

## TOWN COUNCIL MEETING AGENDA

June 17, 2025, at 6:00 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 <a href="mailto:clerk@alpinewy.gov">clerk@alpinewy.gov</a> with any questions or comments.

- 1. CALL TO ORDER Mayor Green
- 2. EXECUTIVE SESSION
- 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: June 3, 2025 Town Council Meeting Minutes
- b. Planning & Zoning Commission Minutes: May 13, 2025, Planning and Zoning Commission Meeting Minutes.
- <u>c.</u> Bills to Pay: May 20th, 2025 June 11, 2025.
- d. AMI Radio Read Project Change Order No. 2

#### 7. REPORTS

- a. Mayor's Report Eric Green
- b. Events Committee Report Andrea Burchard
- <u>c.</u> Engineering Report Jorgensen Engineering
- d. Planning & Zoning Report Melisa Wilson
- e. Economic Development Report Jeremiah Larsen

- f. Utility Easement Update Jeremiah Larsen
- g. Alpine Travel & Tourism Board Report Jeremiah Larsen
- <u>h.</u> Lincoln County Sheriff's Report Submitted in writing

#### 8. PUBLIC COMMENT ON AGENDA ITEMS

Public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity to comment on items listed on the agenda. 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.

#### 9. ACTION ITEMS

a. Resolution No. 2025-021 - A Resolution Declaring A Vacancy On The Town Council:

Seeking a motion to approve Resolution No. 2025-021 - A Resolution Declaring A Vacancy On The Town Council.

<u>b.</u> Memorandum of Understanding between Lincoln County Police Officers Association, The Town of Alpine, Lincoln County Sheriff, and Bank of Star Valley:

Seeking a motion to approve Memorandum of Understanding between Lincoln County Police Officers Association, The Town of Alpine, Lincoln County Sheriff, and Bank of Star Valley, and authorize Mayor Green to sign.

c. Alpine Meadows Traffic Calming Devices Application:

Seeking a motion to approve Alpine Meadows Traffic Calming Devices Application for Alpine Meadows for speed bumps 3, 5, and 6.

d. Alpine Education Foundation Lease Agreement:

Seeking a motion to allow the Town of Alpine to enter into a lease agreement with the Alpine Education Foundation, Inc., and authorize Mayor Green to sign.

e. Ordinance No. 2025-009 - Amended Budget for FY 2025 - 3rd Reading:

Seeking a motion to approve 3rd Reading of Ordinance No. 2025-009 - Amended Budget for FY 2025.

f. Ordinance No. 2025-010 - Budget for FY 2026 - 3rd Reading:

Seeking a motion to approve 3rd Reading of Ordinance No. 2025-010 - Budget for FY 2026.

g. Resolution No. 2025-020 - Mill Levy FY 2026:

Seeking a motion to approve Resolution No. 2025-020 - Mill Levy FY 2026.

h. Resolution No. 2025-023 - Authorizing The Town Of Alpine To Apply For An Infrastructure Investment And Jobs Act (IIJA) Grant:

Seeking a motion to approve Resolution No. 2025-023 - Authorizing The Town Of Alpine To Apply For An Infrastructure Investment And Jobs Act (IIJA) Grant, and authorize Mayor Green to sign.

#### i. CitizenServe Contract:

Seeking a motion to approve CitizenServe Contract, and authorize Mayor Green to sign.

j. Resolution No. 2025-022 - A Resolution Adopting The Updated Employee Policy & Procedure Manual:

Seeking a motion to approve Resolution No. 2025-022 - A Resolution Adopting The Updated Employee Policy & Procedure Manual.

<u>k.</u> Service Missionary Volunteer Memorandum of Understanding:

Seeking a motion to approve Service Missionary Volunteer Memorandum of Understanding, and authorize Mayor Green to sign.

1. Ordinance No. 2025-011 - Land Use and Development Code - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-011 - Land Use and Development Code.

m. Jorgensen Engineering - Recommendation:

Seeking a motion to approve Jorgensen Engineering's recommendation to enter into a contract with Snake River MEP to finish the wastewater pretreatment plant's electrical/plumping/pipe-fitting and control integration systems.

#### 10. GENERAL PUBLIC COMMENT

General 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 not listed on the agenda. 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

June 03, 2025, at 7:00 PM / 250 River Circle - Alpine, WY 83128

#### CALL TO ORDER

Mayor Green called the Town Council 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 Burchard, and Councilmember Scaffide. A quorum was established. Also in attendance was Clerk Monica Chenault and Town Attorney James Sanderson. Councilmember Emily Scaffide joined via conference call later in the meeting at approximately 7:07 PM.

#### ADOPT THE AGENDA

Councilmember Larsen made a motion to adopt the agenda. Councilmember Burchard seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, and Councilmember Scaffide. Motion carried. Councilmember Scaffide was still absent at this time.

**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. Approval of Town Council Minutes:** May 20<sup>th</sup>, 2025, Town Council Meeting Minutes: Councilmember Larsen made a motion to approve the listed Town Council meeting minutes. Councilmember Burchard seconded. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, and Councilmember Scaffide. Motion carried.

#### **REPORTS**

#### **Mayor's Report:**

Mayor Green stated that he did not have any specific items to report but noted there is a lot currently happening in the Town. He expressed appreciation for the attendance of the Town's new Building Official, Dee Rammell, who brought a representative from the State to discuss electrical inspections. This topic will be addressed further during the work session item later in the meeting. He then invited Clerk Chenault to proceed with her report.

June 3<sup>rd</sup>, 2025, Town of Alpine Town Council Meeting Minutes

#### Clerk/Treasurer Report:

Town Clerk Monica Chenault reported that the primary item on her schedule is the budget. She noted that, following four budget meetings, the Council would be adopting the second reading of the Fiscal Year 2026 Budget and the amended FY2025 Budget during the current meeting. The third and final reading is scheduled for June 17, 2025. Clerk Chenault encouraged anyone with concerns to contact their Council members or the Mayor and stated that she is also available to answer specific questions.

Mayor Green added that the lease agreement for the charter school will also be on the June 17 agenda, with final details currently being finalized prior to Council review.

#### **Public Works Director Report:**

Public Works Director Craig Leseberg provided an update on current projects. He reported that the Town's Water Master Plan, which has been in progress for approximately a year and a half, is nearing completion. The first draft is currently under review at the Cheyenne office. Mayor Green and Mr. Leseberg expect to receive it by Friday for their own review. A public meeting to present the findings and proposed improvements will be scheduled in July as a separate event, not during a Council meeting.

Mr. Leseberg also gave an update on the Radio Read Water Meter Project. Of the 440 meters to be installed, 60 have been completed as of the prior day. The team began installations on Monday and is progressing ahead of schedule, with a goal of completing the project by July 1, well before the August 1 deadline. He noted the transition is going more smoothly than expected, with 32 meters swapped out on the first day alone, exceeding the goal of 20 per day.

Installations are occurring Monday through Thursday, following routine checks, with Fridays reserved for regular maintenance tasks such as mowing and weed trimming.

He also mentioned that Core Main is expected to begin their portion of the project soon, although they are currently facing issues with plumber availability. Additionally, Alpine Excavation's Nate Dorian had 11 vaults delivered earlier that day, which will require water shut-offs during installation. Mr. Leseberg emphasized the team's commitment to minimizing disruptions and reassured residents that any unexpected water shut-offs would be handled quickly.

Residents were encouraged to call Craig directly or contact him through the Town's main line and website if they experience issues such as lack of water service. He emphasized his availability and encouraged leaving a voicemail if he does not answer immediately.

#### **Code Enforcement Officer Report:**

This was submitted in writing and provided in the packet. The report will be included as Attachment A in these meeting minutes.

#### **PUBLIC COMMENT ON AGENDA ITEMS**

No comment was made.

#### WORK SESSION ITEMS

#### **Electrical Inspections Discussion**

Building Official Dee J. Rammell introduced Dan Tobin, the Electrical Inspector for Lincoln County, to participate in a discussion on current electrical inspection protocols and considerations for strengthening inspection requirements within the Town of Alpine. Acting Planning and Zoning Administrator Gina Corson also participated in the discussion.

Councilmember Scaffide initiated the conversation, expressing concern that many homes in Alpine and the surrounding area appear to be skipping electrical inspections—whether intentionally or due to gaps in oversight. She emphasized the need to uphold the Town's responsibility to health, safety, and welfare, noting that requiring electrical inspections for all new construction would protect both homeowners and the Town's integrity during the permitting and Certificate of Occupancy processes.

Mr. Rammell clarified that while he conducts building plan reviews for structures, mechanical, plumbing, and fuel gas systems, electrical and life safety inspections fall under the jurisdiction of the State Fire Marshal's Office. He explained that every electrical job requires a wire-pulling permit, but further clarified by deferring to Mr. Tobin.

Mr. Tobin explained that under Wyoming State Statute, a permit is only required if the project involves connection to electrical power (e.g., new service or service upgrades). He stated that while electrical inspections are available through the state, they are not mandatory unless the applicant requests a "guaranteed inspection," which includes a rough-in and final inspection. The guaranteed inspection currently costs \$125. Repeat visits are covered unless reinspection abuse occurs, in which case a fee may be charged.

He noted that other municipalities like Lander and Casper have adopted guaranteed inspection policies or enforced home rule authority for greater oversight. Mr. Tobin explained that "home rule" allows a municipality to conduct its own electrical inspections using qualified staff, provided they receive authorization from the State. The Town of Lander adopted such a policy after several serious electrical safety issues, including electrocution incidents that did not result in fatalities but highlighted the dangers of insufficient inspection.

Concerns were raised about homeowners being permitted to self-wire, resulting in homes with ungrounded systems and wiring that does not meet code—often without insurance companies being aware of the risks. Mr. Tobin recounted inspections of homes with hazardous or non-code-compliant wiring, including one instance where speaker wire was used to wire a residence.

Gina Corson noted that the State does not conduct plan reviews for one- and two-family dwellings, only inspections, and that the Town currently requires commercial properties to obtain inspections. She recommended that the Town implement a mandatory guaranteed electrical

inspection policy for all permitted work, and her staff report outlining this recommendation will be attached to the minutes.

#### Her recommendations included:

- Requiring applicants to obtain electrical and fire safety permits and inspections through the Wyoming Department of Fire Prevention and Electrical Safety;
- Mandating payment of the additional \$75 for the guaranteed inspection;
- Requiring submission of permit and inspection documentation to the Town prior to the issuance of a Certificate of Occupancy or Certificate of Completion.

Mr. Rammell and Mr. Tobin both supported the recommendation. Mr. Tobin proposed that, if adopted, Alpine could follow a model similar to Lander's, where he would be available in Town one day per week to perform inspections on a consistent basis. Despite staffing challenges, he affirmed that the State is willing to work with the Town to ensure this policy could be effectively implemented.

The Council discussed whether to implement this change via a standalone ordinance or through an amendment to the Land Use and Development Code (LUDC). Clerk Monica Chenault suggested a standalone ordinance may allow the Town to act more quickly. Council and staff agreed that this issue warrants prompt action.

Mr. Tobin confirmed the State is currently seeking additional inspectors and noted that applicants must be at least a licensed journeyman electrician, able to pass their master certification and obtain the appropriate state credentials within six months of hiring.

Senator Dan Dockstader, who was present in the audience, was invited to comment. He stated that no legislation currently exists at the state level to mandate inspections for all municipalities, due to concerns about expanding state staffing. However, he expressed willingness to draft language to strengthen home rule authority if the Town desired support at the legislative level.

The Council expressed interest in exploring immediate policy adoption while also reviewing longer-term LUDC amendments. No action was taken, as this was a work session discussion item. Gina Corson's staff report will be included as Attachment B in these meeting minutes.

#### **Housing for Sheriff Deputy Discussion**

Mayor Green provided an update on the Town's efforts to assist with housing for a Lincoln County sheriff's deputy. He reported that after further evaluation, the originally considered parcel in Riverview Meadows is not a viable option due to existing infrastructure on the site—specifically, a lift station and sewer lines—that prevent construction, even of a small home.

As an alternative, the Town owns a 1.5-acre parcel in the Foxtail Subdivision near the Red Barn, which may be a more suitable location. Mayor Green suggested this property could potentially accommodate a duplex for the Sheriff's Office or, if additional partners are involved, up to four duplex units to house up to eight families.

While the concept is in the very early stages, the Mayor noted initial outreach to key partners, including the Sheriff's Office, which has a supporting foundation that may fund construction of the deputy's residence. Other potential partners could include the school district, WYDOT, or similar agencies that also face employee housing challenges.

The Mayor proposed that modular duplex units, built off-site and installed on a permanent foundation, could offer a more affordable and efficient solution—costing approximately \$250 per square foot, compared to traditional construction costs of \$450 per square foot. These units would be required to meet all Alpine building codes and undergo the same inspections as sitebuilt homes.

Mayor Green also expressed a desire for the Town of Alpine not to act as landlord, suggesting that a management arrangement would need to be worked out if the project moves forward.

He welcomed feedback from the Council. Councilmembers expressed general support and interest in further exploring the idea. The Mayor will continue outreach to potential partners and provide additional updates as the concept develops.

#### **ACTION ITEMS**

Consideration to authorize Mayor Green to negotiate a lease agreement with Melvin Brewing Company for the installation of signage on Town-owned property, with the final agreement to be presented to the Town Council for approval

Councilmember Larsen made a motion to authorize Mayor Green to negotiate a lease agreement with Melvin Brewing Company for the installation of signage on Town-owned property, with the final agreement to be presented to the Town Council for approval. Councilmember Castillo seconded. Motion carried.

Colby Cox, CEO of Pure Madness Brewery Group (which includes Melvin Brewing and Roadhouse Brewing Company), addressed the Council to discuss a proposal for signage intended to reduce traffic confusion and improve wayfinding to the Melvin Brewing facility. Mr. Cox explained that past signage efforts had caused concern, notably when a previous sign proposal was presented without prior Council input. In contrast, the current request seeks to follow the appropriate process with Council awareness and participation.

Mr. Cox outlined the need for a prominent sign to be placed near Highway 89, accompanied by smaller directional signs throughout the area to guide both commercial and consumer traffic to the brewery via the appropriate routes. He noted that Melvin has received numerous complaints about customers and delivery drivers becoming lost or directed into residential areas, such as Riverview Meadows, due to unclear directions and Google Maps errors. The proposed signage would help prevent commercial vehicles from mistakenly entering neighborhoods and improve overall traffic safety.

Multiple potential sign locations were reviewed, with Colby Cox and Town staff identifying feasible Town-owned parcels, including a parcel near Circle Drive, as suitable for the main signage. Other directional signage may be placed at strategic intersections, including near the library and future ball fields or charter school area. The proposed signs would be owned, installed, powered, and maintained by Melvin Brewing, at their expense. Mr. Cox stated the sign would be lit and designed to meet Town aesthetic preferences, and he expressed openness to collaborating on a style consistent with other signage that may be used for future community branding.

Craig Leseberg, Public Works Director, confirmed that the proposed locations are not used as snow storage areas, so signage would not be obstructed during winter, provided signs are installed at an adequate height.

Members of the Council discussed the broader vision of creating a uniform signage system that could also support future development in that area and considered signage flexibility to accommodate future tenants or businesses. Councilmember discussion also touched on potential confusion if signs were placed too far from directional decision points and the importance of visibility and snow clearance.

Discussion included the process of sign approval. Because of the size and lighting, the signs will likely require a special use permit and Planning and Zoning Commission review. Council members encouraged submission of a sign application alongside lease negotiations to streamline the process.

The Council and Mr. Cox briefly discussed a fair lease rate for the Town-owned property. Mr. Cox expressed openness to a commercially reasonable rate, emphasizing the benefit of the signage not just for Melvin Brewing but for neighborhood safety and wayfinding.

Mayor Green confirmed that if authorized, he would negotiate the lease and return to the Council for final approval. Any Councilmember with specific concerns or suggestions regarding the lease terms was encouraged to share those directly with the Mayor during the negotiation process. It was noted that authorizing the Mayor to negotiate allows for efficiency and a single point of contact while ensuring the final agreement remains subject to Council approval.

# Colby Cox's presentation and materials will be included as Attachment C in these meeting minutes.

Authorization to allow Mayor Green to negotiate a lease agreement with Melvin Brewing Company for the installation of signage on Town-owned property, with the final agreement to be presented to the Town Council for approval, passed. Voting Yea: Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, Councilmember Scaffide, and Councilmember Castillo.

Ordinance No. 2025-008 - Speed Limit Ordinance - 3rd Reading

Councilmember Larsen made a motion to approve Ordinance No. 2025-008 – Speed Limit Ordinance on 3<sup>rd</sup> reading. Councilmember Burchard seconded. Motion carried.

Mayor Green asked the Clerk whether any changes had been made to the ordinance since the second reading. Clerk Monica Chenault confirmed there were no changes. Public Works Director Craig Leseberg also confirmed that no residents had contacted the Town requesting different speed limits in front of their homes.

During the public comment period, Megan Ramsey of 339 East Mill Street expressed concerns about traffic and speed on East Mill. She noted increased industrial truck traffic associated with nearby construction and suggested a reduction of the speed limit on that street by at least five miles per hour. Ms. Ramsey also inquired about the sale of a nearby parcel of land for \$9,000 and whether that would become a future throughway, potentially increasing traffic further.

Craig Leseberg confirmed that the area in question is a Town utility easement, not a future roadway. He clarified that it contains a Town water line and there are no plans for a road to be constructed through that area.

Council briefly discussed East Mill Street and the impact of traffic there. Councilmember Castillo noted that while some speeding occurs, it is a town-wide issue and reducing the speed limit further may not resolve it. She added that 20 miles per hour has long been the standard for that area, with signage already in place. It was also noted that the ordinance will provide the Town with enforceable authority regarding speed limits, which has previously been limited.

There being no further discussion, the Council proceeded to a vote.

Ordinance No. 2025-008 – Speed Limit Ordinance passed and approved on the 3<sup>rd</sup> reading. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, Councilmember Scaffide, and Councilmember Castillo.

## Ordinance No. 2025-009 - Amended Budget for FY 2025 - 2<sup>nd</sup> Reading:

Councilmember Larsen made a motion to approve the 2<sup>nd</sup> Reading of Ordinance No. 2025-009 – Amended Budget for FY 2025. Councilmember Burchard seconded. Motion carried.

Mayor Green asked Clerk Monica Chenault to provide a summary of any changes made to the budget since the first reading. Ms. Chenault noted that while no major changes were made, several adjustments and corrections occurred following recommendations from the Council during the prior budget meetings. Specifically, she corrected an error in the wage allocation formulas that had resulted in miscalculations in the General Fund, Water Fund, and Wastewater Fund. These adjustments caused some increases across those funds. She also reminded the Council that the FY2025 budget is still subject to change as the Town has not yet balanced May financials, and June is currently projected based on historical data.

Councilmember Castillo inquired about a prior discussion concerning the Mayor's salary and benefits, asking for clarification on whether a resolution or ordinance was required to authorize

the Mayor's inclusion in the Town's group health insurance plan. Mr. Sanderson referenced a legal memo from himself, which explained that although no ordinance or resolution had previously been passed, the insurance policy constitutes a private contract between the Town and the insurer. According to guidance from the Wyoming Association of Municipalities (WAM), this arrangement is not uncommon, and the Mayor may be treated as an employee for the purposes of health insurance.

Councilmember Castillo expressed concern that the health insurance benefit equals approximately 90% of the Mayor's salary, a proportion far above the typical 20–25% found in other compensation structures. She emphasized her support for a more balanced and transparent budget and stated she would vote "nay" on the second reading, not out of personal opposition, but due to broader concerns with the overall FY2026 projections and a desire to examine all line items carefully.

In response, Councilmember Burchard noted that the Mayor's salary is well below market value and is capped by state statute, and that the health insurance benefit helps offset that imbalance. She expressed support for the current arrangement given the significant amount of work the Mayor performs and the statutory constraints on salary.

Councilmember Scaffide also stated her intent to vote "nay," noting that she had not participated in the FY2025 budget planning process, as she was newly elected at the time.

Both councilmembers emphasized their commitment to fiscal responsibility and expressed appreciation for staff's efforts to gather legal guidance and refine the budget. They reiterated the importance of transparency and proactive planning in future budget cycles.

Ordinance No. 2025-009 – Amended Budget for FY 2025 was approved on 2<sup>nd</sup> Reading. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard. Voting Nay: Councilmember Scaffide and Councilmember Castillo.

## Ordinance No. 2025-010 - Budget for FY 2026 - 2<sup>nd</sup> Reading:

Councilmember Larsen made a motion to approve the 2<sup>nd</sup> reading of Ordinance No. 2025-010 – Budget for FY 2026. Councilmember Burchard seconded. Motion carried

Councilmembers discussed the second reading of the FY 2026 budget. Councilmember Scaffide expressed concern about the inclusion of placeholder utility rate increases—25% for sewer and 15% for water—and stated she was not comfortable supporting the budget with those assumptions. Clerk Monica Chenault explained the increases are not final and can be amended once the utility billing ordinance is formally introduced.

Councilmember Castillo also voiced concerns and emphasized the need for a transparent public process before rate changes are approved. She suggested holding a future workshop focused on utility fund solutions and recommended inviting external advisors such as MAPS and Jorgensen Associates.

Clerk Chenault confirmed the FY 2026 budget will be amended in the future, and the utility ordinance is expected to be introduced before the end of the month. Councilmembers agreed that future planning and earlier engagement will improve the budget process.

Ordinance No. 2025-010 – Budget for FY 2026 was approved on 2<sup>nd</sup> Reading. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard. Voting Nay: Councilmember Scaffide, and Councilmember Castillo. Motion carried.

#### Resolution No. 2025-019 - A Resolution Repealing Resolution No 2025-001:

Councilmember Larsen moved to approve Resolution No. 2025-019 - A Resolution Repealing Resolution No 2025-001. Councilmember Burchard seconded. Motion carried.

Mayor Green introduced the resolution, explaining that Alpine Airpark previously offered a \$100,000 gift to support the Town's master plan development, which had influenced the Town's consultant selection. However, the funds were never received. Ongoing communications revealed that the gift had become tied to the Town granting an aviation easement—raising concerns about conditions being retroactively attached to the donation.

Town Attorney Jim Sanderson provided a legal overview, noting that municipalities may accept gifts only with clear terms. If conditions are applied post-offer, it may violate statutory authority or raise ethical concerns.

Matt Perkins, representing the Airpark, spoke about their intent to collaborate with the Town and emphasized their support for the school and master plan. He acknowledged concerns related to aviation safety near the proposed temporary school site and confirmed their willingness to continue discussions, including a possible aviation easement. He clarified that the Airpark still intends to contribute financially to the Town, even if this resolution is repealed.

Council discussion highlighted the need for clearer communication, legal compliance, and fiscal transparency. Monica Chenault confirmed the \$100,000 line item had been removed from the FY 2025 budget accordingly.

Resolution No. 2025-019 - A Resolution Repealing Resolution No 2025-001 was passed and approved. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard. Voting Nay: Councilmember Scaffide and Councilmember Castillo. Motion carried

# Resolution No. 2025-017 - Authorizing Staff To Apply For A Minor Subdivision Replat And Lot Line Adjustment On Behalf Of The Town Of Alpine And Waiving All Associated Fees:

Councilmember Larsen made a motion to approve Resolution No. 2025-017 - Authorizing Staff To Apply For A Minor Subdivision Replat And Lot Line Adjustment On Behalf Of The Town Of Alpine And Waiving All Associated Fees. to award the proposal for painting/staining the Alpine Civic Center. Councilmember Burchard seconded. Motion carried.

Mayor Green introduced the resolution, explaining that a replat and lot line adjustment are necessary to create a defined 3.5-acre parcel of Town-owned land for the temporary charter school location. The proposed area is situated south of the ballfield and horseshoe pits and extends to Buffalo Drive to allow traffic flow options.

The resolution also waives all associated Town fees for the application process; however, the school will be responsible for surveyor costs and related expenses. The Town has been working with surveyor Sherbel to preliminarily define the site.

Staff clarified that the subdivision process includes multiple public hearings, notifications to adjacent property owners, and Planning and Zoning review. The replat process may take up to six months. Councilmembers discussed future land use needs, including space for daycare and potential CDC expansion.

Resolution No. 2025-017 - Authorizing Staff To Apply For A Minor Subdivision Replat And Lot Line Adjustment On Behalf Of The Town Of Alpine And Waiving All Associated Fees was passed and approved. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard. Voting Nay: Councilmember Scaffide and Councilmember Castillo. Motion carried

#### **GENERAL PUBLIC COMMENT:**

Dan Schou, Planning and Zoning Commission member, expressed support for the proposed subdivision and suggested that the Town consider subdividing the yellow area into three lots, as well as dividing the 4.8-acre area into lots during the same process with Surveyor Scherbel. He noted that doing so could provide greater flexibility for future use if the school site does not proceed as planned.

Megan Rumsey, Alpine resident, raised concerns about the transparency of the budget process and questioned whether Town officials receive insurance benefits through the Town. She expressed frustration with the tone and content of recent discussions, particularly surrounding the use of terms such as "bribe" and the handling of sensitive topics in public meetings. Rumsey also criticized the perceived lack of public input and disclosure regarding the choice of Academica over APA as the charter management organization, referencing previously submitted proposals and questioning the decision-making process. She urged for greater transparency, fairness, and thoughtful planning in relation to the proposed charter school and Town expenditures.

Matt Perkins, representing the Alpine Airpark, invited the Town Council and community to a public barbecue event at the airport over the Fourth of July weekend. He noted the event will feature food from Buffalo Bill's, static displays, and music. Perkins mentioned there will be coupons to ensure tourists don't consume all the meals, and asked if the Town could help distribute the coupons and share the event on the Town's Facebook page. Mayor Green agreed. Perkins also reiterated the Airpark's commitment to collaborating with the Town, highlighting their investments in the community and their intent to proactively address concerns regarding the proposed aviation easement.

Councilmember Scaffide clarified that her "nay" vote on the replating stems from frustration with the process, not opposition to the project itself. She expressed concern about the lack of opportunity for council workshops or collaborative discussions prior to being presented with finalized proposals. While she appreciates being able to review materials before meetings, she feels the council is often left out of the formative stages and would prefer a more inclusive process. She emphasized that her intentions are rooted in doing what's best for the Town.

Jennifer Krause, a resident outside the Town of Alpine, commented that during a prior meeting she heard a motion was passed authorizing the Mayor to reach out to Lincoln County regarding the Town's interest in taking over County Roads 100 and 101. She inquired where she could find more information and specifically what the Town's interest was in taking over Highway 100. Mayor Green clarified that Lincoln County initially approached the Town to ask if it would be interested in taking over County Road 101, citing the distance and resources required to maintain it. The County offered to provide a piece of equipment to the Town to assist with plowing and maintenance. Mayor Green noted that the County is not pressuring the Town and stated that in his opinion, both roads should be within the Town limits. He explained that while annexing the roads themselves is under consideration, adjacent property owners would not be required to annex. However, it was also noted that legally, annexing a road can make adjacent properties eligible for annexation by future councils, though this current council has no interest in pursuing forced annexation.

