



# TOWN COUNCIL MEETING AGENDA

December 16, 2025, at 7:00 PM

250 River Circle - Alpine, WY 83128

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

1. **CALL TO ORDER** - Mayor Green
2. **PLEDGE OF ALLEGIANCE** – Mayor Green
3. **ROLL CALL** – Monica Chenault
4. **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.*

5. **CONSENT AGENDA** – Mayor Green
  - [a.](#) Town Council Minutes: December 2, 2025, Town Council Meeting Minutes
  - [b.](#) Planning & Zoning Commission Minutes: October 14, 2025, Public Hearing & Regular Meeting Minutes, October 28, 2025, Work Session Minutes, and November 25, 2025, Work Session Minutes.
  - [c.](#) Bills to Pay Report: 11/27/2025 - 12/11/2025
  - [d.](#) Financial Report: 12/11/2025
  - [e.](#) ARPA Grant No. WS-1068 - Grant Draft Request #3
6. **REPORTS**
  - a. Mayor's Report – Eric Green
  - b. Events Committee Report - Andrea Burchard
  - c. Engineering Report – Jorgensen Engineering
  - d. Planning & Zoning Report – Melisa Wilson

- e. Economic Development Report – Jeremiah Larsen
- f. Alpine Travel & Tourism Board Report – Jeremiah Larsen
- g. Lincoln County Sheriff's Report – Submitted in writing

## 7. ACTION ITEMS

- a. Ordinance No. 2025-016 Allowing The Operation Of Off-Road Vehicles Within The Town Limits Of Alpine - 2nd Reading:

Seeking a motion to approve the 2nd Reading of Ordinance No. 2025-016 Allowing The Operation Of Off-Road Vehicles Within The Town Limits Of Alpine.

- b. Ordinance No. 2025-012 - Utility Procedure Ordinance - 3rd Reading:

Seeking a motion to approve of the 3rd Reading of Ordinance No. 2025-012 - Utility Procedure Ordinance.

- c. Ordinance No. 2025-014 Capacity Fee Ordinance - 3rd Reading:

Seeking a motion to approve of the 3rd Reading of Ordinance No. 2025-014 Capacity Fee Ordinance - 3rd Reading.

- d. Ordinance No. 2025-013 Utility Rate Ordinance - 3rd Reading:

Seeking a motion to approve the 3rd Reading of Ordinance No. 2025-013 Utility Rate Ordinance - 3rd Reading.

- e. Lease Agreement - Lincoln-Uinta County Child Development Center:

Seeking a motion to approve the Lincoln-Uinta County Child Development Center Lease Agreement and authorize Mayor Green to

- f. Resolution No. 2025-050 - A Resolution Authorizing The Town Clerk To Open Three Bank Accounts For Sewer Capacity Fees, Water Capacity Fees, And Meter Fees And Restricting The Use Of Said Funds:

Seeking a motion to approve Resolution No. 2025-050 - A Resolution Authorizing The Town Clerk To Open Three Bank Accounts For Sewer Capacity Fees, Water Capacity Fees, And Meter Fees And Restricting The Use Of Said Funds.

- g. Jenkinson, Kathleen, and William- Simple Re-Plat Application:

Seeking a motion to approve Jenkinson, Kathleen, and William- Simple Re-Plat Application

- h. Alpine Pretreatment Facility – Blower Failure / Pretreatment Design Assessment (JVA, Inc.):

Seeking a motion to authorize Mayor Green to sign the updated Letter Agreement with JVA, Inc. for the Alpine Pretreatment Facility Design Assessment.

- i. Resolution No. 2025-056 - Repealing And Replacing Resolution No. 2025-047 And Resolution No. 2025-049 And Authorizing The Use Of Alpine Travel & Tourism Funds For The Town Of Alpine's 250th Celebration:

Seeking a motion to approve Resolution No. 2025-056 - Repealing And Replacing Resolution No. 2025-047 And Resolution No. 2025-049 And Authorizing The Use Of Alpine Travel & Tourism Funds For The Town Of Alpine's 250th Celebration.

## **8. TABLED ITEMS**

- a. Repeal of Resolutions 2025-047 and 2025-049:

Seeking a motion to table item indefinitely.

## **9. PUBLIC COMMENT**

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

## **10. EXECUTIVE SESSION**

## **11. ADJOURNMENT**



# TOWN COUNCIL MEETING MINUTES

December 03, 2025 / 250 River Circle - Alpine, WY 83128

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## CALL TO ORDER

Mayor Pro Tem Andrea Burchard called the meeting to order at 7:01 p.m.

## ROLL CALL

Clerk Chenault conducted roll call. Present were Councilmembers Larsen, Scaffide, Wierda, and Burchard. Mayor Green attended via conference call. Town Attorney James Sanderson was also in attendance.

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Andrea Burchard led the Pledge of Allegiance.

## ADOPTION OF AGENDA

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

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

## CONSENT AGENDA

- (a) Town Council Minutes: November 18, 2025, Town Council Meeting Minutes: Councilmember Larsen made a motion to approve November 18, 2025, Town Council Meeting Minutes, Councilmember Scaffide seconded. Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.
- (b) Bills to Pay Report: 11/05/2025 through 11/18/2025. Councilmember Larsen made a motion to approve the Bills to Pay Report: 11/05/2025 through 11/18/2025. Councilmember Scaffide seconded. Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.



- (c) Snake River MEP Invoice-009: Councilmember Larsen made a motion to approve the Snake River MEP Invoice-009. Councilmember Burchard seconded. Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

## REPORTS

### Clerk/Treasurer Report:

Clerk/Treasurer Monica Chenault reported that over the past two weeks she has devoted significant time to reviewing and investigating the Town's utility billing ordinance. She noted that this work incorporated feedback provided by the Council at the previous meeting as well as comments received from the public regarding areas to be examined. She stated that she looks forward to discussing the findings with the Council and believes the results of the review will be satisfactory.

### Public Works Director – Submitted in writing:

## WORK SESSION ITEMS

### Ordinance No. 2025-012 - Utility Procedure Ordinance - 3rd Reading Discussion

Clerk/Treasurer Monica Chenault reviewed the items that have been redlined and revised since the second reading. These include adding language regarding inspection of existing sewer laterals prior to connection, establishing a grace period for newly installed meters, and further refining the ERU definition for consistency across ordinances.

### Ordinance No. 2025-014 Capacity Fee Ordinance - 3rd Reading Discussion

Clerk/Treasurer Monica Chenault reported that the only potential update to this ordinance would be related to any amendment made to the ERU definition, which will be made consistent across all three utility ordinances if revised.

### Ordinance No. 2025-013 Utility Rate Ordinance - 3rd Reading Discussion

Clerk/Treasurer Monica Chenault provided an updated staff report summarizing recommendations based on two weeks of additional analysis. She recommended adoption of all three utility-related ordinances and reported the following:

- The **sewer fund requires a 25% rate increase** (equivalent to **\$13.50 per ERU**) to meet operating and maintenance needs. Long-term capital needs would be addressed through the proposed Capacity Fee Ordinance.
- A **water rate increase is not recommended at this time**. Additional months of meter data—particularly winter/off-peak usage—are needed to evaluate usage patterns and develop rate options that minimize impacts on households.

- Adjustments to the **base rate structure** will increase revenue, particularly for larger service lines and fire-protection connections, and provide fairer cost allocation.

Chenault explained that the Town now receives accurate, minute-by-minute water meter data beginning November 6, which will allow for reliable monthly usage tracking going forward.

Council discussed bill impacts, residential versus commercial user equity, and the number of commercial accounts with ¾-inch service lines. Staff reported that updated line-size information and improved data collection will assist in future evaluation. Council acknowledged that water rate adjustments may be reconsidered during budget season, with any changes incorporated into the FY 2026–2027 budget cycle.

Discussion also addressed leak detection and the Town’s ability to identify and assist customers with significant water loss. Staff noted that the new metering system detects leaks within approximately three days and that Town staff will coordinate with the Water Commissioner to address exceptional billing situations when appropriate.

Mayor Green provided additional information on the distribution of service line sizes and stated that while the sewer rate increase appears necessary, water rates should be reviewed after meaningful usage data is available. Council also briefly discussed the potential for future block-rate structures to encourage water conservation.

#### **Public Comment:**

Resident Villana Mandel commented regarding financial impacts of rate structures on households, comparisons to other communities, and the importance of pursuing state and federal funding sources to reduce local burdens.

#### **ACTION ITEMS**

##### **Repeal of Resolutions 2025-047 and 2025-049:**

Councilmember Scaffide made a motion to repeal Resolution No. 2025-047, A Resolution Authorizing the Town of Alpine to Apply for a Grant from the Alpine Travel & Tourism Board for the Semiquincentennial Celebration, and Resolution No. 2025-049, A Resolution Authorizing the Expenditure of Funds for a Concert Deposit for the Town of Alpine’s 250th Celebration. Councilmember Wierda seconded.

Council discussed the Semiquincentennial Committee’s reassessment of the proposed concert, noting that total costs continued to rise and the committee is exploring alternative, lower-cost musical options. Mayor Green, participating remotely, reported that the committee is considering securing a smaller artist and holding the performance at the Town gazebo to reduce expenses. Travel and Tourism representatives indicated that an updated proposal with a spending ceiling of \$25,000 will be presented, potentially requiring a revised resolution.

Following discussion, Council determined that the repeal item should be tabled until after the upcoming Travel & Tourism meeting. A motion was made and seconded to table the repeal of Resolutions 2025-047 and 2025-049. The motion to table carried.

Voting Yea: Mayor Pro Tem Burchard, Councilmember Scaffide, and Councilmember Wierda.  
Abstained: Councilmember Larsen (due to his position on the Alpine Travel & Tourism Board).  
Motion carried.

**Resolution No. 2025-052 - The Official Schedule Of Planning And Zoning Commission Meetings For The Town Of Alpine, Wyoming, For The Calendar Year 2026**

Councilmember Larsen made a motion to approve Resolution No. 2025-052 - The Official Schedule Of Planning And Zoning Commission Meetings For The Town Of Alpine, Wyoming, For The Calendar Year 2026. Councilmember Wierda seconded.

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

**Resolution No 2025-053 - The Official Schedule Of Town Council Meetings For The Town Council Of Alpine, Wyoming, For The Calendar Year 2026:**

Councilmember Larsen made a motion to approve 2<sup>nd</sup> Reading of Ordinance No. 2025-012 - Utility Procedure Ordinance. Councilmember Burchard seconded.

**Councilmember Scaffide** Councilmember Scaffide provided comments regarding the current meeting schedule. She stated that the Town previously operated with one monthly meeting and that this was adequate for conducting Town business. She expressed concern that the two-meeting schedule increases the time commitment for Councilmembers, who receive **\$75 per meeting**, while the **Mayor receives an annual salary of \$24,000 with health benefits**. She also noted that the Mayor has recently opted not to vote unless required to break a tie. Councilmember Scaffide stated that returning to one monthly meeting may reduce strain and improve alignment with public expectations.

**Councilmember Wierda** requested clarification regarding past meeting practices. **Mayor Pro Tem Burchard** explained that prior to Mayor Green's term, the Town held only one regular meeting per month. Afterward, the Town began holding one regular meeting and one work session each month. Over time, work sessions were frequently converted into special meetings to allow action on agenda items, resulting in increased advertising costs. To reduce those expenses and improve efficiency, the Town shifted to two official meetings per month.

**Councilmember Scaffide** added that the change to two meetings was adopted in May 2025 and that preparation time for multiple monthly meetings is substantial. She expressed concern that decisions may be moving too quickly for both the Council and the public to fully process.

**Mayor Pro Tem Burchard** disagreed with the characterization that items were being pushed through but acknowledged the significant time commitment required of Council. She emphasized that serving on the Council requires balancing personal responsibilities with a commitment to improving the community.

**Councilmember Larsen** stated that he supports the two-meeting structure due to improved efficiency and continuity. He explained that the prior reliance on special meetings was costly and less streamlined. He noted that two shorter meetings are preferable to one meeting that could run late into the evening. He also emphasized his commitment to attending meetings regardless of meeting type and expressed comfort with the current schedule.

**Councilmember Scaffide** reiterated concern regarding the Mayor abstaining from votes while the Council carries the increased workload of two meetings per month.

**Mayor Green** asked legal counsel whether a mayor is required by statute to vote; legal counsel began reviewing the question. Mayor Green stated his understanding that a mayor is permitted—but not required—to vote and noted that he intends to address concerns about mayoral benefits during the upcoming budget process.

Council proceeded to a vote on Resolution No. 2025-052.

Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, and Councilmember Wierda.  
Voting Nay: Councilmember Scaffide Motion carried.

**Resolution No. 2025-054 The Official Schedule Of Municipal Court Proceedings For The Town Of Alpine, Wyoming, For The Calendar Year 2026:**

Councilmember Scaffide made a motion to approve Resolution No. 2025-054 The Official Schedule Of Municipal Court Proceedings For The Town Of Alpine, Wyoming, For The Calendar Year 2026. Councilmember Wierda seconded.

Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, and Councilmember Wierda, and Councilmember Scaffide Motion carried.

**Resolution No. 2025-052 The Official Schedule Of Design Review Committee Meetings For The Town Of Alpine, Wyoming, For The Calendar Year 2026:**

Councilmember Larsen made a motion to approve Resolution No. 2025-052 The Official Schedule Of Design Review Committee Meetings For The Town Of Alpine, Wyoming, For The Calendar Year 2026. Councilmember Wierda seconded.

Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, and Councilmember Wierda, and Councilmember Scaffide Motion carried.

**Resolution No. 2025-051 - A Resolution Establishing The Application Period And Presentation Date For The Town Of Alpine's Available Retail Liquor License:**

Councilmember Larsen made a motion to Resolution No. 2025-051 - A Resolution Establishing The Application Period And Presentation Date For The Town Of Alpine's Available Retail Liquor License. Councilmember Wierda seconded.

Clerk/Treasurer Monica Chenault explained that the Town became eligible for an additional retail liquor license following the Department of Revenue's updated census, which reported 1,360 residents. She stated that other municipalities have established formal application periods when a new retail liquor license becomes available, allowing councils to review multiple applicants and select the option that best serves the community.

Chenault noted that state statute does not prescribe a selection process beyond standard application requirements. Establishing an application period enables public notice, transparency, and the opportunity for applicants to present proposals to the Council. She also clarified the distinction between retail liquor licenses and restaurant licenses, noting that the Driftwood's restaurant license remains separate from this discussion.

Council discussed the process for evaluating multiple applicants, the lack of statutory criteria, and the responsibility of the Town Council to determine which proposal is in the best long-term interest of Alpine. Legal counsel stated that selection may consider factors such as public benefit, financial stability, proposed business operations, and community impact.

With no further discussion, the Council voted on the resolution.

Voting Yea: Mayor Pro Tem Burchard, Councilmember Larsen, and Councilmember Wierda, and Councilmember Scaffide Motion carried.

Following the vote, legal counsel provided clarification regarding the mayor's voting authority under Wyoming Statute §15-11-108(a)(vi), confirming that the mayor may vote but is not required to vote except in specific statutory circumstances. Mayor Green stated that his intention is to vote only in the event of a tie.

### **Public Comment:**

**Patricia McQuade, Town Resident**, asked for clarification regarding sewer lateral issues in Alpine Meadows, referencing past instances where property connections did not properly meet the main line and later caused problems. She inquired whether the Town would be responsible for performing inspections or camera work at the initial hookup.

**Clerk/Treasurer Monica Chenault** clarified that the Town currently does not own a sewer camera and cannot perform inspections itself. Under the proposed ordinance, the property owner is responsible for the materials, labor, and installation of the sewer lateral from the main to the home, including portions located within Town right-of-way. She also explained that property owners in Alpine Meadows own to the center of the road and that the Town of Alpine holds an easement for utility installation and maintenance.

**Mayor Pro Tem Burchard** reported that the Community Thanksgiving Dinner was a success, with 270 meals served, an increase of 50 meals over the previous year, including take-home plates and deliveries. The event was well planned, and food remained at the end of the evening.

Upcoming community events were announced:

- **Santa Visit:** Saturday at the Civic Center from 11:00 AM to 1:00 PM.
- **Community Bingo:** Friday evening, with proceeds supporting community needs, including Thanksgiving dinner and holiday assistance for local children.
- **December 20 Bingo:** Dinner will be provided by Alpine Trails and Pathways, with funds supporting cross-country ski trail maintenance.

Additional acknowledgment was given to Broulim’s, which donated all hams and turkeys for the Thanksgiving Dinner and regularly supports the Town’s food bank.

With no further public comment, Council proceeded to adjourn.

**ADJOURNMENT**

Councilmember Larsen made a motion to adjourn. Councilmember Svcaffide seconded the motion. Mayor Pro Tem Burchard, Councilmember Larsen, and Councilmember Wierda, and Councilmember Scaffide Motion carried. Meeting adjourned at 8:07 p.m.

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MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:

\_\_\_\_\_  
Sarah Greenwald, Town Assistant Clerk

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Monica L. Chenault, Town Clerk

\_\_\_\_\_  
Date

Minutes approved in a legally advertised meeting on November 4<sup>th</sup>, 2025

Signed:

Attest:

\_\_\_\_\_

Eric Green, Mayor

\_\_\_\_\_

Monica L. Chenault, Town Clerk



## PLANNING & ZONING MEETING MINUTES

November 25, 2025, at 7:30 PM

### Work Session

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#### 1. Call to Order

The regular meeting of the Town of Alpine Planning & Zoning Commission was called to order at 7:30 p.m. by Chairperson Melissa Wilson.

#### 2. Roll Call

##### Present:

- Melissa Wilson, Chairperson
- Rachael Stewart, Commissioner
- Dan Schou, Commissioner

##### Staff Present:

- Gina Corson, Planning & Zoning Administrator
  - A quorum was present. It was noted that this was a **work session**, not a regular meeting.

#### 3. General Discussion – LUDC Issues & Priorities

Gina explained that the purpose of the work session was to identify and discuss major concerns within the LUDC, particularly those that repeatedly arise during permit and site plan review and should be addressed before the next building season.

The Commission acknowledged that issues are somewhat “piecemeal” and do not always share a single theme, but agreed it is still helpful to work through the compiled list.

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#### 4. Trash Ordinance vs. LUDC

- The Commission revisited the previously drafted trash ordinance.
- Gina reported that the ordinance had been scheduled for the Town Council but was pulled from the agenda and has not moved forward.
- Commissioners clarified that:



- A trash ordinance is separate from the LUDC and functions as a standalone enforcement tool (fines/penalties).
- If the ordinance is adopted, the LUDC may need to be amended to remove or cross-reference existing trash language, to avoid duplication and conflicts across zoning districts (R-1, MRC, commercial, etc.).
- Gina agreed to send the ordinance back to Town Council and seek further direction.

## **5. LUDC Major Concerns – Key Themes**

### **a. Definitions (Top Priority)**

The Commission agreed that definitions are one of the main problem areas in the LUDC:

- Frequent issues arise around:
  - Site plan
  - Floor area
  - Impervious surface
  - Accessory buildings/uses
  - Non-conforming structures
- Better, clearer definitions would reduce ambiguity and inconsistency in decision-making and help applicants understand requirements.

The Commission agreed that updating and expanding definitions should be a top priority and is a relatively achievable early “win.”

### **b. Impervious Surface / Paving of Yards**

- Discussion centered on the intent behind the impervious surface concept: prevent people from paving entire yards and creating a “sea of pavement.”
- Dan noted examples from Teton County/Town of Jackson, where impervious surface regulations took years to develop and include acreage thresholds and different calculation methods for small vs. large parcels.
- The Commission agreed:
  - The long-term goal is to avoid over-paving and large, parking-lot-style frontages, but
  - A full impervious surface standard may be a larger, longer-term project, likely better suited for the future LUDC consultant.

## 6. Non-Conforming Structures and Decks

The Commission spent significant time discussing non-conforming structures, particularly decks:

- Current LUDC language:
  - Indicates that non-conforming structures may be enlarged/expanded by up to 20%, and
  - Also states that if a non-conforming structure is substantially removed, it must come into conformance.
- Real-world scenarios:
  - Existing decks built before the current setbacks that now encroach into the setbacks.
  - Homeowners needing to repair or replace failing decks.
  - Cases where strict interpretation would mean “if it comes down, it stays down,” leaving owners unable to safely repair.

### Key points:

- Some commissioners felt that if a deck is being rebuilt in exactly the same footprint, and it has existed for decades, it is reasonable to allow it as a repair, even if technically non-conforming.
- Others emphasized that if work goes beyond simple repair (e.g., enlarging, moving, or altering the structure), it should be brought into conformance with current setbacks.
- Concern was expressed about inconsistency:
  - If a “hard line” is applied to decks, the same logic might need to apply to houses that are non-conforming.
- The Commission discussed the existing 20% expansion rule, and how it could be interpreted or exploited (e.g., “I’m just expanding, not rebuilding”).
- **General consensus:**
  - The LUDC language regarding non-conforming structures and decks is confusing and needs clarification.
  - There should be a clearer distinction between repair in-place vs. expansion or relocation, and how that affects conformance requirements.
  - This topic should be flagged as a significant issue for the consultant and further Commission work.

## 7. Accessory Buildings / Structures

- The Commission briefly discussed accessory buildings (garages, pole barns, workshops, sheds) and the requirement that they be located on the same lot as the primary structure.
- Gina noted she had flagged this section previously, but could not recall the original specific concern; it may have been related to:
  - Location of accessory structures in front vs. behind the primary dwelling,
  - Application on irregular or multi-frontage lots.
- This item was left with a note to revisit and clarify as part of broader definition and siting standards work.

## 8. Curb Cuts / Driveway Approaches

- The Commission discussed the idea of a maximum curb cut width to avoid very wide driveway approaches that visually resemble parking lots and create safety and plowing issues.
- Considerations:
  - Some subdivisions already limit driveway width to the width of the garage.
  - Public Works concerns include plowing efficiency and protection of infrastructure in the right-of-way.
  - Desire to avoid “sea of pavement” frontages.
- The Commission agreed this is not an immediate critical issue but is a good topic for later refinement, potentially focusing on:
  - Limiting paved width at the approach, while still allowing gravel/crushed rock areas for parking larger vehicles.

## 9. Permit Application & Expiration / “Meaningful Work”

- Gina raised a concern about differences between:
  - The IBC/IRC “meaningful work” concept (permits remain valid as long as meaningful work continues), and
  - The Town’s current LUDC requires formal extensions after specified time periods.
- The Commission expressed concern about the subjectivity of “meaningful work” and the potential for inconsistent interpretation and disputes.
- **Consensus:**

- Avoid subjective language such as “meaningful work” in favor of clear time-based rules.
- Keep the Town’s current approach of fixed permit durations and defined extensions, rather than adopting vague language.
- Gina will review and compare the exact building code language on application validity and bring back suggested clarifications for the LUDC.

#### **10. Temporary Use vs. Temporary Structure Permits**

- The Administrator noted that the Town currently has a “Temporary Use Permit” application, but the LUDC does not clearly define or regulate temporary uses; instead, there is a definition for “temporary structures.”
- Practical issues:
  - Tents, seasonal structures, and fireworks stands are currently being processed inconsistently (often under minor construction rather than as temporary structures).
- Proposed direction:
  - Reframe the permit as a “Temporary Structure Permit” rather than “Temporary Use.”
  - Add a dedicated temporary structure section to the LUDC that:
    - References the definition,
    - Identifies when a temporary structure permit is required (events, seasonal structures, construction support structures, etc.), and
    - Aligns the application form with the code language.

Gina will locate the current application and bring it back for revision.

#### **11. Site Plan Definition & Expectations**

- The Commission agreed that the term “site plan” needs a clearer definition and expectations, including:
  - Plan view is currently 2D versus 3D
    - Suggested it becomes 3D with 30 ft above ground level
  - Location of structures, decks, driveways, utilities, easements, etc.,
  - When more detailed or civil-level plans are required.
- It was suggested that:

- The site plan definition should be updated in the LUDC.
- The application forms reference or include the definition so applicants understand what is required.

## **12. Certificate of Placement – Footings vs. Foundation Walls**

- The Commission clarified that the Certificate of Placement should be tied to footings, not foundation walls.
- There had been confusion in the existing documents about whether the survey verification was required at the footing stage or after wall construction.
- Direction:
  - Update the language so that the Certificate of Placement is clearly required after footings are placed and before further vertical construction.

