE	1007
Town of Alpine	Town of Alpine			DATE	10/28/2025
121 US Hwy 89	121 US Hwy 89				
Alpine, WY 83128	Alpine, WY 83128				

DESCRIPTION	QTY	RATE	AMOUNT
Seasonal Snowcat Lease Favero Lorenzo SR3X	1	34,900.00	34,900.00
Delivery and Pick Up of Snowcat	1	5,000.00	5,000.00
SUBTOTAL			39,900.00
TAX			0.00
TOTAL			\$39,900.00

Accepted By

Accepted Date

EQUIPMENT LEASE

This Equipment Lease (this "Lease") is made effective as of December 1, 2025, between Mountain States Capital (the "Lessor"), PO Box 1134, Torrington, Wyoming 82240, and Town of Alpine (the "Lessee"), 121 US Hwy 89, Alpine, Wyoming, 83128, and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall lease a Favero Lorenzo SR3X Snowcat.

PAYMENT TERMS. Equipment will be rented for the season price of \$34,900.00. This price is based upon 480 hours. Additional hours will be billed on the final invoice at \$93.19/hour. An additional charge of \$5,000.00 will be applied for delivery and pick-up of the machine. A down payment of \$5,000.00 will be due within 10 days of the execution of this lease or it will be terminated. The total remaining cost of \$34,900.00 will be divided up into four equal payments of \$8,725.00. Payments shall be due on the first of each month, with the first payment due on December 1, 2025, and continue the first of each month thereafter until paid in full. The lease payments shall be due whether the Lessee has received notice of a payment due.

SERVICE CHARGE. If any Lease installment is not paid within 20 day(s) after the due date, the Lessee shall pay to the Lessor a service charge of 15%

LEASE TERM. This Lease shall begin on December 1, 2025 and shall terminate on March 31, 2026, unless otherwise terminated or extended in a manner consistent with the terms of this Lease.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

MAINTENANCE AND REPAIR. The Lessee shall maintain, at Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items. Lessee will do routine maintenance and repair including oil changes and general maintenance.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessor will pick up the machine at the above agreed amount price.

OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the parties may agree at the time of such renewal.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

WARRANTY. The Lessor warrants that the above property is in good working condition and is covered under an in-house warranty.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor will require the Lessee to repair the equipment to a state of good working order or replace the equipment with like equipment in good repair, using a certified mechanic approved by the Lessor. The equipment will be considered in good working order and or repair by the certified mechanic.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least \$100,000.00, and insure the equipment listed on the Equipment schedule for a Replacement value of no less than \$145,000.00, further, lessee shall maintain a conditional sales endorsement on said insurance policy in favor of Lessor, as interest may appear. In the event Lessee shall fail to pay such insurance, the

Lessor may pay said insurance, and any premium so paid shall be added to and considered as part of above payment due to Lessor. Certificate of insurance shall be provided to Lessor.

CASUALTY INSURANCE. The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due.
- B. The violation of any other provision or requirement that is not corrected within 10 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

NOTICE. All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Wyoming.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

SIGNATORIES. This Lease shall be signed on behalf of Mountain States Capital by Mindy Straley, and representative of the Town of Alpine and shall be effective as of the date first above written.

LESSOR:

By: _____
Mindy Straley
Owner

LESSEE:

By: _____
Town of Alpine



**TOWN OF ALPINE, WYOMING
RESOLUTION 2025-048
A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE SSFA
PROJECT EXPENSES ACCOUNT TO THE FY 2026 CAPITAL PROJECTS ACCOUNT
FOR THE PURCHASE OF A REPLACEMENT SNOW BLOWER BY THE PUBLIC
WORKS DEPARTMENT**

WHEREAS, the Town of Alpine Public Works Director has identified the need to purchase a replacement snow blower that is essential for maintaining safe and efficient snow removal operations within the Town; and

WHEREAS, this purchase was not included in the FY 2026 adopted budget; and

WHEREAS, sufficient funds are available in the SSFA Project Expenses account (GL #10-90-545); and

WHEREAS, it is the desire of the Town Council to transfer funds in the amount of Twelve Thousand Dollars (\$12,000.00) to the FY 2026 Capital Projects account (GL #10-90-546) to accommodate this necessary purchase;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ALPINE, WYOMING, THAT:

1. The Town of Alpine hereby authorizes the transfer of \$12,000.00 from GL #10-90-545 (SSFA Project Expenses) to GL #10-90-546 (FY 2026 Capital Projects).
2. The funds transferred shall be used solely for the purchase of a replacement snow blower for the Public Works Department.
3. The Town Clerk/Treasurer is hereby authorized to make the necessary accounting entries to complete this transfer.

PASSED, APPROVED AND ADOPTED this 18th day of November 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

SIGNED:

Eric Green, Mayor of Alpine



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ATTEST:

Monica L. Chenault, Town Clerk/Treasurer