Richard Jenkins stated that he owns property on County Road 100 and does not intend to ever be annexed into the Town of Alpine. He expressed concern about Lincoln County shirking its responsibilities, particularly with road maintenance. He mentioned that the County no longer helps maintain McCoy Forest Road, where 1.1 miles are now privately maintained by residents. Mr. Jenkins encouraged the Town not to take over County Road 100, emphasizing that the County should fulfill its obligations and work with the Forest Service as needed.

#### **EXECUTIVE SESSION:**

Councilmember Larsen made a motion to enter Executive Session at 9:25 PM, which was seconded by Councilmember Burchard. The Council entered Executive Session, during which no action was taken. Councilmember Larsen then made a motion to exit Executive Session and return to the regular meeting at 10:28 PM, Mayor Green, Councilmember Larsen, Councilmember Burchard, Councilmember Scaffide, and Councilmember Castillo.

#### **ADJOURNMENT**

Councilmember Larsen made a motion to adjourn. Councilmember Burchard seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, Councilmember Scaffide, and Councilmember Castillo. Motion carried. Meeting adjourned at 10:28 PM.

#### MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:	
Sarah Greenwald, Town Assistant Clerk	6/12/2025 Date
Attest:  Monica L. Chenault, Town Clerk	U 12 2025 Date
Minutes approved in a legally advertised meeting on June 17 <sup>th</sup> ,	
Signed:	Attest:
Eric Green, Mayor	Monica L. Chenault, Town Clerk

#### Attachment A - 06/03/2025 Meeting Minutes



# Town of Alpine Code Enforcement Officer Report 4/30/25 to 5/30/25

Meeting Date:

June 3, 2025

Submitted By:

Tara Bender, Code Enforcement Officer

Prepared On:

May 30, 2025

Citations/Warnings	0 Citations 0 Warnings
Stop Work Orders Issued	2
Total Responses/Investigations	29

Abandoned Vehicle/Boat/Trailer	3	Animal - Dog/Vicious/At Large	3
Business License Compliance	9	Illegal Dumping	3
LUDC Violation	8	Maintenance of Premises	2
Stop Work Order Compliance Check	1		

Tara Bender Code Enforcement Officer 250 River Circle P.O. Box 3070 Alpine, Wyoming 83128 Cell: (307) 226-5430

E-mail: municipal@alpinewy.gov



#### CITY COUNCIL STAFF REPORT

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

FROM: Gina Corson, Acting Planning & Zoning Administrator

**DATE:** 05/29/2025

SUBJECT: Electrical and Fire Safety Inspection Process – Background and Options

**MEETING DATE:** 06/03/2025

#### **PURPOSE**

To provide background information and preliminary options regarding concerns raised about the consistency and quality of electrical and fire safety inspections currently conducted by the State Inspector.

#### **BACKGROUND**

Concerns have recently been brought to staff's attention regarding the effectiveness and consistency of inspections carried out by the State Office of Fire and Electrical Safety. Specifically, the question has been raised whether the current process provides adequate assurance that structures within the Town meet safety and code requirements, especially in light of growing development activity.

#### **DISCUSSION**

Two potential options are being considered to improve inspection outcomes:

#### 1. Increased State Fee for Guaranteed Inspection

- The State has indicated that applicants may request a guaranteed inspection for an additional \$75 per application.
- This option would maintain the use of the State's current process but offer more certainty for applicants in terms of inspection scheduling and completion.

#### 2. Independent Local Inspections



- The Town may consider requiring **third-party inspections** by qualified, independent inspectors.
- Staff is currently in the process of confirming whether the Town must formally request authority under Wyoming Statute §35-9-121 to take this approach.
- Additional considerations include:
  - Inspector certification and eligibility
  - o Contractual arrangements for inspection services
  - Administrative processes to implement and oversee inspections

#### **NEXT STEPS**

- Staff will continue discussions with the State Office of Fire and Electrical Safety to clarify authority and procedural requirements.
- A follow-up report or recommendation will be provided based on this clarification.

#### **BENEFITS**

- Streamlined permit and license processing
- Centralized data management
- Increased transparency and accountability
- Enhanced citizen engagement and self-service options
- Reduction in paper usage and administrative overhead
- Scalable platform that can grow with the Town's needs

#### STAFF RECOMMENDATION

It is my recommendation that the Town continue to require applicants to apply for and obtain their electrical and fire safety permits and inspections through the Wyoming Department of Fire Prevention and Electrical Safety.

However, to improve reliability and accountability, it is also recommended that the Town require applicants to pay the additional \$75 fee for a Guaranteed Inspection through the State.



Additionally, the Town should implement a policy requiring that **permit and inspection** documentation be submitted to the Town prior to the issuance of a Certificate of Occupancy or Certificate of Completion. This will ensure proper recordkeeping and confirm compliance before final project approval.

#### **ATTACHMENTS:**

- 1. Wyoming §35-9-120
- 2. Wyoming §35-9-121
- 3. Wyoming §35-9
- 4. Wyoming §35-9-123
- 5. Wyoming §16-6-502
- 6. Rules of the Wyoming Department of Fire Prevention and Electrical Safety
- 7. Wyoming Department of Fire Prevention and Electrical Safety Guaranteed Inspection Fee Schedule

Attachment C - 06/03/2025 Meeting Minutes





MELVIN BREWING COMPANY SIGN PROPOSAL FOR: ALPINE TOWN COUNCIL

# **PURPOSE STATEMENT**

To ensure clear and effective traffic flow, this guidance is intended to:

#### 1. Enhance Public Safety and Reduce Residential Traffic Impact

Directional signage will help patrons navigate efficiently to Melvin Brewing Company, significantly reducing unintended traffic through adjacent residential neighborhoods.

#### 2. Streamline Commercial Traffic and Protect Neighborhood Streets

Signage will direct delivery drivers and logistics partners to use designated commercial routes, minimizing the presence of semi-trucks and trailers in residential areas.

#### 3. Support Local Economic Development and Tourism

By increasing visibility and accessibility to Melvin Brewing Company, signage will contribute to broader tourism in Alpine. Visitors drawn to the brewery are likely to spend additional dollars at other local businesses, thereby stimulating economic growth in the community beyond the brewpub itself.



# Sign Locations 1, 2 and 3



2 DIRECTIONAL SIGNS (1) NEAR THE SPEED LIMIT SIGN AND (2) AFTER THE TURN IS MADE



LARGER MARKETING SIGN BY THE HIGHWAY TO WELCOME PEOPLE IN



# Directional Sign Design



Directional sign with illumination

1- Larger directional internal LED illumination. Double sided with 10° depth aluminum return. All lettering will be halo lit from behind wi the exception of the BREWING. This portion will be front lit, reverse cut with white acrylic facing. The 2 piece cabinet will be mounted to a 4"x 4" steel frame installed 2" in the ground with top and side mounting bolts

1- Smaller directional internal LED illumination. Double sided 8" depth . 34" top logo section. 60" ht. same basic specs for frame mounting. Note: directional arrows can be mounted any direction with whatever copy you want. Reverse side of signs may say "Visit us Again Soon" as an option.



Marketing Sign Design





FOR ADDITIONAL CONSIDERATION: A Town of Alpine Directional Sign to direct traffic to current and future local businesses







#### PLANNING & ZONING MEETING MINUTES

May 13, 2025 at 7:00 PM Meeting Type – Regular Meeting

1. CALL TO ORDER: Miss Melissa Wilson calls the meeting to order at 7:01 PM

#### 2. ROLL CALL & ESTABLISH QUORUM:

**PRESENT** 

Planning & Zoning Commission Member Dan Schou

Planning & Zoning Vice Chairman Rachael Stewart

Planning & Zoning Chairman Melisa Wilson

#### 3. TONIGHT'S APPOINTMENTS/ NEW BUSINESS:

 a. FRITZ, JUSTIN AND LARISSA: Lot # 18, Forest Meadows, 520 Three Rivers Dr. (MC-0425-003) – Shed roof

A 500 square foot lean-to shed roof addition on the back of the home. Setback requirements have been met; set properly within the building envelope. No electricity or plumbing will be installed.

Motion made by Planning & Zoning Commission Member Schou to approve the site plan for MC-0425-003, seconded by Planning & Zoning Vice Chairman Stewart. Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

 EPLIN, CHERI: Lot #220, Lakeview Estates A, 672 Sunset Dr (R1-0425-0001) – New single-family residence

The septic system needs to be engineered and provide us with a drafted, to-scale site plan with the engineered system located on that site plan.

Motion made by Planning & Zoning Commission Member Schou to table R1-0425-0001 until our building official has reviewed the plan, the septic system has been engineered, and a to-scale updated site plan is provided. Seconded by Planning & Zoning Vice Chairman Stewart.

Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

 LYTLE, CURTIS AND BRANDY: Lot #40, Riverview Meadows, 341 Snake River Dr.(R1-0525-001) – New single-family residence

The site plan looks good and meets all the requirements.

Motion made by Planning & Zoning Commission Member Schou to approve the site plan for R1-0525-001, seconded by Planning & Zoning Vice Chairman Stewart. Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

 d. ALPINE ON, LLC (ALPINE VALLEY RV RESORT): Lot #37 Snake River Junction (C-0525-0002) – Commercial Building

The site plan looks good and meets all the requirements.

Motion made by Planning & Zoning Commission Member Schou to approve site plan for C-0525-0002, seconded by Planning & Zoning Vice Chairman Stewart.

Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

e. KURT LINFORD DDS: Lot #302 Riverview Meadows – Encroachment Application for parking lot

Planning and Zoning Commission recommends that Mr. Linford get a surveyor to get his property lines identified and staked, have one-call to locate other utilities, and get either the Special Use Permit or Encroachment Permit completed. Once that is done, he will need to come back to a Planning and Zoning Meeting so they can review it and make a formal recommendation to the Town Council. It will then proceed to the Town Council.

Mr. Linford asked if it can stay the way it is until the proper forms/permits have been filed and approved. The Commission stated that it would be fine.

Motion made by Planning & Zoning Commission Member Schou to table a decision on Mr. Linford's Driveway/Encroachment until he has fulfilled the recommendations. Seconded by Planning & Zoning Vice Chairman Stewart.

Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

#### 4. PLANNING AND ZONING DISCUSSION ITEMS:

BENNETT, BRETT AND META: Lot #27 Greys River Village #2, 368 Wooden Spur Dr. – Existing non-conforming, renovation, addition, & accessory structure

Mr. Bennett is here for clarification of his proposed garage addition and remodel

Mr. Bennett has proposed constructing a stand-alone garage on a property with an existing non-conforming home and converting the attached garage into a livable interior space. He has asked for clarification on several items that were discussed with the Planning & Zoning Commission:

- 1. Floor Area Determination for Accessory Structures
- a. Mr. Schou stated his understanding that the floor area should be determined based on habitable space. A garage is not considered habitable space and therefore does not count toward floor area calculations. The other members of the Commission expressed uncertainty and agreed that this interpretation raises a valid point. There was a consensus that the current

definition of floor area in the LUDC lacks clarity on this matter and should be further reviewed and clearly defined during the next round of updates to the Land Use and Development Code.

- All members agreed that porch areas are not included in floor area calculations, as they are not enclosed habitable space.
- Connecting Structures & Impact on Non-Conforming Status a.
- Mr. Schou suggested that connecting the new garage to the existing structure (e.g., with a breezeway) might be beneficial.
- However, Mr. Bennett raised a valid point: if the structures are connected, the entire addition would fall under the 20% maximum expansion allowance for non-conforming structures
- Given the small size of the existing structure, this would limit the allowable square C. footage for the new garage.
- Permit Requirements
- If the garage remains detached, two separate permits will be required: a.
- One for the new accessory structure (garage) i.
- One for the remodel of the existing home (conversion of garage to interior space) ii.
- If Mr. Bennett chooses to connect the garage via a breezeway, a third permit is not required. The breezeway should be included in either the permit for the home remodel or the accessory garage structure.

# **APPROVAL OF MINUTES:**

a. P&Z Meeting Minutes for April 8th, 2025

Motion made by Planning & Zoning Commission Member Schou to approve the minutes for April 8, 2025, seconded by Planning & Zoning Vice Chairman Stewart. Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

# 6. TOWN COUNCIL ASSIGNMENT:

Rachael Stewart will attend the next Town Council meeting on May 20, 2025.

#### 7. ADJOURN MEETING:

Motion made by Planning & Zoning Commission Member Schou to adjourn at 8:30 pm
seconded by Planning & Zoning Vice Chairman Stewart
Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice
Chairman Stewart, Planning & Zoning Chairman Wilson

Melinani	6-10-25
Melisa Wilson, Chairman	Date

Attest:

Section 6, Itemb.

Section 6, Itemb.

Gina Corson, Acting Planning & Zoning Administrator

6/14/2025

Date

Prepared and Transcribed By:

Gina Colson, Acting Planning & Zoning Administrator

6/10/2025

Date

\*\* Minutes are a summary of the meeting \*\*

Section 6, Itemb.

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Check Register - Town of Alpine Check Issue Dates: 5/20/2025 - 6/11/2025 Page: 1 Jun 11, 2025 01:30PM

Report Criteria:

Report type: Summary
Check.Type = {<>} "Adjustment"

L Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/22/2025	20318	2480	Valley Wide Cooperative, Inc	10-20100	1,919.91
05/25	05/22/2025	20321	3960	Exposure Signs	10-20100	29,669.50
05/25	05/22/2025	20322	3960	Exposure Signs	10-20100	.00
05/25	05/22/2025	20323	2480	Valley Wide Cooperative, Inc	10-20100	.00
05/25	05/22/2025	20323	3670	Teton Technology	51-20100	3,102.14
06/25	06/06/2025	20331	3110	Ellie Mae Millenkamp	01-20100	2,250.00
06/25	06/09/2025	20332	1560	Lower Valley Energy	10-20100	4,599.12
06/25	06/02/2025	20333	1560	Lower Valley Energy	10-20100	327.38
06/25	06/11/2025	20333	170	Acme Music	10-20100	1,100.00
06/25	06/02/2025	20334	1560	Lower Valley Energy	10-20100	18.77
06/25	06/11/2025	20334	400	ASCAP	10-20100	455.41
06/25	06/02/2025	20335	1560	Lower Valley Energy	52-20100	18.00
06/25		20335	3110	Carson Hasher	10-20100	600.00
06/25		20336	1560	Lower Valley Energy	51-20100	1,333.34
06/25		20336	620	Caselle	52-20100	5,472.00
06/25		20337	1560	Lower Valley Energy	10-20100	78.10
06/25		20337	3050	Cash	10-20100	300.00
06/25		20338	1560	Lower Valley Energy	10-20100	65.93
06/25		20338	650	CNA Surety	10-20100	210.00
06/25		20339	1560	Lower Valley Energy	52-20100	4,861.60
06/25		20339	3360	Cobblestone Hotel & Suites - Alpine	10-20100	2,850.00
06/25		20339	1560	Lower Valley Energy	52-20100	2,000.00
06/25		20340	3920	Cushing Terrell	10-20100	32,275.00
06/25			1560	<u> </u>	10-20100	18.00
		20341		Lower Valley Energy		169.33
06/25		20341	810	Dex Imaging	10-20100	
06/25		20342	1560	Lower Valley Energy	52-20100	47.18
06/25		20342	2890	High Country Linen	52-20100	564.56
06/25		20343	1560	Lower Valley Energy	52-20100	45.81
06/25		20343	1530	Lincoln County Water Quality Lab	51-20100	81.00
06/25		20344	1560	Lower Valley Energy	10-20100	23.81
06/25		20344	3110	Refunds	10-20100	2,500.00
06/25		20345	1560	Lower Valley Energy	52-20100	127.22
06/25		20345	4010	Star Valley Trout Unlimited	10-20100	4,178.95
06/25	06/02/2025	20346	1560	Lower Valley Energy	52-20100	101.02
06/25	06/11/2025	20346	3990	Tara Bender	10-20100	30.69
06/25	06/02/2025	20347	1560	Lower Valley Energy	52-20100	193.53
06/25	06/11/2025	20347	2260	Tormack Custom Screen Printing, Inc	10-20100	957.00
06/25	06/02/2025	20348	1560	Lower Valley Energy	51-20100	105.05
06/25	06/11/2025	20348	2530	W.A.R.M. Property Insurance Pool	10-20100	342.64
06/25	06/02/2025	20349	1560	Lower Valley Energy	51-20100	19.84
06/25	06/11/2025	20349	2570	Western Records Destruction, Inc.	10-20100	395.00
06/25	06/02/2025	20350	1560	Lower Valley Energy	51-20100	23.22
06/25	06/11/2025	20350	3950	Williams, Porter, Day & Neville, P.C.	10-20100	1,453.50
06/25	06/02/2025	20351	1560	Lower Valley Energy	52-20100	18.06
06/25	06/11/2025	20351	250	Alpine Ace Hardware	10-20100	1,425.16
06/25	06/02/2025	20352	1560	Lower Valley Energy	52-20100	44.98
06/25		20352	340	Altitude Air, LLC	10-20100	150.00
06/25		20353	1560	Lower Valley Energy	10-20100	80.56
06/25		20353	3600	Black Top Pros	10-20100	14,658.00
06/25		20354	1560	Lower Valley Energy	51-20100	63.07
06/25		20354		Control Engineers, PA	52-20100	1,017.50
06/25		20355	1560	Lower Valley Energy	51-20100	412.26
06/25		20355		Core & Main	51-20100	96,122.39

M = Manual Check, V = Void Check

Check Register - Town of Alpine Check Issue Dates: 5/20/2025 - 6/11/2025 Page: 2 Jun 11, 2025 01:30PM

_	Amount	Check GL Account	Payee	Vendor Number	Check Number	Check Issue Date	GL Period
М	26.84	52-20100	Lower Valley Energy	1560	20356	06/02/2025	06/25
	37,093.71	52-20100	Cummins Rocky Mountain	720	20356	06/11/2025	06/25
М	26.95	10-20100	Lower Valley Energy	1560	20357	06/02/2025	06/25
	7,423.00	52-20100	Dry Creek Enterprises, Inc	860	20357	06/11/2025	06/25
М	30.39	10-20100	Lower Valley Energy	1560	20358	06/02/2025	06/25
	2,187.00	51-20100	Energy Laboratories, Inc	870	20358	06/11/2025	06/25
	1,126.98	52-20100	Environmental Resource Associates ERA	4040	20359	06/11/2025	06/25
	2,185.14	52-20100	H.D. Fowler Company	1120	20360	06/11/2025	06/25
	117.30	10-20100	IDAWY Waste District	1240	20361	06/11/2025	06/25
	527.41	52-20100	Jenkins Building Supply	1310	20362	06/11/2025	06/25
	400.00	51-20100	Midwest Assistance Program, Inc.	4000	20363	06/11/2025	06/25
	1,102.50	10-20100	Mike Lamere	2150	20364	06/11/2025	06/25
	17,033.35	51-20100	Peak Water Services, LLC	3900	20365	06/11/2025	06/25
	675.20	10-20100	RE Investment Company	1780	20366	06/11/2025	06/25
	336.00	10-20100	Steve Dwyer	3980	20367	06/11/2025	06/25
	153.95	10-20100	Thermo Fluids, Inc.	4030	20368	06/11/2025	06/25
	1,712.54	52-20100	U-Line	2380	20369	06/11/2025	06/25
	14,917.76	52-20100	USABlueBook	2390	20370	06/11/2025	06/25
	1,221.57	52-20100	Valley Fire Services	4020	20371	06/11/2025	06/25
	661.33	52-20100	Westbank Sanitation	3530	20372	06/11/2025	06/25
	652.00	10-20100	Wyoming Gun Fighter, LLC	3970	20373	06/11/2025	06/25
	2,114.43	10-20100	Alpine Ace Hardware	250	20374	06/11/2025	06/25
	880.00	10-20100	Belinda Penny	480	20375	06/11/2025	, 06/25
	606.50	10-20100	Lincoln County Sheriff's Office	1510	20376	06/11/2025	06/25
	10,250.00	10-20100	Olveras Construction Paint & Cleaning	4050	20377	06/11/2025	06/25
	19,998.34	52-20100	W-Cubed Inc.	3540	20378	06/11/2025	06/25
	1,164.64	52-20100	Westbank Sanitation	3530	20379	06/11/2025	06/25
М	8,053.61	10-20100	The Bancorp	3780	2505047	06/10/2025	06/25
М	1,999.74	10-20100	Teton Technology	3670	2505052	05/20/2025	05/25
_ M	1,310.63	52-20100	Silver Star Communications	1940	20250520	05/20/2025	05/25
	346.887.35					nd Totals:	Cror

#### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-20100	.00	2,250.00-	2,250.00-
01-22108	2,250.00	.00	2,250.00
10-20100	40,915.57	170,996.63-	130,081.06-
10-32-120	2,500.00	.00	2,500.00
10-42-315	1,453.50	.00	1,453.50
10-42-335	1,740.68	1,206.40-	534.28
10-42-340	543.33	.00	543.33
10-42-360	455.41	.00	455.41
10-42-370	32.51	.00	32.51
10-42-381	701.14	.00	701.14
10-42-410	2,105.41	.00	2,105.41
10-42-415	94.86	.00	94.86
10-45-100	336.00	.00	336.00
10-45-335	.00	124.09-	124.09-
10-48-415	4,178.95	.00	4,178.95
10-50-335	.00	775.08-	775.08-
10-50-410	197.50	.00	197.50
10-52-335	.00	124.09-	124.09-

Check Register - Town of Alpine Check Issue Dates: 5/20/2025 - 6/11/2025 Page: 3 Jun 11, 2025 01:30PM

GL Account	Debit	Credit	Proof
10-52-452	38.15	.00	38.15
10-54-333	14,719.83	.00	14,719.83
10-54-334		.00	15.80
10-54-350		.00	112.08
10-54-400		.00	31.09
10-54-454		.00	65.00
10-54-455		33.27-	346.94
10-56-319		.00	606.50
10-56-454		.00	30.69
10-58-330		.00	9,083.93
10-58-332		.00	2,966.03
10-58-334	•	.00	257.49
10-58-360		.00	353.01
. 10-58-380	202.70	.00	202.70
10-58-410	771.22	.00	771.22
10-58-450		.00	154.11
10-58-452	1,448.79	.00	1,448.79
10-58-454	9,896.37	7,828.12-	2,068.25
10-58-456		39.00-	.00
10-65-332	940.65	.00	940.65
10-65-340		.00	1,102.50
10-65-450	373.60	.00	373.60
10-65-452	783.01	.00	783.01
10-65-454	475.00	31.17-	443.83
10-66-430	10,101.12	.00	10,101.12
10-90-540	59,339.00	29,669.50-	29,669.50
10-90-541	33,232.00	.00	33,232.00
10-95-640	8,053.61	.00	8,053.61
51-20100	436.24	109,268.13-	108,831.89-
51-42-335	1,865.68	436.24-	1,429.44
51-42-410	912.26	.00	912.26
51-80-320	2,268.00	.00	2,268.00
51-80-332	6,248.67	.00	6,248.67
51-80-335	400.00	.00	400.00
51-80-400	166.21	.00	166.21
51-80-452	148.11	.00	148.11
51-80-453	1,808.67	.00	1,808.67
51-90-545	95,450.53	.00	95,450.53
52-20100	51,070.82	156,795.22-	105,724.40-
52-42-335	1,920.86	436.24-	1,484.62
52-42-410	912.94	.00	912.94
52-82-320	1,126.98	.00	1,126.98
52-82-332	12,416.75	.00	12,416.75
52-82-335	112.23	.00	112.23
52-82-400	65.27	.00	65.27
52-82-454	798.82	.00	798.82
52-82-455	110.00	12.87-	97.13
52-83-320		.00	14,873.80
52-83-454		.00	527.29
52-84-318		.00	7,170.00
52-84-332		50,621.71-	60,577.18
52-84-400		.00	102.86
52-84-420		.00	218.23
52-84-454		.00	5,172.30
52-90-541	68.00	.00	68.00

M = Manual Check, V = Void Check

# Check Register - Town of Alpine Check Issue Dates: 5/20/2025 - 6/11/2025

Page: 4

		Check Issue Date	es: 5/20/2025 - 6/11/2025	Jun 11, 2025 01:30PM
GL Account	Debit	Credit	<del></del>	
Grand Totals:	530,647.76	530,647.76-	.00	
Dated:			_	
Mayor:			_	
Council:			_	
			-	
			-	
			-	
Treasurer:				
Report Criteria:				
Report type: Summary Check.Type = {<>} "Adjustment"				
Oneon. Type - \-/ Aujustinent				

M = Manual Check, V = Void Check





Jackson, WY 83002 PH: 307.733.5150

www.jorgeng.com

June 12, 2025

TO: Town Council

Town of Alpine

**RE:** Change Order -2 Recommendation

AMI Radio Read Project JA Project No. 51-90-545

Mayor and Council Members,

Referencing the ARPA grant funded AMI Radio Read water meter project Change Order-2. This change order will allow the Town's Public Works Department to more accurately read, bill and adhere to the State Engineers Office regulations. This change order adds Radio Read type controllers and transmitters to several large water mains. Below is the breakdown of these items:

AWD Wells-1, 2, & 3 (Grays River Wells) -8" flow meter controller and transmitter AWD Well-4 (Mega-Well) -10" flow meter controller and transmitter Grays River Upper-Tank Booster Pump -6" flow meter, controller and transmitter Flying Saddle -6" flow meter controller and transmitter Targhee Village -8" flow meter, controller, transmitter and concrete vault Snake River Dr. Townhomes -3" flow meter

This change order of \$45,557.94 is within the budget of the AMI Radio Read project.