## **13. Portable Toilets & Dumpsters on Job Sites**

- The Commission discussed whether to require portable toilets and dumpsters for construction projects.
- **Points raised:**
  - New construction typically generates significant on-site activity and waste.
  - There are recurring issues with trash blowing from sites and a lack of sanitary facilities.
  - Remodels vary widely in intensity; small interior projects may not reasonably warrant a porta-potty, while large additions might.
- **General consensus:**
  - All new construction should be required to have both a dumpster and a portable toilet on site.
  - For remodels and smaller projects, requirements could be imposed on a case-by-case basis, especially when:
    - There are neighbor complaints, or
    - The scope of work is substantial.
  - Any future code language should be mindful of:
    - Not becoming overly burdensome for very small projects,
    - Using terms such as “properly maintained” for facilities without trying to micro-regulate service frequency.

This is flagged as a policy area to further refine.

#### **14. Wood Foundations & Continuous Stem Walls**

- The Commission discussed whether wood foundations should be allowed.
- Consensus:
  - Permanent structures on permanent foundations should not use wood foundations.
  - Wood foundations may be appropriate for temporary or movable structures (e.g., skids, sheds) but not for permanent buildings.
- The Commission also noted this ties into the broader requirement for continuous stem walls and foundation standards, which should be clarified in the LUDC.

#### **15. Retaining Walls in Setbacks**

- The Commission discussed whether retaining walls should be treated as structures and not allowed in setbacks, especially large structural walls (e.g., tall concrete walls).
- Distinction was made between:
  - Large structural retaining walls, and
  - Small, decorative landscape walls of limited height.
    - These could be regulated by encroachment permits in certain cases.
- Direction:
  - Add retaining walls to the structure definition, and
  - Clarify in the LUDC that significant structural retaining walls are generally not permitted in setbacks, with potential exceptions or height thresholds for small decorative walls.

#### **16. Steep Lots and Civil Plans**

- The Commission briefly discussed the idea of requiring civil or engineered site plans for lots with steeper grades (e.g., more than 4% or some other threshold).
- This would provide better information on:
  - Grading, drainage, and access,
  - Potential retaining structures,
  - Impacts on neighboring properties.

- This was flagged as an item for further development and potential inclusion in the consultant’s scope.

17. Role of Consultant & Value of Ongoing Work

- Gina noted her concern about investing time in detailed LUDC work if a consultant will be hired soon to overhaul the code.
- **The Commission agreed that:**
  - Even if a consultant is hired later, the Commission’s ongoing work identifying issues and documenting local concerns is valuable.
  - The compiled list of issues, discussions, and local preferences will provide an important starting point and guidance for any consulting firm.

3. Adjournment

**Motion:** Commissioner Schou moved to adjourn.

**Second:** Commissioner Stewart.

**Vote:** All in favor.

**Meeting adjourned at 8:36 p.m.**

**Next Meeting:** Work Session- December 23, 2025, 7:00 PM

Regular Meeting-December 9, 2025, 7:00 PM

 \_\_\_\_\_ 12.9.25  
Melisa Wilson, Chairman Date

 \_\_\_\_\_ 12/10/25  
Gina Corson, Acting Planning & Zoning Administrator Date

Prepared and Transcribed By:

 \_\_\_\_\_ 12/05/25  
Gina Corson, Acting Planning & Zoning Administrator Date

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





## PLANNING & ZONING MEETING MINUTES

October 28, 2025, at 7:00 PM

Work Session

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### 1. Call to Order

The regular meeting of the Town of Alpine Planning & Zoning Commission was called to order at 7:00 p.m. by **Chairperson Melissa Wilson**.

### 2. Roll Call

#### Present:

- Melissa Wilson, Chairperson
- Rachael Stewart, Commissioner
- Dan Schou, Commissioner

#### Staff Present:

- Gina Corson, Planning & Zoning Administrator

### 3. Discussion Items:

- a. What is the intent of Permanent Foundations in the LUDC? Was it to be a continuous footing and stem wall system, or do frost-protected shallow foundations meet that expectation since they are considered permanent in the I-Code?

#### Issue Origin:

The topic arose due to a recent review of modular classroom installations by the Alpine Education Foundation. Concerns were raised regarding the definition and intent behind “permanent foundation” requirements in the Land Use Development Code (LUDC).

#### Key Points Discussed:

- The LUDC does **not currently define “permanent foundation.”** Staff and Commission members interpreted it to mean **a continuous concrete stem wall with footers.**
- Alternative foundation types (e.g., concrete piers with tie-downs, frost-protected shallow foundations) are allowed under **IRC AE500/600**, which adds ambiguity.

- The modular classrooms proposed for the school were designed with pier and strapping systems with frost protection, raising concerns over long-term integrity and cost savings versus traditional methods.
- Discussion included implications of inconsistent enforcement over time (e.g., manufactured homes installed on jack stands under previous county rules).
- The Commission expressed strong interest in **removing ambiguous language** and clearly defining foundation standards for **all permanent residential and commercial structures**.
- **Recommendation:** Define “permanent foundation” in the LUDC as a **continuous stem wall on footings** and **eliminate** or restrict IRC exceptions that allow piers

#### b. Temporary Structures and Use Definitions

##### Key Concerns:

- The LUDC lacks a definition for “**temporary structures**” or “**temporary use**.”
- Temporary installations (e.g., tents, modular school buildings, portable commercial units) are not clearly regulated.
- Proposed approach:
  - Define “temporary” as **less than 1 year** in the LUDC.
  - Require **Special Use Permits (SUPs)** for anything exceeding that duration.
  - Attach enforcement mechanisms with clear expiration dates.

##### Commission Consensus:

Temporary use definitions should be added, with clear criteria for duration, structural standards, and permitting paths.

#### c. Code Adoption and Administrative Exceptions

##### Background:

The Town currently adopts IRC/IBC and other building codes, but administrative **exceptions are scattered** across various ordinances.

##### Discussion Points:

- Multiple exceptions (e.g., who signs permits, administrative roles, overhang standards) must be updated each time a new code cycle is adopted.
- Debate on whether exceptions should be:
  - Listed in the **LUDC**, or

- Kept in the **individual adopting ordinances** for each code book.

**Consensus:**

- Maintain **separate ordinances** for each code (IRC, IBC, IMC, etc.) with their corresponding exceptions.
- This will simplify future updates and retain clarity for staff, applicants, and enforcement.

**d. Square Footage Definitions and Permit Calculations**

**Issue Raised:**

Ambiguity exists in how **floor area** is defined and calculated for permits.

**Discussion Points:**

- Questions about whether **basements, unfinished spaces, and lofts** count toward total square footage.
- Need to distinguish between:
  - **Building permit square footage** (for fee calculation)
  - **Zoning/lot coverage square footage** (for setbacks, FAR, etc.)

**Proposed Criteria:**

- For **permit fees**, count **all heated, potentially habitable space** over 7' in height.
- Basements with HVAC, plumbing, or egress potential should be counted.
- Define distinctions clearly in LUDC and permitting documentation.

**e. RV Park Requirements and Zoning Concerns**

**Issue Raised:**

The LUDC lacks standards for **RV Parks**, including **minimum lot sizes** or zoning designations.

**Discussion Points:**

- Concern about allowing RV parks or multiple RV hookups on **residential parcels**.
- Discussion of rising need for RV-based housing and visitor lodging.

**Preliminary Direction:**

**f. Prioritizing LUDC Updates**

**Planning Approach:**

- Staff presented a **running list** of over 50 LUDC items needing revision or clarification.
- Acknowledgment that **not all updates** can be completed this year.

**Action Plan:**

- Each Commissioner to identify **top 3 priorities**.
- Focus work sessions on **high-impact issues** first (e.g., foundations, square footage, trash/storage rules).
- Revisit others in 2026 during Master Plan alignment phase.
- Require RV Parks to be in **Commercial or Mixed-Use zones only**.
- Establish standards for:
  - Minimum parcel size
  - Site density (spaces per acre)
  - Utility/dump station requirements
  - Enforcement mechanisms

**g. Outsourcing LUDC Overhaul**

**Discussion Points:**

- Staff proposed the possibility of hiring a **planning consultant or firm** to overhaul the LUDC in coordination with the Master Plan update.
- Concerns raised over:
  - Cost
  - Familiarity with local context
  - Risk of "boilerplate" code

**No Action Taken** – Topic tabled for future discussion.

**h. Council Meeting Representation**

- Commission confirmed **Dan Scout** will attend the upcoming **November 4th Town Council meeting** to support questions related to Creative Properties SUP and other P&Z matters.

**4. Adjournment**

**Motion:** Commissioner Schou moved to adjourn.

**Second:** Commissioner Stewert.

**Vote:** All in favor.

**Meeting adjourned at 8:29 p.m.**

**Next Meeting:** Work Session- November 25, 2025, 7:00 PM

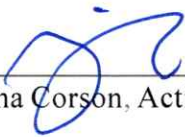
Regular Meeting-December 9, 2025, 7:00 PM



12.9.25

Melisa Wilson, Chairman

Date



Gina Corson, Acting Planning & Zoning Administrator

12/10/25-

Date

Prepared and Transcribed By:

11/5/25

Gina Corson, Acting Planning & Zoning Administrator

Date

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



## PLANNING & ZONING MEETING MINUTES

October 14, 2025. at 7:00 PM  
Public Hearing and Regular Meeting

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### 1. Call to Order

The regular meeting of the Town of Alpine Planning & Zoning Commission was called to order at 6:00 p.m. by **Chairperson Melissa Wilson**.

### 2. Roll Call

#### **Present:**

- Melissa Wilson, Chairperson
- Rachel Stewart, Commissioner
- Dan Schou, Commissioner

#### **Staff Present:**

- Gina Corson, Planning & Zoning Administrator

A quorum was established.

### 3. Approval of Agenda

Chairperson Wilson requested to add a discussion item for **Mr. Solomon** regarding restaurant expansion plans.

**Motion:** Commissioner Stewart moved to add Mr. Solomon to the discussion section of the agenda.

**Second:** Commissioner Schou.

**Vote:** All in favor, motion carried.

**Motion:** Commissioner Stewart moved to approve the agenda as amended.

**Second:** Commissioner Schou.

**Vote:** All in favor, motion carried.

### 4. Public Hearing – Special Use Permit: Creative Properties LLC- 160 Hwy 89 Lot #12 of Palisade Height Subdivision

**Applicant:** Creative Properties, LLC (Marlow Sherbel, Brett Bennet, and Dave Jenkins representing)  
**Location:** Lot 12, Palisades Heights Subdivision (to be known as Lake View Outpost Addition)

**Purpose:** Request for a Special Use Permit to allow for the division and sale of six (6) mixed-use units on a parcel measuring 0.93 acres, slightly under the one-acre minimum required for a Planned Unit Development.

**Applicant Presentation**

Mr. Schebel explained the proposal to develop six saleable units on the site—one apartment complex (six units), three live-work townhouse units, and two commercial units—consistent with the previously approved master plan. The request arises due to a shortfall of 0.07 acres from the required one-acre minimum for a Planned Unit Development under the LUDC.

The applicant stated that:

- All site design standards, including parking, utilities, and snow storage, are met.
- The purpose of the request is to permit the sale of individual units rather than one large ownership parcel.
- The hardship is created by a lot size limitation established in the LUDC.

**Commission Discussion**

Commissioners discussed:

- Whether the Special Use Permit process is appropriate versus requiring a variance or full PUD.
- Concerns regarding setting precedent for future applicants on the SUP process.
- Examples of other under-one-acre developments previously approved under older standards.
- Applicability of Ordinance 2025-004 (Special Use Permit ordinance) and its case-by-case review standards.

Administrator Corson clarified that the Special Use Permit process, although not specifically created to fill gaps between the LUDC and historic lot configurations, due to the lack of a better option, is being used to address this specific one. Commissioners noted the project is consistent with the MRC zoning district and causes no adverse impacts.

**Public Testimony**

No public comments were received. The hearing was closed at 7:15 p.m.

**5. Public Hearing – Special Use Permit: Melvin Brewing Company Off-Premise Sign**

**Applicant:** Melvin Brewing Company (represented by Jody Balenta, President)  
**Purpose:** Off-premise directional sign placement on Town-owned property.

## Staff Report

Administrator Corson summarized:

- WYDOT approval was obtained for directional signage located within 600 feet of the highway.
- The Town Council approved a land lease for the sign location, pending execution.
- The sign meets size and height limits and conforms to LUDC Section 4-803 (Sign Standards).
- One citizen letter from Mr. Scott Tye supported the proposal.

## Applicant Comments

Ms. Balenta confirmed the lease agreement would be executed the following day and that Melvin's design accommodates potential future additions for community wayfinding (schools, local businesses, etc.) per Mayor Green's suggestion.

## Public Testimony

Mr. Dave Jenkins and Mr. Marlow Schebel inquired about WYDOT approval for additional panels or future modifications. The applicant agreed to verify allowable expansion with WYDOT.

## Commission Discussion

Commissioners emphasized ensuring final execution of the lease, fee payment confirmation, and WYDOT approval for any modifications.

### 6. Close Public Hearing and reconvene Regular Meeting

### 7. Tonight's appointments and New Business

- a. **Motion:** Commissioner Stewart moved to recommend approval of the Special Use Permit for Creative Properties LLC, Lot #12, Palisades Heights Subdivision, as presented.  
**Second:** Commissioner Schou.  
**Vote:** All in favor, motion carried.

**Recommendation: Forwarded to Town Council for approval.**

- b. **Motion:** Commissioner Schou moved to recommend approval of the Melvin Brewing Company Special Use Permit for directional signage, contingent upon:
  1. Execution of the lease agreement with the Town of Alpine;
  2. Final WYDOT approval; and
  3. Verification of final fee payments.

**Second:** Commissioner Stewart.  
**Vote:** All in favor, motion carried.



**c. David Robinson- 709 Sunset dr. Lot #1 Grand Lake Subdivision- Propane Tank**

The applicant requested permission to bury a propane tank. The Commission determined that:

- The LUDC requires a minor construction permit for buried tanks.
- Tanks under lease may not be buried per vendor regulations.

The Commission attempted to contact Mr. Robinson to confirm tank ownership. No response was received.

**Motion:** Commissioner Schou moved to table the item until confirmation is received.

**Second:** Commissioner Stewart.

**Vote:** All in favor, motion carried.

**8. Discussion Item – Mr. Solomon / Restaurant Expansion**

**Topic:** Future restaurant and second-floor tenant improvement plans at 651C Highway 89.

Mr. Solomon and the design team presented conceptual plans for converting the second floor into a restaurant with an occupancy of under 50 persons. Discussion covered:

- Parking requirements and aisle widths for parallel parking (16 feet proposed).
- Fire separation between occupancies and egress improvements.
- ADA compliance and elevator exemption under IRC/IBC Chapter 11.
- Confirmation of landlord permission for use of shared parking access.
- Stormwater and snow storage capacity within the existing site plan.

The Commission agreed the concept met LUDC parking and life-safety intent and directed the applicant to submit formal plans and a letter of authorization from the property owner.

**9. Additional Discussion**

No additional business was presented.

**10. Approval of Minutes**

a. September 09, 2025

**Motion:** Commissioner Stewart moved to approve.

**Second:** Commissioner Schou.

**Vote:** All in favor. Motion carried.

b. September 16, 2025

**Motion:** Commissioner Stewart moved to approve.

**Second:** Commissioner Schou.

**Vote:** All in favor. Motion carried.

c. September 30, 2025

**Motion:** Commissioner Schou moved to approve

**Second:** Commissioner Stewart.

**Vote:** All in favor. Motion carried.

# 11. Adjournment

**Motion:** Commissioner Stewart moved to adjourn.

**Second:** Commissioner Schou.

**Vote:** All in favor.

**Meeting adjourned at 8:25 p.m.**

**Next Meeting:** Work Session- October 28, 2025, 7:00 PM

Regular Meeting-November 11, 2025, 7:00 PM



12.9.25

Melisa Wilson, Chairman

Date

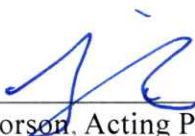


12/10/25

Gina Corson, Acting Planning & Zoning Administrator

Date

Prepared and Transcribed By:



10/30/25

Gina Corson, Acting Planning & Zoning Administrator

Date

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

Town of Alpine

Check Register - Town of Alpine  
Check Issue Dates: 11/27/2025 - 12/11/2025

Page: 1  
Dec 11, 2025 02:49PM

## Report Criteria:

Report type: Summary

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12/25	12/01/2025	20595	1560	Lower Valley Energy	10-20100	18.84	M
12/25	12/01/2025	20596	1560	Lower Valley Energy	52-20100	18.00	M
12/25	12/01/2025	20597	1560	Lower Valley Energy	51-20100	1,239.43	M
12/25	12/01/2025	20598	1560	Lower Valley Energy	10-20100	75.58	M
12/25	12/01/2025	20599	1560	Lower Valley Energy	10-20100	27.45	M
12/25	12/01/2025	20600	1560	Lower Valley Energy	10-20100	27.83	M
12/25	12/01/2025	20601	1560	Lower Valley Energy	10-20100	36.06	M
12/25	12/01/2025	20602	1560	Lower Valley Energy	52-20100	5,587.17	M
12/25	12/01/2025	20603	1560	Lower Valley Energy	10-20100	25.31	M
12/25	12/01/2025	20604	1560	Lower Valley Energy	52-20100	93.51	M
12/25	12/01/2025	20605	1560	Lower Valley Energy	52-20100	84.19	M
12/25	12/01/2025	20606	1560	Lower Valley Energy	51-20100	23.24	M
12/25	12/01/2025	20607	1560	Lower Valley Energy	52-20100	18.06	M
12/25	12/01/2025	20608	1560	Lower Valley Energy	52-20100	40.45	M
12/25	12/01/2025	20609	1560	Lower Valley Energy	52-20100	204.34	M
12/25	12/01/2025	20610	1560	Lower Valley Energy	51-20100	73.94	M
12/25	12/01/2025	20611	1560	Lower Valley Energy	51-20100	19.88	M
12/25	12/01/2025	20612	1560	Lower Valley Energy	10-20100	67.43	M
12/25	12/01/2025	20613	1560	Lower Valley Energy	51-20100	56.82	M
12/25	12/01/2025	20614	1560	Lower Valley Energy	51-20100	398.08	M
12/25	12/01/2025	20615	1560	Lower Valley Energy	52-20100	25.63	M
12/25	12/01/2025	20616	1560	Lower Valley Energy	52-20100	41.94	M
12/25	12/01/2025	20617	1560	Lower Valley Energy	52-20100	49.25	M
12/25	12/01/2025	20618	1560	Lower Valley Energy	10-20100	18.00	M
12/25	12/01/2025	20619	1560	Lower Valley Energy	52-20100	2,125.02	M
12/25	12/01/2025	20620	1560	Lower Valley Energy	10-20100	18.65	M
12/25	12/10/2025	20622	3780	The Bancorp	10-20100	8,053.61	M
11/25	11/28/2025	20624	3670	Teton Technology	10-20100	121.49	M
12/25	12/03/2025	20625	3670	Teton Technology	52-20100	3,261.60	M
12/25	12/05/2025	20629	410	AT&T MOBILITY	52-20100	668.88	M
12/25	12/05/2025	20631	2880	Xpress Bill Pay	52-20100	643.44	M
12/25	12/02/2025	20779	290	Alpine Excavation LLC	51-20100	473.75	
12/25	12/02/2025	20780	340	Altitude Air, LLC	10-20100	5,064.00	
12/25	12/02/2025	20781	480	Belinda Penny	10-20100	1,040.00	
12/25	12/02/2025	20782	710	Core & Main	51-20100	4,296.15	
12/25	12/02/2025	20783	870	Energy Laboratories, Inc	52-20100	377.00	
12/25	12/02/2025	20784	910	Fall River Propane	52-20100	12.00	
12/25	12/02/2025	20785	4290	Grainger	52-20100	1,357.05	
12/25	12/02/2025	20786	2890	High Country Linen	10-20100	235.07	
12/25	12/02/2025	20787	1200	H-K Contractors	52-20100	7,400.00	
12/25	12/02/2025	20788	1240	IDAWY Waste District	10-20100	31.05	
12/25	12/02/2025	20789	1340	Jorgensen Engineering	10-20100	38,904.00	
12/25	12/02/2025	20790	4100	JP's Water & Sewer Service	52-20100	650.00	
12/25	12/02/2025	20791	4200	JVA, Inc.	52-20100	6,516.00	
12/25	12/02/2025	20792	1480	Lincoln County Clerk	10-20100	12.00	
12/25	12/02/2025	20793	2150	Mike Lamere	10-20100	210.00	
12/25	12/02/2025	20794	1700	One Call of Wyoming	52-20100	63.00	
12/25	12/02/2025	20795	1780	RE Investment Company	10-20100	497.25	
12/25	12/02/2025	20796	1880	Salt River Motors	10-20100	35.00	
12/25	12/02/2025	20797	2870	Sanderson Law Office	10-20100	2,600.00	
12/25	12/02/2025	20798	1910	Servant Electric, PC	10-20100	14,379.27	
12/25	12/02/2025	20799	2310	Town of Pinedale	52-20100	3,496.15	

M = Manual Check, V = Void Check

Town of Alpine

Check Register - Town of Alpine  
Check Issue Dates: 11/27/2025 - 12/11/2025

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/25	12/02/2025	20800	3110	Travis Osmond	10-20100	250.00
12/25	12/02/2025	20801	2390	USABlueBook	52-20100	1,426.05
12/25	12/02/2025	20802	2450	Valley Auto Supply	10-20100	638.73
12/25	12/02/2025	20803	2480	Valley Wide Cooperative, Inc	10-20100	1,088.21
12/25	12/02/2025	20804	4290	W.W. Grainger, Inc.	52-20100	3,278.88
12/25	12/02/2025	20805	3530	Westbank Sanitation	52-20100	3,325.40
12/25	12/02/2025	20806	2590	Western States Equipment	10-20100	11,490.00
12/25	12/02/2025	20807	3950	Williams, Porter, Day & Neville, P.C.	10-20100	408.00
12/25	12/02/2025	20808	2830	Xylem Water Solutions U.S.A., Inc.	52-20100	1,831.00
12/25	12/01/2025	20811	3110	Kaylee Tomko	10-20100	250.00
12/25	12/10/2025	20818	450	Bank of Star Valley	10-20100	58,412.27
Grand Totals:						193,546.02

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-20100	427.92	101,174.25-	100,746.33-
10-42-315	6,145.70	.00	6,145.70
10-42-335	1,304.64	.00	1,304.64
10-42-370	85.10	.00	85.10
10-42-415	12.00	.00	12.00
10-50-331	2,526.00	.00	2,526.00
10-50-335	456.62	.00	456.62
10-54-333	325.80	.00	325.80
10-56-410	195.70	.00	195.70
10-56-452	44.11	.00	44.11
10-58-330	1,616.29	.00	1,616.29
10-58-332	6,086.50	.00	6,086.50
10-58-335	163.08	.00	163.08
10-58-410	1,244.55	427.92-	816.63
10-58-450	130.86	.00	130.86
10-58-452	1,007.87	.00	1,007.87
10-58-454	587.15	.00	587.15
10-65-332	35.00	.00	35.00
10-65-340	210.00	.00	210.00
10-65-452	44.15	.00	44.15
10-66-422	497.25	.00	497.25
10-66-425	500.00	.00	500.00
10-90-546	11,490.00	.00	11,490.00
10-95-640	66,465.88	.00	66,465.88
51-20100	.00	38,402.52-	38,402.52-
51-42-315	15,269.50	.00	15,269.50
51-42-335	326.16	.00	326.16
51-42-370	279.17	.00	279.17
51-42-410	40.00	.00	40.00
51-80-332	4,584.51	.00	4,584.51
51-80-452	308.72	.00	308.72
51-80-453	1,694.33	.00	1,694.33
51-80-500	50.50	.00	50.50
51-90-545	15,849.63	.00	15,849.63
52-20100	60.25	54,457.42-	54,397.17-
52-42-315	286.00	.00	286.00
52-42-335	815.40	.00	815.40

Town of Alpine

Check Register - Town of Alpine  
Check Issue Dates: 11/27/2025 - 12/11/2025

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GL Account	Debit	Credit	Proof
52-42-370	279.17	.00	279.17
52-82-332	8,140.00	.00	8,140.00
52-82-454	853.07	.00	853.07
52-83-315	1,520.20	.00	1,520.20
52-83-320	43.45	.00	43.45
52-83-332	895.82	.00	895.82
52-83-454	5,411.90	.00	5,411.90
52-84-315	275.00	.00	275.00
52-84-318	3,496.15	.00	3,496.15
52-84-320	490.00	.00	490.00
52-84-332	10,436.70	.00	10,436.70
52-84-400	4,954.76	.00	4,954.76
52-84-454	5,687.80	.00	5,687.80
52-84-500	.00	60.25-	60.25-
52-90-541	5,814.00	.00	5,814.00
52-90-543	5,058.00	.00	5,058.00
Grand Totals:	194,522.36	194,522.36-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Treasurer: \_\_\_\_\_

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

TOWN OF ALPINE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUE</u>					
10-31-100 PROPERTY TAX	10,232.52	16,433.77	135,000.00	118,566.23	12.2
10-31-110 MOTOR VEHICLE TAX	54,605.83	54,605.83	66,000.00	11,394.17	82.7
10-31-200 BASIC SALES & USE TAX	49,118.14	185,752.29	585,000.00	399,247.71	31.8
10-31-210 LOCAL OPTIONS SALES & USE TAX	41,201.37	166,835.50	390,000.00	223,164.50	42.8
10-31-220 GAS TAX	5,884.90	22,452.14	45,000.00	22,547.86	49.9
10-31-225 SPECIAL FUELS TAX	1,227.25	4,671.91	12,000.00	7,328.09	38.9
10-31-230 CIG. TAX	854.46	3,375.53	8,000.00	4,624.47	42.2
10-31-235 LODGING TAX	40,527.91	135,111.44	200,000.00	64,888.56	67.6
10-31-240 FRANCHISE TAX	144.52	10,351.01	16,500.00	6,148.99	62.7
10-31-250 SEVERANCE TAX	.00	.00	23,000.00	23,000.00	.0
10-31-260 MINERAL ROYALTIES	50,279.50	50,279.50	106,000.00	55,720.50	47.4
10-31-270 DIRECT DISTRIBUTION	.00	67,079.95	145,000.00	77,920.05	46.3
TOTAL TAX REVENUE	254,076.40	716,948.87	1,731,500.00	1,014,551.13	41.4
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSE	945.00	3,095.00	20,000.00	16,905.00	15.5
10-32-110 LIQUOR LICENSE	1,000.00	8,025.00	11,000.00	2,975.00	73.0
10-32-120 BUILDING PERMITS	1,650.00	56,264.35	140,000.00	83,735.65	40.2
10-32-125 DEVELOPMENT FEES	16,799.30	17,299.30	.00	17,299.30	.0
10-32-130 DOG & CAT LICENSE	10.00	80.00	800.00	720.00	10.0
TOTAL LICENSES AND PERMITS	20,404.30	84,763.65	171,800.00	87,036.35	49.3
<u>CHARGES FOR SERVICES</u>					
10-33-100 RENTS	4,251.00	15,919.00	255,000.00	239,081.00	6.2
10-33-120 UTILITIES	.00	.00	1,500.00	1,500.00	.0
10-33-130 EVENTS REVENUE	.00	.00	7,500.00	7,500.00	.0
10-33-135 MOUTAIN DAYS REVENUE	.00	400.00	16,500.00	16,100.00	2.4
10-33-140 RECAPTURE REVENUE	15,183.23	75,916.11	.00	75,916.11	.0
TOTAL CHARGES FOR SERVICES	19,434.23	92,235.11	280,500.00	188,264.89	32.9
<u>INTERGOVERNMENTAL REVENUE</u>					
10-34-100 LOTTERY	3,934.43	5,580.57	18,000.00	12,419.43	31.0
10-34-200 GRANT INCOME	.00	42,080.50	426,000.00	383,919.50	9.9
TOTAL INTERGOVERNMENTAL REVENUE	3,934.43	47,661.07	444,000.00	396,338.93	10.7

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES &amp; PENALTIES</u>					
10-35-100 CITATIONS	182.00	802.00	5,000.00	4,198.00	16.0
TOTAL FINES & PENALTIES	182.00	802.00	5,000.00	4,198.00	16.0
<u>OTHER REVENUE</u>					
10-38-100 INTEREST INCOME	2,477.12	11,767.81	36,000.00	24,232.19	32.7
10-38-800 OTHER INCOME	28.47	178.47	.00	( 178.47)	.0
10-38-900 PROCEEDS FROM ASSET SALES	.00	.00	5,000.00	5,000.00	.0
TOTAL OTHER REVENUE	2,505.59	11,946.28	41,000.00	29,053.72	29.1
TOTAL FUND REVENUE	300,536.95	954,356.98	2,873,800.00	1,719,443.02	35.7

TOWN OF ALPINE  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>MAYOR &amp; COUNCIL</b>					
10-41-110 ELECTED OFFICER SALARIES	3,557.74	10,844.30	33,000.00	22,155.70	32.9
10-41-210 PAYROLL TAXES	255.39	701.24	2,900.00	1,798.76	28.1
10-41-220 HEALTH INSURANCE	15,480.52	20,657.51	18,500.00	2,157.51	111.7
10-41-387 MILEAGE	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL MAYOR &amp; COUNCIL</b>	<b>19,293.65</b>	<b>32,203.05</b>	<b>55,000.00</b>	<b>22,796.95</b>	<b>58.6</b>
<b>ADMINISTRATION</b>					
10-42-110 ADMIN SALARIES	14,103.18	65,856.70	200,000.00	134,143.30	32.9
10-42-210 ADMIN PAYROLL TAXES	7,206.34	14,561.62	20,000.00	5,438.18	72.8
10-42-220 ADMIN MEDICAL BENEFITS	( 425.28)	1,588.56	36,000.00	34,431.44	4.4
10-42-230 ADMIN RETIREMENT	2,826.03	7,359.60	36,000.00	28,640.40	20.4
10-42-240 ADMIN HUMAN RESOURCES	871.99	( 173.91)	3,000.00	3,173.91	( 5.8)
10-42-314 WEBSITE	.00	( 1,136.66)	10,000.00	11,136.66	( 11.4)
10-42-315 PROFESSIONAL SERVICES	16,607.48	29,072.85	90,000.00	60,927.15	32.3
10-42-325 OFFICE EQUIPMENT LEASE/RENT	( 3,585.74)	( 2,923.10)	4,000.00	6,923.10	( 73.1)
10-42-335 SOFTWARE AND IT	7,645.35	25,935.59	35,000.00	9,064.41	74.1
10-42-340 TELEPHONE/FAX	1,056.52	2,529.58	7,000.00	4,470.42	36.1
10-42-345 NEW OFFICE EQUIPMENT	.00	565.96	1,000.00	434.04	56.6
10-42-350 ADVERTISING	.00	304.13	5,000.00	4,695.87	6.1
10-42-360 DUES & MEMBERSHIPS	.00	2,743.75	7,500.00	4,756.25	36.6
10-42-370 MERCHANT FEES/BANK CHARGES	149.56	1,840.96	5,000.00	3,159.04	36.8
10-42-380 LIABILITY POOL INSURANCE	.00	.00	2,750.00	2,750.00	.0
10-42-381 OTHER INSURANCE	.00	1,632.64	2,500.00	867.36	65.3
10-42-390 ADMIN EDUCATION & TRAINING	( 308.00)	7.00	4,000.00	3,993.00	.2
10-42-395 ADMIN TRAVEL	.00	97.69	4,000.00	3,902.31	2.4
10-42-405 ADMIN POSTAGE	83.75	578.60	3,000.00	2,421.40	19.3
10-42-410 ADMIN OFFICE SUPPLIES	78.50	752.18	6,000.00	5,247.82	12.5
10-42-415 OTHER EXPENSES	.00	( 1,385.40)	.00	1,385.40	.0
<b>TOTAL ADMINISTRATION</b>	<b>46,109.88</b>	<b>149,786.54</b>	<b>481,750.00</b>	<b>331,963.46</b>	<b>31.1</b>
<b>COURT</b>					
10-45-100 JUDGE SALARY	.00	2,000.00	6,000.00	4,000.00	33.3
10-45-110 COURT CLERK SALARY	.00	.00	3,300.00	3,300.00	.0
10-45-210 COURT PAYROLL TAXES	.00	153.00	750.00	597.00	20.4
10-45-220 COURT MEDICAL BENEFITS	.00	.00	550.00	550.00	.0
10-45-230 COURT RETIREMENT	.00	.00	700.00	700.00	.0
10-45-311 COURT LEGAL & PROFESSIONAL	.00	.00	5,000.00	5,000.00	.0
10-45-335 COURT IT	.00	7,283.33	5,000.00	( 2,283.33)	145.7
10-45-395 COURT TRAINING & TRAVEL EXP	.00	.00	500.00	500.00	.0
10-45-410 COURT OFFICE SUPPLIES - POST	.00	.00	500.00	500.00	.0
10-45-411 COURT SOFTWARE	197.00	788.00	3,000.00	2,212.00	26.3
<b>TOTAL COURT</b>	<b>197.00</b>	<b>10,224.33</b>	<b>25,300.00</b>	<b>15,075.67</b>	<b>40.4</b>



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<b>TRAVEL &amp; TOURISM</b>					
10-48-100 TRAVEL & TOURISM WAGES	.00	.00	3,400.00	3,400.00	.0
10-48-210 TRAVEL & TOURISM PAYROLL TAXES	.00	.00	300.00	300.00	.0
10-48-220 TOURISM BOARD MEDICAL BENEFIT	.00	.00	600.00	600.00	.0
10-48-230 TOURISM BOARD RETIREMENT	.00	.00	700.00	700.00	.0
10-48-315 TRAVEL & TOURISM PROFESSIONAL	.00	.00	1,000.00	1,000.00	.0
10-48-410 TRAVEL & TOURISM SUPPLIES	.00	57.00	100.00	43.00	57.0
10-48-415 TRAVEL & TOURISM GRANT AWARDS	4,224.00	96,611.73	205,106.00	108,484.27	47.1
<b>TOTAL TRAVEL &amp; TOURISM</b>	<b>4,224.00</b>	<b>96,668.73</b>	<b>211,206.00</b>	<b>114,537.27</b>	<b>45.8</b>
<b>BUILDING &amp; DEVELOPMENT</b>					
10-50-110 P & Z WAGES	5,347.59	30,376.31	75,000.00	44,623.69	40.5
10-50-210 P & Z PAYROLL TAXES	2,740.17	6,208.85	5,500.00	708.85	112.9
10-50-220 P & Z MEDICAL BENEFITS	( 209.68)	4,967.31	20,000.00	15,032.69	24.8
10-50-230 P & Z RETIREMENT	893.78	2,193.07	12,000.00	9,806.93	18.3
10-50-315 BUILDING INSPECTION SERVICES	.00	.00	84,000.00	84,000.00	.0
10-50-331 P & Z LEGAL & PROFESSIONAL	29,292.85	32,696.30	24,000.00	8,696.30	136.2
10-50-335 P & Z IT	456.62	9,253.38	15,000.00	5,745.62	61.7
10-50-350 P & Z ADVERTISING	147.25	622.26	1,500.00	877.74	41.5
10-50-365 P & Z TRAINING & TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-50-367 P & Z MILEAGE	.00	.00	500.00	500.00	.0
10-50-410 P & Z OFFICE SUPPLIES & STAMPS	118.50	946.36	7,500.00	6,553.64	12.6
10-50-411 P & Z SOFTWARE	.00	.00	7,500.00	7,500.00	.0
<b>TOTAL BUILDING &amp; DEVELOPMENT</b>	<b>38,787.08</b>	<b>87,263.84</b>	<b>254,000.00</b>	<b>166,736.16</b>	<b>34.4</b>
<b>STREETS</b>					
10-54-110 STREETS SALARY & WAGES	6,799.65	23,915.48	210,000.00	186,084.52	11.4
10-54-210 STREETS PAYROLL TAXES	771.05	3,525.96	25,000.00	21,474.14	14.1
10-54-220 STREETS MEDICAL BENEFITS	.00	451.87	50,000.00	49,548.13	.9
10-54-230 STREETS RETIREMENT	1,286.10	2,923.43	41,000.00	38,076.57	7.1
10-54-315 STREETS PROFESSIONAL SERVICES	.00 ( 3.29)	.00	500.00	503.29 ( .7)	
10-54-333 REPAIRS & MAINT. - STREETS	2,701.89	70,544.81	80,000.00	9,455.19	88.2
10-54-334 REPAIRS & MAINT. - SNOW REMOVA	.00	.00	30,000.00	30,000.00	.0
10-54-350 STREETS EQUIPMENT R & M	.00	.00	15,000.00	15,000.00	.0
10-54-351 SNOW REMOVAL EQUIPMENT R & M	.00 ( 849.90)	.00	35,000.00	35,849.90 ( 1.9)	
10-54-380 STREETS INSURANCE	.00	1,691.97	.00	1,691.97	.0
10-54-400 STREETS - TOOLS & EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
10-54-445 STREETS SIGNS	4,353.68	6,326.47	10,000.00	3,673.53	63.3
10-54-454 FUEL - STREETS	516.74	2,781.39	5,000.00	2,218.61	55.6
10-54-455 FUEL - SNOW REMOVAL	516.74	516.74	25,000.00	24,483.26	2.1
<b>TOTAL STREETS</b>	<b>16,925.85</b>	<b>112,024.83</b>	<b>529,500.00</b>	<b>417,475.17</b>	<b>21.2</b>

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<b>LAW ENFORCEMENT</b>					
10-56-110 CODE ENFORCEMENT SALARY	1,648.53	8,028.41	21,000.00	12,971.59	38.2
10-56-210 CODES PAYROLL TAXES	182.30	930.06	2,500.00	1,569.94	37.2
10-56-220 CODES MEDICAL BENEFITS	( 60.82)	734.72	5,500.00	4,765.28	13.4
10-56-230 CODES RETIREMENT	306.95	1,494.85	4,000.00	2,505.15	37.4
10-56-319 COUNTY OFFICER CONTRACT & COMM	706.50	67,119.50	145,000.00	77,880.50	46.3
10-56-335 SOFTWARE AND IT	.00	7,283.33	.00	( 7,283.33)	.0
10-56-410 CODES OFFICE SUPPLIES	195.70	802.50	1,000.00	197.50	80.3
10-56-415 CODES OTHER EXPENSES	.00	.00	5,000.00	5,000.00	.0
10-56-452 CODES UTILITIES	44.11	132.27	750.00	617.73	17.6
10-56-454 CODES FUEL & MILEAGE	55.34	115.31	2,000.00	1,884.69	5.8
<b>TOTAL LAW ENFORCEMENT</b>	<b>3,078.81</b>	<b>86,641.55</b>	<b>186,750.00</b>	<b>100,108.45</b>	<b>46.4</b>
<b>FACILITIES</b>					
10-58-110 FACILITIES SALARY & WAGES	.00	.00	100,000.00	100,000.00	.0
10-58-210 FACILITIES - PAYROLL TAX	.00	.00	12,000.00	12,000.00	.0
10-58-220 FACILITIES - MEDICAL BENEFITS	.00	.00	18,000.00	18,000.00	.0
10-58-230 FACILITIES - RETIREMENT	.00	.00	22,000.00	22,000.00	.0
10-58-330 FACILITIES - TOWN HALL R & M	2,069.24	11,793.46	17,500.00	5,706.52	67.4
10-58-332 FACILITIES - C.C. R & M	823.22	3,854.43	17,500.00	13,645.57	22.0
10-58-334 FACILITIES - SHOP R & M	12.16	3,543.42	7,500.00	3,956.58	47.3
10-58-335 FACILITIES SOFTWARE AND IT	313.08	1,004.32	4,000.00	2,995.68	25.1
10-58-336 FACILITIES - MC BLDG R & M	.00	.00	2,500.00	2,500.00	.0
10-58-360 FACILITIES - CDC R & M	.00	.00	1,000.00	1,000.00	.0
10-58-380 FACILITIES - RENTAL SIDE OF TH	.00	.00	2,500.00	2,500.00	.0
10-58-400 FACILITIES TOOLS & EQUIPMENT	.00	2,170.74	10,000.00	7,829.26	21.7
10-58-410 SHOP SUPPLIES	1,055.10	4,763.85	10,000.00	5,236.15	47.6
10-58-411 CIVIC CENTER SUPPLIES	1,694.03	( 231.65)	2,500.00	2,731.65	( 9.3)
10-58-450 FACILITIES - T.H. UTILITIES	155.20	474.56	3,000.00	2,525.44	15.8
10-58-452 FACILITIES - C.C. UTILITIES	1,357.80	1,961.41	20,000.00	18,038.59	9.8
10-58-454 FACILITIES - SHOP UTILITIES	984.91	2,068.35	20,000.00	17,931.65	10.3
10-58-456 FACILITIES - MC UTILITIES	.00	.00	250.00	250.00	.0
10-58-540 FACILITIES - TOWN INSURANCE	.00	1,413.65	3,000.00	1,586.35	47.1
10-58-542 FACILITIES - SHOP INSURANCE	.00	1,983.03	2,500.00	516.97	79.3
10-58-544 FACILITIES - C.C. INSURANCE	.00	4,158.81	4,000.00	( 158.81)	104.0
10-58-546 FACILITIES - M.C. INSURANCE	.00	.00	2,500.00	2,500.00	.0
10-58-548 FACILITIES - CDC INSURANCE	.00	796.93	.00	( 796.93)	.0
10-58-550 FACILITIES - FIRE DEPT INS	.00	1,543.38	.00	( 1,543.38)	.0
<b>TOTAL FACILITIES</b>	<b>8,294.74</b>	<b>41,298.71</b>	<b>282,250.00</b>	<b>240,951.29</b>	<b>14.6</b>

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GENERAL FUND

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<b>PARKS</b>					
10-65-110 PARKS SALARIES & WAGES	.00	9,266.28	100,000.00	90,733.72	9.3
10-65-210 PARKS PAYROLL TAXES	.00	1,117.79	12,000.00	10,882.21	9.3
10-65-220 PARKS MEDICAL BENEFITS	.00	2,451.87	18,000.00	15,548.13	13.6
10-65-230 PARKS RETIREMENT	.00	1,851.74	22,000.00	20,148.26	8.4
10-65-315 PARKS PROFESSIONAL SERVICES	.00	1,710.00	500.00	( 1,210.00)	342.0
10-65-332 PARKS REPAIRS & MAINT.	314.81	3,461.78	45,000.00	41,538.22	7.7
10-65-340 PARKS OUTSIDE SERVICES/SUB CON	1,280.00	4,060.00	25,000.00	20,940.00	16.2
10-65-380 PARKS INSURANCE	.00	16.27	.00	( 16.27)	.0
10-65-450 PARKS - VEHICLES, TOOLS, & EQU	.00	1,257.89	2,000.00	742.11	62.9
10-65-452 PARKS UTILITIES	854.39	3,736.47	15,500.00	11,761.53	24.1
10-65-454 PARKS FUEL	345.11	735.49	2,500.00	1,764.51	29.4
<b>TOTAL PARKS</b>	<b>2,774.31</b>	<b>29,667.58</b>	<b>242,500.00</b>	<b>212,832.42</b>	<b>12.2</b>
<b>EVENTS</b>					
10-66-110 EVENTS SALARIES & WAGES	.00	.00	3,500.00	3,500.00	.0
10-66-210 EVENTS PAYROLL TAXES	.00	.00	750.00	750.00	.0
10-66-220 EVENTS MEDICAL BENEFITS	.00	.00	1,000.00	1,000.00	.0
10-66-230 EVENTS RETIREMENT	.00	.00	1,500.00	1,500.00	.0
10-66-421 4TH OF JULY EXPENSES	.00	15,000.00	15,600.00	600.00	96.2
10-66-422 CHRISTMAS LIGHT EXPENSES	.00	( 29.98)	4,500.00	4,529.98	( .7)
10-66-423 PUMPKIN PATCH EXPENSES	789.28	1,069.28	1,800.00	730.72	59.4
10-66-424 TRUNK OR TREAT EXPENSES	.00	.00	350.00	350.00	.0
10-66-425 SANTA EXPENSES	.00	( 31.44)	1,975.00	2,006.44	( 1.8)
10-66-426 WINTER JUBILEE EXPENSES	.00	.00	12,200.00	12,200.00	.0
10-66-428 EASTER EGG HUNT EXPENSES	.00	.00	2,150.00	2,150.00	.0
10-66-429 SPRING CLEANUP EXPENSES	.00	.00	750.00	750.00	.0
10-66-430 MOUNTAIN DAYS EXPENSES	.00	384.79	20,000.00	19,615.21	1.9
10-66-431 MUSIC SERIES EXPENSES	.00	15,896.00	20,000.00	4,102.00	79.5
10-66-450 OTHER EVENTS EXPENSES	.00	( 89.16)	.00	89.16	.0
<b>TOTAL EVENTS</b>	<b>789.28</b>	<b>32,201.49</b>	<b>86,075.00</b>	<b>53,873.51</b>	<b>37.4</b>
<b>BUSINESS &amp; COMMUNITY DEV</b>					
10-70-315 BUSINESS & COMMUNITY DEVELOPME	.00	5,387.51	10,000.00	4,612.49	53.9
<b>TOTAL BUSINESS &amp; COMMUNITY DEV</b>	<b>.00</b>	<b>5,387.51</b>	<b>10,000.00</b>	<b>4,612.49</b>	<b>53.9</b>

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CAPITAL OUTLAY					
10-90-540 CAPITAL EXPENDITURES	.00	19,899.50	.00	( 19,899.50)	.0
10-90-541 MASTER PLAN	10,918.64	50,014.71	145,000.00	94,985.29	34.5
10-90-545 SS4A PROJECT EXPENSES	1,595.00	1,595.00	300,000.00	298,405.00	.5
10-90-546 FY 2028 CAPITAL PROJECTS	14,288.05	36,828.62	62,000.00	25,171.38	59.4
10-90-547 USED SERVICE BODY PICK-UP	.00	335.60	45,000.00	44,664.40	.8
TOTAL CAPITAL OUTLAY	26,801.69	108,473.43	552,000.00	443,526.57	19.7
DEBT SERVICE					
10-95-420 DEBT SERVICE LOAN PRINCIPAL	37,703.80	37,703.80	134,000.00	96,296.20	28.1
10-95-430 DEBT SERVICE LOAN INTEREST	3,725.48	3,725.48	.00	( 3,725.48)	.0
10-95-440 CAPITAL LEASE PAYMENTS	8,053.61	32,214.44	205,000.00	172,785.56	15.7
TOTAL DEBT SERVICE	49,482.89	73,643.72	339,000.00	265,356.28	21.7
TOTAL FUND EXPENDITURES	216,738.96	865,485.31	3,255,331.00	2,389,845.69	26.6
NET REVENUE OVER EXPENDITURES	83,797.99	88,871.67	( 581,531.00)	( 670,402.67)	15.3

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WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUE</u>					
51-33-100 WATER USAGE FEES	46,831.48	198,893.58	665,000.00	466,106.42	29.9
51-33-120 TRANSFER FEES	1,010.16	7,147.17	7,500.00	352.83	95.3
51-33-400 CONNECTION FEES	5,100.00	50,340.00	100,000.00	49,660.00	50.3
TOTAL OPERATING REVENUE	52,941.64	256,380.75	772,500.00	516,119.25	33.2
<u>GRANT INCOME</u>					
51-34-100 GRANT REVENUE	.00	117,357.60	877,000.00	759,642.40	13.4
TOTAL GRANT INCOME	.00	117,357.60	877,000.00	759,642.40	13.4
<u>OTHER INCOME</u>					
51-38-310 INTEREST INCOME	4,873.45	21,439.32	36,000.00	14,560.68	59.6
TOTAL OTHER INCOME	4,873.45	21,439.32	36,000.00	14,560.68	59.6
TOTAL FUND REVENUE	57,815.09	395,177.67	1,685,500.00	1,290,322.33	23.5