Below is the breakdown for this recommended change order;

\$45,557.94 = Total Cost \$27,334.76 = ARPA Grant \$18,223.18 = Town's Responsibility

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

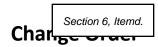
Respectfully,

KM

Kevin Meagher Owner's Representative

Enclosures:

Change Order-2 Core & Main Bid # 4221885



No. <u>2</u>

Date of Issuance: 6/12/25		Effective Da	te: Upon Mayor'	s signature date
Project: AMI Radio Read	Owner: Tow	n of Alpine	Owner's Cont	ract No.: N/A
Contract: Town of Alpine AMI	1		Date of Contr	act: August 22, 2024
Contractor: Core & Main			Engineer's Pro	oject No.: 23001
The Contract Documents are mo	dified as follo	ws upon executio	on of this Change	Order:
Description:		•		
Additional large flow meters, co	ontrols and va	ults that were no	t on original bid d	locuments but will help the
Town to be more efficient in its	water usage a	and to meet State	Engineers Office	regulations
Attachments (list documents sup Core & Main change order Bid		ge):		
CHANGE IN CONTRACT P	PRICE:		CHANGE IN COM	NTRACT TIMES:
Original Contract Price:		Original Contra	ct Times:	
		Substantial co	ompletion (date):	Aug 1, 2025
\$ 575,385.46	_	Ready for fina	al payment (date)	: <u>Sept 1, 2025</u>
[Increase] [Decrease] from previo	ously	[Increase] [ <del>Dec</del>	rease from prev	iously approved Change Orders
approved Change Orders No. 0 to	•	No. 1 to No. 2:		approved energy evaluation
5			mpletion (date):	Aug 1, 2025
\$ 3,220.88			ıl payment (date)	<del></del>
•	_	·		
Contract Price prior to this Chang	e Order:		prior to this Char	_
4			ompletion (date):	
\$ <u>579,206.34</u>	_	Ready for fina	al payment (date)	: <u>n/a</u>
[Increase] [Decrease] of this Chan	ige Order:	[Increase] <del>[Dec</del>	rease] of this Cha	nge Order:
	J		ompletion (date):	<u> </u>
\$ <u>45,557.94</u>	<u> </u>		al payment (date)	
Contract Price incorporating this	Change	Contract Times	with all approved	d Change Orders:
	J		ompletion (date):	_
\$ <u>624,764.28</u>	<u>_</u>		al payment (date)	<del></del>
RECOMMENDED:	ACCEF	PTED:	A	CCEPTED:
By:	By:		Ву	<i>y</i> :
By: Engineer (Authorized Signature)	Ov	vner (Authorized Sigr	nature)	Contractor (Authorized Signature)
Date:			Da	ate:
Approved by Funding Agency (if a				ate:

# **Change Order**

#### **Instructions**

#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



#### **TOWN OF ALPINE**

289 BUFFALO DRIVE ALPINE, WY 83128

#### Job

Alpine large Meter Upgrade alpine, WY

Bid Date: 05/21/2025 Bid #: 4221885

## **Sales Representative**

Daniel Hawkins (M) 208-546-1478 (T) 208-888-5656 (F) 208-888-9799

Dan.Hawkins@coreandmain.com

#### Core & Main

1966 W Heyrend Way Idaho Falls, ID 83402 (T) 2085233335

VOTE



**TOWN OF ALPINE** 

Job Location: alpine, WY Bid Date: 05/21/2025 Core & Main Bid #: 4221885 Core & Main

1966 W Heyrend Way Idaho Falls, ID 83402 **Phone:** 2085233335

Fax: 2085235225

20 40 50					
		LARGE METER UPGRADE			
		ASD-4 MEGA-WELL			
		10"			
60		METER UPGRADE			
70		ETA 3-4 WEEKS			
90	1	SMART METER-MATER	EA	2,822.14	2,822.14
		10" MCCROMETER UM06			_,
		4-20MA IN			
		4-20MA AND NEPTUNE OUT			
		INTERNAL BATTERY			
		ENCAPSULATING/POTTING			
		METAL WALL MOUNT			
		AC ADAPTER			
				SUBTOTAL	2,822.14
180		GREYS RIVER UPPER			
90		TANK BOOSTER PUMP			
200		6"			
210		ETA 10-3-2025			
220	1	6X18 MACH10 USG STANDALONE EU3E1G1	EA	5,492.95	5,492.95
240	1	SMART METER-MATER	EA	2,822.14	2,822.14
.40		6" NEPTUNE MACH10 STANDALONE	LA	2,022.14	2,022.14
		NEPTUNE IN			
		4-20MA AND NEPTUNE OUT			
		INTERNAL BATTERY			
		ENCAPSULATING/POTTING			
		METAL WALL MOUNT			
		AC ADAPTER			
				SUBTOTAL	8,315.09
330		GREYS RIVER WELL HOUSE			
340		8" SENSUS METER			
350		ETA 3-4 WEEKS			
360	1	SMART METER-MATER	EA	2,822.14	2,822.14
		8" SENSUS METER		2,322.2 1	_,022.14
		SENSUS OMNI IN			
		4-20MA AND NEPTUNE OUT			
		INTERNAL BATTERY			
				SUBTOTAL	2,822.14



Bid #: 4221885

Seq#	Qty	Description	Units	Price	Ext Price
430		FLYING SADDLE			
440		6" NEPTUNE UME			
450		ETA 9-12-2025			
460	1	13759-321 UME 6 T/F W/T-10	EA	4,411.77	4,411.77
		ENCAPSULATING/POTTING			
		METAL WALL MOUNT			
		AC ADAPTER			
F10		ETA 2 A MIETIK			
510 520	1	ETA 3-4 WEEKS SMART METER-MATER	EA	3,122.00	2 122 00
520	1	6" NEPTUNE UME	EA	3,122.00	3,122.00
		(2) NEPTUNE IN			
		(2) 4-20MA & (2) NEPTUNE OUT			
		INTERNAL BATTERY			
		ENCAPSULATING/POTTING			
		METAL WALL MOUNT			
		AC ADAPTER		SUBTOTAL	7,533.77
				302.0	7,555.77
610		TARGEE VILLAGE METER/VAULT			
620		SHIP DATE 11-12-2025			
630	1	8X20 MACH10 R900I V4 USG W/20' ANT EU4A2G1SG90	EA	9,836.94	9,836.94
640	2	8 FLGXPE DI PIPE 6' IMP	EA	906.64	1,813.28
650	2	8X1/8 FLG FF RR GASKET	EA	13.07	26.14
660	2	6-8 ZINC HEX NUT & BOLT KIT	EA	18.59	37.18
670	2	8 MJ L/P SLV C153 IMP	EA	254.64	509.28
680	2	8 MJ REGULAR ACC SET (I)	EA	56.18	112.36
690	2	8 EBAA 2008PSC MEGALUG F/C900 W/ACC USA	EA	103.61	207.22
740	4	CONCEDETE VALUE		4.645.00	4.645.00
710	1	CONCTRETE VAULT	EA	4,645.89	4,645.89
		4X4X6 VAULT W/TOP			
740	4	24 OPENING IN THE CENTER	Ε.Δ	2 700 00	2 700 00
740	1	NATE TO INSTALL CONCRETE	EA	2,700.00	2,700.00
		VAULT		SUBTOTAL	19,888.29
					-,
770		GALVANIZED MONOPOLE			
780		ETA 10-2-2025			
790	2	WI 40' GALV LIGHT POLE	EA	619.67	1,239.34
		D210-T00A400-PC-FP/GV- DS210-T00A400-PC-FP/GV-SFBC-AB			
		SFBC-AB-VD DS210-T00A400-PC-FP/GV-SFBC-AB			
820		ORIGINAL POLE PRICE			
830		WAS \$4,906.67 EA			
840		NEW POLE PRICE IT \$5,526.10			
850		DIFFERENCE OF \$619.67EA			
860		GALVANIZED AND PAINTED			
870		ADDER			
ı				SUBTOTAL	1,239.34
900		CNAVE DIVE DDIVE			
890 900		SNAKE RIVE DRIVE TOWNHOMES			
900		IOWINDONES			



Bid #: 4221885

Seq#	Qty	Description	Units	Price	Ext Price
920	1	3X17 MACH10 R900I V4 USG W/20' ANT EU3B2G1G90	EA	2,920.63	2,920.63
930		ETA 7-25-2025			
940	2	3 FLG BNG KIT, ZINC, 1/8 RR RI NG	EA	8.27	16.54
				SUBTOTAL	2,937.17
				Sub Total	45,557.94
				Tax	0.00
				Total	45,557.94

#### **Branch Terms:**

Customers should verify all materials & quantities prior to bidding or ordering.

Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping.

Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.

Some items in this quote may experience extended lead times. Please consider these potential delays when placing your order.

Projects with domestic requirements may have additional lead times, keep this in mind when order is placed.

Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.

Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



Jackson, WY 83002 PH: 307.733.5150

www.jorgeng.com

# **Town of Alpine Monthly Engineer's Report**

Council Meeting: June 17, 2025 Submitted By: Kevin Meagher

Engineering/Owner Representative

Prepared On: May 12, 2025

# **Summary of Tasks**

#### Water Fund:

#### 1. AMI Radio Read Project:

- Contractor Core & Main is finalizing the last submittals for concrete vaults to satisfy the State requirements
- Construction meetings are being held weekly to communicate with construction group
- Town Public Works has installed [85] meters and antennas as of yesterday. Public Works intends to finish their meter installation work by the first week of July
- Installation of larger meters and associated concrete vaults start date is still to-bedetermined. All concrete vaults were to be delivered this week.
- An out of state plumbing contractor will work under Core and Main to install the interior water meters after the first week of July
- Operational system is still scheduled for the first week of August
- Change Order-2 scope and cost was finalized. This change order adds larger water meters and controls to existing well pumps, including Targhee Place and the Flying Saddle mains. Note: ARPA grant is funding ~60% of this project.

#### 2. Development Reviews:

No developments are currently being reviewed

#### 3. Water Rate Recommendations:

• Town Staff and Jorgensen continue working on revised ordinances and rate updates. With upcoming capital projects and repairs/maintenance inflation costs water rates will be looking for a ~20% increase. The rate changes are looking to adjust the monthly base rates to maintain a steady operational cash flow for the enterprise fund.

#### 4. Water Permitting:

- Gray's River Well variance request was approved by the State Engineers Office [SEO]. This variance will allow the Town to continue using its single water flow meter instead of repiping the [3] well heads and installing [3] new flow meters.
- The *final* updated service area map for the Town of Alpine municipal wells has been sent in. The Town now complies with all SEO regulations regarding their municipal wells,

including Alpine Water District [AWD] Well-4 (aka Mega-Well), which is separate from DEQ permitting.

- DEQ permitting for AWD-4 Well is [2] phases:
  - 1) designate Well-4 as a Public Water Supply Source
  - 2) connect Well-4 to a Public Water System. Permitting process to commence upon recommendation from Sunrise Engineering water study master plan.

<u>Note</u>: DEQ permitting could be problematic, given the well screen position relative to fluctuating water level, due to seasonal reservoir draw down

#### Sewer Fund:

#### 1. Sewer Rate Recommendations:

 Town Staff and Jorgensen are working on revised ordinances and rate updates. With inflation rates and increased costs of repairs and maintenance it looks like a ~27% increase. The rate changes are looking to adjust the monthly base rates to maintain a steady operational cash flow for the enterprise fund.

#### 2. Capacity Fees:

 Town Staff, Raftelis and Jorgensen are in discussions about the cost of infrastructure and how that should relate to new developments joining the Town's infrastructure.
 Raftelis' report is due in July for Staff and Council review.

# Pre-Treatment Plant Update:

- 1) Process Piping Systems construction;
  - General contractor has not been working on-site since the end of February [no change]
  - Substantial completion date was not achieved [April 30, 2025]
  - Town legal counsel and contractors legal counsel have been contacted
  - Jorgensen was asked to find other contractors to finish project;
    - Mountain West Mechanical [original mechanical contractor doesn't have resources at this time]
    - ii. Servant Electric has provided a scope and rate fee schedule for electrical trade work
    - iii. Snake River MEP has provided a rate fee schedule for all trades
  - Major equipment providers [Cambrian Innovations and Schwing Bioset] are on hold

# **Brewery Effluent:**

 Town Staff, Melvin Brewery, JVA Consulting and Jorgensen are in discussions on how to maintain a steady biological mix to the existing wastewater treatment plant to prevent major disruptions. JVA Consulting is working on a scope of work for the review, study, recommendation and penalty fees of the received effluent mix.

# Town of Alpine

# 5/1/25 to 5/31/25

Citations	2 Citations 1 Warnings
CFS/Law Incidents	117
Special Patrol	41

Animal Problem	2	Abandoned Vehicle	4
Agency Assist	3	Auto Accident	5
Aircraft		Child Abuse	
Alarms	1	Citizen Dispute	3
Assault		Civil Standby	1
Burglary		Custodial interference	
Citizen Assist	2	Domestic Violence	1
Alcohol problems		Civil Execution/paper	
Controlled Burn	5	Disturbance	4
Controlled Substance		Game & Fish	
Drugs	1	Harassing	
E911	9	Fire / Fireworks	
Fraud	1	Field contact	1
Information	1	Patient transport	21
Property damage		Lost/Found Property	2
Lost/Found Animal	3	Parking problem	
Livestock/lock out	/ 1	Juvenile problem	
Mental subject	1	Medical	3
Littering	1	Missing person	
Noise	1	REDDI	
Reckless driving	3	Motorist assist	1
Smoke/Fire	/ 1	Prisoner transport	
Robbery		Security check	
Sex offense/Stalking		Suspicious	1
Search/LE		Vehicle theft	1
Suicidal Subject		Threatening	
Traffic stop	18	Weapon offence	
Traffic hazard	1	Trespassing	
Theft	5	Vandalism	
Traffic offense		Utility problem	
Transfer patient		Welfare Check	
Vin Inspection	8	Warrant	
VIN Stamp	1	Utility problem	



# TOWN OF ALPINE, WYOMING RESOLUTION 2025-021 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ALPINE, WYOMING, DECLARING A VACANCY ON THE TOWN COUNCIL

**WHEREAS,** the Town Council of the Town of Alpine, Wyoming, is composed of elected officials duly serving the community pursuant to Wyoming State Statutes and local ordinance; and

**WHEREAS**, Councilmember Emily Castillo has formally submitted her resignation from the Alpine Town Council; and

**WHEREAS**, the Town Council accepts the resignation and acknowledges the vacancy created by her departure;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Alpine, Wyoming, that:

- 1. A vacancy is hereby declared to exist on the Alpine Town Council due to the resignation of Councilmember Emily Castillo.
- 2. The Town Council shall proceed in accordance with applicable state law and local procedures to fill the vacant council seat.

OTE:YES, _	NO,	_ ABSTAIN,	_ABSENT
			SIGNED:
			Eric Green, Mayor of Alpine
TTEST:			

Memorandum of Understanding between
The Town of Alpine
Lincoln County Police Officers Association
Lincoln County Sherriff
and Bank of Star Valley

#### **Term of Agreement**

This Memorandum of Understanding (MOU) is effective upon the day and date last signed and executed by the Town of Alpine, the Lincoln County Police Officers Association (LCPOA), and the Bank of Star Valley and Lincoln County Sherriff and shall remain in effect until terminated by either party in accordance with the terms of this MOU or until December 31, 2025. The MOU will be automatically renewed for one year on December 31, unless terminated by either party.

## **Purpose of MOU**

The purpose of the MOU is for the Town of Alpine to lease land to the LCPOA so that it can build a home to provide housing for a Lincoln County Officer to reside in the Town of Alpine.

# **Town of Alpine Duties**

The Town of Alpine owns Lot 36 and Lot 178 of Alpine Meadows Subdivision. The Town of Alpine will lease one of those lots to the LCPOA for thirty-one (31) years for rent of One Dollar (\$1) per year, to be paid up front. Thereafter, the lease can be renewed for a term of ten (10) years, unless terminated by either party by giving written notice at least six (6) months in advance of the expiration of the lease. The lease will contain terms that allow it to be pledged as collateral for a construction loan. The lease will allow LCPOA to make improvements on the land at its own expense, including the building of a residence and any necessary outbuildings. If the lease is not renewed at the end of the initial term, or any successive renewal terms, the Town of Alpine agrees to purchase from LCPOA any improvement constructed upon the land for fair market value.

#### **LCPOA Duties**

The LCPOA will, within twelve (12) months of the signing of the lease, begin the construction of a residence on the land. In order to finance the construction of the

residence, the LCPOA will pledge its interest in the lease to the Bank of Star Valley. Upon the completion of the residence, the LCPOA will work with the Lincoln County Sheriff's Office to ensure that a full-time deputy sheriff will be housed in the property to enable a patrol of the Alpine area. The LCPOA will also grant to the Town of Alpine, unrestricted ingress and egress across the property to access the sewer pump station located near the land.

#### **Bank of Star Valley Duties**

Bank of Star Valley will provide financing to LCPOA to construct a residence on the property, and will receive the pledged lease as collateral for the loan. Once the loan is paid in full, Bank of Star Valley will release the pledged lease.

#### **Amendments**

Any party to this agreement may request changes to this MOU. Any changes, modifications, revisions or amendments which are mutually agreed upon by and between the parties shall become effective when executed and signed by the parties to this MOU.

#### Termination

This MOU may be terminated without cause, by either party upon sixty (60) days written notice.

#### **Entirety of Agreement**

This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

#### Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect.

#### **Signatures**

The parties to this MOU through their duly authorized representatives have executed this MOU on the date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties to this MOU have caused it to be executed this <a href="https://linear.nlm.nih.gov/recommons.nlm.nih

**TOWN OF ALPINE:** 

D٠	,		
D١	/		

LINCOLN COUNTY POLICE OFFICERS ASSOCIATION:

LINCOLN COUNTY SHERIFF

BANK OF STAR VALLEY

Donaldont

# Attachment A is the original map submission. Attachment B is the updated map submission.

Speed Bumps 1 and 2 were removed from consideration because the proposed locations are on a collector street, where traffic calming devices are prohibited under Ordinance No. 2023-07. All other originally proposed locations were reviewed by the Public Works Director and determined to be in compliance with the ordinance's requirements.

#### **Speed Bump 3**

- Lot 70 Newburger, Bronson E Approved
- Lot 69 Wolf, Bradley A & Jennifer N Approved
- Lot 4 Rump, Kendall E Approved
- Lot 5 Brown, Sarah A & Paul S Merica Approved

Petition for speed bump No. 3 includes approval of 2/3 of the residences immediately adjacent to the proposed traffic calming device.

#### Speed Bump 4

- Lot 60 Ankeny, Andrew & Shawn Approved
- Lot 61 Olszak, Thomas No Response
- Lot 118 Meadows, Steven R & Wendy W, Trustees Approved
- Lot 119 AM Alpine LLC No Response

Petition for Speed Bump No. 4 does not include approval of 2/3 of the residences immediately adjacent to the proposed traffic calming device.

#### **Speed Bump 5**

- Lot 122 Lutz, Jaclyn Disapproved
- Lot 123 Grant, Matthew S & Karina A, Co-Trustees Approved
- Lot 117 Leeper, Cody W & Christina M Approved
- Lot 118 Meadows, Steven R & Wendy W, Trustees Approved

Petition for speed bump No. 5 includes approval of 2/3 of the residences immediately adjacent to the proposed traffic calming device.

Speed Bump 6 was moved by the applicant after discussions with the residents. See Attachment B.

#### **Speed Bump 6**

- Lot 25 Hoover, Cameron Approved
- Lot 26 Lowham, Deborah Approved
- Lot 88 Hatfield, Matthew No Response
- Lot 89 Schou, Dan & Lamirato, Stephanie Approved

Petition for speed bump No. 6 includes approval of 2/3 of the residences immediately adjacent to the proposed traffic calming device.

Speed Bumps 3, 5, and 6 have approval of 2/3 of the residences immediately adjacent to the proposed locations.

Monica Chenault

Clerk/Treasurer



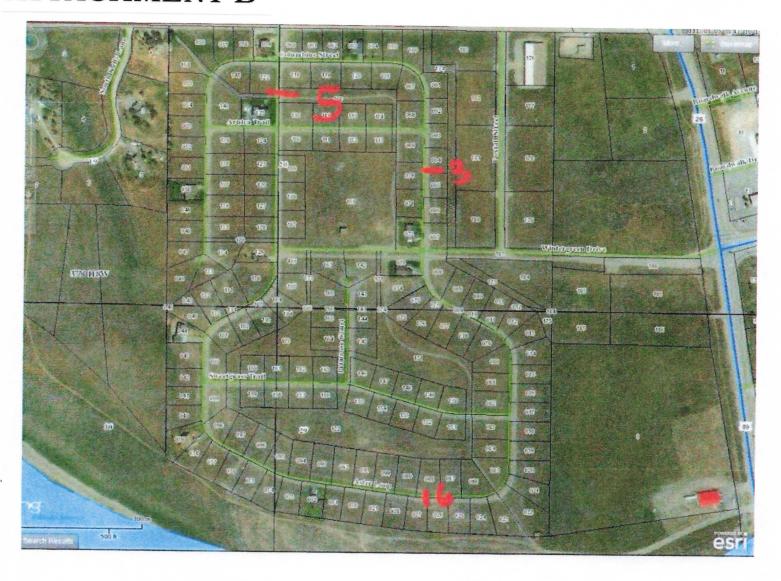
# ATTACHMENT B



TRAFFIC	CALMING DEVICES APPLICATION
ALPINE	teather Goodrich
Requesting Party: Mathew Grant An	MOA BOARD 307-226-454
Mailing Address:  AD BOX 3049 ALMAE	2 1 . 7.
Physical Address:	1.2120
37 Vatyas St.	Alpine 83128
Legal Description (Lot#, Block or Tract & Sub	eadows
Requesting Location/Placement:	
	ubine, Outrous, & Aster Wood (St
Responsible Party:	Email:
Heather Goodnich	AMOA Board heather amount
Physical Location Address:	
Home Meadows	
Legal Description (Lot#, Block, Tract & Subdi	vision)
Reasoning/Rational for Requested Installation:	: Type of Devise:
safety of children &	
	mediately adjacent to the proposed traffic calming devise to approve
he installation of the traffic device: (Pleas	se use separate sheet for approved signatures)
Owner:	Mailing Address:
Del attached Curc	Nailing Address
WHEF.	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Signature of Requesting Party:	Date: 5 7 25
	FOR TOWN USE ONLY
Date Received:	Permit #:

#### Section 9, Itemc.

# ATTACHMENT B





Over the past year several Alpine Meadows residents worked together with the Alpine Meadows POA and the town of Alpine to get traffic calming devices approved by the town for placement in our neighborhood. The traffic on Wintergreen to Oatgrass has become a major safety concern for our residents, especially the growing number of young children living and playing along this corridor. The route has become a preferred "shortcut" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, ignoring stop signs. We must do something to deter usage of our neighborhood for through-traffic.

On Tuesday, August 15<sup>th</sup>, 2023, the Alpine Town Council adopted Ordinance 2023-07 (https://www.alpinewy.gov/ordinance/ordinance-2023-07-traffic-calming-devices). In accordance with the ordinance and after consulting with Monica (Clerk – Town of Alpine) we are fulfilling our obligation to inform our neighbors about the proposed location for several strategically placed speed bumps throughout Alpine Meadows.

#### About the speed bumps:

The temporary speed bumps have been chosen by the Town of Alpine. They will be like other speed bumps deployed in Jackson and Star Valley. They will be installed between the months of May and November by the town. They will be highly visible to oncoming vehicle and pedestrian traffic.

#### Speed bump location strategy:

To maximize through-traffic deterrence with pedestrian safety we have chosen to target the bike path along the high-traffic route through our neighborhood (Wintergreen to Oatgrass). We will put one speed bump in both directions on Wintergreen (#1 and #2 on the map) to protect pedestrians along the bike path. As a reminder, Wintergreen is a boulevard at that location with a grass median between lanes. The other location will be a single speed bump at the bike path crossing on Oatgrass (#5 on the map) between Columbine and Arnica Trail. With this placement we must also consider additional bypass routes that traffic might try to use as an alternative. We feel Columbine is the next best option for drivers looking to cut through our streets to get to Old Alpine. Speed bumps #3 and #4 will aim to deter this route. The locations of these five speed bumps ensure that anyone looking for an efficient shortcut through our neighborhood will hit at least two speed bumps.

#### What we need from you:

Since many of the properties immediately adjacent to the proposed speed bump locations are currently empty lots, it is not as simple as knocking on a neighbor's door to request a signature. We are asking any residents who will regularly encounter a speed bump to voice your concerns within one week. If you feel you must object, please consider providing context and a possible alternative solution. If you are in support, you can respond with your approval or simply do nothing; your receipt of this email is enough.

#### Next Steps:

We will await the final tally from residents of the streets where speed bumps are proposed. With majority approval, we will work with the town to get the speed bumps in place by May. Keep in mind these are temporary speed bumps and we can make location adjustments from year to year if necessary.

As a parent of two young, active boys in Alpine Meadows I want to thank you in advance for your thoughtful consideration of this proposal. We live in an outdoor recreational paradise, and I want nothing more than to ensure that our slice of it remains a safe, family-friendly environment as our neighborhood continues to grow. If you would like to discuss any part of this plan, please feel free to call/text me: 858-583-1561 or stop by: 156 Arnica Trail.

Thank you,

Matthew Grant (Lot 123)

Section 9. Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

#### **IMPORTANT - PLEASE READ!**

1 message

#### Lisa Paddleford < lisa.ampoa@gmail.com>

Fri, May 23, 2025 at 12:27 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com>

Bcc: "Rump, Kendall" <krump@landstar.com>, s.brown.3@hotmail.com, wolfs jackson dodge <wolfdodge@gmail.com>, Bronson Newburger <br/>
Bronson Newburger <br/>
Shronson@clarkeveneers.com>, Andy Ankeny <aankeny@clbarchitects.com>, Shawn Ankeny <shawn@ankenyarchitecture.com>, tom.olszak@wellsfargo.com, 2wmeadows@gmail.com, jaclynl1@aol.com, Matthew Grant <matthew.s.grant@gmail.com>, audra@audrahawkins.com, scott cummings <slcummings01@yahoo.com>, Kevin Cooke <kevincooke83@gmail.com>, Alli Van Schaack <alli.vanschaack@gmail.com>, Spencer Van Schaack <svanschaack@gmail.com>, Heather Goodrich <heather.ampoa@gmail.com>

#### Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a significant safety concern for our residents, particularly given the increasing number of young children living and playing along corridors where speeding is common. Specific routes have become preferred "shortcuts" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, sometimes ignoring stop signs. We must take action to discourage the use of our neighborhood as a thoroughfare.

On Tuesday, August 15, 2023, the Alpine Town Council adopted Ordinance 2023-07 (https://www.alpinewy.gov/ordinance/ordinance-2023-07-traffic-calming-devices). Following the ordinance and discussions with Monica Chenault, Clerk of the Town of Alpine, we are honoring the Town's request to again inform you about the proposed locations of several strategically placed speed bumps throughout Alpine Meadows and to obtain your support for their installation.

#### About the speed bumps:

The POA has selected a temporary type of speed bump that resembles those used in Jackson and Star Valley. These devices will be evident to oncoming vehicle and pedestrian traffic. If approved by the Town at its meeting on June 17th, they will be installed in time for the Fourth of July holiday. In the future, the Town will install speed bumps before Memorial Day, with removal scheduled to be completed in early November to facilitate snow removal.

#### Speed bump location strategy:

☐ Please note that Speed Bumps #1 and #2, as shown on the attached map, cannot be installed because	
Nintergreen Drive is considered a "connector road" and the Town ordinance prohibits installation of such devices	on
his type of road.	

☐ Columbine is the next best option for drivers seeking to bypass our streets and reach Old Alpine. Speed Bumps #3 and #4 will aim to deter drivers from taking this route.

□ Speed Bump #5 will be a single speed bump at the bike path crossing on Oatgrass (#5 on the map) between Columbine and Arnica Trail. With this placement, consideration is given to additional bypass routes that traffic might try to use as an alternative.

☐ Speed Bump #6 is intended to slow traffic driving the straight-away road.

#### What we need from you:

The Town has requested that each affected property owner adjacent to the proposed locations of the speed bumps be notified about the POA request to have speed bumps installed. Please respond via email with your approval or dissent to lisa.ampoa@gmail.com at your earliest convenience, but no later than **May 30th**.

Section 9. Itemc.

#### Next Steps:

The POA must submit the final tally from residents on the streets where speed bumps are proposed to the Town by June 9th if this request is to be included on the Town Council's June 17th agenda. Upon Town approval of our request, which must have at least 75% support from the affected property owners, we will collaborate with the Town to purchase and install the speed bumps by July 4. Please note that these are temporary speed bumps, and we can adjust their locations from year to year if necessary, provided the Town approves the new locations.

Thank you in advance for giving this letter your prompt attention. Alpine Meadows is an outdoor recreational paradise, and ensuring that your piece of it remains a safe, family-friendly environment is essential as the neighborhood continues to grow. If you would like to discuss any part of this plan, please feel free to call or text POA President Heather Goodrich at (307) 226-4545 or email her at heather.ampoa@gmail.com.

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com



Speed Bump Map.pdf



Lisa Paddieford < lisa.ampoa@gmail.com>

## **Fwd: IMPORTANT - PLEASE READ!**

1 message

Lisa Paddleford < lisa.ampoa@gmail.com>

Wed, May 28, 2025 at 4:21 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com>

Cc: Heather Goodrich <heather.ampoa@gmail.com>

Bcc: cassandradeannhoover@gmail.com, Deborah Lowham <dlowham@me.com>, ponderosa@wyom.net, Dan Schou <danschouconstruction@gmail.com>, Stephanie <slamirato@gmail.com>

Dear Alpine Meadows Property Owner:

The POA recently sent out the attached email and map to seek approval from property owners whose lots are adjacent to the proposed location of multiple speed bumps. The location of Speed Bump #6 has been moved further east (between Lots 88 and 89) to better address the speeding traffic that occurs along the straightaway on Aster Loop. This location affects your property, and as a result, you are receiving this notification.

Please read and review the forwarded email and map. If you have any questions, please don't hesitate to contact me or Heather Goodrich, but we ask for your response as soon as possible. I realize the original email requested a reply by this Friday, but your response time has been extended due to the decision to relocate the speed bump. It would be greatly appreciated if you would respond by **Tuesday**, **June 3rd**.

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM Subject: IMPORTANT - PLEASE READ! To: Lisa Paddleford sa.ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a significant safety concern for our residents, particularly given the increasing number of young children living and playing along corridors where speeding is common. Specific routes have become preferred "shortcuts" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, sometimes ignoring stop signs. We must take action to discourage the use of our neighborhood as a thoroughfare.

Section 9. Itemc.

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#### About the speed bumps:

The POA has selected a temporary type of speed bump that resembles those used in Jackson and Star Valley. These devices will be evident to oncoming vehicle and pedestrian traffic. If approved by the Town at its meeting on June 17th, they will be installed in time for the Fourth of July holiday. In the future, the Town will install speed bumps before Memorial Day, with removal scheduled to be completed in early November to facilitate snow removal.

Speed bump location strategy	Speed	bump	location	strai	tegy
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□ Please note that Speed Bumps #1 and #2, as shown on the attached map, cannot be installed because
Wintergreen Drive is considered a "connector road" and the Town ordinance prohibits installation of such devices on
this type of road.
☐ Columbine is the next best option for drivers seeking to bypass our streets and reach Old Alpine. Speed Bumps #3
and #4 will aim to deter drivers from taking this route.
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Columbine and Arnica Trail. With this placement, consideration is given to additional bypass routes that traffic might
try to use as an alternative.

Speed Bump #6 is intended to slow traffic driving the straight-away road.

#### What we need from you:

The Town has requested that each affected property owner adjacent to the proposed locations of the speed bumps be notified about the POA request to have speed bumps installed. Please respond via email with your approval or dissent to lisa.ampoa@gmail.com at your earliest convenience, but no later than May 30th.

#### Next Steps:

The POA must submit the final tally from residents on the streets where speed bumps are proposed to the Town by June 9th if this request is to be included on the Town Council's June 17th agenda. Upon Town approval of our request, which must have at least 75% support from the affected property owners, we will collaborate with the Town to purchase and install the speed bumps by July 4. Please note that these are temporary speed bumps, and we can adjust their locations from year to year if necessary, provided the Town approves the new locations.

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Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com



Speed Bump Map.pdf



Lisa Paddleford < lisa.ampoa@gmail.com>

## **Fwd: IMPORTANT - PLEASE READ!**

1 message

Lisa Paddleford < lisa.ampoa@gmail.com>

Mon, Jun 2, 2025 at 12:40 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com>

Bcc: wolfs jackson dodge <wolfdodge@gmail.com>, "Rump, Kendall" <krump@landstar.com>, s.brown.3@hotmail.com, tom.olszak@wellsfargo.com, 2wmeadows@gmail.com, adjebsen@gmail.com, jaclynl1@aol.com, Cody Leeper <codyleeper@gmail.com>, christinamlindell@gmail.com, Heather Goodrich <heather.ampoa@gmail.com>

Dear Alpine Meadows Property Owner:

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If you have any questions, please contact POA Board President Heather Goodrich via phone or email (contact info is provided in the body of the forwarded email below).

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM
Subject: IMPORTANT - PLEASE READ!
To: Lisa Paddleford lisa ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

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Section 9, Itemc.

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Best regards, Lisa

Lisa M. Paddleford AMPOA Manager

Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

Speed B

Speed Bump Map.pdf

Section 9. Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

#### Fwd: IMPORTANT - PLEASE READ!

1 message

Lisa Paddleford < lisa.ampoa@gmail.com>

Mon, Jun 2, 2025 at 12:43 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com>

Bcc: cassandradeannhoover@gmail.com, Deborah Lowham <dlowham@me.com>, ponderosa@wyom.net, Heather Goodrich <heather.ampoa@gmail.com>

Dear Alpine Meadows Property Owner:

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Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message ------

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Wed, May 28, 2025 at 4:21 PM

Subject: Fwd: IMPORTANT - PLEASE READ! To: Lisa Paddleford < lisa.ampoa@gmail.com> Cc: Heather Goodrich <heather.ampoa@gmail.com>

Dear Alpine Meadows Property Owner:

The POA recently sent out the attached email and map to seek approval from property owners whose lots are adjacent to the proposed location of multiple speed bumps. The location of Speed Bump #6 has been moved further east (between Lots 88 and 89) to better address the speeding traffic that occurs along the straightaway on Aster Loop. This location affects your property, and as a result, you are receiving this notification.

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Best regards,

Lisa



Lisa Paddleford < lisa.ampoa@gmail.com>

# Re: IMPORTANT - PLEASE READ!

1 message

Jaclyn Shockey <jaclynl1@aol.com> した 122 (井ち)

Tue, Jun 3, 2025 at 3:11 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com>

I do not agree with installing speed bumps. Sent from my iPhone

On Jun 2, 2025, at 1:41 PM, Lisa Paddleford < lisa.ampoa@gmail.com > wrote:

Dear Alpine Meadows Property Owner:

You are receiving this email because I have not received a response from you regarding the installation of speed bumps near your property. I must hear from you no later than June 5 for the POA's application to move forward with the Town.

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Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM Subject: IMPORTANT - PLEASE READ! To: Lisa Paddleford sa.ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

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Lisa Paddleford < lisa.ampoa@gmail.com>

# Re: IMPORTANT - PLEASE READ!

1 message

Sarah Merica <s.brown.3@hotmail.com> しょ ち (#3)
To: Lisa Paddleford <lisa.ampoa@gmail.com>

Wed, Jun 4, 2025 at 7:33 AM

Hi Lisa,

I approve.

Thank you,

-Sarah Merica

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Sent: Monday, June 2, 2025 1:40:30 PM

To: Lisa Paddleford < lisa.ampoa@gmail.com> Subject: Fwd: IMPORTANT - PLEASE READ!

Dear Alpine Meadows Property Owner:

You are receiving this email because I have not received a response from you regarding the installation of speed bumps near your property. I must hear from you no later than June 5 for the POA's application to move forward with the Town.

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Best regards,

Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM Subject: IMPORTANT - PLEASE READ! To: Lisa Paddleford <lisa.ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

Section 9, Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

# RE: Regarding speed bumps

1 message

Wed, Jun 4, 2025 at 3:49 AM

Lisa Rump <Lisa.rump@expeditors.com> Lot 4 (#3) Wed, Ju
To: Selena Ojeda <selena.ampoa@gmail.com>, "lisa.ampoa@gmail.com" <lisa.ampoa@gmail.com>

Cc: Kendall Rump < krump@landstar.com>

Lisa – we approve the speedbump installation in the neighborhood.

Warm Regards!

Lisa K. Rump

District Sales Executive

Office: 317-406-8300

Cell: 317-414-0673

lisa.rump@expeditors.com Email:



#### **Expeditors Indianapolis**

730 Columbia Road, Suite 101, Plainfield, IN 46168

PH: 317-406-8300



Get notifications of upcoming Seminars, Events, and Market Updates here!



Lisa Paddleford < lisa.ampoa@gmail.com>

#### Re: IMPORTANT - PLEASE READ!

1 message

Deborah Lowham <dlowham@me.com>
To: Lisa Paddleford <lisa.ampoa@gmail.com>

Tue, Jun 3, 2025 at 10:48 AM

Hi Lisa-I own Lot 24- the proposed speedbump #6 seems fine. Thanks much Deborah Lowham 307-413-4227

On May 28, 2025, at 7:21 PM, Lisa Paddleford lisa.ampoa@gmail.com> wrote:

Dear Alpine Meadows Property Owner:

The POA recently sent out the attached email and map to seek approval from property owners whose lots are adjacent to the proposed location of multiple speed bumps. The location of Speed Bump #6 has been moved further east (between Lots 88 and 89) to better address the speeding traffic that occurs along the straightaway on Aster Loop. This location affects your property, and as a result, you are receiving this notification.

Please read and review the forwarded email and map. If you have any questions, please don't hesitate to contact me or Heather Goodrich, but we ask for your response as soon as possible. I realize the original email requested a reply by this Friday, but your response time has been extended due to the decision to relocate the speed bump. It would be greatly appreciated if you would respond by **Tuesday**, **June 3rd.** 

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM Subject: IMPORTANT - PLEASE READ! To: Lisa Paddleford <lisa.ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

Section 9, Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

#### Re: IMPORTANT - PLEASE READ!

1 message

Cameron Hoover <a href="hoovercontractllc@gmail.com">hoover <a href="hoovercontractllc@gmail.com">hoover <a href="hoovercontractllc@gmail.com">hoover <a href="hoovercontractllc@gmail.com">hoover <a href="hoovercontractllc@gmail.com">hoovercontractllc@gmail.com</a>
To: Lisa Paddleford <a href="hoovercontractllc@gmail.com">hoovercontractllc@gmail.com</a>

aisapprove # ( (Lot 25)

Tue, Jun 3, 2025 at 8:53 AM

Hi Lisa

My concerns are with the current location marked in red between 88 & 89 on the map.

On Tue, Jun 3, 2025 at 9:20 AM Lisa Paddleford lisa.ampoa@gmail.com> wrote: Hi Cameron -

Please see the email further down in the string where it is stated the speed bump will be moved further east, between property lines 88 & 89; will that satisfy your concern?

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager

Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

On Mon, Jun 2, 2025 at 5:42 PM Cameron Hoover <a href="hoovercontractlic@gmail.com">hoovercontractlic@gmail.com</a> wrote:

Upon further review of Ordnance 2023-07 multiple of the proposed Traffic Calming Device locations appear to conflict with several Line Items of Section 5.

I'm assuming the Ordinance has been taken into consideration for proposed locations?

On Mon, Jun 2, 2025 at 5:19 PM Cameron Hoover <a href="hoovercontractllc@gmail.com">hoovercontractllc@gmail.com</a> wrote:

Apologies for the late response. Emails were being sent to my wife's email address.

In my opinion, The location of Speed Bump 6 within the Southeast Corner of Aster Loop between 85-86 in no way prevents speed on Aster Loop whatsoever and will not be affective. Nor is Aster Loop a "Short Cut" to anywhere. Lots 22-23 will be impacted greatly by the proposed location of Speed Bump 6 most likely being in the direct path of one or the others Driveway Entrance.

Any driver maneuvering the corner/turn must slow to make the turn and will already be at a slower speed.

To prevent speed on a "straight away" section of roadway a speed bump must be located in such a location to reduce acceleration distances from corners, turns, curves or other traffic control signs/devices.

I do not approve the location of speed bump 6.

Section 9. Itemc.

Please add this email address to your contact list for Lot 25.

Thank you

Cameron Hoover

On Jun 2, 2025, at 3:06 PM, Cassandra Hoover <cassandradeannhoover@gmail.com> wrote:

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Mon, Jun 2, 2025 at 1:44 PM

Subject: Fwd: IMPORTANT - PLEASE READ! To: Lisa Paddleford < lisa.ampoa@gmail.com>

#### Dear Alpine Meadows Property Owner:

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If you have any questions, please contact POA Board President Heather Goodrich via phone or email (contact info is provided in the body of the forwarded email below).

Best regards, Lisa

Lisa M. Paddleford **AMPOA Manager** Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

----- Forwarded message -----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Wed, May 28, 2025 at 4:21 PM

Subject: Fwd: IMPORTANT - PLEASE READ! To: Lisa Paddleford < lisa.ampoa@gmail.com> Cc: Heather Goodrich <heather.ampoa@gmail.com>

#### Dear Alpine Meadows Property Owner:

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Section 9, Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

# **Re: IMPORTANT - PLEASE READ!**

1 message

codyleeper@gmail.com <codyleeper@gmail.com> Lot II7 (#5)

Mon, Jun 2, 2025 at 7:54 PM

Hi Lisa,

We approve of the speed bumps. On a similar note I think it would be beneficial if the posted speed limit was less than 25 mph. Not sure how complex that issue might be since we are now in the town limits? Thanks Lisa.

Cody

Sent from my iPhone

To: lisa.ampoa@gmail.com



Lisa Paddleford < lisa.ampoa@gmail.com>

## Re: IMPORTANT - PLEASE READ!

1 message

wolfs jackson dodge <wolfdodge@gmail.com> しか 69(#3) To: Lisa Paddleford < lisa.ampoa@gmail.com>

Mon, Jun 2, 2025 at 1:03 PM

## I'm fine either way

On Mon, Jun 2, 2025 at 1:41 PM Lisa Paddleford lisa.ampoa@gmail.com> wrote: Dear Alpine Meadows Property Owner:

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Email: lisa.ampoa@gmail.com

Phone: 307.413.6126

Website: www.northalpine.com

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Section 9. Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

## Re: IMPORTANT - PLEASE READ!

1 message

Dan School Stephanie Lamirato <slamirato@gmail.com> Lot &9 ( new location = 6) To: Lisa Paddleford < lisa.ampoa@gmail.com>

Wed, May 28, 2025 at 5:11 PM

We are in favor of the new placement of the new speed bump on Aster Loop!

Thank you

Stephanie and Dan

On Wed, May 28, 2025 at 5:21 PM Lisa Paddleford < lisa.ampoa@gmail.com > wrote: Dear Alpine Meadows Property Owner:

The POA recently sent out the attached email and map to seek approval from property owners whose lots are adjacent to the proposed location of multiple speed bumps. The location of Speed Bump #6 has been moved further east (between Lots 88 and 89) to better address the speeding traffic that occurs along the straightaway on Aster Loop. This location affects your property, and as a result, you are receiving this notification.

Please read and review the forwarded email and map. If you have any questions, please don't hesitate to contact me or Heather Goodrich, but we ask for your response as soon as possible. I realize the original email requested a reply by this Friday, but your response time has been extended due to the decision to relocate the speed bump. It would be greatly appreciated if you would respond by Tuesday, June 3rd.

Best regards, Lisa

Lisa M. Paddleford AMPOA Manager

Alpine Meadows Property Owners Association

Email: lisa.ampoa@gmail.com

Phone: 307,413,6126

Website: www.northalpine.com

---- Forwarded message ----

From: Lisa Paddleford < lisa.ampoa@gmail.com>

Date: Fri, May 23, 2025 at 12:27 PM Subject: IMPORTANT - PLEASE READ! To: Lisa Paddleford < lisa.ampoa@gmail.com>

Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a



Lisa Paddleford < lisa.ampoa@gmail.com>

## Re: IMPORTANT - PLEASE READ!

1 message

Bronson Newburger <br/>
Stronson@clarkeveneers.com> しけての (#3) To: Lisa Paddleford < lisa.ampoa@gmail.com>

Mon. May 26, 2025 at 9:45 AM

Lisa,

Regarding the placement of speed reducing "speed bumps" in the street adjacent to the Alpine Meadows property(ies) that June and I own, we approve these speed calming measures and their placement.

Regards, Bronson E. Newburger +1-601-946-3357

## What we need from you:

The Town has requested that each affected property owner adjacent to the proposed locations of the speed bumps be notified about the POA request to have speed bumps installed. Please respond via email with your approval or dissent to lisa.ampoa@gmail.com at your earliest convenience, but no later than May 30th.

Bronson E. Newburger Clarke Veneers and Plywood P.O. Box 4876 Jackson, MS 39296 Tel: (601)-366-0331

Fax: (601)-366-0334

Email: bronson@clarkeveneers.com

www.clarkeveneers.com | Like us on Facebook



On Fri, May 23, 2025 at 2:27 PM Lisa Paddleford lisa.ampoa@gmail.com> wrote:

Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a significant safety concern for our residents, particularly given the increasing number of young children living and playing along corridors where speeding is common. Specific routes have become preferred "shortcuts" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, sometimes ignoring stop signs. We must take action to discourage the use of our neighborhood as a thoroughfare.

Section 9. Itemc.



Lisa Paddleford < lisa.ampoa@gmail.com>

## Re: IMPORTANT - PLEASE READ!

1 message

Scott Cummings < slcummings01@yahoo.com> Lot 22 (orig location #6) To: Lisa Paddleford < lisa.ampoa@gmail.com>

Fri, May 23, 2025 at 1:22 PM

We approve of this plan.

Thanks. Scott Cummings

Sent from Yahoo Mail for iPhone

On Friday, May 23, 2025, 13:27, Lisa Paddleford < lisa.ampoa@gmail.com> wrote:

Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a significant safety concern for our residents, particularly given the increasing number of young children living and playing along corridors where speeding is common. Specific routes have become preferred "shortcuts" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, sometimes ignoring stop signs. We must take action to discourage the use of our neighborhood as a thoroughfare.

On Tuesday, August 15, 2023, the Alpine Town Council adopted Ordinance 2023-07 (https://www.alpinewy.gov/ordinance/ordinance-2023-07-traffic-calming-devices). Following the ordinance and discussions with Monica Chenault, Clerk of the Town of Alpine, we are honoring the Town's request to again inform you about the proposed locations of several strategically placed speed bumps throughout Alpine Meadows and to obtain your support for their installation.

## About the speed bumps:

The POA has selected a temporary type of speed bump that resembles those used in Jackson and Star Valley. These devices will be evident to oncoming vehicle and pedestrian traffic. If approved by the Town at its meeting on June 17th, they will be installed in time for the Fourth of July holiday. In the future, the Town will install speed bumps before Memorial Day, with removal scheduled to be completed in early November to facilitate snow removal.

Speed bump location strategy:

, ,
□ Please note that Speed Bumps #1 and #2, as shown on the attached map, cannot be installed
because Wintergreen Drive is considered a "connector road" and the Town ordinance prohibits
installation of such devices on this type of road.
☐ Columbine is the next best option for drivers seeking to bypass our streets and reach Old Alpine
Speed Bumps #3 and #4 will aim to deter drivers from taking this route.

☐ Speed Bump #5 will be a single speed bump at the bike path crossing on Oatgrass (#5 on the map)



Lisa Paddleford < lisa.ampoa@gmail.com>

## Re: IMPORTANT - PLEASE READ!

1 message

Matthew Grant <matthew.s.grant@gmail.com> Lot 123 (#5) To: Lisa Paddleford < lisa.ampoa@gmail.com>

Fri, May 23, 2025 at 12:37 PM

I am obviously in favor! Thanks.

On May 23, 2025, at 12:27 PM, Lisa Paddleford < lisa.ampoa@gmail.com > wrote:

Dear Alpine Meadows Property Owners,

Over the past couple of years, several residents of Alpine Meadows have collaborated with the Alpine Meadows Property Owners Association (POA) and the Town of Alpine to secure approval for installing traffic-calming devices, also known as speed bumps, in our neighborhood. After several delays, the POA is back on track to have the Town approve and install these speed bumps. Drivers who do not adhere to posted speed limits have become a significant safety concern for our residents, particularly given the increasing number of young children living and playing along corridors where speeding is common. Specific routes have become preferred "shortcuts" for heavy construction equipment, large trucks, and tourists who speed through our neighborhood, sometimes ignoring stop signs. We must take action to discourage the use of our neighborhood as a thoroughfare.

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#### Speed bump location strategy:

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because Wintergreen Drive is considered a "connector road" and the Town ordinance prohibits
installation of such devices on this type of road.

☐ Columbine is the next best option for drivers seeking to bypass our streets and reach Old Alpine. Speed Bumps #3 and #4 will aim to deter drivers from taking this route.

☐ Speed Bump #5 will be a single speed bump at the bike path crossing on Oatgrass (#5 on the map) between Columbine and Arnica Trail. With this placement, consideration is given to additional bypass routes that traffic might try to use as an alternative.

☐ Speed Bump #6 is intended to slow traffic driving the straight-away road.

#### What we need from you:



Lisa Paddleford <lisa.ampoa@gmail.com>

## Fwd: Traffic Calming Devices (Speed Bumps)

1 message

Shawn Ankeny <shawn@ankenyarchitecture.com>
To: Lisa Paddleford <lisa.ampoa@gmail.com>

Lot GO (#4) - new location based on boncern

#### Begin forwarded message:

From: Shawn <shawn@ankenyarchitecture.com>
Subject: Re: Traffic Calming Devices (Speed Bumps)

Date: March 17, 2024 at 11:08:41 AM MDT

To: Lisa Paddleford <lisa.ampoa@gmail.com>, Andy Ankeny <aankeny@clbarchitects.com>

Hi Lisal We object to the one in front of Lot 60.

Can this be located on someone else's lot that already has their driveway in? We may put a driveway where it is, we're not sure yet.

Please let me know. Please see my attached sketch. Thank you, Shawn

## oposed speed bump placement (approved by Alpine Fire Dept. Ch

Cloud you please move this to a house that already has



#### LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into effective as of the 18<sup>th</sup> day of June 2025, by and between the **TOWN OF ALPINE**, a Wyoming municipality, P.O. Box 3070, Alpine, Wyoming 83128 ("Landlord"), and the **ALPINE EDUCATION FOUNDATION, INC.**, a Wyoming public benefit nonprofit corporation, P.O. Box 2911, Alpine, Wyoming 83128 ("Tenant"); (Landlord and Tenant are sometimes individually referred to as a "Party" and collectively referred to as the "Parties").

**WITNESSETH**, that Landlord does by these presents lease to Tenant, and Tenant does by these Property Lease and accept from Landlord, the following described property, consisting of approximately 4 acres, located at portions of lot 10 and 11 of the Alpine West 2nd Addition Subdivision, Alpine, Wyoming, more particularly described as follows (the "Property"):

The real property to be leased is generally identified in the attached Exhibit A, with the understanding that the official legal description will be provided and attached as an addendum to this Lease upon completion and recording of the subdivision replat.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging.

Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

Lease of the Property is subject to the following terms and conditions, to-wit:

- 1. **LEASE TERM:** Subject to the CONDITIONS PRECEDENT contained in Paragraph 31 of this Lease Agreement, this Lease is for the term of five (5) years, commencing on the effective date of the Building Permit issued by the Town of Alpine, Wyoming (the "Commencement Date"), and ending five (5) years from the date of the Building Permit (the "Expiration Date"), both dates inclusive, unless sooner terminated as herein provided (the "Lease Term").
- 2. **RENT:** This Lease is made for and in consideration of, and Tenant agrees to pay to Landlord rent as follows: Rent in the amount of One Dollar (\$1.00) per year is payable in lawful money of the United States, all payments to be made in advance. The first such payment shall be due on the execution of this Lease, and subsequent payments shall be due on the 1st day of January each year. All rental payments shall be payable to and mailed to Landlord at the address provided herein, or such other place as Landlord may designate. in writing.
- 3. **SECURITY DEPOSIT:** No security deposit is required from the Tenant for this Lease.
- 4. **CONDITION OF PROPERTY:** At the Commencement Date, Tenant shall accept the Property AS IS, in its existing condition. No representation, statement, or warranty, expressed or

implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of such property. In no event shall Landlord be liable for any defect in such property or for any limitation on its use.

- 5. **LEGAL FEES AND EXPENSES:** Tenant shall pay and indemnify Landlord against all legal costs and charges, including legal fees lawfully and reasonably incurred, in obtaining possession of the Property after a default of Tenant, or after Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this lease, or by Landlord's enforcement of any covenants contained in this Lease.
- 6. **TENANT'S USES:** Tenant may only use and occupy the Property for construction and operation of a public charter school in accordance with the requirements of Wyo. Stat. Ann. §§ 21-3-301 et seq. and for no other purpose or purposes unless written consent has been approved by Landlord prior to the commencement of any other use; provided, however, that this limitation shall not preclude use of facilities for community and community recreation purposes.

Tenant shall not commit, nor suffer to be committed, any nuisance or other act or thing against public policy, or which may disturb the quiet enjoyment of anyone adjacent to the Property. Tenant agrees not to deface or damage the Property in any manner.

- 7. COVENANT OF QUIET ENJOYMENT: Tenant, upon payment of the rent herein reserved and upon performance of all the covenants of this Lease, shall at all times during this Lease term peaceably and quietly enjoy the Property without disturbance from Landlord or from any other person claiming through Landlord.
- 8. **COMPLIANCE WITH LAWS AND REGULATIONS:** In connection with its use and improvement of the Property pursuant to the terms of this Lease, Tenant, at Tenant's sole expense, shall comply with all applicable laws, orders, and regulation of Federal, State, and Municipal authorities, and with any direction of any public officer pursuant to the law.
- 9. **SURRENDER UPON TERMINATION:** On or before the Expiration Date, Tenant shall surrender the Property in as good condition as it was at the beginning of the term, reasonable wear and tear and damages by the elements excepted.

No later than one hundred twenty (120) days after Termination of the Lease, Tenant, at its cost, shall remove all building and/or structures from the Property.

10. **ALTERATIONS AND IMPROVEMENTS:** Tenant shall not commence any alterations, additions, or improvements to the Property until the plans therefore have been reviewed and approved in writing by Landlord.

Any such alterations, additions, or improvements made by Tenant shall become the property of Landlord upon the Expiration Date or other sooner termination of this Lease.

Tenant shall keep the Property free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and shall indemnify and save Landlord and the Property harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

- 11. **UTILITIES:** Tenant shall pay all charges for the installation and / or connection of utility services that may be required for Tenant's use of the Property, including electrical and telephone. Tenant shall be responsible for all utility charges in connection with Tenant's use of the Property, including electricity charges and telephone charges, water and sewer fees, and trash removal fees. Tenant shall be responsible for snow removal on the Property.
- 12. **REPAIRS AND MAINTENANCE:** Tenant shall, at Tenant's sole expense, keep the Property in at least as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall be responsible for ordinary and routine repair and maintenance of the Property, including but not limited to any and all alterations, improvements, and additions placed or installed by Tenant in or on the Property with the consent of the Landlord.

Tenant shall give Landlord prompt written notice of any accident to, or any defects in, the Property that may come to Tenant's notice, and shall first obtain the written consent of Landlord prior to making any substantial repairs or alterations to the Property.