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WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ADMINISTRATION</b>					
51-42-110 ADMIN SALARIES & WAGES	5,427.98	28,250.64	30,000.00	1,749.36	94.2
51-42-210 ADMIN PAYROLL TAXES	3,085.88	6,177.44	2,500.00	( 3,677.44)	247.1
51-42-220 ADMIN MEDICAL BENEFITS	( 121.24)	2,770.36	5,000.00	2,229.64	55.4
51-42-230 ADMIN RETIREMENT	1,010.88	2,528.70	6,000.00	3,473.30	42.1
51-42-315 ADMIN PROFESSIONAL SERVICES	19,665.33	30,170.43	50,000.00	19,829.57	60.3
51-42-335 SOFTWARE & IT	1,363.47	13,862.86	8,500.00	( 5,392.86)	163.5
51-42-360 DUES & MEMBERSHIPS	5.00	( 878.32)	3,000.00	3,878.32	( 29.3)
51-42-370 BANK CHARGES	516.57	2,241.13	6,000.00	3,758.87	37.4
51-42-380 INSURANCE	.00	4,344.77	4,500.00	155.23	98.6
51-42-395 TRAVEL & EDUCATION	.00	.00	2,000.00	2,000.00	0
51-42-405 POSTAGE	182.50	987.50	5,000.00	4,012.50	19.8
51-42-410 OFFICE & MISCELLANEOUS	42.58	754.08	8,000.00	7,245.94	9.4
<b>TOTAL ADMINISTRATION</b>	<b>31,158.55</b>	<b>91,237.57</b>	<b>130,500.00</b>	<b>39,282.43</b>	<b>69.9</b>
<b>FIELD OPS</b>					
51-80-110 FO SALARIES & WAGES	11,537.42	42,287.58	140,000.00	97,732.44	30.2
51-80-210 FO PAYROLL TAXES	1,286.40	5,798.08	22,000.00	16,211.92	28.3
51-80-220 FO MEDICAL BENEFITS	( 286.92)	5,778.06	56,000.00	50,221.94	10.3
51-80-230 FO RETIREMENT	2,101.42	5,066.83	35,000.00	29,933.17	14.5
51-80-315 PROFESSIONAL SERVICES	.00	.00	3,000.00	3,000.00	0
51-80-320 TESTING	111.95	611.42	10,000.00	9,388.58	6.1
51-80-325 RENT	.00	.00	25,000.00	25,000.00	.0
51-80-332 REPAIRS & MAINTENANCE	17,927.86	106,585.89	105,000.00	( 1,585.89)	101.5
51-80-335 SOFTWARE AND IT	.00	.00	7,000.00	7,000.00	.0
51-80-380 FO INSURANCE	.00	174.37	.00	( 174.37)	.0
51-80-395 TRAVEL & EDUCATION	.00	91.56	2,000.00	1,908.44	4.6
51-80-400 TOOLS & EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
51-80-430 CHEMICALS	875.00	3,575.00	7,500.00	3,925.00	47.7
51-80-452 UTILITIES (DISTRIBUTION)	334.53	966.96	7,500.00	6,533.04	12.9
51-80-453 UTILITIES WELLS (GENERATION)	3,417.17	11,889.74	30,000.00	18,310.26	39.0
51-80-454 FUEL	280.11	288.15	7,500.00	7,211.85	3.8
51-80-500 VEHICLE REPAIRS & MAINT	2,798.89	4,000.13	.00	( 4,000.13)	.0
51-80-800 DEPRECIATION EXPENSE	.00	( 120,000.00)	175,000.00	295,000.00	( 68.6)
<b>TOTAL FIELD OPS</b>	<b>40,483.63</b>	<b>66,883.75</b>	<b>637,500.00</b>	<b>570,616.25</b>	<b>10.5</b>
<b>CAPITAL OUTLAY</b>					
51-90-540 CAPITAL OUTLAY	.00	.00	85,000.00	85,000.00	.0
51-90-545 RADIO READ PROJECT	29,943.04	98,423.98	1,100,000.00	1,003,576.04	8.8
51-90-546 CAPACITY FEE STUDY - WATER	4,404.37	7,513.97	5,000.00	( 2,513.97)	150.3
<b>TOTAL CAPITAL OUTLAY</b>	<b>34,347.41</b>	<b>103,937.93</b>	<b>1,170,000.00</b>	<b>1,086,062.07</b>	<b>8.9</b>

TOWN OF ALPINE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

Section 5, Itemd.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
DEBT SERVICE					
51-95-420 DEBT SERVICES	.00	11,498.58	28,000.00	16,501.42	41.1
51-95-430 INTEREST EXPENSE	14,441.07	16,899.08	1,000.00	( 15,899.08)	1689.9
TOTAL DEBT SERVICE	14,441.07	28,397.66	29,000.00	602.34	97.9
TOTAL FUND EXPENDITURES	120,430.66	290,456.91	1,967,000.00	1,676,543.09	14.8
NET REVENUE OVER EXPENDITURES	( 62,815.57)	104,720.76	( 281,500.00)	( 386,220.76)	37.2

TOWN OF ALPINE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

Section 5, Itemd.

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING REVENUE</u>					
52-33-100 MONTHLY SERVICE FEES	46,794.87	206,524.35	750,000.00	543,475.65	27.5
52-33-200 CONNECTION FEES	19,311.97	30,186.42	200,000.00	169,803.58	15.1
TOTAL OPERATING REVENUE	66,106.84	236,720.77	950,000.00	713,279.23	24.9
<u>OTHER INCOME</u>					
52-38-100 INTEREST INCOME	3,881.83	14,066.57	36,000.00	21,933.43	39.1
52-38-200 MISC INCOME	.00	2,340.50	.00	( 2,340.50)	.0
TOTAL OTHER INCOME	3,881.83	16,407.07	36,000.00	19,592.93	45.6
TOTAL FUND REVENUE	69,988.67	253,127.84	986,000.00	732,872.16	25.7



TOWN OF ALPINE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

Section 5, Itemd.

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ADMINISTRATION</b>					
52-42-110 ADMIN SALARIES & WAGES	.00	.00	30,000.00	30,000.00	.0
52-42-210 ADMIN PAYROLL TAXES	.00	.00	2,500.00	2,500.00	.0
52-42-220 ADMIN MEDICAL BENEFITS	.00	.00	5,000.00	5,000.00	.0
52-42-230 ADMIN RETIREMENT	.00	.00	6,000.00	6,000.00	.0
52-42-315 PROFESSIONAL SERVICES	9,333.34	9,460.94	12,000.00	2,539.06	78.8
52-42-335 SOFTWARE & IT	1,789.24	15,786.34	.00	( 15,786.34)	.0
52-42-370 BANK CHARGES	516.57	2,241.13	20,000.00	17,758.87	11.2
52-42-380 INSURANCE	.00	41,248.46	31,000.00	( 10,248.46)	133.1
52-42-405 POSTAGE	182.50	987.50	5,000.00	4,012.50	19.8
52-42-410 OFFICE & MISCELLANEOUS	.00	480.37	5,000.00	4,519.63	9.6
<b>TOTAL ADMINISTRATION</b>	<b>11,801.85</b>	<b>70,184.74</b>	<b>116,500.00</b>	<b>46,315.26</b>	<b>60.2</b>
<b>COLLECTIONS</b>					
52-82-110 COLLECTIONS SALARIES & WAGES	3,510.50	13,557.50	45,000.00	31,442.50	30.1
52-82-210 COLLECTIONS PAYROLL TAXES	385.41	1,497.42	7,000.00	5,502.58	21.4
52-82-220 COLLECTIONS MEDICAL BENEFITS	( 165.69)	3,835.53	17,000.00	13,164.47	22.6
52-82-230 COLLECTIONS RETIREMENT	853.65	1,506.62	13,000.00	11,493.38	11.6
52-82-315 PROFESSIONAL SERVICES	.00	33.00	12,000.00	11,967.00	.3
52-82-320 TESTING	.00	.00	100.00	100.00	.0
52-82-325 RENT	.00	.00	25,000.00	25,000.00	.0
52-82-332 REPAIRS & MAINTENANCE	( 307.20)	2,715.32	75,000.00	72,284.68	3.6
52-82-335 SOFTWARE & IT	.00	.00	10,000.00	10,000.00	.0
52-82-380 COLLECTIONS INSURANCE	.00	136.78	.00	( 136.78)	.0
52-82-390 TRAVEL/EDUC./TRAINING	.00	.00	5,000.00	5,000.00	.0
52-82-400 TOOLS & EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
52-82-454 UTILITIES	1,177.51	3,125.93	15,000.00	11,874.07	20.6
52-82-455 FUEL	303.91	303.91	7,500.00	7,196.09	4.1
52-82-500 VEHICLE REPAIRS & MAINT	.00	.00	10,000.00	10,000.00	.0
52-82-800 DEPRECIATION EXPENSE	.00	.00	120,000.00	120,000.00	.0
<b>TOTAL COLLECTIONS</b>	<b>5,558.10</b>	<b>26,712.01</b>	<b>366,600.00</b>	<b>339,887.99</b>	<b>7.3</b>
<b>PRE-TREATMENT</b>					
52-83-110 PRE- TREATMENT S & W	4,680.00	4,680.00	45,000.00	40,320.00	10.4
52-83-210 PRE- TREATMENT PAYROLL TAXES	530.71	530.71	7,000.00	6,469.29	7.6
52-83-220 PRE- TREATMENT MEDICAL BENEFITS	.00	.00	17,000.00	17,000.00	.0
52-83-230 PRE- TREATMENT RETIREMENT	432.90	432.90	13,000.00	12,567.10	3.3
52-83-315 PROFESSIONAL SERVICES	600.00	600.00	24,000.00	23,400.00	2.5
52-83-320 TESTING	.00	.00	10,000.00	10,000.00	.0
52-83-332 REPAIRS & MAINTENANCE	9,188.78	11,381.22	25,000.00	13,618.78	45.5
52-83-335 SOFTWARE AND IT	.00	.00	5,000.00	5,000.00	.0
52-83-454 UTILITIES	2,535.11	3,591.86	50,000.00	46,408.14	7.2
52-83-800 DEPRECIATION EXPENSE	.00	.00	120,000.00	120,000.00	.0
<b>TOTAL PRE-TREATMENT</b>	<b>17,967.50</b>	<b>21,216.69</b>	<b>316,000.00</b>	<b>294,783.31</b>	<b>6.7</b>

TOWN OF ALPINE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2025

Section 5, Itemd.

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>WWTP</b>					
52-84-110 WWTP SALARIES & WAGES	3,731.00	15,039.33	45,000.00	29,960.67	33.4
52-84-210 WWTP PAYROLL TAXES	1,287.81	6,167.07	7,000.00	832.93	88.1
52-84-220 WWTP MEDICAL BENEFITS	6,980.32	33,194.96	17,000.00	( 16,194.96)	195.3
52-84-230 WWTP RETIREMENT	2,140.90	5,255.69	13,000.00	7,744.31	40.4
52-84-315 PROFESSIONAL SERVICES	2,845.00	2,845.00	60,000.00	57,155.00	4.7
52-84-318 SLUDGE HAULING/DISPOSAL	14,340.19	( 2,653.51)	60,000.00	62,653.51	( 4.4)
52-84-320 TESTING	643.58	2,793.95	5,000.00	2,206.05	55.9
52-84-332 REPAIRS & MAINTENANCE	2,588.11	36,039.29	90,000.00	53,960.71	40.0
52-84-335 SOFTWARE AND IT	.00	.00	12,000.00	12,000.00	.0
52-84-390 TRAVEL/EDUC/TRAINING	.00	1,110.92	5,000.00	3,889.08	22.2
52-84-400 TOOLS & EQUIPMENT	.00	1,322.00	10,000.00	8,678.00	13.2
52-84-454 UTILITIES	4,896.11	12,717.88	60,000.00	47,282.12	21.2
52-84-500 VEHICLE REPAIRS & MAINT	84.70	1,284.03	.00	( 1,284.03)	.0
<b>TOTAL WWTP</b>	<b>39,537.72</b>	<b>115,066.61</b>	<b>384,000.00</b>	<b>268,903.39</b>	<b>30.0</b>
<b>CAPITAL OUTLAY</b>					
52-90-540 WW CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
52-90-541 PRE-TREATMENT PROJECT	24,417.85	349,968.00	250,000.00	( 99,968.00)	140.0
52-90-542 CAPACITY FEE STUDY -WW	4,404.38	7,513.99	5,000.00	( 2,513.99)	150.3
52-90-543 FY 2026 CAPITAL PROJECTS	17,417.00	26,347.65	50,000.00	23,652.35	52.7
52-90-544 ULTRAVIOLET LIGHT PROJECT	6,308.23	6,308.23	140,000.00	133,691.77	4.5
<b>TOTAL CAPITAL OUTLAY</b>	<b>52,547.46</b>	<b>390,137.87</b>	<b>470,000.00</b>	<b>79,862.13</b>	<b>83.0</b>
<b>DEBT SERVICE</b>					
52-85-620 DEBT SERVICE PRINCIPAL	1,123.08	132,265.51	205,000.00	72,734.49	64.5
52-85-630 DEBT SERVICE INTEREST	5,878.92	83,480.89	60,000.00	( 23,480.89)	139.1
<b>TOTAL DEBT SERVICE</b>	<b>7,000.00</b>	<b>215,746.40</b>	<b>265,000.00</b>	<b>49,253.60</b>	<b>81.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>134,412.43</b>	<b>839,084.32</b>	<b>1,918,100.00</b>	<b>1,079,005.68</b>	<b>43.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 64,423.76)</b>	<b>( 585,966.48)</b>	<b>( 932,100.00)</b>	<b>( 346,133.52)</b>	<b>( 62.9)</b>

Date Submitted \_\_\_\_\_

ARPA GRANT NO. WS-1068

GRANT DRAFT REQUEST

TO: WYOMING STATE LOAN & INVESTMENT BOARD  
OFFICE OF STATE LANDS & INVESTMENTS  
122 WEST 25TH STREET, SUITE W103  
HERSCHLER BUILDING  
CHEYENNE, WYOMING 82002-0600

SLIB 100% LOCAL 0%

REQUESTED BY: Town of Alpine

PROJECT DESCRIPTION: Pretreatment and Sludge Handling Facility

Grant Draft Request #			3			SLIB Amount of Engineering
				SLIB Amount		
A. Amount of Previous Requests Approved .....			\$	750,000.00		39,150.76
(List and Attach Invoices Separately)			Total Invoice	SLIB Amount		SLIB Amount of Engineering
Company Name	Invoice #	Purchase Order Date or Service Dates				
Jorgensen Associates, Inc	52889	1/11/2024	\$ 8,452.50	5,779.18	\$	5,779.18
Jorgensen Associates, Inc	52889	1/11/2024	\$ 420.00	420.00	\$	420.00
Jorgensen Associates, Inc	53171-revised	2/26/2024	\$ 2,035.00	2,035.00	\$	2,035.00
TSE Engineering, PC	3234	9/1/2023-4/26/2024	\$ 360.00	360.00	\$	360.00
Journal Entry AP Invoice Correction	JE - 12.001	1/24/2024	1,015.00	1,015.00	\$	1,015.00
Jorgensen Associates, Inc	53135	2/16/2024	7,750.80	7,750.80	\$	7,750.80
Jorgensen Associates, Inc	53503	4/29/2024	5,338.00	5,338.00	\$	5,338.00
Jorgensen Associates, Inc	53505	4/30/2024	7,436.00	7,436.00	\$	7,436.00
JL Concrete & Construction	PP #4	5/1/2024	100,931.91	58,542.02	\$	
					\$	
Attach separate sheet if needed						
B. Current Request for Payment .....			\$ 133,739.21	\$ 88,676.00		30,133.98
C. Total Funds Approved to Date (A+B) .....			\$	838,676.00	\$	69,284.74

Office Use Only

Prog. Manager / Designee Approval \_\_\_\_\_ Date \_\_\_\_\_

Date Range \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_

Reference Page(s) \_\_\_\_\_

Date Range \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_

Reference Page(s) \_\_\_\_\_

Engineering RECAP	
Amount of Engineering Approved for Project:	\$ <u>150,000.00</u>
Less Previously Requested	<u>39,150.76</u>
Less Current Request	<u>30,133.98</u>
Total Engineering Approved to Date	<u>69,284.74</u>
Balance of Engineering Undisbursed:	\$ <u>80,715.26</u>

Funding RECAP	
D. Amount of Funds Approved for Project .....	\$ <u>838,676.00</u>
E. Less Funds Previously Requested (A) .....	\$ <u>750,000.00</u>
F. Less Current Request (B) .....	\$ <u>88,676.00</u>
G. Total Requests Approved to Date (E+F) .....	\$ <u>838,676.00</u>
H. Balance of Grant Funds Undisbursed (D-G) .....	\$ _____

I hereby certify that the above requested funds by: Town of Alpine for the amount on Line B is a true and accurate request for funds from the WYOMING STATE LOAN & INVESTMENT BOARD. I certify, under penalty of perjury, that this voucher and the items included herein for payment are correct and just in all respects; and that this voucher is approved for payment.

NOTE: All Signatures Must be Original - Photocopy of facsimile Signatures are NOT Acceptable - Document will be Returned.

BY: \_\_\_\_\_  
Eric Green, Mayor

ATTEST: \_\_\_\_\_  
Monica Chenault, Town Clerk/Treasurer

Name of contact person for this Grant Draft Request: \_\_\_\_\_  
Monica Chenault

Phone Number: 307-654-7758

E-mail Address: clerk@alpinewy.gov



# JORGENSEN

Jorgensen Associates, Inc  
PO Box 9550  
Jackson, WY 83002-9550  
307-733-5150

Town of Alpine  
Monica Chenault  
P.O. Box 3070  
Alpine, WY 83128

Invoice number 52899  
Date 01/11/2024

Project 23001 Town of Alpine- Engineering

## INVOICE

For the Billing Period December 01, 2023 to December 31, 2023.

Project Manager: Kevin J. Meagher

### 1- WATER FUND

#### AMI RADIO READ METERS

##### Professional Services

	Hours	Rate	Billed Amount
GIS Specialist I	3.50	160.00	560.00
Design Engineer Tech I	9.50	115.00	1,092.50
Project Engineer I	1.25	150.00	187.50
Project Manager	2.75	170.00	467.50
Professional Services subtotal	17.00		2,307.50
<b>AMI RADIO READ METERS-Phase subtotal</b>			<b>2,307.50</b>

#### WATER MODEL AND GIS

##### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	8.00	105.00	840.00
<b>WATER MODEL AND GIS-Phase subtotal</b>			<b>840.00</b>

#### MAINTENANCE PLAN

##### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	1.75	105.00	183.75
<b>MAINTENANCE PLAN-Phase subtotal</b>			<b>183.75</b>

#### DEVELOPMENT AND BUILDING PERMITS

##### Professional Services

	Hours	Rate	Billed Amount
Design Engineer Tech I	8.75	115.00	1,006.25
Project Engineer I	0.50	150.00	75.00
Project Manager	3.25	170.00	552.50
Professional Services subtotal	12.50		1,633.75
<b>DEVELOPMENT AND BUILDING PERMITS-Phase subtotal</b>			<b>1,633.75</b>

Town of Alpine  
Project 23001 Town of Alpine- Engineering

Invoice number 52899  
Date 01/11/2024

1 - Water Fund subtotal

2,985.00

2 - SEWER FUND

LEVEL IV CONTRACT OPERATOR

Professional Services

	Hours	Rate	Billed Amount
Project Engineer I	0.75	150.00	112.50
Project Manager	6.50	170.00	1,105.00
Professional Services subtotal	7.25		1,217.50

Consultant

Consultant

Alan D Svalberg

Billed Amount

9,200.00

LEVEL IV CONTRACT OPERATOR-Phase subtotal

10,417.50

PRE-TREATMENT BUILDING OWNERS REP

Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager PRE-TREATMENT BUILDING OWNERS REP-Phase subtotal	40.25	210.00	8,452.50

CAMBRIAN PRE-TREATMENT MEP DESIGN

Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager CAMBRIAN PRE-TREATMENT MEP DESIGN-Phase subtotal	2.00	210.00	420.00

SEWER LINE MODEL AND GIS

Professional Services

	Hours	Rate	Billed Amount
Intern	6.25	70.00	437.50
Project Manager	0.75	170.00	127.50
Professional Services subtotal	7.00		565.00

SEWER LINE MODEL AND GIS-Phase subtotal

565.00

MELVIN SLUDGE

Consultant

Consultant

JVA, Inc.

MELVIN SLUDGE-Phase subtotal

Billed Amount

729.00

2 - Sewer Fund subtotal

20,584.00

3 - GENERAL FUND

MASTER PLAN REVISION

Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager MASTER PLAN REVISION-Phase subtotal	1.50	210.00	315.00

Town of Alpine  
Project 22001 Town of Alpine- Engineering

Invoice number 52899  
Date 01/11/2024

### 3 – GENERAL FUND

#### TOWN COUNCIL MEETINGS

##### Professional Services

	Hours	Rate	Billed Amount
Project Manager	0.50	170.00	85.00
Senior Project Manager	4.25	210.00	892.50
Professional Services subtotal	4.75		977.50
<b>TOWN COUNCIL MEETINGS-Phase subtotal</b>			<b>977.50</b>

#### COMMUNICATIONS WITH TOWN

##### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	8.25	105.00	866.25
Project Manager	5.25	170.00	892.50
Senior Project Engineer	3.00	170.00	510.00
Senior Project Manager	3.50	210.00	735.00
Professional Services subtotal	20.00		3,003.75
<b>COMMUNICATIONS WITH TOWN-Phase subtotal</b>			<b>3,003.75</b>

#### CAPITAL IMPROVEMENTS PLAN

##### Professional Services

	Hours	Rate	Billed Amount
Project Manager	1.25	170.00	212.50
Senior Project Manager	0.50	210.00	105.00
Professional Services subtotal	1.75		317.50
<b>CAPITAL IMPROVEMENTS PLAN-Phase subtotal</b>			<b>317.50</b>
<b>3 – General Fund subtotal</b>			<b>4,613.75</b>

Invoice total **30,162.75**

#### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
52899	01/11/2024	30,162.75	30,162.75				
	Total	30,162.75	30,162.75	0.00	0.00	0.00	0.00





# JORGENSEN

Jorgensen Associates, Inc  
PO Box 9550  
Jackson, WY 83002-9550  
307-733-5150

Town of Alpine  
Monica Chenault  
P.O. Box 3070  
Alpine, WY 83128

Invoice number 53171-revised  
Date 02/26/2024

Project 23001 Town of Alpine- Engineering

## INVOICE

For the Billing Period February 01, 2024 to February 17, 2024.