Tenant shall be solely responsible for all costs associated with construction, operation, repair, and maintenance of the Property and all improvements located thereon for the duration of the Lease. Landlord shall have no obligation whatsoever for costs related to construction, repair, upkeep, or operation of the charter school or any related activities.

13. **TERMINATION UPON DEFAULT:** If any one or more events of default occurs, then Landlord has the right, at Landlord's election: (i) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Property will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the term; (ii) without further demand or notice, to reenter and take possession of the Property or any part of the Property, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or (iii) without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees, provided that Landlord will have no obligation to cure any such event of default of Tenant.

If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to rent and other amounts that would have been owing by Tenant for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any re-letting of the Property by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such re-letting.

Each of the following shall be deemed an "event of default" under this Lease: (i) Tenant defaults in the due and punctual payment of rent, and such default continues for fifteen (15) days after written notice from Landlord; however, Tenant will not be entitled to more than one (1) written notice for monetary default, and if after such written notice any rent is not paid when due, an event of default will be considered to have occurred without further notice; (ii) Tenant permanently vacates or abandons the Property; (iii) this Lease or the Property or any part of the Property are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within sixty (60) days after its levy; (iv) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; (v) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; or (vi) Tenant breaches any of the other agreements, terms, covenants, Conditions Precedent as contained in Paragraph 31, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

Upon termination for default, as contained in this Paragraph, the Tenant shall remove from the Property all buildings and/or structures within one hundred twenty (120) days of the issuance of a *Notice of Termination Upon Default*. Tenant, or in the event of insolvency of the Tenant, any creditor or bankruptcy trustee, or assignee of any obligation due by the Tenant, shall pay all costs associated with removal of all building and/or structures.

14. **INSURANCE:** Tenant shall maintain general liability insurance on the Property with limits of coverage as defined in the Wyoming Governmental Claims Act.

Tenant agrees that Tenant shall immediately notify and thereafter cause a full and complete report to be made to, Landlord of any and all injuries and accidents that occur in or the Property.

Each Party agrees to waive subrogation rights against the other Party to the extent of insurance coverage.

- 15. **INDEMNIFICATION:** Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, liabilities, or expenses arising out of any injury to persons or damage to property occurring on or about the Property or in connection with Tenant's use thereof, including any injury to students, employees, or invitees, regardless of cause, except to the extent caused by Landlord's willful misconduct.
- 16. **WAIVER OF BREACH:** No waiver of any breach of any term of this Lease shall be effective unless in writing, and any such waiver shall not bar the rights of Landlord or Tenant to declare a default under this Lease for any subsequent breach of any such term at any time thereafter.
- 17. **NEGATIVE COVENANTS OF THE TENANT:** Tenant covenants that Tenant will not do any of the following:
- A. Fail to observe a standard of reasonable care with regard to the repair, operation, and maintenance of the Property so as to create or fail to abate any situation which possesses a risk of injury to any person reasonably expected to come upon the Property, or to do or suffer to be done, anything objectionable to fire or other insurance companies which would cause those policies to be voided or suspended, or to cause the Property to be rated as a more hazardous risk than at the date when Tenant receives possession of the Property.
- B. Commit, or suffer to be committed by any person, any waste or nuisance upon the Property.
- 18. **ASSIGNMENT:** Landlord hereby agrees that Tenant may lease the Property to the Alpine Charter School, Inc. a Wyoming public benefit nonprofit corporation, for operation of a public charter school in accordance with the requirements of Wyo. Stat. Ann. §§ 21-3-301 et seq. Tenant shall not otherwise assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, nor sublet or permit the Property or any part thereof to be used by any other person or persons other than Tenant without the written consent of Landlord in each instance. Landlord shall have discretion as to approval of any proposed transferees or assignees. If this Lease is assigned, or if the Property or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may, after a default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein specified. No such assignment, sublet, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignees, subtenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of the covenants of this Lease. Upon any such assignment, subletting, or occupancy without Landlord's written consent, Landlord may elect to consider this Lease void and terminated. The consent by Landlord to an assignment or subletting shall not be construed as releasing Tenant from obtaining Landlord's consent in writing to any further assignment or subletting.
- 19. **NOTICES:** All notices, demands, or other writings provided to be given, made, or sent in this Agreement by either Party hereto to the other shall be deemed to have been fully given, made, or sent when made in writing and deposited in the United States mail, certified or registered mail,

postage prepaid, and addressed to the addresses specified above or as may be designated by either Party from time to time in writing in the same manner as provided herein.

- 21. **BINDING EFFECT:** This Lease shall extend to and be binding upon heirs, executors, administrators, successors, and assigns of Landlord and Tenant, and wherever reference is made to either Landlord or Tenant, it shall be held to include and apply also to the heirs, successors, executors, administrators and assigns of such Party.
- 22. **ATTORNEY'S FEES:** To the extent allowed under Wyoming law, if any person not a Party to this Lease institutes an action relating to the Property or this Lease against either Party in which the other Party, involuntarily and without cause, is made a Party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities by reason thereof, including attorney's fees and all costs incurred by Landlord in such action. If an action is brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Lease, or for the recovery or possession of the Property, the prevailing Party shall be entitled to recover from the other Party, as a part of the prevailing Party's costs, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.
- 23. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the Parties with respect to the subject matter hereof and cannot be changed or terminated orally, but only by an agreement in writing, signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.
- 24. **CONSTRUCTION OF THIS LEASE.** The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, as appropriate. Landlord and Tenant hereby agree that in the event any term, covenant, or condition herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein.
- 25. **TIME OF ESSENCE:** Time is of the essence in this Lease.
- 26. **SOVEREIGN IMMUNITY APPLICABLE.** Both Parties reserve all sovereign immunity applicable specifically retain immunity and all defenses available pursuant to Wyo. Stat. Ann. § 1-39-104 and all other applicable Wyoming laws.
- 27. **REASONABLE CONSENT.** Landlord agrees not to unreasonably withhold Landlord's approval or consent to any act of Tenant where such approval or consent is required by the terms of this Lease.

- 28. **THIRD-PARTY BENEFICIARY RIGHTS.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the Parties to this Lease, and shall inure solely to the benefit of the Parties to this Lease. The provisions of this Lease are intended only to assist the Parties in determining and performing their obligations under this Lease. The Parties to this Lease intend and expressly agree that only Parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.
- 29. **FAA COMPLIANCE AND HEIGHT LIMITATIONS.** Tenant agrees that no structure or improvement on the property shall exceed twenty feet (20') in height and shall fully comply with all federal aviation administration (FAA) regulations and guidance regarding approach zones and flight paths associated with the ALPINE AIRPARK.
- 30. **AIRPARK ACCESS AND NOISE WAIVER:** As a condition of this Lease, Tenant shall grant a recorded easement to the Alpine Airpark for any existing or future flight path for any claims related to aircraft noise, vibration, or overhead flight.
- 31. **CONDITIONS PRECEDENT:** This Lease shall not become effective unless and until the following conditions are satisfied to the Landlord's satisfaction:
  - (a) Tenant provides Landlord with a complete business plan, including proposed financials and funding sources;
  - (b) Tenant agrees to work with Town of Alpine on traffic impact studies, utility plans, and safety barrier designs, all at Tenant's sole cost;
  - € Tenant completes and pays for re-platting of the subject property;
  - (d) Tenant submits proposed drawings and elevations of all structures for review and approval by the Landlord;
  - € Tenant agrees to pay all water and sewer connection fees and installation costs;
  - (f) Tenant agrees in writing that the Town of Alpine shall have no financial, human capital, or in-kind contribution obligations toward the Tenant or its operations;
  - (g) Tenant agrees to allow one (1) representative of the Alpine Town Council's designee as member of the Alpine Education Foundation Board.
  - (h) In the event that any temporary structure is placed or stored on Town of Alpine Property pending the satisfactory completion of Conditions Precedent (a) (g) and issuance of the official building permit, the Tenant shall insure the structures against damage and/or loss and hereby agrees to indemnify and hold harmless the Town of

Alpine, Wyoming and its employees for any loss or injury to persons or property which may result from placement of temporary structures on Town of Alpine property.

32. **EXTENTION OF TERM OF LEASE:** This Lease may be extended for a period of one (1) school year, a school year being defined as the commencement of regular class schedule in August of a school year and terminating and the end of regular class schedule in June of the following year, upon the approval of the Governing Body of the Town of Alpine, Wyoming.

**IN WITNESS WHEREOF**, Landlord and Tenant have hereunto set their hands to be effective on the day and year first above written.

LANDLORD:	TOWN OF ALPINE,
a Wyoming municipality	
BY:	
ERIC GREEN, MAYOR	
ATTEST:	
MONICA CHENAULT, TO	OWN CLERK
STATE OF WYOMING	)
	) SS.
COUNTY OF LINCOLN	)

**ON THIS**, the 18<sup>th</sup> day of June 2025, before me, the undersigned, a Notary Public for the State of Wyoming, personally appeared **ERIC GREEN**, **MAYOR** of the **TOWN OF ALPINE**, a Wyoming municipality, who acknowledged that he executed the foregoing instrument on behalf of said Town.

<b>IN WITNESS WHEREOF</b> , I have hereunto set my hand and affixed my official seal on the d and year first above written.
NOTARY PUBLIC
My Commission expires:
TENANT:
ALPINE EDUCATION FOUNDATION, INC.,
a Wyoming public benefit nonprofit corporation
BY:
, CHAIR
STATE OF WYOMING )
) SS.
COUNTY OF LINCOLN )
ON THIS, the 18 <sup>th</sup> day of June 2025, before me, the undersigned, a Notary Public for the State
Wyoming, personally appeared, PRESIDENT of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the state of the property of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the state of the property of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the state of the property of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the property of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the property of the ALPIN EDUCATION FOUNDATION, INC., a Wyoming public benefit nonprofit corporation, where the property of the ALPIN EDUCATION FOUNDATION FO
acknowledged that he executed the foregoing instrument on behalf of said Company

<b>IN WITNESS WHEREOF</b> , I have hereunto set my hand and affixed my official seal on the day and year first above written.		
NOTARY PUBLIC		
My Commission expires:		

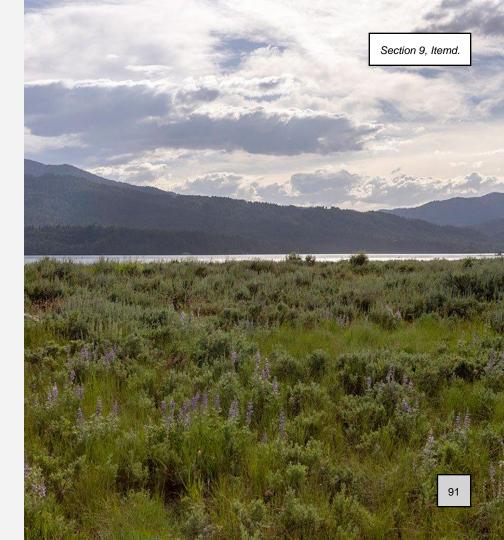
Exhibit A - LEASE AGREEMENT - TOWN OF ALPINE/ALPINE EDUCATION FOUNDATION



This map is made possible through a joint effort of the Major Rivers/Streams Major Water Bodies — US Highways Other Named Roads Offices of Lincoln County Planning & Zoning and the Assessor's Office. This map is for locational and Township & Range Lines Roads informational purposes only. No depiction should be — WY Highways Municipal Boundaries construed to be an official survey of land. data contained or depicted is neither Municipal Roads assumed. Always contact a qualified Section Lines County Roads ☐ Parcels (Approximate) confirmation of property boundaries.



ALPINE, WYOMING
PUBLIC CHARTER SCHOOL
Update



## **Board Members**

ALPINE EDUCATION FOUNDATION BOARD (Independent Entity)

Luke Astle	Alpine Resident, Father, Finance Director
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Dominique Brough Alpine Resident, Mother, Business Owner

Meredith Leonard Etna Resident, Mother, Operations & Design

Melissa Rochlitz Alpine Resident, Mother, Non-Profit Development

Open Seeking Additional Member

## Founding Community Members

## ALPINE SCHOOL BOARD

Dave Jenkins	Alpine Resident, Business Owner
Kelly Shackelford	Alpine Resident, Mother, Realtor
Melinda Dorian	Alpine Resident, Mother, Business Owner
Dave Burchard	Alpine Resident, Father, IT Professional, Search and Rescue Volunteer
Amy Wierda	Alpine Resident, Mother

# Board Meeting Information

**The Boards Meet** 

the 2nd Thursday of Every Month

At 6:00 PM (School Board)
At 7:00 PM (Foundation Board)

**Cobblestone Inn - Alpine, WY** 

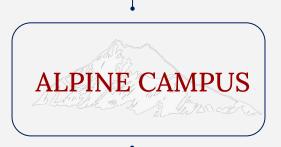
## School Support Network

Section 9, Itemd.





School Operations, Human Resources, Charter Development





## Local Alpine School Board

School Representation Formal Board of Community Members & Parents

# Site Considerations & Updates

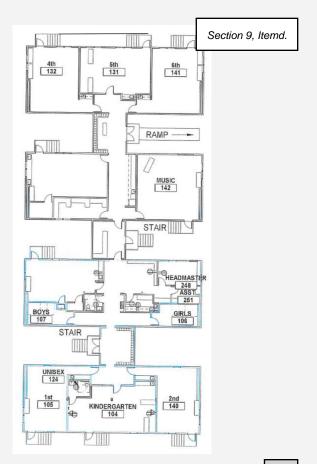
Section 9, Itemd.

- Local Architect Planning & Zoning
- Local Engineering Firm Traffic Study
  - Parking
  - Circulation
  - Required Entry & Exit Points
  - Snow Removal & Storage
- Neighboring Establishments
- Utilities
- Playground
- Fire Department
- School Safety Requirements
- Landscaping



## Proposed Site & Modular Layout





Modular Floor Plan
4 Modulars Purchased

## Exterior





## Interior









## Next Steps

## **Fundraise!** Fundraise! Fundraise!

- AEF 501c3 Status is still pending through the IRS
- Donations can be made to Top of the Rockies and earmarked for the Alpine - Wyoming Classical Academy
- Fundraising Events are in the works... Stay Tuned!

## **Modular Move**

- Starting June 21st
- Volunteers Needed

## **Informational Meetings**

- July 10th @ Wyoming Classical Academy
- Local Informational Meetings TBD

# Thank you!

Alpine Families

Future Students

Future Teachers

Local Businesses

Mama Grizzlies

Alpine Education Foundation

Alpine School Board



FW: Dissolve Charter Lease Immediate. We Reject Attempt to Install Academica.

From Monica Chenault <clerk@alpinewy.gov>
Date Thu 6/5/2025 1:35 PM
To Office <office@alpinewy.gov>

Please add this to the Public comment on Action items for the 17<sup>th</sup>.

Thank you,

Moniea L Chenault Clerk & Treasurer Town Of Alpine P.O. Box 3070 Alpine, WY 83128 (307) 654-7757

Website: www.alpinewy.gov

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

From: Eric Green <mayor@alpinewy.gov> Sent: Thursday, June 5, 2025 7:55 AM To: Monica Chenault <clerk@alpinewy.gov>

Cc: alpinetwnatty@silverstar.com

Subject: FW: Dissolve Charter Lease Immediate. We Reject Attempt to Install Academica.

FYI

From: Megan Rumsey < mgn.rmz@gmail.com > Sent: Thursday, June 5, 2025 12:44 AM

To: Eric Green < mayor@alpinewy.gov >

Subject: Dissolve Charter Lease Immediate. We Reject Attempt to Install Academica.

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 Mayor Green,

We, the concerned stakeholders, citizens of Alpine, Wyoming, express deep disappointment and outrage over your handling of the Alpine Charter School issue and your poor performance to protect us and move in the direction of solvency.

Your actions, along with those of Attorney Sanderson and certain council members, past and present, have not only been contrary to the best interests of our community but have also raised serious concerns about transparency, accountability, and the well-being of our town.

Concerns and objections are many. Those requiring immediate action:

- 1. Dissolve the Alpine Charter Lease Agreement: We demand that you dissolve the lease agreement, as it is null and void with the revocation of the American Preparatory Academy Charter. This groups failure to act in good faith has destroyed ability to work cooperatively with taxpayers in Alpine. We will contest this and use any and every remedy to reject this group from continuing to act in their own interest.
- 2. No Repayment of \$500k by Wyoming. We will not repay nor authorize the \$500k spend for the voluntary purchase of modulars. Even if the State allots this it's is inappropriate and unwarranted. The burden is on the group who decide to act and make purchases and take out loans their own wants and will. The charter school they represent was denied. They cannot assume we choose them to act for us. You are not

authorized to direct them in any way to spend on our behalf. This is a misappropriation of \$500k. We will not be yolked to thei and impulsive acts.

You have all colluded to obstruct and effectively bar Alpine from participation in the most consequential decision for Alpine. We want a school. There is not a preference for a charter school. Senator Dockstader and related have steered us into thinking there is a singular solution. We challenge this.

We suggest you advocate for Alpine to WCSAB. It should be explained that this purchase and loan was a risk. A voluntary action by Dave Jenkins and R. Hagedorn. We had no purview of this as it was done in collusion in clandestine manner. Any loan was not approved by the citizens of the town. Clerk Chennault said the town would not be encumbered. That you knew a continuation of this was going on without inviting our purview may likely be found as a serious dereliction, perhaps an offense.

Wyoming and Alpine should not bear the financial burden of this decision, which was made without our input or approval. Alpine should not suffer for your attempt to win favor or give preferential favor to "friends". This will cost us. We are not buying anything nor bearing any inconvenience of this encroachment on the residences nearby proposed area.

3. Rejection of Delivery of Modulars: We do not accept delivery of modulars and consider this a hostile occupation of our town land. Furthermore, we have concerns about the potential health hazards associated with modulars, including noise, isolation, and climate issues that can affect children's ability to concentrate. We do not wish to own or upkeep these. They do not hold value and present a health hazard due to potential mold.

We object to the entire process of the charter, and your action and failure of duty and willful negligence in misrepresenting our will as stakeholders from start to finish.

We dissent to the actions taken by you and certain council members past/present. We believe that the decision-making process surrounding the Alpine Charter School has lacked transparency and accountability, and we fear for the financial stability of our town.

Review below WY Statutes relating to failure to perform duty and potential remedy. We feel we are tasked to now take a fine tooth comb over every single action and analyze past doings as they determine the further intent of frauds and endangerments and willingness to put us in peril and subject us public health and safety hazards.

Further we need to analyze Melvins usage of water and how it might interfere with wells with the surrounding issue of gravel pit disruption to aquifer and other serious emergent issues. We need to revisit past agreements to view claim of errors or omissions. There is no reason to subsidize Melvin or Madness or Colby Cox. We have to ask if it's fulfilling the expected job creation or taking rather than adding to our town.

Money is most commonly appropriated by ordinance. Alpine stakeholders are burdened by financial mismanagement. We have every right to ask and analyze any budgetary item. Your healthcare is argued as a disproportionate ask. You would be wise to amend this until an ordinance can be considered.

Your implementation of around \$24k and \$22 without first going through customary transparent public procedure (for, is it, the maximum ask available?) and later addition insurance, is disproportionate. Innlifth that you are not even representing us we can reasonably view this misappropriation, as an unlawful ask, as unjustified excessive unconventional compensation.

Those funds should be returned and the budget should be corrected to reflect actual losses for accuracy and best practices. Please respect the processes required of your duty instead of searching for enticements to continue the task you took on. You chose this. If you are less than 100% committed and continue to be compromised, please step down.

You would have wanted to consider implications of your finances prior to pursuing this office especially given it was widely known your run was contested and the prior Mayor had many items of questions.

The WY DEQ has been asked to hold a public forum as have other entities. We appreciate your cooperation as the community is invested in our future with or without you.

Mr. Sanderson must speak out and voluntarily recall prior events pertinent to decisions. If he fails in his duty and leaves us vulnerable, like the gravel pit perhaps he presents an endangerment, has outlived his usefulness, is an impediment to progress and presents a hazard to our health and safety.

We are not making lemonade here. We ask for your best effort- to cut the dust of the gravel pit. To open and revisit the budget with real numbers

You are asked to correct all of this diligently, in full transparency, with applicable ordinances and procedure at your immediate possibility.

Regards,

Megan Rumsey

## Mayor compensation



Date: November 5, 2015 by: Kelley Shopp, Research Analyst

\*\*\*\*

Part I: Introduction

rt II: Legislative Componention Compar

A. Citizen Legislature Componention

R. Regional States Cognition Components art III: Legislator Constituent Service Allows

A. Legislator Narratives

B. District Maps and Tables et IV: Dected Official Componention Component

A. Top 5 Elected Official Compensation Compensation in Regional 5

Inp 5 Elected Officials Comprise
 County Elected Officials Solution

D. Cirico Torono Menoral Compoundio

ics/Irens City Council Computation

Witness Licentains Service States (2) To be Land - Christian Wiening (200)
Telephone (20), 75-791-14 (20), 75-560 - Exalt Telephone on a Wiening Up. September by a

#### 15SR002

PDF Document · 1 MB



title15

PDF Document · 584 KB

# ETHICS AND CONFLICT OF INTEREST



## A HANDBOOK FOR MUNICIPAL OFFICIALS

If the law tells you what you should not do, ethics tells you what you should do, and morals tell you what to aspire to do.

Wyoming Association of Municipalities Revised November 2014

Ethics and Conflict of Interest -Handbook for Municipal Officials PDF Document · 22.6 MB



Tavern, LLC v. Town of Alpine law.justia.com



### COUNCIL MEETING MINUTES

DATE: November 15, 2022 PLACE: Town Council Chambers

TIME: 7:00 p.m. TYPE: Regular Meeting

 CALL TO ORDER: Mayor Lutz called the meeting to order at 7:00 p.m. Mayor Lutz led the attendees in the Pledge of Allegiance.

 ROLL CALL: The roll call was conducted by Ms. Sharon Backus, Clerk/Treasurer. Council Present: Andrea Burchard, Frank Dickerson, Justin Fritz, Jeremy Larsen and Mayor Lutz. A quorum of the Council was established.

#### 3. ADOPT THE AGENDA:

Councilman Larsen moved to adopt the agenda. Councilman Fritz seconded the motion. There was no discussion. Vote: 5 Yes, 0 No, 0 Abstain, 0 Absent. Motion Carried.

#### 4. APPROVAL OF CONSENT AGENDA:

Town Council Meeting Minutes – October 18, 2022

Planning and Zoning Commission Minutes – October 11, 2022 and October 25, 2022

Payment of Town Bills – See Attached Check Detail of Bill Payments

Approval of WYDOT TAP Project CD20303 Reimbursement Request # 14 of \$10,080.80

Councilman Larsen moved to approve the Consent Agenda. Councilman Fritz seconded the motion. There was no discussion. Vote: 5 Yes, 0 No, 0 Abstain, 0 Absent. Motion Carried. The aforementioned Ordinance may be viewed in the Town Office or on the website at alpinewy.org

Mayor Lutz asked Mr. James Sanderson, Town Attorney to read his memo regarding the Logo Change from 2021 into the record for the benefit of the public. The memo follows:

MEMO

TO:

Hon. Mayor Lutz

Governing Body of Alpine, WY

FROM:

James K. Sanderson

RE:

Public Meetings and the Town Logo

DATE:

November 14, 2022

Town Council Meeting Minutes November 15, 2022 Page 1 of 13



2024 Wyoming Statutes :: Title 16
- City, County, State and Local
Powers :: Chapter 4 - Uniform
Municipal Fiscal Procedures;
Public Records, Documents and
Meetings :: Article 4 - Public
Meetings :: Section 16-4-403 Meetings to Be Open;
Participation by Public; Minutes,
law.justia.com



2024 Wyoming Statutes :: Title 6 - Crimes and Offenses :: Chapter 5 - Offenses Against Public Administration :: Article 1 - Ffenses by Public Officials :: Section 6-5-107 - Official Misconduct; Penalties. law.justia.com



2024 Wyoming Statutes :: Title 35
- Public Health and Safety :: Chapter 1 - Administration :: Article 1 - In General :: Section 351-103 - Neglect or Failure of Officials to Perform Duty.
law.justia.com

From: Haley Heinz <heinz.hale@gmail.com>

Sent: Saturday, June 7, 2025 5:19 PM

**To:** Eric Green <mayor@alpinewy.gov>; Emily Castillo <emilyrosewy@protonmail.com>; Shay Scaffide <shayscaffide@gmail.com>; Jeremy Larsen <jlarsen@alpinewy.gov>; Andrea Burchard <aburchard@alpinewy.gov>; janine.teske@wyoboards.gov; cindy.delancey@wyoboards.gov; fred.vonahrens1@wyoboards.gov; john.masters@wyoboards.gov; alan.buss@wyoboards.gov; doug.chamberlain1@wyoboards.gov; joseph.feiler@wyoboards.gov; john.wahler@wyo.gov; elaine.marces@wyo.gov

Cc: Monica Chenault <clerk@alpinewy.gov>

Subject: Urgent Concerns Regarding Alpine Charter School's Approval Process

Dear Wyoming Charter School Authorizing Board, Alpine Town Council Members, and Mayor Green,

My name is Haley Heinz, and I am a long-time educator in Wyoming with eight years of experience in public schools. More importantly, I am a resident of Alpine, Wyoming, and I am writing to express my serious concerns regarding the approval process for the Alpine Charter School.

I have been closely following the developments of this project and, while I appreciate the revocation of American Preparatory Academy (APA) as the charter school provider, I am still left with numerous questions and reservations about the path forward. Most notably, I am troubled by the potential partnership with Academica and its ties to Opportunity Education. A quick review of Joe Ricketts, the founder and CEO, raises concerns about his involvement in controversial real estate developments in Bondurant and Pinedale, Wyoming—both communities have voiced significant opposition to his projects. Given his history, I ask: how confident are you that Academica's involvement will not bring similar issues to our town?

Additionally, during the public hearing in September 2024, several community members voiced concerns about the original plan for a simple, cost-effective stick building. At that time, we were promised a transparent, well-thought-out process. However, now it appears the solution is to place modular buildings and to do so with a special use permit that bypasses the town's Land Use Development Code. Can you clarify how this decision aligns with the original community assurances, especially considering the funds allocated for this project? How can the town justify this deviation from what was initially promised to the public?

For the Town Council and Mayor Green, I am particularly concerned about the plot of land behind the fire department where the modular buildings are proposed. While other locations, including near the sewer and Melvin Brewing, were considered, but not granted because Dave Jenkins worried it wouldn't pass the traffic study- that he never did! The decision to place the school near one of Alpine's largest residential neighborhoods raises valid questions about safety and community impact, yet there seems to be little effort to address these concerns in a meaningful way. The optics of granting prime land to the charter school without a comprehensive traffic study and without full consideration of the

community's needs and feedback are troubling, especially knowing they didn't want the land by the sewer.

Mayor Green, in <u>our email exchange</u> from December 2024, I commended you for requesting vital information, such as traffic studies and enrollment studies. However, these essential documents are still missing. How can the project move forward without these crucial assessments? It is disheartening to see that the concerns raised by the community, myself included, remain unaddressed.

Lastly, it is concerning that the Alpine Charter Board, despite having the opportunity to purchase land, has instead resorted to placing temporary modular buildings on town land. These buildings, which may not meet the community's expectations for a safe and lasting educational environment as they are rumored to have mold and to have never been inspected, are a poor substitute for the robust, permanent structure that Alpine children deserve. I ask you to consider halting this project until a proper, permanent solution is found; one that aligns with the values and aspirations of our town.

In conclusion, I urge any of you on the Wyoming Charter School Authorizing Board, the Town Council, and/or Mayor Green to take a step back, listen to the community's concerns, and ensure that this project is done with the long-term welfare of Alpine's children and families in mind. Alpine deserves a school it can be proud of—one that serves our children's needs for generations to come, not just a temporary fix.

Thank you for your time and attention to this critical matter. Haley Heinz
Alpine Resident

Mr. John Wahler or Ms. Elaine Marces, could you please forward this email to Mr. Steven Lupien as his email is not provided on your website? Thank you.

Clerk Chenault, could you please enter this into the public record? Additionally, Councilwoman Scaffide's email isn't listed on your website like the other members. Could this be fixed? Thank you.

From: Haley Heinz <heinz.hale@gmail.com>

Sent: Monday, June 9, 2025 5:25 PM

To: Eric Green <mayor@alpinewy.gov>
Cc: Monica Chenault <clerk@alpinewy.gov>

Subject: Re: Urgent Concerns Regarding Alpine Charter School's Approval Process

Dear Mayor Green,

While I have only lived in Alpine for two years, my husband is a proud graduate of LCSD schools (elementary through high school) and we moved back here with a strong sense of commitment to this community. We care deeply about Alpine and its future.

To suggest that my concerns are less valid because I do not have children is not only deeply personal, but also inappropriate. Many residents, parents or not, are engaged taxpayers and community members who care about how public land is used and how decisions impact the integrity and future of Alpine. I respectfully caution against using parental status as a qualifier for civic engagement. You don't know what someone may be going through privately, and this kind of rhetoric shuts people out of the conversation instead of bringing them in.

Regarding your question about solutions, I've laid out specific concerns about the charter proposal, including the fact that it violates our Land Use and Development Code and requires the donation of public land. I've also cited data from the National Center for Charter School Accountability showing that 26% of charter schools close within five years, and 55% within twenty. As someone earning a Master's degree in Educational Leadership, I believe Alpine deserves something stable, accountable, and publicly governed.

If we're serious about increasing school access for Alpine families, I would strongly support working with LCSD to expand the Etna Elementary School into a full K–6 campus. That's a viable, long-term solution that doesn't require circumventing the LUDC or gambling on a charter model with a high national failure rate. I encourage you to push for that option with Superintendent Erickson and Senator Dockstader.

Lastly, I've offered more than once to meet and discuss this constructively. One instance was on October 9, 2024, and the other was on April 17, 2025.

A superintendent I once worked with and had as a mentor had a guiding principle: "We do what's best for kids." I encourage you to ask yourself the same question as you prepare to vote next Tuesday.

Sincerely, Haley Heinz Alpine Resident & Wyoming Public School Teacher

# ORDINANCE NO. 2025-009 TOWN OF ALPINE AMENDED BUDGET FOR FISCAL YEAR 2025

AN ORDINANCE FOR THE TOWN OF ALPINE, COUNTY OF LINCOLN, STATE OF WYOMING, AMENDING AND APPROVING THE ANNUAL BUDGET AND APPROPRIATIONS FOR FISCAL YEAR 2025, BEGINNING ON JULY 1, 2024 AND ENDING ON JUNE 30, 2025, PURSUANT TO WYOMING STATUTE 16-4-101.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Alpine that the Town of Alpine, Amended Budget and Appropriations for Fiscal year 2025 is hereby adopted, approved, and shall be transmitted to the Wyoming Authorities as required by statute. This Ordinance shall be in full force and effect from and after the passage on three reading and published as required by law.

#### GENERAL FUND REVENUE

Tax Revenue	\$1,741,300.00
Licenses and Permits	\$164,250.00
Charges for Services	\$276,500.00
Intergovermental Revenue	\$132,000.00
Fine & Penalties	\$1,000.00
Other Revenue (Includes PYFB)	\$297,240.00
TOTAL GENERAL FUND REVENUE	\$2,612,290.00

#### GENERAL FUND EXPENDITURES

Mayor & Council	\$54,000.00
Administration	\$475,250.00
Court	\$11,775.00
Travel & Tourism	\$164,250.00
Planning & Zoning	\$266,700.00
Information Center	\$52,450.00
Streets	\$327,000.00
Law Enforcement	\$156,400.00
Facilites	\$175,550.00
Parks	\$175,500.00
Events	\$97,750.00
Business & Community Development	\$81,000.00
Capital Outlay	\$172,000.00
Debt Service	\$363,000.00
TOTAL GENERAL FUND EXPENDITURES	\$2,572,625.00

#### WATER FUND REVENUE

Operating Revenue	\$749,120.00
Grant Income	\$50,000.00
Other Income	\$49,000.00
Prior Year Fund Balance	\$16,000.00
TOTAL WATER FUND REVENUE	\$864,120.00

# ORDINANCE NO. 2025-009 TOWN OF ALPINE AMENDED BUDGET FOR FISCAL YEAR 2025

Section 9, Iteme.

#### WATER FUND EXPENDITURES

Administraton	\$90,500.00
Field Operations	\$539,750.00
Capital Outlay	\$205,000.00
Debt Service	\$29,000.00
TOTAL WATER FUND EXPENDITURES	\$864,250.00

#### WASTEWATER FUND

Operating Revenue	\$979,000.00
Grant Income	\$0.00
Other Income	\$45,000.00
Prior Year Fund Balance	\$1,570,000.00
TOTAL WASTEWATER FUND REVENUE	\$2,594,000.00

#### WASTEWATER FUND EXPENDITURES

Administraton	\$89,600.00
Collections	\$242,600.00
Pre-treatment	\$35,500.00
Wastewater Treatment Plant	\$718,100.00
Capital Outlay	\$1,222,500.00
Debt Service	\$285,000.00
TOTAL WASTEWATER FUND EXPENDITURES	\$2,593,300.00

First Reading: May 20, 2025 Second Reading: June 3, 2025 Third Reading: June 17, 2025

Passed, Approved, and Adopted on this 17th day of June, 2025

Signed: Attest:

# ORDINANCE NO. 2026-010 TOWN OF ALPINE BUDGET FOR FISCAL YEAR 2026

AN ORDINANCE FOR THE TOWN OF ALPINE, COUNTY OF LINCOLN, STATE OF WYOMING, ADOPTING AND APPROVING THE ANNUAL BUDGET AND APPROPRIATIONS FOR FISCAL YEAR 2026, BEGINNING ON JULY 1, 2025 AND ENDING ON JUNE 30, 2026, PURSUANT TO WYOMING STATUTE 16-4-101.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Alpine that the Town of Alpine, Budget and Appropriations for Fiscal year 2025 is hereby adopted, approved, and shall be transmitted to the Wyoming Authorities as required by statute. This Ordinance shall be in full force and effect from and after the passage on three reading and published as required by law.

#### GENERAL FUND REVENUE

Tax Revenue	\$1,731,500.00
Liscenses and Permits	\$171,800.00
Charges for Services	\$280,500.00
Intergovermental Revenue	\$444,000.00
Fine & Penalties	\$5,000.00
Other Revenue	\$41,000.00
Prior Year Fund Balance	\$581,750.00
TOTAL GENERAL FUND REVENUE	\$3,255,550.00

#### GENERAL FUND EXPENDITURES

Mayor & Council	\$55,000.00
Administration	\$481,750.00
Court	\$25,300.00
Travel & Tourism	\$211,206.00
Planning & Zoning	\$254,000.00
Information Center	\$0.00
Streets	\$529,500.00
Law Enforcement	\$186,750.00
Facilites	\$282,250.00
Parks	\$242,500.00
Events	\$86,075.00
Business & Community Development	\$10,000.00
Capital Outlay	\$552,000.00
Debt Service	\$339,000.00
TOTAL GENERAL FUND EXPENDITURES	\$3,255,331.00

#### WATER FUND REVENUE

Operating Revenue	\$772,000.00
Grant Income	\$877,000.00
Other Income	\$36,000.00
Prior Year Fund Balance	\$285,000.00
TOTAL WATER FUND REVENUE	\$1,970,000.00

#### Section 9, Itemf.

# ORDINANCE NO. 2026-010 TOWN OF ALPINE BUDGET FOR FISCAL YEAR 2026

#### WATER FUND EXPENDITURES

Administraton	\$130,500.00
Field Operations	\$637,500.00
Capital Outlay	\$1,170,000.00
Debt Service	\$29,000.00
TOTAL WATER FUND EXPENDITURES	\$1,967,000.00

#### WASTEWATER FUND REVENUE

TOTAL WASTEWATER FUND REVENUE	\$1,921,000.00
Prior Year Fund Balance	\$935,000.00
Other Income	\$36,000.00
Grant Income	\$0.00
Operating Revenue	\$950,000.00

#### WASTEWATER FUND EXPENDITURES

Administraton	\$116,500.00
Collections	\$366,600.00
Pre-treatment	\$196,000.00
Wastewater Treatment Plant	\$504,000.00
Capital Outlay	\$470,000.00
Debt Service	\$265,000.00
TOTAL WASTEWATER FUND EXPENDITURES	\$1,918,100.00

First Reading: May 20, 2025 Second Reading: June 3, 2025 Third Reading: June 17, 2025

Passed, Approved, and Adopted on this 17 day of June, 2025.

Signed: Attest:



# TOWN OF ALPINE, WYOMING RESOLUTION 2025-020

# A RESOLUTION ADOPTING AND ACCEPTING THE MILL LEVY TAX BASE OF FIVE (5) MILLS FOR THE FISCAL YEAR 2026

WHEREAS as provided by Article 15, Section 6 of the Wyoming Constitution, municipal governments are authorized to levy a maximum of eight (8) mills on the real property and improvements located with their town boundaries; and

**WHEREAS** it is the understanding of the Alpine Town Council that the Alpine Fire District will be requesting three (3) mills of the eight (8) mills available from the County, thereby reducing the total amount available to the Town of Alpine to five (5) mills.

**WHEREAS** the Town of Alpine has determined that the maximum authorized mill levy of five (5) mills is necessary and required to assist the Town of Alpine in meeting its financial responsibilities and liabilities.

**NOW THEREFORE BE IT RESOLVED** that the Town of Alpine shall hereinafter be imposed a tax levy of five (5) mills on each and every dollar of the assessed valuation of the land and real property within the town boundaries of the Town of Alpine for the Fiscal Year 2025, July 1, 2024 – June 30, 2025.

**BE IT FURTHER RESOLVED** that Eric Green, Mayor of the Town of Alpine, is hereby authorized to sign this resolution and that it is hereby accepted in its entirety and will be effective immediately with the passage of this resolution.

OTE:YES	, NO,	ABSTAIN,	ABSENT
			SIGNED:
			Eric Green, Mayor of Alpine
TTEST:			
Monica L. Chena	ult, Town Cle	rk/Treasurer	



# TOWN OF ALPINE, WYOMING RESOLUTION 2025-023

# A RESOLUTION AUTHORIZING THE TOWN OF ALPINE TO APPLY FOR AN INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) GRANT TO PROVIDE MATCHING FUNDS FOR THE AWARDED SSFA GRANT AS BUDGETED IN THE FY 2026 TOWN OF ALPINE BUDGET

**WHEREAS**, the Town of Alpine was awarded a Safe Streets for All (SSFA) Grant to for a Town of Alpine Transportation Safety Action Plan and Highway 89 Demonstration Project; and;

WHEREAS, the awarded SSFA Grant requires matching funds as a condition of the award; and;

**WHEREAS**, the Infrastructure Investment and Jobs Act (IIJA) offers grant funding opportunities to assist municipalities with infrastructure project costs, including the provision of required matching funds; and

**WHEREAS**, it is in the best interest of the Town of Alpine to pursue IIJA grant funding to help meet the matching requirements of the awarded SSFA Grant;

# NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

- 1. The Town of Alpine is hereby authorized to apply for grant funding through the Infrastructure Investment and Jobs Act (IIJA) to provide matching funds for the awarded SSFA Grant.
- 2. The Town Clerk is authorized to prepare and submit the grant application, execute related documents, and take all actions necessary to complete the application process and administer the grant, if awarded.
- 3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025					
VOTE:	_YES,	NO,	ABSTAIN,	_ABSENT	
				SIGNED:	
ATTEST:				Eric Green, Mayor of Alpine	
Monica L.	Chenault, To	own Clerk	Treasurer		



Order Form - 06/05/2025 Account Name: Town of Alpine, Wyoming Contact Information: Billing Information: Gina Corson Gina Corson Planning & Zoning Administrator Planning & Zoning Administrator 250 River Circle 250 River Circle Alpine, WY 83128 Alpine, WY 83128 planning@alpinewy.gov planning@alpinewy.gov Contract Term: Components to be Implemented Code Enforcement Billing Cycle: Annual V Permitting Billing Schedule: Upon Contract Signing ablaPlanning & Zoning Service Term Starts: 07/01/2025  $\nabla$ **Business Licensing** Service Term Ends: 06/30/2026 Fees: 8 User Subscriptions \$2,400.00 per named user per year \$19,200.00 Project Management, Training, and Implementation \$1,500.00 per user \$12,000.00 **Data Migrations** Casell for Business Licenses, 1 Spreadsheet \$2,500.00 Integrations and Services GIS Integration (One-way) \$10,000.00 **XpressBillPay** \$0.00 **Total 1st Year Fees** \$43,700.00 **Each Additional Year Fees** \$19,200.00 I authorize Online Solutions, LLC to invoice as per the above information. Online Solutions, LLC "Citizenserve": Customer: Authorized Signature Authorized Signature

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Print or Type Name of Signatory

Address: 1101 E. Warner Road, Suite 160

Tempe, AZ 85284

**Execution Date** 

Page 1 of 6

Print or Type Name of Signatory

Alpine, WY 83128

Address: 250 River Circle

**Execution Date** 



#### SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Town of Alpine, Wyoming ("Customer") with its principal place of business at 250 River Circle, Alpine, WY 83128 is made effective as of 07/01/2025 ("Effective Date").

#### 1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

The subscription will begin on the date specified in the order form, which is the date Citizenserve will begin providing services. On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, security, and performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively, as described in the Citizenserve Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

#### 2. OWNERSHIP:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership, nor any other rights in or to the software, service, and related documentation. All title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

#### 3. DATA MIGRATION:

For implementations requiring the migration of legacy data, Citizenserve staff will perform the data migration by module /function. The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is critical that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

#### 4. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to back up and keep the Service and Authorized Website(s) in operation, consistent with applicable industry standards, and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### 5. ADDITION OF NEW USERS

New users added by Customer before the renewal date will be prorated to the term of the subscription at the current subscription rate. Setup costs may be applied for each new user.

Customer must notify Citizenserve of any user additions that result in a user count that is higher than Customer's subscription. If Customer adds new users and goes over the number of users specified in their subscription, Citizenserve will invoice Customer for any users above this user count. Setup costs may be applied for each new user.



#### 6. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement. Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested. Provisions of this Agreement regarding Ownership, Liability, Confidentiality, and Miscellaneous will continue to survive.

#### 7. NO THIRD-PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights, or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this agreement.

#### 8. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms, and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

#### 9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to: all information, knowledge, or data not generally available to the public that is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or having unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

#### 10. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming.

Citizenserve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

#### 11 ACCEPTANCE:

Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.







Section 9, Itemi.

	Online Solutions, LLC "Citizenserve"	Customer: Customer
Date:		Date:
Signature:		Signature:
Name:	Jim Garvey	Print Name:
Title:	Manager	Title:



#### CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Method. Citizenserve will use an agile methodology to engage in the implementation.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve implementation manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve implementation manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the implementation manager. The Citizenserve implementation manager will familiarize the Customer's team members on Citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with Citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Migration. Citizenserve staff will perform the data migration by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be migrated, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

**Training.** Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

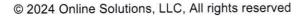
After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within one hour; urgent requests receive a response within 15 minutes.



## Appendix A - Citizenserve existing payment processors

PAYMENT PROCESSOR		OPTIONS AVAILABLE				
	Credit Cards	Checks	Payments on Permits & Licenses	Payments on Activities	Single payment for multiple items (permits, licenses, activities, etc.)	
ACI Universal - CoBrand+ API With Postback	Yes	Yes	Yes	Yes	Yes*	
Authorize.net - REST API	Yes	Yes	Yes	Yes	Yes*	
Hancock Whitney Transactis BIQ SHO Version 7.0	Yes	No	Yes	No	No	
Bluefin PayConex QSAPI3.8	Yes	Yes	Yes	No	No	
City Hall Systems Secure Pay eCart API	Yes	Yes	Yes	No	No	
Civitek WPS Paynow	Yes	Yes	Yes	Yes	No	
Converge - "Key Value" Pair API dated Nov-2014	Yes	Yes	Yes	No	Only for Permits/Licenses	
CyberSource Simple Order API	Yes	Yes	Yes	Yes	Yes	
EGov Strategies LLC Rest API	Yes	Yes	Yes	No	No	
HP ETS Money Ver 3.0	Yes	No	Yes	Yes	No	
Forte Web Services V3	Yes	Yes	Yes	Yes	Yes*	
GovPayNet - Web Services API 1.8	Yes	No	Yes	No	No	
Heartland Bolletta Pay	Yes	Yes	Yes	No	No	
InvoiceCloud Web Services V2	Yes	Yes	Yes	No	No	
JetPay Magic REST API	Yes	Yes	Yes	No	No	
Kubra EZ-Pay	Yes	Yes	Yes	No	No	
MuniciPay - Form POST	Yes	Yes	Yes	No	No	
NIC Inc - Common Checkout Page (CCP)	Yes	Yes	Yes	No	No	
OpenEdge Host Pay ver1.0	Yes	Yes	Yes	No	No	
HP Paybill web services v4.0	Yes	No	Yes	No	No	
First Billing Payeezy ver1.1 - Hosted Page	Yes	Yes	Yes	No	No	
Paya Payconnect - REST API	Yes	Yes	Yes	No	No	
Paymentus Web Services Payment API	Yes	Yes	Yes	No	No	
Paypal PayFlow Pro API	Yes	Yes	Yes	Yes	No	
Point and Pay API3.2.8	Yes	Yes	Yes	No	No	
PlugnPay - Iframe Hosted Page Solution	Yes	No	Yes	No	Only for Permits/Licenses	
Payment Services Network PSN Auto Auth API	Yes	Yes	Yes	No	No	
Unibank RTI v2.0 (unibank)	Yes	Yes	Yes	No	No	
Value Payment Systems REST API (VPS)	Yes	Yes	Yes	No	No	
XPRESS BILL PAY Secure API	Yes	Yes	Yes	Yes	No	

<sup>\*</sup>Currently this integration allows a single payment for multiple permits and licenses only, activities are not included. We can add this to the integration at no cost, however, additional time may be required to include the multiple payments on activities option.



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# TOWN OF ALPINE, WYOMING RESOLUTION 2025-022

# A RESOLUTION ADOPTING THE UPDATED EMPLOYEE POLICY & PROCEDURE MANUAL

**WHEREAS**, the Town Council of the Town of Alpine, Wyoming, after thorough review and consideration, recognizes the importance of maintaining clear and current personnel policies to guide the conduct and operation of Town employees;

**WHEREAS**, the Town has recently completed an update to its Employee Policy and Procedure Manual to reflect changes in law, best practices, and organizational needs;

**WHEREAS**, it is the intent of the Town Council to formally adopt the updated Manual, thereby designating it as the official edition of Town personnel policies and procedures;

# NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ALPINE, WYOMING, THAT:

#### 1. Adoption of Manual

The Town Council hereby adopts the updated Town of Alpine Employee Policy and Procedure Manual, dated June 17, 2025, in its entirety, and designates it as the official personnel policy manual of the Town.

#### 2. Effective Date

This Resolution shall be effective immediately upon adoption.

#### 3. Supersedure

Upon its effective date, the updated Manual supersedes any and all prior versions of the Employee Policy and Procedure Manual previously adopted or adopted by reference by the Town.

## 4. Implementation

Town staff and officials are directed to distribute the updated Manual to all current employees and provide access to new employees as part of orientation.

OTE:YES,	_ NO, ABSTA	IN, ABSENT
		SIGNED:
ATTEST:		Eric Green, Mayor of Alpine
Ionica L. Chenault,	Town Clerk/Treasure	- -



# **Employee Policy and Procedure Manual**

This document is intended as a guide for the efficient and professional performance of your job. Nothing herein contained shall be construed to be a contract between the employer and the employee. Additionally, this document is not to be construed by any employee as containing binding terms and conditions of employment. The Town of Alpine retains the absolute right to terminate any employee at any time, with or without good cause. The Town of Alpine retains the right to change the contents of this document as it deems necessary, in accordance with applicable law.

Updated 07-29-11

Updated 04-19-16 Updated 03-20-18

Updated 02-18-20

Updated 02-21-23

Updated 06-17-25

This manual replaces all previous manuals and supersedes all earlier oral or written materials about The Town of Alpine policies and procedures. The Town of Alpine reserves the right to changes, add, or

#### Introduction

The Town of Alpine Policy and Procedure Manual describes important information about this entity. I understand that I should consult with the mayor regarding any questions not answered in the Manual.

Since the information, policies, procedures, and benefits described in the Manual are subject to change, I acknowledge that revisions may occur, and I understand that such revisions may supersede, modify or eliminate existing policies. I further understand and agree that I will be bound by any such revisions during the term of my employment with the Town of Alpine. I further understand that any revisions or exceptions to the information in this manual will be in writing and approved by the Council of the Town of Alpine.

The rules, policies, procedures and benefits described in this manual supersede the terms of any previous rules, policies, procedures and benefits.

#### **At-Will Employment Statement**

Your employment with The Town of Alpine is a voluntary one and is subject to termination by you or The Town of Alpine at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of The Town of Alpine employees.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the Town of Alpine.

These personnel policies are not intended to be a contract of employment or a legal document.

I acknowledge that I have read the Town of Alpine Policy and Procedure Manual and understand my rights and responsibilities as an employee of the Town of Alpine as outlined therein. Further, I specifically agree to abide by the policies as set forth in the Policy and Procedure Manual.

Employee Name (Printed)	Date
Employee Signature	Date

Town Of Alpine Policy and Procedure Manual

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#### **Confidential Information & Conflict of Interest**

## **Confidentiality**

It is the policy of the Town of Alpine that employees of the Town of Alpine may not disclose, divulge, or make accessible confidential information belonging to, or obtained through their affiliation with the Town of Alpine to any person, including relatives, friends, and business and professional associates, other than to persons who have a legitimate need for such information and to whom the Town of Alpine has authorized disclosure.

Employees shall use confidential information solely for the purpose of performing services as an employee for the Town of Alpine. This policy is not intended to prevent disclosure where disclosure is required by law.

Employees, volunteers and contractors must exercise good judgment and care at all times to avoid unauthorized or improper disclosures of confidential information. Conversations in public places, such as restaurants, elevators, and public transportation, should be limited to matters that do not pertain to information of a sensitive or confidential nature. In addition, employees should be sensitive to the risk of inadvertent disclosure and should for example, refrain from leaving confidential information on desks or otherwise in plain view and refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorized persons.

Upon the termination of an employee's, volunteer's or contractor's relationship with the Town of Alpine, he or she shall return, at the request of the Town of Alpine, all documents, papers, and other materials, regardless of medium, which may contain or be derived from confidential information, in his or her possession.

### **Conflict of Interest**

No employee may engage in any activity or enterprise which conflicts with his/her duties as an employee of the Town of Alpine or with the duties, functions, and responsibilities of the department in which he/she is employed.

Anyone with a conflict of interest must provide 72 hours written advance notice of the conflict to the governing body. Failure to disclose a conflict of interest may be grounds for immediate dismissal.

#### **Anti-discrimination & Harassment**

## **Equal Opportunity Policy**

The Town of Alpine provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training, social, and recreational programs. All such employment decisions will be made without unlawful discrimination on any prohibited basis. The Town of Alpine will make reasonable accommodations for disabled employees and prohibits discrimination based on disability in accordance with the Americans with Disability Act of 1990.

It is also the Town of Alpine's policy to comply with all applicable laws prohibiting discrimination in employment. This includes Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the American with Disabilities Act of 1990, and any other applicable federal, state, and local statutory provisions.

## **Policy Prohibiting Harassment and Discrimination**

The Town of Alpine strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy. This policy applies to all phases of employment.

#### **Prohibited Behavior**

The Town of Alpine does not and will not tolerate any type of harassment of our employees or applicants for employment. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to epithets, derogatory comments, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, nation origin, age, disability, maternal status, military service status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct us as: sexual advances, request for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- is made an explicit or implicit condition of employment
- is used as the basis for employment decisions
- unreasonably interferes with an individual's work performance, or

• creates an intimidating, hostile or offensive working environment

The types of conduct covered by this policy include demands or subtle pressure for sexual favors accompanied by promise of favorable job treatment or a threat concerning employment.

Specifically, prohibited behavior includes sexual behavior such as:

- repeated sexual flirtations, advances or propositions
- continued and repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's appearance or displaying sexually suggestive objectives or pictures including cartoons and vulgar email messages
- any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body

## Harassment by Non-employees

The Town of Alpine will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace.

Complaint procedure and Investigation:

An employee may select the procedure under which the harassment complaint will be filed. The varieties of ways which allow an employee to file such a complaint are due to the sensitivities associated with the conduct described as sexual harassment.

Employees who wish to report a possible incident of sexual harassment or other unlawful harassment or discrimination should first notify the harasser if possible. If that person is not available, or you believe it would be inappropriate to contact the person, contact the mayor immediately or an elected official.

The Town of Alpine will conduct a prompt investigation with as much confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time, employees have an obligation to cooperate with the Town of Alpine in enforcing the policy and investigating and remedying complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise the mayor.

Any employee that files a false complaint will be subject to appropriate disciplinary action up to and including termination.

Anyone found to have been engaging in such wrongful behavior will be subject to appropriate discipline, up to and including termination.

# **Prohibition against Retaliation**

Any employee who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint. In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of the complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

# **Employment Relationship**

# **Employee Privacy**

It is the Town of alpine's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, you may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the company and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of company facilities only for the business purposes of the company. Accordingly, materials that appear on company hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the company at any time without notice to the employees. Employees do not have to have any expectation of privacy with respect to any material on company property. The Town of Alpine regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

**Video surveillance.** As part of its security measures and to help ensure a safe workplace, The Town of Alpine may position video cameras to monitor various areas of its facilities. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc. Videotapes will not include an audio component.

# **Privacy—Social Security Numbers**

#### Policy and Procedure Regarding Use and Disclosure of Social Security Numbers

**Purpose.** This policy and procedure explains The Town of Alpine's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of.

**Policy.** It is The Town of Alpine's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

**Procedure.** Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax reporting

purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the company's employee benefit plans.