Project Manager: Kevin J. Meagher

### 10-42-315-ADMINISTRATION

#### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	6.00	110.00	660.00
Project Manager	1.25	185.00	231.25
Senior Project Manager	11.50	220.00	2,530.00
Professional Services subtotal	18.75		3,421.25
Phase subtotal			3,421.25

### 10-50-331-PLANNING & ZONING

#### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	2.00	110.00	220.00
Design Engineer Tech II	5.25	150.00	787.50
Project Manager	3.00	185.00	555.00
Senior Project Engineer	21.25	190.00	4,037.50
Principal Engineer	1.50	265.00	397.50
Principal Surveyor	2.25	255.00	573.75
Professional Services subtotal	35.25		6,571.25
Phase subtotal			6,571.25

### 51-90-545-RADIO READ (AMI PROJECT)

#### Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	4.50	170.00	765.00
Project Manager	4.00	185.00	740.00
Professional Services subtotal	8.50		1,505.00
Phase subtotal			1,505.00

Town of Alpine  
Project 23001 Town of Alpine- Engineering

Invoice number 53171-revised  
Date 02/26/2024

**51-80-315-WATER- FIELD OPERATIONS (IN SYSTEM)**

## Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	3.75	170.00	637.50
Project Manager	1.50	185.00	277.50
Professional Services subtotal	5.25		915.00
Phase subtotal			915.00

**51-42-315-WATER ADMINISTRATION**

## Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	14.00	170.00	2,380.00
Water Operator - Level I	8.75	105.00	918.75
Design Engineer Tech II	0.50	150.00	75.00
Design Engineer Tech I	4.50	130.00	585.00
Project Manager	7.75	185.00	1,433.75
Senior Project Manager	1.25	220.00	275.00
Professional Services subtotal	36.75		5,667.50
Phase subtotal			5,667.50

**52-42-315-SEWER ADMINISTRATION**

## Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager	0.75	220.00	165.00

**52-90-541-WASTE WATER- PRETREATMENT PLANT (PROJECT)**

## Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager	9.25	220.00	2,035.00

Invoice total **20,280.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53135	02/16/2024	47,576.05	47,576.05				
53171-revised	02/26/2024	20,280.00	20,280.00				
Total		67,856.05	67,856.05	0.00	0.00	0.00	0.00



**TSE ENGINEERS, PC**

136 S STATE ST  
 SHELLEY ID 83274  
 (208) 357-2420 Phone (208) 357-2419 Fax

**INVOICE**

DATE	INVOICE #
9/1/2023	3234

RENDEZUOUS ENGINEERING  
 BOB ABLONDI  
 PO BOX 4858  
 JACKSON, WY 83001

**PROJECT:**


City of Alpine  
 Alpine Pre-Treatment Plant  
 291 Buffalo Drive  
 Alpine, WY 83128

TERMS	DUE DATE	PROJECT NAME	Project #
Due on receipt	9/1/2023	Alpine Pre-Treatment	222237
DESCRIPTION		AMOUNT	
Discussion and Report on Undermining of Foundation		360.00	
<p>Jorgensen recommends payment of this invoice for \$360.00 from TSE Engineers. This work was for their recommendation on how to support the foundation that was undermined when contractor excavated next to the South side of the building and 3/8 gravel fell out</p> <p>Kevin Meagher 4/26/24</p> <p>KJM</p>			
Thank you for your business.		<b>Total</b>	\$360.00
Invoice DUE upon receipt. A late charge of 2% per month (24% annual percentage rate) will be charged on past due accounts.		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$360.00

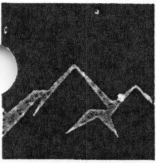
Date	Reference	Account Number	Account Title	Description	Debit Amount	Credit Amount
01/24/2024	12.0001	52-90-541	Pre-Treatment Project	Accounts Payable Invoice Correction - Professional F	1,015.00	.00
01/24/2024	13.0001	52-84-315	Professional Services	Accounts Payable Invoice Correction - Professional F	.00	1,015.00-
					1,015.00	1,015.00-



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# JORGENSEN

Jorgensen Associates, Inc  
PO Box 9550  
Jackson, WY 83002-9550  
307-733-5150

Town of Alpine  
Monica Chenault  
P.O. Box 3070  
Alpine, WY 83128

Invoice number 53135  
Date 02/16/2024

Project **23001 Town of Alpine- Engineering**

## INVOICE

For the Billing Period January 01, 2024 to January 31, 2024.

Project Manager: Kevin J. Meagher

### 10-42-315-ADMINISTRATION

#### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	11.75	110.00	1,292.50
CAD Tech II	1.50	150.00	225.00
Project Manager	13.75	185.00	2,543.75
Senior Project Manager	21.00	220.00	4,620.00
Principal Surveyor	0.50	255.00	127.50
Professional Services subtotal	48.50		8,808.75
Phase subtotal			8,808.75

### 10-50-331-PLANNING & ZONING

#### Professional Services

	Hours	Rate	Billed Amount
Administrative Support	23.75	110.00	2,612.50
Design Engineer Tech II	0.50	150.00	75.00
Project Manager	4.00	185.00	740.00
Senior Project Engineer	49.75	190.00	9,452.50
Senior Project Manager	4.00	220.00	880.00
Principal Engineer	0.50	265.00	132.50
Professional Services subtotal	82.50		13,892.50
Phase subtotal			13,892.50

### 51-90-545-RADIO READ (AMI PROJECT)

#### Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	2.50	170.00	425.00
GIS Specialist I	17.75	160.00	2,840.00
Design Engineer Tech I	27.00	130.00	3,510.00

Town of Alpine  
Project 23001 Town of Alpine- Engineering

Invoice number 53135  
Date 02/16/2024

**51-90-545-RADIO READ (AMI PROJECT)**

## Professional Services

	Hours	Rate	Billed Amount
Project Manager	2.00	185.00	370.00
Professional Services subtotal	49.25		7,145.00
Phase subtotal			7,145.00

**51-42-315-WATER ADMINISTRATION**

## Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	23.00	170.00	3,910.00
Design Engineer Tech II	2.00	150.00	300.00
Design Engineer Tech I	0.50	130.00	65.00
Intern	39.65	75.00	2,973.75
Project Manager	3.25	185.00	601.25
Senior Project Manager	4.75	220.00	1,045.00
Professional Services subtotal	73.15		8,895.00
Phase subtotal			8,895.00

**52-42-315-SEWER ADMINISTRATION**

## Professional Services

	Hours	Rate	Billed Amount
Administrative Support	1.00	110.00	110.00

**52-83-315-WASTE WATER- PRETREATMENT PLANT**

## Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager	2.00	220.00	440.00

**52-84-315-WASTE WATER- TREATMENT PLANT**

## Consultant

	Billed Amount
Consultant	
JVA, Inc.	534.00

**52-90-541-WASTE WATER- PRETREATMENT PLANT (PROJECT)**

## Professional Services

	Hours	Rate	Billed Amount
Senior Project Manager	33.50	220.00	7,370.00

## Reimbursable Expenses

	Billed Amount
Advertising - Legal	146.30
Vehicle Mileages	234.50
Reimbursable Expenses subtotal	380.80
Phase subtotal	7,750.80

Invoice total **47,576.05**

Town of Alpine  
Project 23001 Town of Alpine- Engineering

Invoice number 53  
Date 02/16/2024

Section 5, Iteme.

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53135	02/16/2024	47,576.05	47,576.05				
	Total	47,576.05	47,576.05	0.00	0.00	0.00	0.00

**Tara Bender**

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**From:** Nadine Boespflug <nboespflug@jorgeng.com>  
**Sent:** Thursday, August 14, 2025 3:59 PM  
**To:** Town Of Alpine  
**Subject:** RE: Receipts for Invoice 53135  
**Attachments:** SVI Media 01-31-24 inv-013124.pdf; Kevin Meagher 03-02-24 reimbursement.pdf

This email seems to contain an invoice or purchase order. Verify it is authentic directly with the vendor using your organization's trusted contact list before paying or taking further action.

Hi Tara,  
Here are the 2 receipts you requested for invoice 53135. Please let me know if you have any questions.  
There is a 10% markup on the Advertising invoice.

Thanks



Jackson, WY • Pinedale, WY  
Kemmerer, WY

**Nadine Boespflug**  
**Bookkeeper**

58 S. Tyler Ave. | PO Box 1519 | Pinedale, WY 82941

TEL: 307.367.6548

[nboespflug@jorgeng.com](mailto:nboespflug@jorgeng.com)



SVI Media  
 PO Box 129  
 Afton, WY 83110  
 (307) 885-5727  
 office@svinews.com

## Invoice 22335



23001.22-52-90-541

### BILL TO

Jorgensen Associates -  
 Jackson  
 1315 HWY 89 S., Suite 201  
 PO Box 9550  
 Jackson, WY 83002

DATE	PLEASE PAY	DUE DATE
01/31/2024	\$133.00	03/01/2024

DATE	ACCOUNT SUMMARY	AMOUNT
04/30/2023	Balance Forward	95.00
	Other payments and credits after 04/30/2023 through 01/30/2024	-95.00
01/31/2024	Other invoices from this date	0.00
	New charges (details below)	133.00
	Total Amount Due	133.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/03/2024	<b>Legals</b> Alpine Pretreatment construction	7	9.50	66.50
01/10/2024	<b>Legals</b> Alpine Pretreatment construction	7	9.50	66.50

Thank you for your business.

**TOTAL OF NEW  
CHARGES** 133.00

**TOTAL DUE** **\$133.00**

THANK YOU.

If payment has already been made,  
 please disregard this letter and accept our thanks.

Submitted on: 2/28/24

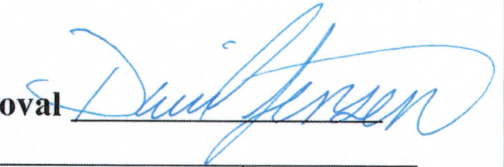
## Employee Reimbursement Request

Name Kevin Meagher

For purchases paid for by employee

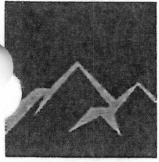
Week ending 3/2/2024

Supervisor Approval



Date	Receipt Yes / No	Project #	BG	Phase	Purpose (brief explanation, vendor, location or description)	\$\$\$\$
2/4	No	22109	15	50	Travel in personal F150 and p/u concrete sample cooler and dropped off at JA South office, 40 miles	\$26.80
2/6	No	23001	<del>22</del> 07	<del>02</del>	Travel in personal F150 to Alpine & back 70 miles at \$0.67 = site visit 52-90-541	\$46.90
2/20	No	23001	<del>22</del> 07	<del>02</del>	Travel in personal F150 to Alpine & back 70 miles at \$0.67 = site visit 52-90-541	\$46.90
2/27	No	23001	<del>22</del> 07	<del>02</del>	Travel in personal F150 to Alpine & back 70 miles at \$0.67 = site visit 52-90-541	\$46.90
						Total: \$167.50





# JORGENSEN

Jorgensen Associates, Inc  
PO Box 9550  
Jackson, WY 83002-9550  
307-733-5150

Town of Alpine  
Monica Chenault  
P.O. Box 3070  
Alpine, WY 83128

Invoice number 53503  
Date 04/29/2024

Project **23001 Town of Alpine- Engineering**

## INVOICE

For the Billing Period March 24, 2024 to April 20, 2024.

Project Manager: Kevin J. Meagher

### 10-42-315-ADMINISTRATION

Professional Services

	Hours	Rate	Billed Amount
Administrative Support	6.75	110.00	742.50
Project Manager	20.00	185.00	3,700.00
Senior Project Manager	9.50	220.00	2,090.00
Professional Services subtotal	36.25		6,532.50
Phase subtotal			6,532.50

### 10-50-331-PLANNING & ZONING

Professional Services

	Hours	Rate	Billed Amount
Design Engineer Tech II	2.00	150.00	300.00
Project Manager	1.75	185.00	323.75
Professional Services subtotal	3.75		623.75
Phase subtotal			623.75

### 51-90-545-RADIO READ (AMI PROJECT)

Professional Services

	Hours	Rate	Billed Amount
Design Engineer Tech I	63.75	130.00	8,287.50
Project Manager	10.00	185.00	1,850.00
Professional Services subtotal	73.75		10,137.50
Phase subtotal			10,137.50

### 51-42-315-WATER ADMINISTRATION

Professional Services

	Hours	Rate	Billed Amount
Water Operator - Level II	4.00	170.00	680.00

51-42-315-WATER ADMINISTRATION

Professional Services

	Hours	Rate	Billed Amount
GIS Specialist I	2.50	160.00	400.00
GIS Senior Analyst	1.00	170.00	170.00
Design Engineer Tech II	6.50	150.00	975.00
Project Manager	16.75	185.00	3,098.75
Senior Project Manager	0.55	220.00	121.00
Principal Engineer	1.00	265.00	265.00
Professional Services subtotal	32.30		5,709.75
Phase subtotal			5,709.75

52-90-541-WASTE WATER- PRETREATMENT PLANT (PROJECT)

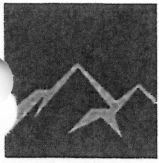
Professional Services

	Hours	Rate	Billed Amount
CAD Tech II	2.00	150.00	300.00
Senior Project Manager	22.90	220.00	5,038.00
Professional Services subtotal	24.90		5,338.00
Phase subtotal			5,338.00

Invoice total 28,341.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53503	04/29/2024	28,341.50	28,341.50				
	Total	28,341.50	28,341.50	0.00	0.00	0.00	0.00



# JORGENSEN

Jorgensen Associates, Inc  
PO Box 9550  
Jackson, WY 83002-9550  
307-733-5150

Town of Alpine  
Monica Chenault  
P.O. Box 3070  
Alpine, WY 83128

Invoice number 53505  
Date 04/30/2024

Project **23001 Town of Alpine- Engineering**

## INVOICE

For the Billing Period March 24, 2024 to April 20, 2024.

Project Manager: Kevin J. Meagher

### 52-90-541-WASTE WATER- PRETREATMENT PLANT (PROJECT)

Consultant

Consultant  
JVA, Inc.

Billed  
Amount

7,436.00

Invoice total

**7,436.00**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53503	04/29/2024	28,341.50	28,341.50				
53505	04/30/2024	7,436.00	7,436.00				
	Total	35,777.50	35,777.50	0.00	0.00	0.00	0.00

**APPLICATION and CERTIFICATE for PAYMENT**Pay Application Number: 4

Owner: The Town of Alpine, Wyoming  
 PO Box 3070  
 250 River Circle  
 Alpine, WY 83128

Engineer: Jorgensen Associates  
 PO Box 9550  
 1315 Hwy. 89, Suite 203  
 Jackson, WY 83002

Contractor: JL Concrete & Construction  
 PO Box 3377  
 Alpine, WY 83128

Application Date: 5/1/24

Contract For: Wastewater Pretreatment & Sludge Handling Plant Building  
 281 Buffalo Drive, Alpine, WY

**CONTRACTOR'S APPLICATION for PAYMENT**

Original Contract Sum: \$ 663,252.31  
 Net Change by Change Orders: \$ 211,157.69  
 Contract Sum To-Date: \$ 874,410.00  
 Previous Payments: \$ 472,001.63  
 Current Payment: \$ 100,931.91  
 Balance to Finish: \$ 301,476.46

The Undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered in this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for Which previous Certificates for Payment were issued and Payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JL Concrete &amp; Construction

By: [Signature]

Signature of Contractor

Date: 5/1/24

State of: Wyoming  
 County of: Lincoln

Subscribed and Sworn to Before me this 1 day of May 2024

Notary Public: Sarah Greenwald  
 My commission Expires: 11-30-2029

SARAH GREENWALD  
 NOTARY PUBLIC  
 STATE OF WYOMING  
 COMMISSION ID: 169279  
 MY COMMISSION EXPIRES: 11/30/2029

**ENGINEER'S CERTIFICATE for PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, The Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 100,931.91Engineer: Kevin Meagher of Jorgensen AssociatesBy: [Signature]

Signature of Engineer

Date: 5/1/24

Eric Jon - Mayor Town of Alpine 5/1/24

Town of Alpine

Section 6, Itemg.

11/1/25 to 11/30/25

Citations	3 Citations 0 Warnings
CFS/Law Incidents	144
Special Patrol	71

Animal Problem	2	Abandoned Vehicle	1
Agency Assist		Auto Accident	8
Aircraft		Civil papers/execution	
Alarms	10	Citizen Dispute	
Assault		Civil Standby	1
Burglary		Custodial interference	
Citizen Assist	3	Domestic Violence	
Alcohol problems	1	Child abuse	
Controlled Burn	11	Disturbance	2
Controlled Substance		Game & Fish	1
Drugs		Harassing	
E911	6	Fire / Fireworks	1 /
Fraud	1	Field contact	
Information	1	Patient transport	
Property damage		Lost/Found Property	2
Lost/Found Animal	1	Parking problem	
Livestock/lock out	1 /	Juvenile problem	
Mental subject		Medical/Dead body	2 / 1
Littering		Missing person/Kidnap	1 /
Noise	1	REDDI	3
Reckless driving	4	Motorist assist	2
Smoke Investigation		Prisoner transport	16
Robbery		Security check / Text	
Sex offense/Stalking		Suspicious	3
Search/LE/PR		Vehicle theft /Repo	/ 1
Suicidal Subject		Threatening	
Traffic stop	46	Weapon offence	
Traffic hazard	2	Trespassing	1
Theft	2	Vandalism	
Traffic offense		Utility problem	
Transfer patient		Welfare Check	1
Vin Inspection	4	Warrant	1
VIN Stamp		Utility problem	



**TOWN OF ALPINE, WYOMING  
ORDINANCE NO. 2025-016**

**AN ORDINANCE ALLOWING THE OPERATION OF OFF-ROAD VEHICLES  
WITHIN THE TOWN LIMITS OF ALPINE, WYOMING**

---

**WHEREAS**, the Town of Alpine recognizes that the operation of Off-Road Recreational Vehicles (ORVs) and snow machines is a popular means of transportation and recreation for residents and visitors within the Town and surrounding areas; and

**WHEREAS**, the Town of Alpine desires to permit the operation of ORVs and snow machines upon Town streets for both recreational and incidental purposes, provided such operation is conducted safely and in accordance with Wyoming law; and

**WHEREAS**, the Town Council recognizes the importance of maintaining public safety, protecting public infrastructure, and promoting the orderly coexistence of motorized and non-motorized traffic within Town limits; and

**WHEREAS**, the Town of Alpine seeks to establish clear regulations allowing ORV and snow machine travel on all Town roads, while designating a preferred maintained route for safety, convenience, and seasonal maintenance purposes;

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

**SECTION 1. PURPOSE**

The purpose of this ordinance is to promote the safe and responsible operation of Off-Road Recreational Vehicles (ORVs) and snow machines within the Town of Alpine, while protecting public safety, preserving roadway integrity, and ensuring compliance with Wyoming Statutes. It is the intent of the Town Council to permit ORV travel on all Town of Alpine roads with a valid State of Wyoming ORV permit, while designating a preferred ORV and snow machine route for enhanced maintenance and safety.

**SECTION 2. DEFINITIONS**

- a) **“Off-Road Recreational Vehicle (ORV)”** — are motor vehicles defined in Wyoming Statute § 31-1-101 (k).
- b) **“Operator”** — every person who operates or has actual physical control of an ORV.
- c) **“Snow Machine”** — any self-propelled vehicle designed primarily for travel on snow or ice, steered by skis or runners and supported in part by one or more tracks.

- d) **“Town Road”** — means any street, alley, or roadway maintained by the Town of Alpine for public use, unless specifically closed to ORV traffic by posted signage or Town Council resolution.

### SECTION 3. OPERATION OF OFF-ROAD VEHICLES ON TOWN STREETS

a) **Permitted Operation.**

ORVs displaying a current State of Wyoming ORV registration decal (§ 31-2-703(a); § 31-2-702; § 31-5-1601) may be operated on any Town of Alpine road. No additional Town route designation is required for lawful travel.

b) **Operation on All Public Roadways Permissible - Preferred Route.**

Until such time as altered by the a resolution of the Governing Body or by posted signage prohibiting such use, ORVs and snowmachines may be operated on any public roadway within the municipal boundaries of the Town of Alpine, Wyoming. The Town Council may, by resolution, identify other preferred ORV and snow machine route within Town limits that will receive regular maintenance and serve as the recommended corridor for connecting to County or State trail systems.

- (i) The preferred route for travel from U.S. Highway 89 to the Greys River Canyon is over Short Street, Trail Drive and Greys River Road.

c) **Winter Operations.**

During winter months, snow machines are encouraged to use the designated preferred route for safety, snow removal efficiency, and preservation of residential streets. However, operation on other Town roads for access to residences, businesses, or trail connections shall **not constitute a violation** of this ordinance.

d) **Prohibited Areas.**

ORVs and snow machines are prohibited in municipal parks, playgrounds, sidewalks, and recreation areas unless specifically posted as open to such vehicles. This prohibition does not include operation of ORVs and snow machines within designated parking areas.

e) **Operation and Conduct.**

Operators shall travel single-file and obey all posted traffic signs. All ORVs and snow machines shall be equipped with a functioning muffler and exhaust system in good repair and shall not produce excessive noise or emissions consistent with the Town’s Noise Ordinance.

f) **Lighting and Equipment.**

When operating one-half hour after sunset to one-half hour before sunrise, ORVs and snow machines must display lighted lamps and illuminating devices as required under W.S. § 31-5-910 through § 31-5-940.

**g) Enforcement.**

Except as otherwise required by Wyoming statutes regulating the operation of off-road vehicles (ORVs) and snow machines on State or Federal Highways located within the municipal boundaries of the Town of Alpine, Wyoming, law enforcement officials shall not issue citations to any person operating an ORV or snow machine on public roadways within the Town of Alpine unless:

- (i) The operator is exceeding the posted speed limit;
- (ii) The operator is disobeying posted traffic control devices, signals, or signage;
- (iii) The operator is driving or in actual physical control of the ORV or snow machine while under the influence of alcohol or a controlled substance; or
- (iv) The operator is operating the ORV or snow machine in a reckless manner as defined by Wyoming Statute § 31-5-229.

Nothing in this provision shall be construed to limit the authority of law enforcement to enforce applicable provisions of Wyoming law governing the operation of ORVs or snow machines on State or Federal Highways, nor shall it be interpreted to authorize operation on any roadway where such operation is prohibited by State law.

#### **SECTION 4. PREFERRED ROUTE MAP**

The Town shall maintain and make publicly available at Town Hall and on the Town's website a map showing the preferred ORV and snow machine route within Town limits.

#### **SECTION 5. SEVERABILITY**

If any section, subsection, or provision of this ordinance is declared invalid, the remainder shall remain in full force and effect.

#### **SECTION 6. EFFECTIVE DATE**

This ordinance shall take effect upon passage, approval, and publication according to law.



**Passed First Reading on the 18<sup>th</sup> day of November 2025.**

VOTE:   4   YES,   0   NO,   1   ABSTAIN,   0   ABSENT

**Passed Second Reading on the 16<sup>th</sup> day of December 2025.**

VOTE:      YES,      NO,      ABSTAIN,      ABSENT

**Passed on Third and Final Reading 6<sup>th</sup> day of January 2026.**

VOTE:      YES,      NO,      ABSTAIN,      ABSENT

TOWN OF ALPINE

---

Eric Green, Mayor of Alpine

ATTEST:

---

Monica L. Chenault, Clerk / Treasurer

**ATTESTATION OF THE TOWN CLERK**

STATE OF WYOMING           )  
COUNTY OF LINCOLN       )  
TOWN OF ALPINE           )

I hereby certify that the forgoing Ordinance No. 2025-016 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF

ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

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Monica L. Chenault, Clerk / Treasurer

1st Reading



## ORDINANCE NO. 2025-012

### AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 2022-14 FOR THE PURPOSE OF ESTABLISHING UTILITY BILLING PROCEDURES, USAGE FEES, CONNECTION FEES, CONNECTION REQUIREMENTS, AND COLLECTION POLICIES.

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

#### **Section I: Title:**

This ordinance shall be known and may be cited as the "Utility Procedure Ordinance of the Town of Alpine."

#### **Section II: Ordinances Repealed:**

Ordinance No. 2022-14, together with all ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed.

#### **Section III: Effective Date:**

This ordinance shall be effective on the date of passage. All procedures specified herein shall begin on the first billing period after passing and approval of this Ordinance.

#### **Section IV: Water Commissioner:**

- a) **Appointment:** The Mayor shall designate a Town employee to serve as Water Commissioner. The designated employee must hold a Level 1 certification from the Wyoming Department of Environmental Quality as a water operator. This designation may be modified at any time at the discretion of the Mayor.
- b) **Authority:** The Water Commissioner or other designated employee shall have the authority to investigate applications for water and sewer services. The Water Commissioner shall also have the authority to terminate or temporarily suspend water/sewer services as provided in this article

#### **Section V: Definitions: As used in this ordinance:**

- a) **"Town"** means the Town of Alpine, Wyoming.
- b) **"Any Individual or Entity "** means any individual, firm, corporation, or entity that receives utility services from the Town.
- c) **"Utility services"** means water and/or wastewater services provided by the Town.
- d) **"Delinquent account"** means any utility account not paid in full by the due date specified on the bill.

- e) **“Curb-box”** (also known as a "valve box") means a vertical cast iron sleeve, accessible from the public right-of-way, housing the shutoff valve (curb-stop) for a property's water service line. The curb-box is typically located between a building and the water main lines and usually consists of a metal tube with a removable or sliding lid, allowing access to the turn-key within.
- f) **“Curb-Stop”** (also known as a "shutoff valve") means a valve and protective enclosure box placed in a user's water service line for the purpose of turning the water utility service on/off.
- g) **“Water/Sewer Service”** means a water/sewer service (or lateral) utility line connecting the Town's utility main lines (water distribution system and sewer collection system) to a property's premises plumbing. The service or lateral originates at the connection of the main and includes all piping, equipment, and appurtenance installed to deliver the utility to the property, including any portion of that line that lies within Town property, right-of-way, or easements.
- h) **“Equivalent Residential Unit” or “ERU”** means a standardized unit of measurement used to determine the water demand or wastewater flow attributable to a property by comparing it to the average daily use of a typical single-family residence. One ERU represents the average daily water use and/or wastewater flow generated by one standard household. Properties with higher or lower demand—such as commercial buildings, multifamily dwellings, restaurants, or facilities with additional plumbing fixtures—shall be assigned multiple or fractional ERUs based on their estimated demand relative to a standard household.
- For purposes of sewer capacity fees and billing, **1 ERU equals 25 fixture units.**
- For purposes of water capacity fees and billing, **1 ERU equals the capacity of a 3/4-inch water meter or service line**, and fees for larger meter or service sizes shall be calculated by applying a ratio of the capacity of the larger meter or line to that of a 3/4-inch meter or line.
- i) **“Water Capacity Ratio Fee”** means the monetary amount charged for the capacity of water lines greater than 3/4”. Capacity shall be calculated on the ratio of the safe maximum flow, in gallons per minute, of a meter corresponding to the selected water line size to that of a standard 3/4” meter. See table below:

Meter Size	AWWA Safe Max Flow (gpm)*	Capacity Ratios
3/4"	30	1.00
1"	50	1.67
1.5"	100	3.33

2"	160	5.33
3"	320	10.67
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
Source: American Water Works Association, Principles of Water Rates, Fees, and Charges (Manual of Water Supply Practices M1), 7th Ed. (2017), Table VII.2-5: (p. 338).		

## Section VI: Water Rates, Fees and Requirements:

- a) Water Rates and Fees: Water rates and fees shall be established by the most recent version of the Town of Alpine Utility Rate Ordinance.
- b) Connection & Capacity Fees Required:
  - i. Water Connection Fee: a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's culinary water system. Fee includes labor to tap the water main, inspection services, review, approval necessary to ensure compliance with Town standards and specifications, the water meter, and labor to install the meter. All new water service connections, including services used solely for the purposes of fire suppression, shall be subject to the payment of the connection fee. This fee shall be paid prior to the issuance of a permit to connect to the Town's water system.
  - ii. Water Connection Fees Outside Municipal Limits: All Town Council approved water connections located outside the municipal limits shall be charged 125% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
  - iii. Water Capacity Fee: The Water Capacity Fee is one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water system capital facilities required to serve such development. All new water service connections, with the exception of connections installed and used exclusively for fire suppression purposes, shall be subject to payment of the capacity fee. This fee shall be paid before a permit to connect is issued.
- c) Monthly Usage Fees Required:
  - i. Base Rate: The water base rate is a fixed monthly fee charged to each water user, regardless of the amount of water used. This fee covers the cost of maintaining the water system infrastructure, administrative expenses, and ensuring the availability of water service. The base rate shall be determined according to the size of the water service connection, with larger service sizes subject to higher base rates to

reflect their proportionate impact on system capacity and maintenance requirements.

- ii. **Water Per Gallon Charge:** In addition to the base rate, each water user shall be billed for the actual volume of water consumed during the billing period. Water usage shall be billed in increments of one thousand (1,000) gallons. The per-gallon charge is a variable fee assessed according to the number of 1,000-gallon units consumed, as recorded by the water meter.
  - iii. **Water Rates for Properties Outside Municipal Limits:** Both the base rate and the per-gallon water usage charge shall be assessed at one hundred twenty-five percent (125%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine. All Water Connections located outside the incorporated boundaries of the Town of Alpine are required to execute an Extraterritorial Agreement prior to the issuance of any permit to connect.
    - 1. **North Star Utility System Users:** Properties that are part of the North Star Utility System purchased by the Town in 2015, but located outside the municipal boundaries, shall be required to execute an Extraterritorial Agreement with the Town of Alpine. Such users shall comply with all rules, regulations, rates, and policies adopted by the Town of Alpine and the Wyoming Public Service Commission.
  - iv. **Water Service Fees – Meter Replacement:** Water service fees shall include charges established to cover the cost of replacement of water meters. These fees ensure the Town of Alpine can maintain accurate metering equipment, recover the cost of meter materials and installation, and provide for the continued operation and reliability of the municipal water system. If a water meter is intentionally damaged or tampered with, the property owner will be responsible for all repair or replacement costs and any related fees.
  - v. **Readiness to Serve Fee:** All vacant lots and all services installed exclusively for the purposes of fire suppression located within the municipal boundaries of the Town of Alpine that are not currently connected to the Town's water system shall be charged a monthly readiness to serve fee (Fire Suppression Readiness-Serve-Fee) This fee is required to maintain system availability and infrastructure readiness.
  - vi. **Readiness to Serve Fee outside Municipal Limits:** All vacant lots and all services installed exclusively for the purposes of fire suppression located outside the municipal boundaries of the Town of Alpine that have water service extended and accessible to their property shall be required to pay the monthly readiness to serve fee, regardless of whether the property is currently connected. The readiness to serve fee for out-of-town properties shall be charged at one hundred twenty-five percent (125%) of the in-town rate.
- d) **Water Connection Requirements:**

- i. **Mandatory Connection to Town Water System:** Connection to the Town of Alpine municipal water system is mandatory for all properties located within the incorporated limits of the Town. The installation or use of private culinary water wells is strictly prohibited within the Town of Alpine.
- ii. **Application Required:** All new water service users, and all existing users requesting a change in their water service or a change of use, shall be required to submit a completed application to the Town prior to connection or modification of service.
- iii. **Permit to Connect Required:** No connection shall be made to the municipal water system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's water infrastructure.
- e) **Permit to Connect: Issuance, Duration, and Conditions**
  - i. **Issuance:** The Water Commissioner shall issue all permits to connect to the water system.
  - ii. **Duration and Extension:** Upon issuance, the applicant has two (2) years to connect to the town's culinary water system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
  - iii. **Revocation and Forfeiture:** If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the culinary water system shall be revoked. There shall be no refunds of Water Connection and Capacity Fees.
  - iv. **Building Permit:** No building permit shall be granted until the permit to connect is issued.
- f) **Installation Criteria**
  - i. **Owner Responsibility:** The property owner shall be responsible for installing the water service line from the main to the point of connection in accordance with the Town of Alpine's most recently adopted Standard Specifications Ordinance. Additionally the installation shall comply with the International Building Code (IBC), Wyoming DEQ standards, and all other applicable standards or requirements. An encroachment permit shall be required for all curb cuts. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation. After installation and approval by the Town, the property owner retains responsibility for the service line from the curb-stop to the private connection and to the water main connection point. Water service lines shall be installed at a sufficient depth and/or insulated to prevent freezing. New service lines shall also be flushed to remove dirt and debris from the line prior to use.

- ii. **Town Responsibility:** The Town will provide the labor and equipment to tap the water main, the labor to inspect the installation of the water service, and the labor to install the meter. After installation and approval by the Town, the portion of the water service line from the main to the curb-stop becomes the property of the Town and shall be maintained by the Town thereafter. The Town remains responsible for maintenance and repair of the main utility lines and any service portions it owns. The Town reserves the right to access and utilize any valve, curb-stop, water meter, or device controlling the flow or delivery of water, including but not limited to water meters, seals, sending units, backflow prevention devices, or other equipment regulating or measuring the supply of any utility service. The Town retains ownership of the water meter regardless of location.
  - iii. **Town Oversight and Inspection:** The Town of Alpine shall be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's water system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay an unauthorized connection fee as outlined in the most recent version of the Utility Rate Ordinance per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance.
  - iv. **Water Connection Dates:** The Town of Alpine prohibits new water connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the water commissioner.
  - v. **Additional Fees:** In the event that unusual or unforeseen circumstances result in the Town incurring costs greater than the standard connection fees, the property owner shall be responsible for reimbursing the Town for those additional actual costs. Such charges will be limited to the documented, out-of-pocket expenses directly related to completing the water connection.
- g) **Individual Meters Required:**
- i. All water consumed within the Town of Alpine shall be delivered through and measured by a Town-approved water meter.
  - ii. No person, property, or premises shall connect to or use water from the municipal water system except through such a meter. All businesses and residences shall have their own individual water meter.
  - iii. Each property shall have at a minimum, one (1) water meter provided by the Town, which shall be installed in accordance with the Town of Alpine Standard Specifications Ordinance.



- iv. Additional meters may be installed at the landowner's expense; however, no additional connection fees shall be required for additional meters connected to the same service line.
- h) Cross-Connection and Backflow Prevention Requirements: All properties or premises connected to the Town's public water supply shall install and maintain at the property owner's expense the appropriate backflow assembly.
  - i. Hazard Classification: Determination of the hazard classification of a water service connection is at the sole discretion of the Water Commissioner.
  - ii. Installation Standards: All Cross-Connection and Backflow Prevention Devices shall be installed by the WYDEQ Design and construction Standards for Public Water Supplies.
  - iv. Low-Hazard Inspection and Certification: Backflow prevention devices at water service connections shall be inspected and certified by a certified backflow assembly tester at the time of installation.
  - v. High-Hazard Inspection and Certification: Backflow prevention devices installed at high-hazard nonresidential cross connections shall be inspected and certified after initial installation, annually, and when relocated or repaired by a certified backflow assembly tester. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective, and all costs of testing, repair, and maintenance shall be borne by the property owner.
    - 1. Testing Records: All records of testing (installation, relocation, or repair) shall be supplied to the Town prior to initiation of service. All testing and inspection records shall be received annually. If testing records are not supplied to the Town annually, the Town may complete the testing, of which the cost of testing plus 30% shall be applied to the owner's utility bill. If access for testing is denied, the consumer shall be subject to the termination of water service.

## **Section VII: Extension of the Water System:**

Upon approval by the Town, Landowners may at their own expense, connect to the water system by extending the main. Such connections shall be subject to meeting all Town and DEQ requirements. Any water main line extension shall require a DEQ "Permit-to-Construct" and the consent of the Town of Alpine, subject to town engineer review.

## **Section VIII: Irrigation Wells:**

- a) **Permit Required:** Any property owner with a previously drilled well may operate that well for irrigation purposes only upon receipt of an Irrigation Well Permit issued by the Water Commissioner.
- b) **Prohibition on New Wells:** No new irrigation wells may be drilled or constructed within the municipal boundaries of the Town of Alpine unless specifically authorized pursuant to an existing agreement with the Town that allows additional wells to be drilled as needed. This section applies only to previously drilled wells that are permitted in accordance with this ordinance. .
- c) **Application Requirements:** An application for an Irrigation Well Permit shall include:
  - i. A report prepared by a Wyoming-licensed engineer confirming:
    - 1. No cross-contamination exists between the irrigation well and any municipal water or sewer lines.
    - 2. Well water does not contain contaminants that could compromise public health.
    - 3. Any other concerns or necessary upgrades to ensure safe irrigation use
    - 4. Any additional information or testing the Town may require prior to permit approval
  - ii. **Fees and Renewal:** An Irrigation Well Permit shall be subject to a one-time permit fee at the time of issuance.
  - iii. Irrigation Well Permits shall be renewed annually, subject to payment of the permit renewal fee.
  - iv. All irrigation well permit fees shall be established and amended through the most recently adopted Utility Rate Ordinance.
- d) **Operating Requirements:** Irrigation wells shall be used for irrigation purposes only and shall not supply domestic or potable water.
  - i. The owner shall install and maintain signage at the wellhead, sprinkler control box, and at prominent locations where irrigation water is distributed.
    - 1. Signs shall clearly state “NON-POTABLE WATER – DO NOT DRINK” in letters at least two (2) inches in height.
    - 2. Include the universal “Do Not Drink” symbol.
    - 3. Be weather-resistant, maintained in legible condition, and replaced if damaged or faded.
- e) **Enforcement Authority, Remedies, and Penalties:** If the Town determines contaminants are present that could endanger public health, the Town may require immediate suspension of irrigation well use, corrective action, or permanent decommissioning.
  - i. **Town Liability:** The issuance of an Irrigation Well Permit does not create, and shall not be construed as creating, any liability or responsibility on the part of the Town of Alpine, its elected officials, employees, or agents for injuries, damages, or losses to persons or property resulting from the operation or use of an irrigation

- well. Neither inspections conducted by the Town nor the issuance of a permit shall be deemed a guarantee of safety, quality, or fitness of the irrigation well. All risks associated with irrigation well operation rest solely with the property owner.
- ii. General Authority: This Section shall be enforced by the Codes Enforcement Officer or Water Commissioner, who are authorized to enter onto private property within the Town at reasonable times to inspect irrigation wells for compliance.
  - iii. Abatement of Violations: If a violation is found, the Town may issue a written Notice to Abate, specifying the violation and allowing a reasonable time for correction. Failure to comply may result in a Notice of Violation which may issue an Order to Abate requiring corrective actions and setting compliance deadlines.
  - iv. Civil Remedies: The Town may pursue any civil remedy available under Wyoming law, including injunctions, to enforce compliance.
  - v. Penalties: Each day that a violation continues shall constitute a separate offense. Violations are punishable by a fine not to exceed seven hundred fifty dollars (\$750.00) per offense. Check with Jim
  - vi. Cumulative Remedies: The enforcement mechanisms and penalties provided in this Section are cumulative and in addition to any other remedies available by law.

## **Section IX: Sewer Rates, Fees, and Requirements**

- a) Sewer Rates and Fees: Water rates and fees shall be established by the most recent version of the Town of Alpine Utility Rate Ordinance.
- b) Connection & Capacity Fees Required:
  - i. Sewer Connection Fee: The Sewer Connection Fee is a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's sewer system. This fee includes inspection services, review, and approval necessary to ensure compliance with Town standards and specifications.
  - ii. Establishment of Fee: The sewer connection fee shall be established in accordance with the most recent International Building Code Water Supply Fixture Unit Values for various Plumbing Fixtures and Fixture Groups. All properties will be assessed as a minimum of one (1) ERU. ERUs above one (1) will be rounded up/down per the closest ½ number.
  - iii. Sewer Connection Fees Outside Municipal Limits: All sewer connections located outside the municipal limits shall be charged 150% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
  - iv. Sewer/Wastewater Capacity Fee: The Sewer Capacity Fee is a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded wastewater system capital facilities required to serve such development.
- c) Monthly Usage Fees Required:

- i. Base Rate: The sewer base rate is a fixed monthly fee charged to each sewer user, regardless of the amount of water used. This fee covers the cost of maintaining the sewer system infrastructure, administrative expenses, and ensuring the availability of sewer service.
  - ii. Sewer Per Gallon Charge: The sewer per gallon charge is a variable fee based on the actual volume of water used. This charge is assessed in addition to the base rate and is calculated based on the number of gallons consumed by the user during the billing period.
    - 1. Deductive Irrigation Meter: At the owner's expense they are allowed to install a deductive irrigation water meter. Irrigation water usage will be deducted from the domestic water meter usage for the sewer per gallon charge. Sewer deduction water meters will be installed under the same requirements of the municipal water systems.
  - iii. Sewer Rates for Properties Outside Municipal Limits: Both the base rate and the per-gallon sewer usage charge shall be assessed at one hundred fifty percent (150%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine.
  - iv. Readiness-to-Serve Fees: Monthly readiness to serve fees shall be charged to properties in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project.
- d) Sewer Connection Requirements:
- i. Mandatory Connection to Town Sewer System: All existing and new structures with reasonable access to the Town of Alpine's sewer collection system shall be required to connect. The issuance of permits for permanent septic tanks or leach fields is strictly prohibited for any property with reasonable access to the existing sewer infrastructure.
  - ii. Application Required: All new sewer service users, and all existing users requesting a change in their water service, shall be required to submit a completed application to the Town prior to connection or modification of service.
  - iii. Permit to Connect Required: No connection shall be made to the municipal sewer system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's sewer infrastructure. All Sewer Connections located outside the incorporated boundaries of the Town of Alpine shall execute an Extraterritorial Agreement prior to the issuance of any permit to connect.
    - 1. North Star Utility System Users: Properties that are part of the North Star Utility System purchased by the Town in 2015, but located outside the municipal boundaries, shall be required to

execute an Extraterritorial Agreement with the Town of Alpine. Such users shall comply with all rules, regulations, rates, and policies adopted by the Town of Alpine and the Wyoming Public Service Commission.

e) Permit to Connect: Issuance, Duration, and Conditions.

- i. Issuance: The Water Commissioner shall issue all permits to connect to the sewer system.
- ii. Duration and Extension: Upon issuance, the applicant has two (2) years to connect to the town's sewer system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
- iii. Revocation and Forfeiture: If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the sewer system shall be revoked. There shall be no refunds of Sewer Connection Fees or Capacity Fees.
- iv. Building Permit: A building permit shall not be granted until a permit to connect is issued.
  1. Lots without Reasonable Access to the Existing Sewer Collection System: Landowners with properties located within the Alpine municipal limits that do not have reasonable access to the Town of Alpine sewer system (determined by the Town in accordance with the Master Sewer Ordinance), shall be required to obtain an on-site wastewater permit for new construction in accordance with Wyoming DEQ requirements. Documentation of an approved permit shall be provided before issuance of a building permit by the Town.

f) Installation Criteria:

- i. Owner Responsibility: The property owner shall install, own, and maintain the sewer lateral and all service line components extending from the sewer main to the building connection. The connection to the main shall be completed by the property owner. All work shall comply with the International Building Code (IBC), the Wyoming DEQ standards, the most recently adopted Town of Alpine Standards and Specifications Ordinance, or any other applicable codes. Service lines shall be placed at sufficient depth and/or insulated to prevent freezing. The Water Commissioner or his designee shall inspect and approve all connections and installations. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation.
- ii. Town Responsibility: The Town is responsible only for the maintenance and repair of the sewer mains.

- iii. **Inspection Required for Existing Sewer Laterals:** Any existing sewer lateral shall be inspected and approved by the Water Commissioner or their designee before it may be connected to the Town's sewer system. The inspection shall confirm that the lateral is in acceptable condition and free of defects, blockages, or structural issues.  
If the lateral does not pass inspection, the property owner shall repair or replace it at their expense prior to connection. No connection will be authorized until the lateral has been inspected and approved.
- iv. **Town Oversight and Inspection:** The Town of Alpine shall be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's sewer system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay a Unauthorized Connection Fee as established in the most recent version of the Utility Rate Ordinance per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance.
- v. **Sewer Connection Dates:** The Town of Alpine prohibits new connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the Public Works Director.
- vi. **Additional Fees:** If unusual or unforeseen circumstances cause the Town to incur costs greater than the standard sewer connection fees, the property owner shall be responsible for reimbursing the Town for those additional actual costs. Such charges shall be limited to the documented, out-of-pocket expenses directly related to completing the sewer connection.
- g) **Backflow Prevention Requirements:** If a user has any drain or other plumbing fixture located less than twenty-four (24) inches above the elevation of the rim of the next upstream manhole, the user shall install, at the user's expense, a backflow prevention device approved by the Town. The device shall be installed in an accessible location on the service line serving the fixture. The landowner is responsible for the proper operation, inspection, and maintenance of the backflow prevention device.

## **Section X: Extension of the Sewer System**

Upon approval by the Town, Landowners may at their own expense, connect to the sewer collection system by extending the sewer service line or collection line. Such connections shall be subject to meeting all Town and DEQ requirements. Any sewer service line serving more than one building shall require a DEQ "Permit-to-Construct" and the consent of the Town of Alpine, subject to town engineer review.

## Section XI: Additional Sewer Regulations

- a) **Abandonment of Existing Septic Tanks:** Any lot owner with an existing structure that has reasonable access to the Town collection system, who has a septic system/leach field that fails to operate properly or becomes an environmental or public health concern, as determined by the Town of Alpine, shall be required to abandon that septic system/leach field and connect to the collection system within sixty (60) days following notification from the Town. If the notification of failure occurs after September 15, the connection shall be made by June 15 of the following year.
- b) **Properties Requiring Pump Stations:** Special provisions shall apply to properties that are within reasonable access of the Town of Alpine's collection system and have a demonstrated need (to the satisfaction of the Town Engineer) for a pump station. These properties shall pay the same connection fees and capacity fees specified in the most recently adopted Town of Alpine Utility Rate Ordinance. In addition, the pump station and discharge line shall be required to meet additional specifications. The pump station shall be purchased and installed at the property owner's expense.
- c) **Prohibited discharges:** In accordance with the Master Sewer Ordinance, no person, association, firm or business, including, but not limited to, septic tank pumping services, firms or organizations, shall discharge or cause to be discharged any of the following described water or wastes to the Town's sewer system:
  - i. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas
  - ii. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantities, either singularly or by interaction with other wastes, to contaminate the sludge of the public sanitary sewer, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, to create a public nuisance, or to create any hazard in the receiving waters of the wastewater treatment facility.
  - iii. Any waters or wastes having a pH lower than 5.5, above 8.5 or having any other acidic/corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works.
  - iv. Solid or viscous substances in quantities or of such size capable of plugging or causing obstruction to the flow in sewers or of causing other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, manure, hair, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders
  - v. Paint, oil, wax, epoxy, grease or similar substance.
  - vi. Sludge and other matter pumped from septic tanks or other sewage disposal systems.

- vii. Unpolluted waters such as stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water.
- viii. Any other substance which would unreasonably tend to plug or cause obstruction to the Town's sewer system.
- d) **Change of Property Use – Sewer Evaluation Required:** If the use of a property is changed, whether or not a building permit is required or obtained, the property owner shall submit an application to the Town of Alpine for review. As part of this review, the sewer service and capacity demands associated with the property shall be evaluated by the Town to determine compliance with all applicable requirements. Any necessary upgrades, modifications, or fees resulting from the change in use shall be the responsibility of the property owner.
- e) **Previous Connection Fee Agreements / Amortization:** All contracts, agreements and extensions to the original agreements on connection fees in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project shall terminate according to the terms of the Agreements. Any reference to “amortization” or reference to financing in the agreements is hereby stricken. Said references shall be termed as lease agreements and lease payments. Any outstanding amounts due under these agreements are hereby declared “residual amounts”. Upon sale of the real property for which the sewer connection has been leased under the agreements, any outstanding residual amounts shall be paid immediately.
- f) **Master Sewer Ordinance:** The Master Sewer Ordinance establishes additional requirements, penalties, definitions, and prohibitions governing the Town of Alpine Sewer System and Treatment Plant. These provisions apply to all new and existing sewer service connections and to all use of the Town sewer system. In the event of a conflict between this ordinance and the Master Sewer Ordinance, the most recently adopted and more restrictive provision shall prevail.

## **Section XII: Liability Limitation for Water and Sewer Backups**

The Town of Alpine shall not be liable for any damages caused by water main breaks, fluctuations in water pressure, sewer backups, or surcharging of the sewer system, except where caused by the Town’s negligence. Nothing in this ordinance waives the Town’s immunities under the Wyoming Governmental Claims Act.

Property owners are responsible for damages arising from conditions on their private service lines, including blockages, defects, tree roots, grease buildup, freezing, or failure to maintain backflow or backwater devices.