Retention and access to Social Security numbers. All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

**Unauthorized use/disclosure of Social Security numbers.** Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The company will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

# **Employment Classification**

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, The Town of Alpine classifies its employees as shown below. The Town of Alpine may review or change employee classifications at any time.

**Exempt.** Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Regular, full time.** Employees who are not in a temporary status and work an average of more than 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, part time.** Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees may be eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary, full time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary, full time employees are not eligible for benefits.

**Temporary, part time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary, part time employees are not eligible for benefits.

#### Workweek and Hours of Work

The standard workweek is from Sunday 12:00 a.m. until Saturday 11:59 p.m. and generally consists of 40 work hours. Office hours are Monday – Thursday 9:00 a.m. to 5:00 p.m. and Friday 9:00 a.m. to 12:00 p.m., with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

#### **Meal and Rest Breaks**

Employees are entitled to a 30-minute unpaid meal break each day. Any nonexempt employee who finds it necessary to work through a meal break will be paid for the 30-minute period. Employees are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be coordinated by the department supervisor. Rest breaks cannot be combined. Rest breaks cannot be utilized to leave early.

#### **Time Records**

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular, and overtime pay. At the end of each week, you and your supervisor must sign the time sheet attesting to its correctness before forwarding it to the Mayor's Office for approval.

#### **Overtime**

When required due to the needs of the business, you may be asked to work overtime. Overtime is hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 worked in a single workweek. Paid leave, such as holiday, paid time off (PTO), bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or the Mayor.

# **Deductions from Pay/Safe Harbor Exempt Employees**

The Town of Alpine does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

**Permitted deductions.** The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for 1 or more full days for personal reasons other than sickness or disability;
- Absence from work for 1 or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions; *and*
- Any full workweek in which the employee does not perform any work.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

**Improper deductions.** If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Treasurer's Office. The report will be promptly investigated, and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

# **Paychecks**

The Town of Alpine's pays its employees bi-weekly on the Friday following the end of the pay period. If payday falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts.

#### Access to Personnel Files

Employee files are maintained by the HR department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their own personnel files and may copy them but may not remove documents from their file. Inspections by employees must be requested in writing to the HR department and will be scheduled at a mutually convenient time or as required under state law. Personnel files are to be reviewed in the HR department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

# **Employment of Relatives and Domestic Partners**

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

# **Voluntary Separation from Employment**

In all cases of voluntary resignation (one initiated by the employee); employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and PTO will not be counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, the Town Council Personnel Liaison - Personnel Director will conduct an exit meeting on or before the last day of employment to collect all company property and to discuss final pay, which will include payment of accrued vacation not to exceed 160 hours. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.

# **Public Works Department Uniform Policy**

The purpose of this policy is to establish the requirement for all employees within the Public Works Department to wear a uniform while on duty to ensure a professional appearance, enhance safety, and promote team cohesion.

#### 1. Uniform Requirement:

All employees in the Public Works Department are required to wear the designated uniform during their scheduled work hours. The uniform shall be worn in a clean, presentable, and professional manner at all times.

#### 2. Uniform Components:

The required uniform will consist of, but is not limited to:

- o Department-issued shirts or jackets (reflective or high-visibility as required)
- o Safety gear (hard hats, gloves, etc., as per job requirements)
- Pants or shorts as designated by the department
- Closed-toe, durable footwear
   Additional items may be required depending on the specific duties of the employee.

#### 3. Safety Considerations:

Uniforms must meet all safety regulations related to visibility, durability, and functionality required for specific tasks. Employees must ensure that their uniforms are in good condition and free from hazards that may affect safety or performance.

#### 4. Responsibility:

Employees are responsible for maintaining their uniforms in good condition. The department will provide each employee with an initial uniform set and additional replacements as needed.

#### 5. Non-Compliance:

Employees who fail to comply with this policy may be subject to disciplinary action, including warnings, retraining, or other appropriate measures.

This policy ensures a uniform standard for safety, professionalism, and team unity within the Public Works Department. Let me know if you need any adjustments!

#### **Conduct Standards**

## The Town of Alpine Equipment and Vehicles

When using the Town of Alpine property, including computer equipment or hardware, exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Notify the mayor if any equipment machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have any questions about the maintenance and care of any workplace equipment, ask the mayor.

If you use or operate equipment improperly, carelessly, negligently or unsafely, you may be disciplined or even discharged. In addition, you may be held financially responsible for any loss to the Town of Alpine resulting from such use.

#### **Seat Belts**

Drivers and passengers of Town of Alpine owned vehicles, equipment, or personal vehicles being used for official Town of Alpine business purposes, are required to have seat belts on and fastened whenever the vehicle or equipment is in motion. The Town of Alpine prohibits non-employees from being allowed in town owned vehicles or equipment. Personal use of Town of Alpine owned vehicles or equipment is strictly prohibited.

# Computer, Email and Internet Usage

The Town of Alpine recognizes that use of the Internet has many benefits for the Town of Alpine and its employees. The Internet and email make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately.

# **Drug and Alcohol Policy**

The Town of Alpine strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers and customers' confidence in our entity.

Employees are prohibited from using or being under the influence of alcohol while performing company business for the Town of Alpine, while operating a motor vehicle or any machinery in the course of business or for any job-related purpose, or while on company premise or a worksite.

Employees of the Town of Alpine are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite.

You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in any town facilities, while operating a motor vehicle for any job-related purpose of while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

#### Searches

The Town of Alpine may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search.

An employee's consent to search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

# **Drug Testing**

The Town of Alpine retains the right to randomly test for alcohol and illegal drugs on all employees who are covered by and subject to this policy. The Town of Alpine may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol, any incident causing damage to town equipment or vehicles or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

# **Smoking Policy**

Smoking is prohibited inside the Town of Alpine facilities, although the Town of Alpine may designate a smoking area if there is adequate ventilation and physical barriers to ensure that nonsmokers are not subject to smoke byproducts. No smoking is allowed in the Town of Alpine vehicles or equipment.

All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

# **General Employment**

## **Employee Records**

The town shall maintain in the town clerk's office one personnel file on each Town of Alpine employee.

It is the employee's responsibility to notify the clerk of any changes in name, address, telephone number, marital status, number of dependents, military status, beneficiaries or person to notify in case of an accident.

Misrepresentation of any fact which you have provided information for your application, in your personnel file, or any other documents is sufficient reason for dismissal. Personnel records are the property of the Town of Alpine. Employees may review their files under supervision.

## **Job Postings & Promotions**

The Town of Alpine has a job posting program to inform employees of available staff positions. Job vacancies will be filled whenever possible by promoting qualified employees from within the Town of Alpine

To apply for a posted position, an employee must:

- Have completed any mandatory introductory period at a satisfactory performance level;
- Meet the minimum requirements for the position; and
- Have not received written reprimand within the past 90 days; employees who have a verbal warning may also be prohibited from applying.

Employees interested in applying for a posted position should submit a memorandum with an updated resume to the clerk indicating interest in the position. Qualified employees must inform the mayor that they have applied for the job. Candidates will be judged on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for promotion.

The Town of Alpine has the discretion to fill job vacancies from outside if we consider that circumstances call for outside recruitment.

# Reference/Background Checks

The Town of Alpine conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, up to and including termination. Applicants who have provided false information may be eliminated from further consideration for employment.

# Termination, Resignation and Discharge

Unless expressly prescribed by statute or contract, employment with the Town of Alpine is on an "at will" basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If at any time an employee elects to resign his or her employment with the Town of Alpine, at least two weeks notice, while not necessary, would be appreciated.

Any employee who is discharged by the Town of Alpine shall be paid only wages accrued to the effective date of the separation and all vacation time that has been accrued up to but not to exceed 160 hours.

# **Safety and Emergency**

## **Safety and Accident Reporting**

The Town of Alpine is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to the mayor. If the nature of your accident is such that you are unable to contact the mayor immediately, you must do so at the earliest possible time available to you. Seek help from outside emergency response agencies, if needed. An accident form must also be filled out by you. The accident form is available in the *Town of Alpine Accident Prevention and Safety Manual*.

You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from the town clerk.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report all illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from the clerk.

## Security

The Town of Alpine is committed to ensuring employees' security. If you have a security concern, contact the mayor.

# **Employee Benefits**

#### Cobra

If an employee leaves their position with the Town of Alpine and has had insurance through the Town of Alpine, the employee may be eligible for COBRA (Continuation Health Insurance Coverage). This will be the responsibility of the employee to arrange with the Town of Alpine and the insurance company.

#### Life Insurance

With the employee health insurance there is also a life insurance rider. Every eligible employee that has health insurance will also have life insurance.

#### **Medical Insurance**

The Town of Alpine may provide employee and family coverage in group medical including dental insurance to all eligible employees. There is an 80/20 split with the employees paying 20% and the town paying 80% of the cost. This will automatically be taken out of your paycheck each pay period as a payroll deduction. All employees carried on leave without pay status, must bear the full cost of all benefits, thirty (30) calendar days after going on leave without pay status. Full time employees must apply for medical insurance coverage within sixty (60) days of his or her hire date to comply with the Patient Protection and Affordable Care Act.

# **Retirement Savings Plan**

The Town of Alpine full-time and part-time hourly employees are eligible and provided with a retirement savings plan through the Wyoming State Retirement Plan. Eligible employees are eligible for retirement savings commencing on his or her hire date. WRS-1 Registration Forms are due to WRS within 10 business days of the employee's date of hire. WRS-7 Notice of Termination Forms are due to WRS within 10 days of the employee's termination. WRS-13 Unpaid Leave of Absence Forms are also due to WRS within 10 days of approval of absence. The plan includes a provision for employee tax deferred compensation contributions. The amount of contribution is based on the Wyoming Retirement System rate. When applicable, all eligible employees must pay match established by the Wyoming State Retirement Plan.

In addition to the pension plans administered by Wyoming Retirement System (WRS) an employee may elect to participate in the WRS 457(b) Deferred Compensation Plan through a payroll deduction. As administrator of the 457 Plan, WRS assumes the role of amending the Plan Document which governs the Plan, pursuant to Section 457 of the Internal Revenue Code as well as applicable legislative changes.

# **Travel & Expense**

Employees (full-time, part-time, elected officials, and appointed personnel) will be reimbursed for all **reasonable** and **necessary** expenses they incur while traveling on the Town of Alpine business. If you are going out of town for the sole purpose to purchase items for the town, your mileage will be reimbursed. However, if you are conducting any personal matters and you decide to help the town with errands, you will not be reimbursed for mileage. Only Town of Alpine vehicles and/or authorized equipment will be allowed to charge fuel at local gas stations and with town credit cards. The Town of Alpine will reimburse an employee the rate for mileage established annually by the Internal Revenue Service; no more or no less. The Town of Alpine will reimburse an employee for meals at the rate for per diem meals established annually by the Internal Revenue Service. NO Alcoholic Beverages shall be reimbursable. Receipts need to be kept and turned into the clerk/treasurer in order to be reimbursed. Full and/or part-time employees will be paid for their regular time while at meetings or trainings for the town. Elected officials will have motels paid, mileage and meals reimbursed at the rate for per diem meal and lodging established annually by the Internal Revenue Service. The town reserves the right to adjust unreasonably high expenses. If an employee takes a spouse or guest, the town will not be responsible for their expenses, nor will they be reimbursable.

You must record all travel and business activities on the Town of Alpine Expense Report Form and submit it to the town clerk/treasurer for reimbursement.

# **Worker's Compensation**

The Town of Alpine provides Workers Compensation Insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Town of Alpine. If you become ill or injured, please get medical attention at once. You must also report the details to the mayor immediately. You must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

The clerical staff of Clerk/Treasurer, Deputy Clerk, Court Clerk, Planning and Zoning Secretary and Administrative Assistant are covered by the Clerical Office Occupations designation. Wyoming Workers' Compensation Rules & regulations defines "Clerical Office Occupations" as follows: Employees whose duties are confined to keeping the books and records of the business or who are engaged wholly in office work where such books and records are kept. Employees shall have a physical separation from exposure to the hazards associated with the business' normal activities. Employees shall not have direct contact with, supervision of, or be involved in physical labor of, the employer's operation, except, if incidental. Employees who qualify may include employees who work with financial or employee records, correspondence, or telephone duties. Employees qualifying for the clerical office occupation classification who perform any duties outside of the clerical office area or who perform duties which are not directly related to the performance duties inside the clerical office, become disqualified for the clerical office occupation classification for the reporting period when the non-clerical work is performed. The limited exceptions allowed are solely for the direct travel to and from a local post office, bank, or office supply store.

# **Holidays & Vacation**

#### **Leave Policies**

# **Observed Holidays**

The Town of Alpine observes the following:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

# Working on a Holiday

Due to business needs, some employees may be required to work on observed holidays. The mayor will notify you if this may apply to you. If required to work on a town holiday, full-time hourly employees will be paid at straight time for the holiday in addition to the rate of one and one-half (1 ½) times their regular pay for the hours worked.

Salaried exempt employees, <u>if required</u> to work on a town holiday, are entitled to an alternate day off with pay.

Should the Town of Alpine holiday occur during your vacation, you may add an additional day either at the beginning or the end of the vacation period, with approval of your supervisor the mayor.

# Holidays that fall on a Saturday or Sunday but, are Observed on a Weekday

Due to business needs, some employees may be required to work on a holiday that is observed on a weekday. If required to work on the above dates when the holiday falls on a Saturday or Sunday, full-time hourly employees will be paid a rate of one and one-half  $(1 \frac{1}{2})$  times their regular pay for the hours worked.

#### Sick Leave

Sick leave with pay shall be accumulated at the rate of eight (8) hours per month by full-time employees and year around part-time employees. No sick leave will be given to other part-time, temporary and seasonal employees. Sick leave will begin to accrue upon the first full pay period worked; (1st to 15th of the month; or 16th through the end of the month).

Full-time employees shall not be entitled to accumulate more than 480 hours of sick leave. This is not paid upon departure of employment. An employee may gift up to 120 hours of sick time to another employee(s) per year with the mayor's approval.

All eligible employees may receive sick days at the mayor's discretion.

If and whenever sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the Town of Alpine reserves the right to request a doctor's certificate for any sick days requested. If such a certificate is requested and you cannot produce it, the absence may be considered unexcused, and you will not be paid for it.

Employees who are unable to return to work due to illness or other related reasons shall be granted all accrued sick leave first then vacation leave.

#### Vacation PTO – Paid Time Off

The Town of Alpine provides paid vacations for eligible employees as follows:

<del>0 3 months</del>	None
3 months 9 years	1 working day per month
10 years 20 years	1.5 working days per month
20 years or more	2 working days per month

Bi-weekly Accrual of PTO Leave for Non-Exempt Employees:

0 days - 5 years	4.615 Hours (3 weeks)
5 years - 15 years	6.15 Hours (4 weeks)
15 years plus	7.69 Hours (5 weeks)

Accrual of PTO Leave for Exempt Employees:

0 days - 5 years	6.15 Hours (4 weeks)	
5 years - 15 years	7.69 Hours (5 weeks)	
15 years plus	9.23 Hours (6 weeks)	

PTO can be used for any reason, and it replaces vacation and sick leave. Vacation leave PTO shall accrue for full-time employees beginning on their 1<sup>st</sup> day of employment. Vacation accrual

commences after 90 days of employment. Employees may use PTO 90 days after hire date. PTO must be accrued prior to being used by an employee.

# **Prior Approval**

Because PTO will be used when an employee is sick, it may not always be possible to receive prior approval. When employees are sick it is required to notify their supervisor as soon as practical prior to the beginning of their regular workday if they are unable to work.

If PTO is used for any scheduled or planned absence (scheduled and planned absences shall be defined as vacation, personal time, time off for appointments, or family leave exceeding 4 hours) employees must submit a Time Off Request Form to allow the employer to plan for the employee's absence.

The Town of Alpine reserves the right not to approve a vacation request if it will interfere with the Town of Alpine operations or adversely affect coverage of job and staff requirements. Whenever possible, employees' request for vacation will be accommodated, but where scheduling conflicts arise, seniority will prevail. ALL EMPLOYEES of the Town of Alpine will have to fill out a vacation request form and it will need to be signed by the mayor. NO VACATION shall be taken except in accordance with a schedule and approved in advance

# PTO Carry-over/Forfeited

Eligible employees shall not be entitled to roll over more than 160 hours of vacation. Accrued Vacation leave exceeding 160 at June 30 of each calendar year will be forfeited. Employees will not be entitled to pro rata payment of vacation time if they leave part way through the period.

PTO may be carried into another calendar year with a maximum accrual of 160 hours of PTO time. Any accrued PTO exceeding the above limit will be forfeited at the end of the calendar year.

During the last full payroll in May of each year, an employee that has accrued 80 or more hours of unused vacation time may elect to cash out up to 40 hours of unused vacation time at 50% of his/her wage rate.

#### PTO Termination, Resignation, and Discharge

Any employee who is terminated, resigns, or is discharged by the Town of Alpine shall be paid only wages accrued to the effective date of the separation and vacation PTO time that has been accrued up to but not to exceed 460 80 hours.

An employee may not use PTO time to extend their employment at retirement. An employee may gift up to 120 hours of sick time to another employee(s) per year with the mayor's approval.

#### **Funeral Leave**

In the event of the death of a member of the immediate family (as used in W.S. 27-3-507 means a person who is related and is a spouse, parent, stepparent, parent-in-law, child, stepchild, child-in-law, sibling, half-sibling, step-sibling, sibling-in-law, grandparent, or grandchild) each employee shall be entitled to three days leave with pay for funeral arrangements and attendance. At the discretion of the mayor, The employee may use sick leave PTO if an extension of time is needed. The circumstances and the town workload will determine the duration of the extension. Proof of the death and or relationship may be requested by the mayor.

# **Military Leave**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Town of Alpine prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air force National Guard when engaged in active duty for training, inactive duty training, full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

Employees who are members of the U.S. Reserves or National Guard are entitled to 15 days of unpaid leave annually for military duty or training.

If an employee is inducted or is recalled to active duty for a period of not more than four years, such leave will protect the <u>employee'semployees'</u> service for the Town of Alpine. Employees are required to notify the mayor immediately after receiving orders for active duty.

Upon satisfactory completion of <u>employee'semployees'</u> military service and timely notice of intent to return to work, the employee will be reinstated to a job comparable to the one left, provided employee is qualified and the Town of Alpine circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment.

Employees called to active duty will continue to have their participating medical/life insurance policy paidpaid for by the Town of Alpine for a period not to exceed 12 months.

#### Time Off to Vote

Employees are encouraged to vote outside of working hours. When this is not possible, full-time employees shall be granted paid leave not to exceed one hour in order to vote; such leave shall also be granted to part-time employees scheduled to work eight hours on that day.

# **Jury Duty**

The Town of Alpine supports employees in fulfilling their civic responsibilities by serving jury duty when required. Employees shall not loose lose regular pay or leave accrual while serving on jury duty. Compensation for such leave shall be limited to the difference between the pay

received for this service and the <u>employee'semployees'</u> regular pay. The employee shall provide proof of all compensation received to the clerk/treasurer.

You must inform the Mayor Clerk/Treasurer and your supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate your absence. You will be expected to report for work during your service whenever the court schedule permits.

Paid Time Off (PT	O) Leave Reque	st Form
Date of request:		Employee name:
Department:		Job title:
PTO (Vacation/Sch	eduled or Planne	d Absence)
Start date:	_ End date:	Total hours:
Bereavement leave available.)	(Up to three day	s of paid leave due to a death in the immediate family is
Start date:	End date:	Total hours:
Jury duty leave (U	p to five days of	paid leave for jury service is available.)
Start date:	End date:	Total hours:
or to request leave a	s an accommoda	est leave under the Family and Medical Leave Act (FMLA) tion under the Americans with Disabilities Act (ADA). o request leave under the FMLA or ADA.
Employee signature		Date
Supervisor signature	2	Date

#### ACKNOWLEDGEMENT

I have read and understand the policies.

I understand that this manual represents only current policies and benefits, and that it does not create a contract of employment. The Town of Alpine retains the right to change these policies and benefits, as it deems advisable.

Unless expressly prescribed by statute or contract, my employment is "at will". I understand that I have the right to terminate my employment at any time, with or without cause, and that the Town of Alpine has the same right. I further understand that my status as an "at will" employee may not be changed except in writing and signed by the governing body.

I understand that the information I come into contact with during my employment is proprietary to the Town of Alpine and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the Town of Alpine. I understand that I must comply with all of the provisions of the Manual to have access to and use the Town of Alpine resources. I also understand that if I do not comply with all provisions of the Manual, my access to the Town of Alpine resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

be subject to disciplinary action up to and including discharge.			
I further understand that I am obligated to fam health, and emergency procedures as outlined		afety,	
Signature of Employee	Date		

Section 9. Itemk.

# Service Missionary Volunteer Memorandum of Understanding—United States of America



We value your contribution to our community and want to assist in your charitable mission by making available missionaries of The Church of Jesus Christ of Latter-day Saints willing to volunteer their time without compensation or benefit. In return, we ask that you provide these missionaries with meaningful service opportunities in an environment that respects their standards.

We will refer service missionaries willing to volunteer, provide them with a missionary name badge or community service identification, and provide a Church contact to facilitate ongoing communication.

#### You agree to:

- Provide meaningful service opportunities for each missionary.
- Train and supervise missionaries to enable them to safely perform the duties you assign.
- Provide a workplace environment that is civil, free from harassment or abuse of any kind, and respectful of the missionaries' values.
- Safeguard the confidentiality of any sensitive personal information about missionaries (for example, medical conditions) that the Church may disclose to you.
- Promptly notify the Church contact and the missionary's family in the event of any accident, injury, or medical issue.
- Maintain your status as a tax-exempt nonprofit organization described in IRC 501(c)(3) unless you are a government agency.
- Maintain general liability insurance with limits not less than \$1,000,000 each occurrence to be primary and noncontributory to other insurance.

Both parties recognize that some assignments require additional training or supervision. As a result, except to the extent the parties specifically agree in a Training Plan, missionaries may not engage in any of the following restricted activities:

- · Interact with children or vulnerable adults
- Operate machinery, equipment, or vehicles without proper training or certification
- Handle any cash or valuables
- · Render a professional opinion

This Memorandum of Understanding will continue from year to year unless terminated by either party. It does not make the parties partners, agents, joint ventures, or alter egos and can be modified only by another writing signed by the authorized representatives. You consent to allow us and our affiliated legal entities to collect and process personal and contact information from you as necessary to facilitate the service of missionaries. If you have any questions concerning our protection of personal information, you may contact our global privacy officer at dataprivacyofficer@ChurchofJesusChrist.org.

Organization to provide service labor ("we")	Insert service organization name here ("you")	
Signature of authorized agent	Signature of authorized agent	
Jeff Nilsson		
Printed name	Printed name	
50 E. North Temple St., Salt Lake City, UT 84150		
Address (City, State, ZIP)	Address (City, State, ZIP)	
801-240-4357		
Phone number	Phone number	
SM-CommunityOrgs@ChurchofJesusChrist.org		
Email	Email	
	Date	



#### TOWN OF ALPINE ORDINANCE NO. 2025-011 LAND USE & DEVELOPMENT CODE

# AN ORDINANCE REPEALING AND REPLACING CERTAIN SECTIONS OF PART 2 - PROCEDURES AND PART 4 - DEVELOPMENT STANDARDS OF THE TOWN OF ALPINE LAND USE AND DEVELOPMENT CODE AND AMENDING THE TABLE OF CONTENTS ACCORDINGLY

**WHEREAS**, the Town of Alpine has adopted a Land Use and Development Code to regulate land use and development activities within the town limits;

WHEREAS, the Town Council of the Town of Alpine has determined that specific updates to Part 2 - Procedures and Part 4 – Development Standards are necessary for improved clarity, accuracy, and alignment with current planning and building practices;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

#### SECTION 1. REPEAL AND REPLACEMENT OF PART 2 – PROCEDURES

The following sections of the Alpine Land Use and Development Code, **Part 2 – Procedures**, are hereby repealed in their entirety and replaced with the following:

#### Section 2-204. Planned Unit Development Process

- (f) The Zoning Administrator will, as soon as practical, place the proposed planned unit development application on the agenda of the Alpine Planning and Zoning Commission.
- (g) Before any decision is reached by the Alpine Planning and Zoning Commission:
  - (1) The landowner(s)/applicant(s) will post a copy of the proposed planned unit development application upon the property where the planned unit development is requested. Notice shall be no less than 18" x 24" and posted on material that is visible from the property line. The costs of production of the notice and posting the notice shall be borne by the petitioner. This public notice will be made, at least, thirty (30) days before the planned unit development application is considered publicly by the Alpine Planning and Zoning Commission.
  - The landowner(s)/applicant(s) will provide written notice, via certified mail, to all utilities effected and all owners of property within five hundred (500) feet of the property or properties under consideration for a planned unit development. The written notice will also include the date, time and place when the proposed planned unit development will be considered by the Alpine Planning and Zoning Commission. This public notice will be made, at least, thirty (30) days before the planned unit development application is considered publicly by the Alpine Planning and Zoning Commission. The landowner(s)/applicant(s) shall bear the

- responsibility of paying all costs and postage fees of the certified mailing and provide proof of said mailings to the Planning and Zoning Administrator.
- (3) The Alpine Planning and Zoning Commission will hold one (1) public hearing at a public facility within the Town of Alpine. Town residents and the general public will receive at least thirty (30) days' notice of the public hearing. Public notice will be advertised in one (1) newspaper of general circulation throughout Lincoln County. The Planning and Zoning Administrator will prepare the notice and provide it to the newspaper. The landowner(s)/applicant(s) shall bear the responsibility of paying all costs of this advertising. Public comments received during the meeting will be documented for subsequent reference during the zone change process.

#### Section 2-207.2. Minor Subdivision Review and Approval Process (Figure 2-6)

- (c) Applicant will complete and file one (1) hard copy, and one (1) digital copy of a master plan report for the proposed subdivision with the Zoning Administrator. The master plan will address what municipal services the subdivision intends to use, as well as the potential impact of the proposed subdivision upon the Town of Alpine and the community. The master plan, which will contain a combination of technical narrative, statistical tables, and illustrations, will address, at least, the following issues:
  - (1) The purpose of the subdivision and proposed land uses.
  - (2) A development schedule for proposed land uses.
  - (3) The number of lots being created and, if applicable, the zoning designations requested for each lot.
  - (4) Planned water system, as well as anticipated average day and maximum day water demand.
  - (5) Planned wastewater system, as well as anticipated average daily flows.
  - (6) Planned points of access to municipal roads, Lincoln County roads, and U.S. Highway 89, as well as anticipated average and peak day traffic volumes
  - (7) Planned storm water management plan and anticipated storm water flows for ten (10) year storm event.
  - (8) Planned snow storage areas.
  - (9) Planned easements and facilities to accommodate access to, or the extension of, the Town of Alpine's planned community trail system.
  - (10) Landscape Plan
- (d) Applicant will prepare and file one (1) hard copy, and one (1) digital copy of a preliminary plat with the Zoning Administrator that contains, at least, the following information:
  - (1) Proposed name of subdivision, the size of property to be subdivided (in acres), and the size of the lots or parcels being created;

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- (2) Name and address of the subdivision applicant, professional engineer or professional land surveyor registered in the State of Wyoming who prepared the plat, and owners of subject property;
- (3) Location and boundaries of the subdivision that are tied to two (2) legal survey monuments;
- (4) Date of drawing preparation and all subsequent revisions, as well as a scale (not less than one {1} inch = two hundred {200} feet) and north arrow;
- (5) Boundary lines of subdivision, the location and dimensions of all existing streets, alleys, trails, paths, easements, watercourses and irrigation ditches, and structures on and within two hundred (200) feet of the subdivision;
- (6) Location of existing water distribution and wastewater collection lines on and within two hundred (200) feet of the subdivision;
- (7) Two (2) foot contours where ground slopes are less than ten (10) percent and five (5) foot contours where ground slopes exceed ten (10) percent.