## **Section XIII: Other Fees and Charges**



- a) Bulk Water: Where sufficient water is available for municipal uses, the Town may provide bulk water sales.
  - i. Bulk Water Permits and Metering Requirements: Bulk Water taken from fire hydrants or by other dedicated bulk water dispensing systems will be approved by special permit issued by the Water Commissioner who shall, at their discretion, issue a water meter to each such permittee. A meter or meters, together with such backflow prevention assemblies as the Water Commissioner may determine necessary, shall be connected to each fire hydrant/dispenser and must meter all water flowing therefrom pursuant to such special permit. The approval of the application to purchase bulk water may be withdrawn at any time with or without cause.
  - ii. Bulk Water Fees and Rates: Bulk water permit fee and usage rates; see currently Utility Rate Ordinance.
  - iii. Return of Equipment and Penalties: The permittee shall return all necessary equipment issued under such special permit to the Town of Alpine at the completion of the permit or as requested by the Town of Alpine. Any permittee that fails to return such equipment, or returns such equipment in a damaged state, is guilty of a misdemeanor and, upon conviction, is subject to a (see Utility Rate Ordinance) as well as any restitution to the Town for replacement of such equipment.
  - iv. Exemption for Fire Department Operations: Nothing in this section shall be deemed in any manner to prohibit, hinder, or require a permit of the Fire Department carrying out its firefighting duties.
- b) Authorization for Acceptance of Septage: The Town of Alpine may, at its sole discretion, authorize the acceptance of septage or other hauled wastewater at the Town's wastewater treatment facilities. Authorization shall be granted only as determined necessary and appropriate by the Town, and the Town reserves the right to deny acceptance at any time.
  - i. Disposal Fee Rates: When septage is accepted, the Town shall assess a disposal fee in accordance with the rates established by the most recently adopted Town of Alpine Utility Rate Ordinance.

#### **Section XIV: Utility Billing and Collection Policy**

- a) Responsibility for payment: The Town provides water and sewer services to properties and premises within the Town's service area. Responsibility for payment of connection fees, service fees, and special assessments applicable to the provision of those services shall rest, in each instance, with the owner of the property or premises, as recorded on the deed of trust, to which said service is provided. All such connection and capacity fees, service fees, and special assessments shall be billed to the property or premises owner. Where billing is sent to someone other than the owner (ie: Renter), the fact that such

owner shall not have been directly advised of amounts owed shall not relieve said owner of the responsibility to pay such amounts when due.

- b) **Utility Billing and Collection:** Billing shall be in accordance with the rates set forth in the most recently adopted Town of Alpine Utility Rate Ordinance and shall be subject to the penalties below.
- c) **Meter Reading:** The Town shall read all water meters one time per month.
  - i. If the Town is unable to obtain a water meter reading, the customer's bill shall be calculated based on the average water usage for that service. An adjustment shall be made once an actual meter reading is obtained.
- d) **Billing Policy:** Except as provided otherwise, the owner of the property or premises shall reimburse the Town in arrears for any and all water and sewer services on a monthly basis. The billing due date shall be considered to be the 25th day of the month regardless of the actual mailing date of the bill. Fees for water and sewer service or special services shall be set by Utility Rate Ordinance. Any payment not received by the 25th day of the month during which the bill was sent to the customer shall incur a late fee set by Utility Rate Ordinance. All late fees shall be considered part of the payment for such service for the purposes of Section XIII (i) which allows termination of service when payment is past due for 60 days from the billing date.
- e) **Late Policy:** Any payment not received by the 25th shall be deemed late and subject to a late fee as set by Utility Rate Ordinance. All late fees shall be considered part of the service charges for purposes of Section XIII (i) which authorizes termination of service when an account remains unpaid for sixty (60) days past the due date.
- f) **Ready-to-Serve Fee:** Once a property is connected to Town water and/or sewer and a billing account has been established, monthly readiness-to-serve charges shall apply, regardless of usage.
- g) **Corrections:** Corrections in billing activities shall be made retroactively for not more than three (3) billing cycles in the billing period immediately following validation of the error, unless it is determined that the property owner and/or renter tampered with the meter or related appurtenances, in which case full back-billing may be imposed.
- h) **Delinquent Accounts:** When water or sewer service charges remain unpaid for sixty (60) days past the due date, the account shall be deemed delinquent. The Town may file a lien against the property or premises served in the amount of the delinquency. Any lien filed may be foreclosed in accordance with law. In any foreclosure or civil action brought to recover delinquent amounts, the Town shall be entitled to recover the outstanding balance together with all costs of collection, including reasonable attorney's fees.
- i) **Discontinuance of Service:**
  - i. **Termination of service authorized:** The Town has the right to disconnect and refuse to connect or reconnect any water or other utility service for any of the following reasons:
    - 1. Failure to meet applicable provisions of law;

2. Violation of rules and regulations pertaining to utility services;
  3. Nonpayment of water or sewer bills when payments for such services remain past due for 60 days from the due date;
  4. Willful or negligent waste of services due to improper or imperfect pipes, fixtures, appliances or appurtenances or due to any other reason;
  5. Tampering with or failing to have in place or maintain any water meter, seal, sending unit, backflow prevention device or other equipment controlling, regulating or measuring the supply of any utility service up to and including freezing;
  6. Theft, diversion or use of utility services without payment;
  7. Failure to allow access to any water meter or related sending unit upon reasonable request; or
  8. Vacancy of premises.
- ii. Notice of termination required: Where any of the reasons set out in Section XIII (i) exist, water services provided by the Town may be terminated. Ten (10) days prior to such termination a pretermination notice shall be sent or delivered to the owner or other party designated for receipt of statements of account for that property or premises. Such pretermination notice shall indicate that services will not be restored until the account has been paid in full together with an additional fee set by the most currently adopted Utility Rate Ordinance to cover the cost of terminating and restoring the service. The Town shall not be held responsible for any damages, physical or otherwise, resulting in the termination of water and/or sewer service.
- iii. Winter Months: From December 1 through April 1, the Town of Alpine shall not disconnect water service to a residence for delinquent payment of water or sewer fees. Commercial properties, however, may be disconnected for delinquency at any time during the year. The Town shall not be liable for any damage or loss resulting from disconnection.
- j) Voluntary Disconnection and Reconnection of Water Service: At the request of the property owner, the Town will shut off water service at the curb stop. A single shut-off/reconnect fee, as set forth in the current Utility Rate Ordinance, shall apply regardless of the length of disconnection. The property owner shall remain responsible for paying the base monthly water rate during the disconnection period, as well as all base rates and per-gallon charges accrued prior to the shutoff date. In addition to the shut-off/reconnect fee, the property owner shall be responsible for any actual labor, equipment, and material costs incurred by the Town in restoring service. Voluntary disconnects are provided solely at the property owner's request (e.g., system repairs, inspections, or extended vacancy) and do not apply to disconnections for nonpayment.

- i. Liability Disclaimer: The Town of Alpine shall not be liable for any loss, injury, or impact resulting from voluntary disconnection of water service.
- k) Transfer of Service: When a property with existing water or sewer service is sold or otherwise transferred, the new property owner (transferee) shall complete a service transfer application, provide a copy of the recorded deed or other transfer instrument, and pay the applicable transfer fee as established in the most recently adopted Town of Alpine Utility Rate Ordinance. All outstanding charges shall be paid in full prior to transfer of service. The Town of Alpine shall not prorate base rate fees.
- l) Returned Check Fee: A service fee shall be charged for all returned checks and shall be established in the most recently adopted Town of Alpine Administrative Fees Resolution
- m) Renter Policy: The Town of Alpine shall, at the written request of the property owner and consent of the renter, change the billing name and mailing address into a renter's name for billing purposes. The Town of Alpine shall assess a Renter Fee as established by the most recently adopted Town of Alpine Utility Rate Ordinance. However, the property owner remains liable for payment. The property owner shall be notified when an account becomes delinquent, in accordance with the billing policy, Section XIII.
- n) Liens for Unpaid Charges: All fees, charges, penalties, and costs established under this ordinance, including but not limited to water and sewer service charges, base rates, usage charges, late fees, disconnection or reconnection fees, transfer fees, and any costs of collection, shall constitute a debt due to the Town of Alpine. Any such unpaid amounts shall become a lien upon the property or premises served.
  - i. The Town may file a lien statement against the property or premises in the amount of the delinquency. Any lien filed may be foreclosed or otherwise enforced as provided by law. In any foreclosure or civil action brought to recover unpaid amounts, the Town shall be entitled to recover the delinquent balance together with all costs of collection, including reasonable attorney's fees.

## **Section XV: Utility Audit Procedures and Requirements**

- a) Authority for Audit: The Town of Alpine, through the Water Commissioner or their designee, is authorized to audit any property receiving water or sewer utility service to verify:
  - i. The number of Equivalent Residential Units (ERUs) assigned to the property;
  - ii. The size, configuration, and condition of the water service connection, including meter size, service line size, and changes in use affecting system capacity;
  - iii. Compliance with Town ordinances, the International Building Code fixture unit tables, Town-approved plans, and all utility standards and specifications.

b) **Notice of Audit:** Prior to conducting an audit, the Town shall provide written notice to the property owner at least fifteen (15) days in advance. The notice shall include:

- i. The date(s) that Town personnel intend to conduct the audit;
- ii. The purpose and scope of the audit;
- iii. Areas of the premises that must be accessible;
- iv. Instructions for facilitating access and cooperation.

c) **Owner Cooperation Required:**

- i. The property owner shall provide full and reasonable access to the premises, including plumbing fixtures, mechanical rooms, water meters, service lines, and any appurtenances necessary for the audit.
- ii. The owner shall comply with the audit request within thirty (30) days of the audit notice.
- iii. Failure to allow access constitutes a violation of this ordinance and may result in:
  - 1. Reclassification of the property to a higher ERU tier;
  - 2. Assessment of an Unauthorized Connection Fee;
  - 3. Termination of utility service under Section XIII;
  - 4. Additional civil penalties as authorized under the Utility Rate Ordinance

d) **Audit Findings and Determination:**

- i. The Town shall complete the audit and issue written findings to the property owner within thirty (30) days after access has been provided.  
The written findings shall include:
  - 1. The confirmed or revised ERU assignment;
  - 2. The confirmed or revised water connection or meter size;
  - 3. Any required corrections to fixtures or service line configurations;
  - 4. The revised monthly rates or capacity fees, if applicable;

## 5. The effective date of billing adjustments

### e) Billing Adjustments:

- i. If the audit determines additional ERUs or a larger water service connection apply:
  - 1. The revised billing shall begin on the next billing cycle following issuance of the written findings.
  - 2. Back-billing may be imposed for up to three (3) billing cycles, consistent with Section XIII (“Corrections”)
- ii. If the audit determines that fewer ERUs or a smaller connection size apply:
  - 1. The Town shall reduce billing beginning with the next billing cycle;
  - 2. Refunds or credits shall not exceed three (3) billing cycles.

### f) Appeal Rights:

- i. A property owner may appeal the audit determination by filing a written appeal with the Town Clerk within fifteen (15) days of receiving the written findings.
- ii. The appeal shall be heard at the next regular meeting of the Town Council. The Town Council may affirm, modify, or overturn the audit determination. The Town Council’s decision shall constitute final administrative action.

### g) Failure to Comply with Audit Findings:

- i. If a property owner fails to complete required corrections or continues to violate the audit findings:
  - 1. The Town may assess civil penalties not to exceed seven hundred fifty dollars (\$750.00) per day of noncompliance with the Notice of Audit;
  - 2. The Town may terminate service;
  - 3. The Town may impose higher ERU classifications or upgraded meter requirements until the owner complies fully.

## Section XVI: Special Provisions

- a) Authority to Adjust Fees: The amount, type, and method of any fee adjustment shall be determined solely by the Town Clerk. If the property owner does not agree with the determination of the Clerk, they may petition Town Council.
- b) Water rationing: If, at any time for any reason, a scarcity of water occurs, the Mayor may impose such restrictions upon water consumption as it deems necessary to conserve the water supply of the Town. Such restrictions shall include but not be limited to water rationing or other conservation measures.
- c) Usage Fees Paid by the Town of Alpine: The Town of Alpine shall pay the same usage rate for water and sewer as other users within the municipal limits as identified under the most recently adopted Town of Alpine Utility Rate Ordinance including all public buildings and open space.
- d) Unauthorized connections, uses, or tampering: No person, association, firm or business shall make any unauthorized connection or adjust, turn on/off, terminate or otherwise tamper with the Town's water and sewer system.
  - i. Water utility:
    - 1. Unauthorized activities: Unauthorized activities include, but are not limited to: adjusting, turning on/off, terminating, or otherwise tampering with any fire hydrant, valve, curb stop, device controlling the flow or delivery of water from the Town's waterlines, water meter, or sending unit without the Town's permission. Any person, firm, corporation, or other organization engaging in such activity is guilty of a misdemeanor and, upon conviction, shall be punished in accordance with Section XV, shall be responsible for all related costs of repair, and may be subject to termination of service under Section XIII (i). Nothing in this section shall limit the ability of a property owner to operate their own curb stop.
    - 2. Tampering with Meters and Plumbing: No person, association, firm, or business shall tamper with any water meter or related sending unit installed by the Town, nor shall any person refuse access to a meter or related sending unit by authorized Town personnel. Meters and sending units shall remain accessible for service during reasonable hours.
    - 3. Prohibited Plumbing Alterations and Meter Bypass: It shall also be a violation of this ordinance for any person to alter, modify, or install plumbing in a manner that allows water usage to bypass the meter or prevents accurate registration of consumption.
    - 4. Meter Tampering, Fees, and Penalties: If the Town determines any meter or plumbing has been tampered with, or if access is denied, the billing rate for any month for which no reading is obtained

shall include a Meter Tampering Fee. A property owner may appeal such billing adjustment to the Town Clerkin writing within ten (10) days of notice; failure to do so shall bar the appeal. Repeated tampering, meter bypassing, or continued denial of access may result in termination of water service under Section XIII (i). Any such conduct constitutes a misdemeanor, punishable in accordance with Section XV, together with liability for all related costs of repair.

5. **Water Theft:** It is unlawful for any person, association, firm, or business to take or use water from the Town of Alpine without authorization. Theft of water includes, but is not limited to, unauthorized connections, bypassing meters, or any other act resulting in unmeasured water use. Such theft shall result in the imposition of a civil penalty per the Utility Rate Ordinance, in addition to any applicable misdemeanor penalties, repair costs, or termination of service.

ii. **Sewer utility.**

1. **Unauthorized Access to Sewer System:** Unauthorized activities include but are not limited to accessing, adjusting, or otherwise tampering with any manholes or cleanouts or other structures associated with the sewer collection system.
2. **Violation of Discharge Limits:** It shall be a violation of the Town of Alpine Master Sewer Ordinance for any person or property owner to discharge wastewater in excess of the limits established by the ordinance, the Town of Alpine Standards and Specifications, or any applicable state or federal regulations.
3. **Penalties and Enforcement:** Any person, association, firm or business found guilty of violating this section is guilty of a misdemeanor and, upon conviction, may result in the imposition of a civil penalty of seven hundred fifty dollars (\$750.00) for each day the violation occurs, in addition to any applicable misdemeanor penalties, repair costs, or termination of service.

- iii. **Frozen services, laterals, and appurtenances:** The property owner shall be responsible for performance of and payment for the work necessary to thaw all frozen water and sewer service laterals between the private connection and point of connection with the main. The Town shall be responsible for thawing all main lines.

- iv. **Damage from Freezing:** Any water meter that is damaged due to freezing shall be repaired or replaced at the expense of the Town of Alpine, unless it is determined



- that the damage resulted from tampering or other improper action by the property owner, in which case all costs shall be the responsibility of the property owner.
- v. Repairs Within Town Rights-of-Way and Easements: Any repairs within the Town right-of-way and easements shall comply in all respects with Town of Alpine Standards and Specifications, Construction Standards, and Building and Fire Codes.
  - e) Defective Service Laterals, Curb Stops, Water Valves, or Cleanouts: Upon notification or discovery of any damaged, leaking, or defective service lateral, curb stop, water valve, or cleanout, responsibility for repairs shall be as follows:
    - i. Property Owner Responsibility – If the leak or defect is located on the property owner’s side of the curb stop valve (between the curb stop valve and the building served), the Town of Alpine shall notify the property owner. The property owner shall be required to repair the leak at their own expense.
    - ii. Town Responsibility – If the leak or defect is located between the curb stop valve and the main line, the Town of Alpine shall perform the repair at the Town’s expense.
    - iii. All repairs within the Town right-of-way and easements shall comply with the Town of Alpine’s Standards and Specifications, Construction Standards, and Building and Fire Codes.
  - f) Testing of water meters: The Town of Alpine shall test a water meter upon request of a customer. If the meter is determined to be accurate, the customer shall be charged a testing fee at the rate established in the Utility Rate Ordinance. If the meter is determined to be faulty and recording incorrect readings, the testing fee shall be waived, the faulty meter shall be replaced by the Town at no cost to the customer, and the customer’s bill for the prior usage period shall be adjusted to reflect the minimum base rate only.
  - g) Cost of Town-Supplied Parts and Materials: If a property owner, contractor, or other party requires parts, fittings, or supplies from the Town of Alpine in connection with a water or sewer connection and/or repair, the Town may furnish such items directly. The purchaser shall be charged the Town’s acquisition cost of the part or supply plus thirty percent (30%) to cover administrative, handling, and overhead expenses. Payment in full shall be required prior to release of the items.

## **Section XVII: Violations and penalties:**

- a) Any person, firm, corporation, or other entity who violates any provision of this ordinance, or who fails to comply with any lawful order or requirement of the Town of Alpine made pursuant to this ordinance, shall be guilty of a misdemeanor. Upon conviction, such person may be subject to a fine not to exceed seven hundred fifty dollars (\$750.00) for each day that the violation continues, together with court costs and reasonable attorney’s fees.

- b) In addition to or in lieu of criminal prosecution, the Town of Alpine may enforce the provisions of this ordinance through civil action, including but not limited to the filing of liens against the property served, the recovery of damages, or the termination of utility services. Each day a violation continues shall constitute a separate and distinct offense.

**Section XVIII: Severability:** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

**Passed First Reading on the 4<sup>th</sup> day of November 2025.**

VOTE: 4 YES, 0 NO, 0 ABSTAIN, 1 ABSENT (*Councilmember Burchard was absent*)

**Passed Second Reading on the 18<sup>th</sup> day of November 2025.**

VOTE: 5 YES, 0 NO, 0 ABSTAIN, 0 ABSENT

**Passed on Third and Final Reading 16<sup>th</sup> day of December 2025.**

VOTE:     YES,     NO,     ABSTAIN,     ABSENT

TOWN OF ALPINE

\_\_\_\_\_  
Eric Green, Mayor of Alpine

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer

### ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING           )  
COUNTY OF LINCOLN       )  
TOWN OF ALPINE            )

I hereby certify that the forgoing Ordinance No. 2025-012 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer



## ORDINANCE NO. 2025-014

### AN ORDINANCE OF THE TOWN OF ALPINE, WYOMING ESTABLISHING WATER AND WASTEWATER CAPACITY FEES FOR DEVELOPMENT WITHIN THE INCORPORATED BOUNDARIES OF THE TOWN OF ALPINE

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

**Section I: Title.** The Ordinance shall be known as the Water and Wastewater Capacity Fee Ordinance of the Town of Alpine, WY of Lincoln County.

**Section II: Purpose and Intent.** The purpose of this ordinance is to establish policies and regulations governing the implementation of water and wastewater capacity fees for areas served by the Town of Alpine.

**Section III: Authority.** This Ordinance is adopted pursuant to the general powers granted to municipalities under Wyoming Statutes §15-1-101 et. Seq.

**Section IV: Definitions.** As used in this ordinance:

- (a) **Capacity Fee:** Means a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water or wastewater system capital facilities required to serve such development.
- (b) **Capital Facilities:** Means major facilities within the water and wastewater systems which provide benefit to all customers such as wells, water treatment plants, treated storage, wastewater treatment plants, major lift stations, major water transmission mains and wastewater collection mains.
- (c) **Level of Service (LOS):** Means a measure of the relationship between the service capacity and the service demand. The standard of water or wastewater system performance and capacity set by the Town to provide service.
- (d) **New Development:** Means construction, change of use, expansion, or other activity that creates new demand for water or wastewater service on a defined parcel of land.
- (e) **“Equivalent Residential Unit” or “ERU”** means a standardized unit of measurement used to determine the water demand or wastewater flow attributable to a property by comparing it to the average daily use of a typical single-family residence. One ERU represents the average daily water use and/or wastewater

flow generated by one standard household. Properties with higher or lower demand—such as commercial buildings, multifamily dwellings, restaurants, or facilities with additional plumbing fixtures—shall be assigned multiple or fractional ERUs based on their estimated demand relative to a standard household.

For purposes of sewer capacity fees and billing, **1 ERU equals 25 fixture units**. For purposes of water capacity fees and billing, **1 ERU equals the capacity of a 3/4-inch water meter or service line**, and fees for larger meter or service sizes shall be calculated by applying a ratio of the capacity of the larger meter or line to that of a 3/4-inch meter or line.

- (f) **“Water Capacity Ratio Fee.”** Means the monetary amount charged for the capacity of water lines greater than 3/4”. Capacity shall be calculated on the ratio of the safe maximum flow, in gallons per minute, of a meter corresponding to the selected water line size to that of a standard 3/4” meter. See table below:

Meter Size	AWWA Safe Max Flow (gpm)*	Capacity Ratios
3/4"	30	1.00
1"	50	1.67
1.5"	100	3.33
2"	160	5.33
3"	320	10.67
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33

Source: American Water Works Association, Principles of Water Rates, Fees, and Charges (Manual of Water Supply Practices M1), 7th Ed. (2017), Table VII.2-5: (p. 338).

- (g) **Service Area:** Means the municipal boundaries of the Town of Alpine and any area served by the Town of Alpine’s capital facilities.

- (h) **Industry Accepted Methodologies for Capacity Fees:** Means Approaches used by municipal and utility professionals for the purpose of calculating capacity fees and are supported by the leading water and wastewater organizations such as the

American Water Works Association and the Water Environment Federation, among others.

- (i) **Water Meter:** Means a device part of a service connection to a dwelling or building used solely for the purpose of measuring water use.
- (j) **Meter Capacity:** Means The maximum allowed safe operating capacity of a water meter- measured in gallons per minute.
- (k) **Meter Capacity Ratios.** Means a numerical value assigned to each meter representing the relative capacity of that meter to a ¾" meter. Used as a method to calculate capacity fees by meter size.

#### **Section V: Applicability.**

- (a) **Applicability to New Development:** This ordinance applies to all new development within the service area that meets any of the following requirements:
  - i. Construction of new building,
  - ii. Expansion of an existing building or dwelling requiring new water or wastewater service,
  - iii. Change in land use that increases water demands or wastewater demands.
- (b) **Exemptions:** The following are exempt from water and wastewater capacity fees:
  - i. Replacement of a building or dwelling with no change in water or wastewater demands,
  - ii. Remodel or repair not requiring increases in water or wastewater demands.

#### **Section VI: Appeals.**

- (a) **Appeals:** Applicant may appeal the calculation or application by filing an appeal with the Town within a specified time frame stated by the Town or contained in the Wyoming Administrative Procedures act if the Town has not adopted an office appeal process, W.S. §16-3-101 et. seq.

**Section VII: Payment.** Payment of capacity fees are due upon issuance of building permit.

#### **Section VIII: Capacity Fee Schedule.**

- (a) **Water Capacity Fee Schedule:**

Water Capacity Fee	
Meter Size inches	Calculated Fee
¾"	See Utility Rate Ordinance
1"	See Utility Rate Ordinance
1 ½"	See Utility Rate Ordinance
2"	See Utility Rate Ordinance
3"	See Utility Rate Ordinance
4"	See Utility Rate Ordinance
6"	See Utility Rate Ordinance
8"	See Utility Rate Ordinance
Meter sizes greater than 8" assessed on an individual basis	

**(b) Wastewater Capacity Fee:** Per ERU. See Utility Rate Ordinance.

#### **Section IX: Effective Date:**

This Ordinance shall take effect and be in force upon passage, approval, and publication as required by law and shall apply to all development applications submitted on or after that date.

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#### **Passed First Reading on the 4<sup>th</sup> day of November 2025.**

VOTE: 4 YES, 0 NO, 0 ABSTAIN, 1 ABSENT  
(Councilmember Burchard was absent)

#### **Passed Second Reading on the 18<sup>th</sup> day of November 2025.**

VOTE: 5 YES, 0 NO, 0 ABSTAIN, 0 ABSENT

#### **Passed on Third and Final Reading 2<sup>nd</sup> day of December 2025.**

VOTE:     YES,     NO,     ABSTAIN,     ABSENT

TOWN OF ALPINE

\_\_\_\_\_  
Eric Green, Mayor of Alpine

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer

**ATTESTATION OF THE TOWN CLERK**

STATE OF WYOMING           )  
COUNTY OF LINCOLN       )  
TOWN OF ALPINE            )

I hereby certify that the forgoing Ordinance No. 2025-014 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer





## ORDINANCE NO. 2025-013

**AN ORDINANCE ESTABLISHING UTILITY RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES WITHIN THE TOWN OF ALPINE, WYOMING; PROVIDING DEFINITIONS; ADOPTING A UTILITY RATE SCHEDULE; AND REPEALING ALL PRIOR RATE ORDINANCES IN CONFLICT HERewith.**

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

### **Section I. Title**

This ordinance shall be known and may be cited as the **“Town of Alpine Utility Rate Ordinance.”**

### **Section II. Ordinances Repealed**

Ordinance No. 2022-14 (Utility Billing), along with any other ordinances or resolutions establishing water or sewer rates, fees, or charges that are inconsistent with this ordinance, is hereby repealed.