#### Section 2-207.3. Major Subdivision Review and Approval Process (Figure 2-7)

- (d) Applicant will complete and file one (1) hard copy, and one (1) digital copy of a master plan report for the proposed subdivision with the Zoning Administrator. The master plan will address what municipal services the subdivision intends to use, as well as the potential impact of the proposed subdivision upon the Town of Alpine and the community. The master plan, which will contain a combination of technical narrative, statistical tables, and illustrations, will address, at least, the following issues:
  - (1) The purpose of the subdivision and proposed land uses.
  - (2) A development schedule for proposed land uses.
  - (3) The number of lots being created and, if applicable, the zoning designations requested for each lot, and densities associated with residential and commercial land uses.
  - (4) Suitability of soils to support future land use expansion.
  - (5) Compatibility of proposed land uses with adjacent land uses.
  - (6) When applicable, the potential need for new housing in the context of anticipated housing demands for Alpine.
  - (7) Planned water system, as well as anticipated average day and maximum day water demand.
  - (8) Planned wastewater system, as well as anticipated average daily flows.
  - (9) Planned points of access to municipal roads, Lincoln County roads, and U.S. Highway 89, anticipated average and peak day traffic volumes.
  - (10) Vehicular circulation plan.
  - (11) Planned storm water management plan and anticipated storm water flows for ten (10) year storm event.
  - (12) Snow storage areas.

Town of Alpine Ordinance No. 2025-011 - Land Use and Development Code

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- (13) Landscaping plan.
- (14) Planned easements and facilities to accommodate access to, or the extension of, the Town of Alpine's planned community trail system.
- (15) When applicable, planned covenants, contracts or deed restrictions that may be associated with a common interest development.
- (e) Applicant will prepare and file one (1) hard copy to scale and one (1) digital copy of a preliminary plat with the Zoning Administrator that contains, at least, the following information:
  - (1) Proposed name of subdivision, the size of property to be subdivided (in acres), and the size of the lots or parcels being created;
  - (2) Name and address of the subdivision applicant, professional engineer or professional land surveyor registered in the State of Wyoming who prepared the plat, and owners of subject property;
  - (3) Location and boundaries of the subdivision that are tied to two (2) legal survey monuments;
  - (4) Date of drawing preparation and all subsequent revisions, as well as a scale (not less than one {1} inch = two hundred {200} feet) and north arrow;
  - (5) Boundary lines of subdivision, the location and dimensions of all existing streets, alleys, trails, paths, easements, watercourses and irrigation ditches, and structures on and within two hundred (200) feet of the subdivision;
  - (6) Location of existing water distribution and wastewater collection lines on and within two hundred (200) feet of the subdivision;
  - (7) Two (2) foot contours where ground slopes are less than ten (10) percent and five (5) foot contours where ground slopes exceed ten (10) percent.
- (o) The applicant will prepare and file one (1) hard copy to scale and one (1) digital copy of a final subdivision plat application, and related filing fees, with the Zoning Administrator. The final subdivision plat application will include the final subdivision plat, a signed copy of a subdivision improvement agreement, a payment of all design costs for public improvements, and performance surety.

#### Section 2-301(9–11). Building Permit Requirements

- One (1) hard copy to scale, a minimum of 2-foot by 3-foot, set of scaled construction drawings (see application checklist) that illustrate the proposed foundation, floor plan, typical wall section, roof system, building elevations, exterior material specifications, as well as electrical, plumbing, radon and HVAC systems. All construction drawings for structures submitted with a permit application will be designed, stamped and certified by a civil or structural engineer greater than three hundred (300) square feet in size.) Along with one (1) digital copy of the construction drawings. {See permit checklist for complete details}.
- (10) All new buildings including additions or remodels to and existing structures, require submittal of one (1) hard copy, a minimum of 18-inches by 24-inches, set

of a scaled site/plot plan, that depicts the location of, proposed vehicular access, the finish grade of the project site, septic system or sewer connection location, water connection location, denoting all above ground and below ground utilities (power, propane) and/or easements to be located on the property, vehicle parking (garage square footage and driveway dimensions {square footage}), setbacks, onsite drainage facilities and snow storage areas (snow storage dimensions {square footage}) needs to be clearly identified. Along with one (1) digital copy of the scaled site/plot plan. {See permit checklist for complete details}.

- a. Submittal of the civil engineered site plan is required for all Multi-Unit Residential (R-2) {including additions or remodels to existing structures}, Mixed Residential and Commercial (MRC) {including additions or remodels to existing structures} and Commercial (C) {including additions or remodels to existing structures}, Light Industrial (LI) {including additions or remodels to existing structures}, Public and Community Facilities (PCF) {including additions or remodels to existing structures} and Recreation and Conservation (RC) {including additions or remodels to existing structures} permit applications.
- (11) One (1) hard copy, scaled if applicable, set of other construction documents and/or other data that the applicant may consider relevant to the building permit application will be submitted with the building permit application. All construction documents and/or other requested documents will be stamped and certified by a civil or structural engineer licensed in the State of Wyoming; (Stamped engineering is required on all structures greater than three hundred (300) square feet in size.

#### Section 2-304. Required Building and Site Inspections

- (h) Electrical permits and inspections for projects within the Town of Alpine are issued and conducted by the Wyoming Department of Fire Prevention and Electrical Safety. The homeowner or contractor is responsible for obtaining the appropriate permit and ensuring that all required inspections are completed.
  - (1) A copy of the approved wiring permit and any associated inspection reports must be submitted to the Town before the issuance of a Certificate of Occupancy or Certificate of Completion.

The previously included standalone sentence "NOTE: STATE TO COMPLETE ALL ELECTRICAL INSPECTIONS" is hereby struck and shall not appear in the revised section.

#### SECTION 2. REPEAL AND REPLACEMENT OF PART 4 – DEVELOPMENT STANDARDS

The following sections of **Part 4 – Development Standards** of the Alpine Land Use and Development Code are hereby **repealed and replaced**, except **Section 4-204**, which is **hereby added as a new section**:

#### Section 4-201. Applicable Building Codes

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- (a) All buildings and temporary structures built or located within the Town of Alpine on or after **November 1, 2006**, shall comply with the **most currently published version** of the *International Building Code (IBC)* or *International Residential Code (IRC)*, as published by the **International Code Council (ICC)**.
- (b) The construction of all new, or the repair of any existing, plumbing, mechanical, and fuel gas systems installed in the Town of Alpine following the adoption of the **Alpine Land Use and Development Code** shall conform to the most currently published version of the following codes as published by the **International Code Council (ICC)** at the time of installation:
  - International Plumbing Code (IPC)
  - International Mechanical Code (IMC)
  - International Fire Code (IFC)
  - International Fuel Gas Code (IFGC)
- (c) The construction of all new, or the repair of any existing, electrical systems installed in the Town of Alpine after the adoption of the **Alpine Land Use and Development Code** shall comply with the **most current version of the National Electrical Code (NEC)** as adopted by the **State of Wyoming** at the time of installation.

#### Section 4-203. Exceptions to Adopted Building Codes

(a) When necessary, the Alpine Town Council may adopt exemptions to specific standards within any of the adopted building codes. Refer to the most recently adopted ICC Code Exception Ordinance(s) for applicable details.

#### Section 4-204. Grace Period (NEW SECTION)

(a) A six-month grace period shall be granted from the date of publication of a new ICC version, during which time both the newly published and previously adopted versions will be accepted.

#### SECTION 3. AMENDMENT TO THE TABLE OF CONTENTS

The Table of Contents of the Alpine Land Use and Development Code is hereby amended accordingly to reflect the repeal and replacement of the sections listed in this ordinance.

#### **SECTION 4. EFFECTIVE DATE**

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

Page **6** of **7** 

Passed First Reading on the	e 17 <sup>th</sup> day of June 20	025.	
VOTE:YES, NO,	ABSTAIN,	_ ABSENT	
Passed First Reading on the	e 1st day of July 202	5.	
VOTE:YES, NO,	ABSTAIN,	_ ABSENT	
Passed on Third and Final	Reading 15 <sup>th</sup> day of	July 2025.	
VOTE:YES, NO,	ABSTAIN,	_ ABSENT	
			TOWN OF ALPINE
			Eric Green, Mayor of Alpine
ATTEST:			
Monica L. Chenault, Clerk / Tr	reasurer		
	ATTESTATION O	F THE TOW	VN CLERK
STATE OF WYOMING COUNTY OF LINCOLN TOWN OF ALPINE	1 )		
I hereby certify that the f the Town Office.	orgoing Ordinance N	No. 2025-011	shall be duly posted for ten (10) days in
I further certify that the f upon its passing and app	0 0	•	d on the Town website in final form, on as is practicable.
I further certify that the f TOWN OF ALPINE, LI			ecorded in the BOOK OF ORDINANCES,
		ATTE	ST:
		Monic	a L. Chenault. Clerk / Treasurer

Town of Alpine Ordinance No. 2025-011 – Land Use and Development Code

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# TOWN OF ALPINE LAND USE AND DEVELOPMENT CODE

#### **ORDINANCE NO. 2024-009**

AN ORDINANCE CREATING LAND USE AND DEVELOPMENT REGULATIONS THAT REGULATE THE USE OF PRIVATE AND PUBLIC LANDS IN THE TOWN OF ALPINE, WYOMING

Adopted - March 18th, 2025

# **TABLE OF CONTENTS**

#### PART 4 DEVELOPMENT STANDARDS

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		Potential Conflicts in Definitions	
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#### **PART 2 - PROCEDURES**

#### Section 2-204 Planned Unit Development Process

- (a) The Zoning Administrator will, as soon as practical, place the proposed planned unit development application on the agenda of the Alpine Planning and Zoning Commission.
- (b) Before any decision is reached by the Alpine Planning and Zoning Commission:
  - (1) The Zoning Administrator landowner(s)/applicant(s) will post a copy of the proposed planned unit development application upon the property where the planned unit development is requested. Notice shall be no less than 18" x 24" and posted on material that is visible from the property line. The costs of production of the notice and posting the notice shall be borne by the petitioner. This public notice will be made, at least, thirty (30) days before the planned unit development application is considered publicly by the Alpine Planning and Zoning Commission.
  - (2) The Zoning Administrator—landowner(s)/applicant(s) will provide written notice, via certified mail, to all utilities effected and all owners of property within five hundred (500) feet of the property or properties under consideration for a planned unit development. The written notice will also include the date, time and place when the proposed planned unit development will be considered by the Alpine Planning and Zoning Commission. This public notice will be made, at least, thirty (30) days before the planned unit development application is considered publicly by the Alpine Planning and Zoning Commission. The landowner(s)/applicant(s) shall bear the responsibility of paying all costs and postage fees of the certified mailing and provide proof of said mailings to the Planning and Zoning Administrator.
  - (3) The Alpine Planning and Zoning Commission will hold one (1) public hearing at a public facility within the Town of Alpine. Town residents and the general public will receive at least thirty (30) days' notice of the public hearing. Public notice will be advertised in one (1) newspaper of general circulation throughout Lincoln County. The Planning and Zoning Administrator will prepare the notice and provide it to the newspaper. The landowner(s)/applicant(s) shall bear the responsibility of paying all costs of this advertising. Public comments received during the meeting will be documented for subsequent reference during the zone change process.

#### **ARTICLE 2.1 GENERAL PROVISIONS**

#### Section 2-304. Required Building and Site Inspections

- (a) Electrical permits and inspections for projects within the Town of Alpine are issued and conducted by the Wyoming Department of Fire Prevention and Electrical Safety. The homeowner or contractor is responsible for obtaining the appropriate permit and ensuring that all required inspections are completed.
  - (1) A copy of the approved wiring permit and any associated inspection reports must be submitted to the Town before the issuance of a Certificate of Occupancy or Certificate of Completion.

#### \*NOTE\* STATE TO COMPLETE ALL ELECTRICAL INSPECTIONS

#### Section 2-207.2 Minor Subdivision Review and Approval Process (Figure 2-6)

- (a) Applicant will complete and file three (3) hardcopies one (1) hard copy, and one (1) digital copy of a master plan report for the proposed subdivision with the Zoning Administrator. The master plan will address what municipal services the subdivision intends to use, as well as the potential impact of the proposed subdivision upon the Town of Alpine and the community. The master plan, which will contain a combination of technical narrative, statistical tables, and illustrations, will address, at least, the following issues:
- (d) Applicant will prepare and file three (3) hardcopies one (1) hard copy, and one (1) digital copy of a preliminary plat with the Zoning Administrator that contains, at least, the following information:

#### Section 2-207.3 Major Subdivision Review and Approval Process (Figure 2-7)

- (d) Applicant will complete and file three (3) hardcopies one (1) hard copy, and one (1) digital copy of a master plan report for the proposed subdivision with the Zoning Administrator. The master plan will address what municipal services the subdivision intends to use, as well as the potential impact of the proposed subdivision upon the Town of Alpine and the community. The master plan, which will contain a combination of technical narrative, statistical tables, and illustrations, will address, at least, the following issues:
- (e) Applicant will prepare and file three (3) hardcopies one (1) hard copy to scale and one (1) digital copy of a preliminary plat with the Zoning Administrator that contains, at least, the following information:
- (f) The applicant will prepare and file three (3) hardcopies one (1) hard copy to scale and one (1) digital copy of a final subdivision plat application, and related filing fees, with the Zoning Administrator. The final subdivision plat application will include the final subdivision plat, a signed copy of a subdivision improvement agreement, a payment of all design costs for public improvements, and performance surety.

#### ARTICLE 2.3 BUILDING PERMIT REQUIREMENTS

#### **Section 2-301. Building Permit Requirements**

- (9) Three (3) One (1) hard copy to scale, a minimum of 2-foot by 3-foot, set of scaled construction drawings (see application checklist) that illustrate the proposed foundation, floor plan, typical wall section, roof system, building elevations, exterior material specifications, as well as electrical, plumbing, radon and HVAC systems. All construction drawings for structures submitted with a permit application will be designed, stamped and certified by a civil or structural engineer greater than three hundred (300) square feet in size.) Along with one (1) digital copy of the construction drawings. {See permit checklist for complete details}.
- All new buildings including additions or remodels to and existing structures, require submittal of Three (3) one (1) hard copy, a minimum of 18-inches by 24-inches, set of a scaled site/plot plan, that depicts the location of, proposed vehicular access, the finish grade of the project site, septic system or sewer connection location, water connection location, denoting all above ground and below ground utilities (power, propane) and/or easements to be located on the property, vehicle parking (garage square footage and driveway dimensions {square footage}), setbacks, onsite drainage facilities and snow storage areas (snow storage dimensions {square footage}) needs to be clearly identified. Along with one (1) digital copy of the scaled site/plot plan. {See permit checklist for complete details}.

- a. Submittal of the civil engineered site plan is required for all Multi-Unit Residential (R-2) {including additions or remodels to existing structures}, Mixed Residential and Commercial (MRC) {including additions or remodels to existing structures} and Commercial (C) {including additions or remodels to existing structures}, Light Industrial (LI) {including additions or remodels to existing structures}, Public and Community Facilities (PCF) {including additions or remodels to existing structures} and Recreation and Conservation (RC) {including additions or remodels to existing structures} permit applications.
- (11) Three (3) One (1) hard copy, scaled if applicable, set of other construction documents and/or other data that the applicant may consider relevant to the building permit application will be submitted with the building permit application. All construction documents and/or other requested documents will be stamped and certified by a civil or structural engineer licensed in the State of Wyoming; (Stamped engineering is required on all structures greater than three hundred (300) square feet in size.)

#### PART 4 - DEVELOPMENT STANDARDS

#### ARTICLE 4.2 BUILDING CODES

#### Section 4-201. Applicable Building Codes

- (a) All buildings and temporary structures built or located within the Town of Alpine from and on or after November 1, 2006, shall be constructed in accordance with the requirements of comply with the most currently adopted published version of the International Building Code (IBC) or International Residential Code (IRC), as published by the International Code Council (ICC).
- (b) The construction of all new, or the repair of any existing, plumbing, mechanical, and fuel gas systems installed in the Town of Alpine following the adoption of the Alpine Land Use and Development Code shall conform to the most currently adopted published version of the following codes in effect as published by the International Code Council (ICC) at the time of installation:
  - International Plumbing Code (IPC)
  - International Mechanical Code (IMC)
  - International Fire Code (IFC)
  - International Fuel Gas Code (IFGC)
- (c) The construction of all new, or the repair of any existing, electrical systems installed in the Town of Alpine after the adoption of the Alpine Land Use and Development Code shall comply with the most current version of the National Electrical Code (NEC) as adopted by the State of Wyoming at the time of installation.

#### Section 4-203. Exceptions to Adopted Building Codes

(a) When necessary, potential the Alpine Town Council may adopt exemptions to specific standards within any of the adopted by the Alpine Town Council and incorporated into the Alpine Land Use and Development Code. building codes. Refer to the most recently adopted ICC Code Exception Ordinance(s) for applicable details.

#### Section 4-204. Grace Period

(a) A six-month grace period shall be granted from the date of publication of a new ICC version, during which time both the newly published and previously adopted versions will be accepted.



Melisa Wilson Chairman Dan Schou Vice-Chair Rachael Stewert Member

Town of Alpine
Planning and Zoning Commission
Recommendation to Town Council - Mandatory Electrical Inspections

TO: Mayor and Town Council

PREPARED BY: Gina Corson, Acting Planning & Zoning Administrator

**DATE:** June 10, 2025

SUBJECT: Recommendation to require mandatory inspections from the Wyoming Department

of Fire Prevention and Electrical Safety MEETING DATE: June 10, 2025

# PLANNING AND ZONING COMMISSION RECOMMENDATION

We recommend that the Town continue to require applicants to apply for and obtain their electrical and fire safety permits and inspections through the Wyoming Department of Fire Prevention and Electrical Safety.

However, to improve reliability and accountability, it is also recommended that the Town require applicants to pay the additional \$75 fee for a Guaranteed Inspection through the State.

Additionally, the Town should implement a policy requiring that permit and inspection documentation be submitted to the Town before the issuance of a Certificate of Occupancy or Certificate of Completion. This will ensure proper recordkeeping and confirm compliance before final project approval.

#### **NEXT STEPS**

•	Staff will update LUDC for Town Council Approval

Melia Wilson Chairman

Date

hairman



Melisa Wilson Chairman Dan Schou Vice-Chair Rachael Stewert Member

Attest:

Gina Corson, Acting Planning & Zoning Administrator

6/10/2025

Prepared and Transcribed By:

Gina Corson, Acting Planning & Zoning Administrator

6/10/2025

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PO Box 9550 | 1315 HWY 89

JORGENSEN

Jackson, WY 83002 PH: 307.733.5150

www.jorgeng.com

June 12, 2025

TO: Town Council

Town of Alpine

**RE:** Contractor Recommendation

Wastewater Pretreatment Plant

JA Project No. 23001

Mayor and Council Members,

The wastewater pretreatment plant's general contractor has not been on the job site since the end of February 2025. This general contractor was contracted to reach substantial completion by April 30, 2025, which did not happen. The Mayor asked Jorgensen to reach out to contractors to complete the project while the Town's legal counsel works out the legal details with the general contractor.

#### **Contractors:**

<u>Mountain West Mechanical</u> – worked as a sub-contractor with the above mentioned general contractor. Owner Brian Hill previously told us he would work directly with the Town to complete the mechanical systems as needed. Since that discussion, Brain stated they have filled their schedule and are unable to help for at least the next few months. Brian said he would visit the site and walk through the existing systems and what is left with a new mechanical contractor.

<u>Servant Electric</u> – Owner Kevin Aznoe has visited the site several times while helping Town Staff maintain the wastewater treatment plant, among other service calls with the Town. Kevin has provided the attached budgetary scope of work and time and material rate schedule. Kevin stated he has the electrical labor force for the next few months to see the Pretreatment Plant's electrical systems to completion.

<u>Snake River MEP</u> – Owner Cassey Rammel visited the site on Tuesday and stated he is "in-between projects" and has a full staff of electricians/pipe-fitters/plumbers and service technicians to take the full project to completion in the next few months. Snake River MEP provided the attached time and material rate schedule.

Servant Electric's labor rates are less than Snake River MEP's rates. If we utilize Servant Electric we will need to find a mechanical contractor that has experience and availability.

Snake River MEP worked on the construction of the JH Airport wastewater treatment plant and does large commercial/industrial work around the area. The most efficient way to move forward is utilizing one contractor that is available [could start June 23<sup>rd</sup>], that is fully staffed and has the experience to do all the work. Snake River Snake River MEP is Jorgensen's recommended contractor.

Both contractors' proposed billing would be on a time and material basis which will allow them to move more forward quickly. Time and material rates are typically higher than contract billings but due to the nature of the project and not knowing what is, and what is not complete, there is no effective way to bid out a clear scope of work that could be equally priced.

Jorgensen recommends contracting with Snake River MEP to finish the wastewater pretreatment plant's electrical/plumping/pipe-fitting and control integration systems. The Town's other contractors, Cambrian Innovation, Schwing Bioset and Control Engineers, would work with Snake River MEP to commission and start up the plant. Please contact me with any questions or concerns you may have regarding this recommendation or any other items concerning this project.

Respectfully,

Kevin Meagher

Owner's Representative

#### **Enclosures:**

Servant Electric – scope of work and rate schedule Snake River MEP – rate schedule





Servant Electric P.C. 307-713-7378

P.O. Box 3847 kevinaznoe@srvpwr.com

Alpine WY 83128

Proposal For: Town of Alpine

Regarding: Completion of WWT Addition

Per:

Date: JUNE 11 2025

Since the entire scope of this project is not known, we propose a Time and Material Contract.

#### **DESCRIPTION OF WORK:**

- ❖ UNDERSTAND WOLE SYSTEM-PROCESS
- ❖ CORDINATE PRIORITIES, GOALS, AND QUESTIONS THROUGH JORGENSEN ENGINEERING.
- ❖ POINT TO POINT and POLARITY TESTS
- CODE AND QUALITY INSPECTIONS
- ❖ VERIFY TYPE OF CONTROL SIGNALS
- ❖ VERIFY VOLTAGES
- **❖** VERIFY MOTOR ROTATION
- ❖ TROUBLESHOOT, REPAIR, OR REPLACE AS NEEDED
- **❖** CALIBRATION
- COMISSIONING WITH ENGINEERS

HOURLY RATE \$105.00 PARTS MARKUP 35%

#### TIME AND MATERIALS WORK ORDER CONTRACT

THIS AGREEMENT entered into this day of JUNE \_\_\_\_ 2025, between Servant Electric, PC, hereinafter referred to as "Servant" and TOWN OF ALPINE hereinafter referred to as "CLIENT".

WHEREAS, CLIENT desires to employ Servant for the general purpose of electrician work. In particular, CLIENT desires that Servant perform services described as: STATED ABOVE

WHEREAS, in return for construction, CLIENT will pay Servant for the time spent by Servant on the above described project and for materials provided by Servant for the project...

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW, THE PARTIES HERETO DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

- 1. Client shall pay Servant the sum of \$.0 prior to the beginning of any work.
  - A. Owner shall make progress payments on the basis of applications for payment submitted by Servant as the work progresses. Payment applications will include itemized invoices showing hours of labor, rates for labor, materials and material markup.
  - B. Progress payments may be withheld if:
    - 1. Work is found defective and not remedied;
    - 2. Servant does not make prompt and proper payments to subcontractors;
    - 3. Servant does not make prompt and proper payments for labor, materials, or equipment furnished him or her;
    - 4. Another contractor is damaged by an act for which Servant is responsible;
  - C. Owner shall make final payment to Servant within sixty days after the work is completed, if the contract is at that time fully performed, and subject to the condition that final payment shall not be due until Servant has delivered to owner a complete release of all liens arising out of the contract, or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to owner indemnifying him or her against any and all such liens.
  - D. Owner by making payment waives all claims except those arising out of:
    - 1. Faulty work appearing after substantial completion has been granted;
    - 2. Work that does not comply with the contract documents:
    - 3. Outstanding claims of lien; or
    - 4. Failure of Servant to comply with any special guarantees required by the contract documents.
  - E. Servant, by accepting final payment, waives all claims except those that it has previously made in writing, and which remain unsettled at the time of acceptance.
- 2. This contract shall begin on the date first stated above and shall terminate upon Servant's completion of the project described above and Client's payment therefor, unless sooner terminated by either party hereto.
- 3. This contract may be terminated for good cause only. If either party has sufficient and good cause to terminate this contract, that party shall so notify the other party in writing and shall indicate the cause for termination. Termination shall become effective thirty (30) days after the written notice is received. If this contract is terminated by either party, termination.
- 4. Major changes in the project described above will be submitted to the Client in the form of a Change Order Request.

#### NOTICE TO OWNER

The undersigned party is providing work or materials to the property described below. Failure of payment due and owing to a contractor, subcontractor or materialman for work performed or materials provided to the project located on the property can result in the

filing of a lien against the property. To avoid this result, when paying for labor and materials you may ask the contractor, subcontractor or materialman for "lien waivers" from all persons supplying materials or services. Failure to secure lien waivers may result in your paying for labor and materials twice. A form of lien waiver is attached to this notice.

	A. The Owner's Representative for above-described project is
6.	This agreement shall be governed by, construed, and enforced in accordance with the laws of State of Wyoming.
7.	If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
8.	This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
9.	Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
10.	For remodel or repair work, Servant's responsibility will only be for the portion of the project which they added, repaired or replaced and they make no guarantees about other portions of the project.
11.	Servant will not be liable for work, designs or construction performed by anyone other than Servant and its employees.
PRO	PERTY DESCRIPTION:
ADD	RESS:
LEG	AL

DESCRIPTION:

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# **CLIENT**

BY:	BY:
Title:	Title:



# **Labor Rates**

Attention: From: Casey Rammell

Company: Pages: 1
Regarding: Date:

Subject:

Line Item	QTY	CURRENT RATE	TOTAL	Alpine Sewer Plant Rate
LABOR				
Labor: Service Tech	0	200	\$0.00	175
Labor: Control Tech	0	180	\$0.00	155
Labor: Mech/Elec/Plb. Journeyman	0	150	\$0.00	130
Labor: Mech/Elec/Plb. Apprentice	0	125	\$0.00	105

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

1665 A High School Road\*PO Box 15570\*Jackson, WY 83002\*307-739-9150\*307-200-0559\*casey@srmep.com