### **Section III. Effective Date**

This ordinance shall be effective on the date of passage. All billing for rates specified herein shall begin on the first billing period after passage and approval of this Ordinance.

### **Section IV. Definitions**

For purposes of this ordinance, the following definitions apply:

- (a) **“Base Rate”** – Means the fixed monthly fee charged to each active water or sewer account to cover system infrastructure, administration, and availability of service, regardless of actual usage.
- (b) **“Per Gallon Charge”** – Means the volumetric fee billed to each water/sewer customer, based on actual metered consumption in gallons.
- (c) **“Readiness-to-Serve Fee”** – Means a monthly fee charged to properties or vacant lots that are connected to, or have service availability from, the Town system but are not actively consuming.
- (d) **“Connection Fee”** – Means a one-time fee assessed for the labor, inspection, and materials required to establish a new service connection.
- (e) **“Capacity Fee”** – Means a one-time fee to recover proportional costs of system capacity required to serve a new or expanded connection.

- (f) **“Equivalent Residential Unit” or “ERU”** means a standardized unit of measurement used to determine the water demand or wastewater flow attributable to a property by comparing it to the average daily use of a typical single-family residence. One ERU represents the average daily water use and/or wastewater flow generated by one standard household. Properties with higher or lower demand—such as commercial buildings, multifamily dwellings, restaurants, or facilities with additional plumbing fixtures—shall be assigned multiple or fractional ERUs based on their estimated demand relative to a standard household.
- (g) For purposes of sewer capacity fees and billing, **1 ERU equals 25 fixture units.** For purposes of water capacity fees and billing, **1 ERU equals the capacity of a 3/4-inch water meter or service line**, and fees for larger meter or service sizes shall be calculated by applying a ratio of the capacity of the larger meter or line to that of a 3/4-inch meter or line.
- (h) **“Water Capacity Ratios”** Means capacity fees for water lines greater than 3/4” shall be based on the ratio of the safe maximum flow, in gallons per minute, of a meter corresponding to the selected water line size to that of a standard 3/4” meter. See table below:
- (i) **Water Capacity Ratio Fee.** The monetary amount charged for the capacity of water lines greater than 3/4”. Capacity shall be calculated on the ratio of the safe maximum flow, in gallons per minute, of a meter corresponding to the selected water line size to that of a standard 3/4” meter. See table below:

Meter Size	AWWA Safe Max Flow (gpm)*	Capacity Ratios
3/4"	30	1.00
1"	50	1.67
1.5"	100	3.33
2"	160	5.33
3"	320	10.67
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33

Source: American Water Works Association, Principles of Water Rates, Fees, and Charges (Manual of Water Supply Practices M1), 7th Ed. (2017), Table VII.2-5: (p. 338).

- (j) **“Fixture Unit”** – Means a standardized measure of water demand assigned to specific plumbing fixtures or groups of fixtures as set forth in the most recent International Building Code (see attachment A Fixture to ERU Calculator).
- (k) **“Bulk Water Rate”** – Means the charge for water dispensed directly through fire hydrants or approved bulk fill stations by permit.
- (l) **“Renter Fee”** – Means a monthly charge assessed when billing responsibility is transferred from the property owner to a renter.
- (m) **“Outside Municipal Limits Rate”** – Means any customer receiving service outside the Town boundaries shall be billed at a percentage above the in-Town rate as provided in the Utility Rate Schedule. Water rates shall be assessed at one hundred twenty-five percent (125%) of the standard rate, and sewer rates shall be assessed at one hundred fifty percent (150%) of the standard rate, as outlined below.

## Section V. Water Rates and Fees

Water-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, meter replacement fees, and out-of-town multipliers** shall be as set forth below:

### WATER RATES AND FEES:

#### MONTHLY WATER METER BASE RATE

Meter Size	Residential	Commercial	Industrial	Out of Town Res.	Out of Town Com.	Out of Town Ind.
3/4"	\$31.00	\$31.00	\$31.00	\$38.75	\$38.75	\$38.75
1"	\$51.67	\$51.67	\$51.67	\$64.58	\$64.58	\$64.58
1.5"	\$103.33	\$103.33	\$103.33	\$129.17	\$129.17	\$129.17
2"	\$165.33	\$165.33	\$165.33	\$206.67	\$206.67	\$206.67
3"	\$330.67	\$330.67	\$330.67	\$413.33	\$413.33	\$413.33
4"	\$516.67	\$516.67	\$516.67	\$645.83	\$645.83	\$645.83
6"	\$1,033.33	\$1,033.33	\$1,033.33	\$1,291.67	\$1,291.67	\$1,291.67
8"	\$1,653.33	\$1,653.33	\$1,653.33	\$2,066.67	\$2,066.67	\$2,066.67

#### MONTHLY READY TO SERVE FEE

**In Town**      \$31.00

**Out of Town**    \$38.75

#### MONTHLY WATER USAGE

<b>\$\$ per 1,000 gallons</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Out of Town Res.</b>	<b>Out of Town Com.</b>	<b>Out of Town Ind.</b>
	\$2.00	\$2.00	\$2.00	\$2.50	\$2.50	\$2.50

#### MONTHLY FIRE SUPPRESSION READINESS-TO-SERVE

<b>Size</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Out of Town Res.</b>	<b>Out of Town Com.</b>	<b>Out of Town Ind.</b>
<b>3/4"</b>	\$31.00	\$31.00	\$31.00	\$38.75	\$38.75	\$38.75
<b>1"</b>	\$51.67	\$51.67	\$51.67	\$64.58	\$64.58	\$64.58
<b>1.5"</b>	\$103.33	\$103.33	\$103.33	\$129.17	\$129.17	\$129.17
<b>2"</b>	\$165.33	\$165.33	\$165.33	\$206.67	\$206.67	\$206.67
<b>3"</b>	\$330.67	\$330.67	\$330.67	\$413.33	\$413.33	\$413.33
<b>4"</b>	\$516.67	\$516.67	\$516.67	\$645.83	\$645.83	\$645.83
<b>6"</b>	\$1,033.33	\$1,033.33	\$1,033.33	\$1,291.67	\$1,291.67	\$1,291.67
<b>8"</b>	\$1,653.33	\$1,653.33	\$1,653.33	\$2,066.67	\$2,066.67	\$2,066.67

#### WATER CONNECTIONS

<b>Size</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Out of Town Res.</b>	<b>Out of Town Com.</b>	<b>Out of Town Ind.</b>
<b>3/4"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>1"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>1.5"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>2"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00

<b>3"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>4"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>6"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00
<b>8"</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,875.00

#### WATER CAPACITY FEES

<b>Meter Size</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
<b>3/4"</b>	\$7,925.00	\$7,925.00	\$7,925.00
<b>1"</b>	\$13,235.00	\$13,235.00	\$13,235.00
<b>1.5"</b>	\$26,390.00	\$26,390.00	\$26,390.00
<b>2"</b>	\$42,240.00	\$42,240.00	\$42,240.00
<b>3"</b>	\$84,560.00	\$84,560.00	\$84,560.00
<b>4"</b>	\$132,110.00	\$132,110.00	\$132,110.00
<b>6"</b>	\$264,140.00	\$264,140.00	\$264,140.00
<b>8"</b>	\$422,640.00	\$422,640.00	\$422,640.00

#### WATER METER REPLACEMENT FEE

**\$2.00 per month**

### Section VI. Sewer Rates and Fees

Sewer-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, capacity fees, ERU-based fees, and out-of-town multipliers** shall be as set forth below:

#### **SEWER RATES AND FEES:**

##### MONTHLY SEWER BASE RATE

<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Out of Town Res.</b>	<b>Out of Town Com.</b>	<b>Out of Town Ind.</b>
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<b>PER ERU</b> (Min. 1 ERU)	\$67.50	\$67.50	\$67.50	\$101.25	\$101.25	\$101.25
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**MONTHLY SEWER USAGE (FROM WATER USAGE)**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
<b>\$ per 1,000 gallons</b>	\$0.00	\$0.00	\$0.00

**SEWER CONNECTION FEE**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
<b>PER ERU</b> (Min. 1 ERU)	\$1,000.00	\$1,000.00	\$1,000.00

**SEWER CAPACITY FEE**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>
<b>PER ERU</b> (Min. 1 ERU)	\$9,080.00	\$9,080.00	\$9,080.00

**Section VII. Miscellaneous Utility Fees**

Other charges, including but not limited to **bulk water rates, renter fees, returned check fees, voluntary shutoff/reconnection fees, meter tampering fees, and other administrative charges** shall be as set forth below:

**MISC. FEES SCHEDULE:**

<b>Fee Type</b>	<b>Unit</b>	<b>Rate</b>
<b>Renter Fee</b>	per occurrence	\$50.00
<b>Returned Check Fee</b>	per occurrence	\$50.00
<b>Connection License Extension Fee</b>	per occurrence	\$100.00
<b>Shut Off/Reconnect Fee</b>	per occurrence	\$60.00
<b>Termination Fee</b>	per occurrence	\$120.00

<b>Late Fees</b>	per occurrence	10% of bill
<b>Unauthorized Connection Fee</b>	per occurrence	\$750.000
<b>Transfer of Service</b>	per occurrence	\$300.00
<b>Civil Penalty</b>	per day	\$750.00
<b>Prohibited Discharge Fee</b>	per occurrence	\$750.00
<b>Water Meter Testing Fee</b>	per occurrence	\$65.00
<b>Bulk Water Permit Fee</b>	per occurrence	\$100 Permit Fee and \$4 per Galloon
<b>Irrigation Well Permit Fee (Annual)</b>	per occurrence	\$100.00 for first year
<b>Irrigation Well Permit Fee (Renewal)</b>	per occurrence	\$50.00 years following
<b>Meter Tampering Fee</b>	per occurrence	\$750.00

### Section VIII. Reimbursement

Whenever the Town of Alpine incurs costs for work performed or parts supplied in connection with water or sewer facilities located on private property, or in any situation where such work is not the Town's responsibility, the property owner or applicant shall be liable to the Town for reimbursement in an amount equal to the actual costs incurred plus an additional thirty percent (30%).

### Section IX. Authority to Amend

The Town Council may update or amend by ordinance.

The Council may also adopt administrative resolutions to adjust specific rates (e.g., bulk water, renter fees, readiness-to-serve) so long as the adjustments are consistent with the framework of this ordinance.

### Section X. Civil Penalties

- a) A civil penalty is hereby established for violations of utility procedures, requirements, or regulations as referenced in the most recently adopted Utility Procedure Ordinance or any other applicable Town ordinance.

- b) Unless otherwise specified by ordinance, the civil penalty authorized under this ordinance shall be seven hundred fifty dollars (\$750.00) per day for each day the violation continues.
- c) Each day a violation continues shall constitute a separate and distinct violation for purposes of assessing civil penalties under this ordinance.
- d) Civil penalties established under this ordinance are in addition to any applicable misdemeanor penalties, repair costs, service termination, or other enforcement actions authorized by the Town of Alpine.

## **Section XI. Collection, Liens, and Enforcement**

- (a) All bills are due by the **25th of each month.**
- (b) Late payment, lien, and enforcement provisions remain as previously established in Town of Alpine Billing Procedure Ordinance and shall apply to all rates adopted under this Ordinance.
- (c) Accounts delinquent 60 days or more may be shut off and are subject to lien on the property served.
- (d) The Town may recover attorney's fees and costs for collection actions.

## **Section XII. Severability**

If any portion of this ordinance is held invalid, the remaining provisions shall remain in full force and effect.

## **Section XIII. Adoption**

This ordinance passed and approved on the following dates:

**Passed First Reading on the 4<sup>th</sup> day of November 2025.**

VOTE:   3   YES,   1   NO,   0   ABSTAIN,   1   ABSENT  
*(Councilmember Scaffide voted no; Councilmember Burchard was absent)*

**Passed Second Reading on the 18<sup>th</sup> day of November 2025.**

VOTE:   4   YES,   1   NO,   0   ABSTAIN,   0   ABSENT  
*(Councilmember Scaffide voted no)*

**Passed on Third and Final Reading 16<sup>th</sup> day of December 2025.**

VOTE:      YES,      NO,      ABSTAIN,      ABSENT



TOWN OF ALPINE

\_\_\_\_\_  
Eric Green, Mayor of Alpine

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer

**ATTESTATION OF THE TOWN CLERK**

STATE OF WYOMING           )  
COUNTY OF LINCOLN       )  
TOWN OF ALPINE            )

I hereby certify that the forgoing Ordinance No. 2025-013 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

\_\_\_\_\_  
Monica L. Chenault, Clerk / Treasurer

## LEASE AGREEMENT

### LINCOLN – UINTA COUNTY CHILD DEVELOPMENT CENTER

This agreement made and entered into this 16<sup>th</sup> day of December 2025, to be effective upon completion of the building to be constructed upon the subject property, which lease is by and between the Town of Alpine, Wyoming, a municipal corporation, the owner of the real estate described below and hereinafter referred to as the "Landlord", and the Lincoln – Uinta County Child Development Association, a Wyoming non-profit corporation hereinafter referred to as "Tenant".

WITNESSETH that for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the said Landlord does hereby lease unimproved real property located in the Town of Alpine, Lincoln County, Wyoming, which property is described and known as 247 Snake River Drive, Alpine, Wyoming 83128, said building containing 2,812 sq. ft. +/-, and hereinafter referred to as "Premises."

1. **TERM.** The term of this Lease shall be for ten (10) years commencing on the date hereof and ending ten (10) years from then, unless sooner terminated as hereinafter provided. Provided that Tenant is not in default of this lease agreement, Tenant shall be entitled to renew this lease for an additional ten (10) year term. Tenant shall give written notice to Landlord of its intention to exercise any such option not less than one hundred twenty (120) days prior to the expiration of the initial term of this lease or the expiration of the current extended term of this lease as the case may be.

2. **RENT.** The Tenant shall pay to the Landlord the annual rent of One Dollar (\$1.00) in lawful money of the United States, payable in one annual payment due November 30 of each year of the term of this Lease.

3. **ACCESS.** The Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the leased property free from any annoyance, hindrance or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

4. **USE OF PREMISES.** The Tenant shall use the premises for the Alpine Child Development Center in which the Tenant shall provide early childhood services from birth to five (5) years old. Tenant agrees not to use or permit the use of the premises or any part thereof for any purpose other than described in the previous sentence, and not for any purpose prohibited by law. Tenant agrees at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use and occupancy of the premises throughout the entire term of this Lease or any extension thereof. Any building construction, expansion or other substantial improvements shall require the permission of the Landlord and shall be at the sole expense of the Tenant.

In addition to the foregoing, Tenant shall not use or occupy nor permit the leased property or any part thereof to be used or occupied for any business, use, or purpose deemed disreputable or extra hazardous or which would make void or voidable any insurance then enforced with respect thereto or which would increase the premiums for or make it impossible to obtain fire or other insurance or which will cause or be likely to cause structural damage to the building or any parts thereof.

5. **SURRENDER.** Upon the termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this lease, reasonable wear and tear excepted. All property and improvements of the Tenant not removed at the termination of this lease shall be deemed abandoned by the Tenant.

6. **REPAIR AND MAINTENANCE.** The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep its portion of the leased premises in as good order and repair as it is at the time of the commencement of this lease, reasonable wear and tear excepted. The Tenant shall maintain all portions of the leased premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

7. **UTILITIES.** The Tenant shall pay the electrical services, water and sewer services, collection services, and other necessary utilities and services used on or in the leased premises.

8. TAXES AND ASSESSMENTS. The Tenant shall pay all real estate taxes and assessments.

9. INSURANCE. Tenant shall procure and maintain in force at its expense during the term of this Lease and any extension thereof, casualty insurance and public liability insurance with insurers and through brokers licensed in Wyoming in a sum of not less than \$1,000,000 per person, \$1,000,000 per accident for bodily injury, and \$3,000,000 for property damage. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount as determined by the Landlord, for bodily injury, death and for property damage. The insurance policies shall name the Landlord as insured. The Landlord shall not be liable for any damage or injury to the Tenant, their guests or invitees within the leased premises, except as such may be due to the gross negligence of Landlord. The Tenant agrees to indemnify and hold harmless the Landlord from any such claims, liability, damages and expense, no matter how caused, including reasonable attorney fees, except as such may be due to the gross negligence of Landlord.

The Tenant shall insure Tenant's personal property kept on the leased premises and shall hold Landlord harmless for loss or damage to Tenant's property.

10. COVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof.

11. CONDITION OF LEASED PREMISES. Tenant is familiar with the condition of the leased premises and accepts the leased premises in their existing condition.

12. INDEMNIFICATION. The Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of or from the leased premises or the occupancy or use of the leased property by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, their agents, licensees, invitees, contractors, customers, employees or sub-tenant.

13. NON-ASSIGNMENT. Tenant shall not assign, mortgage, hypothecate, or otherwise encumber this lease or any interest therein, nor sublet or permit the leased premises or any part thereof to be used by any other person, firm, corporation, or other entity other than the Tenant without the written permission of the Landlord.

14. DEFAULT. If the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this lease to be paid to the Landlord at the times or in the manner provided under this lease or otherwise, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant, then Landlord may terminate this lease. In such event, Tenant shall remain liable for any repairs and alterations necessary to prepare the premises for re-letting, plus past due rent accrued, and an additional one month's rent. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by laws. If the Tenant is in default, the Landlord may prevent removal of property from the premises by any lawful means it deems necessary to protect its interest.

15. ATTORNEY FEES. If an action shall be 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 premises, the prevailing party shall be responsible for their own attorney fees.

16. HOLD OVER TENANCY. Should the Tenant hold possession hereunder after the expiration of the lease term hereby created with the consent of the Landlord, the Tenant shall remain on a year-to-year basis upon all the terms, covenants and conditions herein specified.

17. WAIVER. The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rental hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless

of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

18. **BINDING EFFECT.** All the terms, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

19. **REPRESENTATIONS.** It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made, other than as expressly set forth herein.

20. **TIME OF ESSENCE.** Time is of the essence of this agreement.

21. **COUNTERPARTS.** This Lease Agreement shall be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease as of the day and year first above written

TOWN OF ALPINE,  
Wyoming municipal corporation:

LINCOLN-UINTA CHILD DVLP  
ASSC.,  
a Wyoming non-profit corporation

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Regional Director

Attest: \_\_\_\_\_  
Town Clerk

Attest: \_\_\_\_\_  
Secretary



**TOWN OF ALPINE, WYOMING  
RESOLUTION 2025-050  
A RESOLUTION AUTHORIZING THE TOWN CLERK TO OPEN THREE BANK  
ACCOUNTS FOR SEWER CAPACITY FEES, WATER CAPACITY FEES, AND  
METER FEES AND RESTRICTING THE USE OF SAID FUNDS**

---

**WHEREAS**, the Governing Body of the Town of Alpine finds it necessary to establish separate bank accounts for the purpose of securely holding Sewer Capacity Fees, Water Capacity Fees, and Meter Fees collected by the Town; and

**WHEREAS**, it is in the best interest of the Town of Alpine to open and maintain said accounts with First Bank of Wyoming; and

**WHEREAS**, the Governing Body intends that all funds deposited into these accounts be reserved exclusively for capital improvements, system expansion, meter acquisition and replacement, or other lawful uses directly related to sewer capacity, water capacity, and meter-related infrastructure, and that such funds shall not be expended without explicit authorization from the Town Council.

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

**Authority to Open Accounts.**

The Town of Alpine is hereby authorized to open two bank accounts with First Bank of Wyoming, designated respectively as:

- Sewer Capacity Fees Account
- Water Capacity Fees Account
- Meter Fees Account

**Purpose of Accounts:** The purpose of these accounts shall be to securely hold, manage, and track Sewer Capacity Fees, Water Capacity Fees, and Meter Fees collected by the Town.

- Sewer Capacity Fees and Water Capacity Fees shall be used solely for capital expenditures, system expansion, infrastructure improvements, or other purposes directly related to municipal sewer and water capacity needs.
- Meter Fees shall be used exclusively for the purchase, replacement, installation, maintenance, or upgrade of water meters and meter-related infrastructure, or any lawful use directly connected to the Town's metering system.

**Restricted Use of Funds:** Funds deposited into these accounts shall not be transferred, withdrawn, encumbered, or expended for any purpose without prior approval by the Town Council through motion, resolution, or other official action recorded in the minutes.

**Administrative Authority:** The Town Clerk is directed to take all actions necessary to establish and maintain these accounts in compliance with applicable laws, regulations, and policies of the Town of Alpine.



**TOWN OF ALPINE, WYOMING  
RESOLUTION 2025-050  
A RESOLUTION AUTHORIZING THE TOWN CLERK TO OPEN THREE BANK  
ACCOUNTS FOR SEWER CAPACITY FEES, WATER CAPACITY FEES, AND  
METER FEES AND RESTRICTING THE USE OF SAID FUNDS**

---

**Signatories:** These accounts shall have the same authorized signatories as appointed in the most recent Official Appointments Resolution of the Town of Alpine, Wyoming, or any subsequent resolution modifying authorized signatories.

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of December 2025.

**VOTE: \_\_\_ YES, \_\_\_ NO, \_\_\_ ABSTAIN, \_\_\_ ABSENT**

SIGNED:

---

Eric Green, Mayor of Alpine

ATTEST:

---

Monica L. Chenault, Town Clerk/Treasurer





**Town of Alpine  
Planning and Zoning Commission  
Recommendation to Town Council**

**TO:** Mayor and Town Council

**PREPARED BY:** Gina Corson, Planning & Zoning Administrator

**DATE:** December 10, 2025

**SUBJECT:** Jenkinson, Kathleen, and William- Simple Re-Plat Application

**MEETING DATE:** December 9, 2025

---

**PLANNING AND ZONING COMMISSION RECOMMENDATION FOR APPROVAL AND  
SIGNATURE OF REPLAT**

The Planning and Zoning Commission met at their scheduled time on Tuesday, December 09, 2025, and reviewed a Simple Re-Plat Application from Kathleen and William Jenkinson, for 701 and 703 Sunset Dr. Lots #3 and #4 of the Grand Lake Addition, Alpine, WY.

Mr. Marlowe Scherbel was in attendance to answer any questions for the re-plat project with those present. Ms. Gina Corson presented a written staff report for the application.

Upon review of the Town's Rights of re-plat procedures, review of the advanced plat map, and review of the provided staff report, the Commission would like to recommend that the Town Council consider approval of the re-plat application.

---

**NEXT STEPS**

- Place the issue on the Town Council agenda for review and approval.
- 

**Ms. Rachal Stewart moved to send a recommendation to the Town Council for the Town to approve the simple re-plat for Mr. and Mrs. Jenkinson, 701 and 703 Sunset Dr. Lots #3 and #4. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.**

Gina Corson, Acting Planning & Zoning Administrator

Date

SCOTT A. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 3889  
Utah Registration No. 372111  
Idaho Registration No. 8026

MARLOWE A. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 5368

KARL E. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 11810  
Idaho Registration No. 13493  
Certified Federal Surveyor No. 1223

# SURVEYOR SCHERBEL, LTD. PROFESSIONAL LAND SURVEYORS

Est. 1951 CONSULTANTS IN Boundary Matters, Irrigation and Water Rights

## ADDRESS

BIG PINEY OFFICE  
Box 96, 283 Main Street  
Big Piney-Marbleton, Wyoming 83113

AFTON OFFICE  
Box 725, 46 West 3rd Avenue  
Afton, Wyoming 83110

## TELEPHONE

307-276-3347  
307-276-3348 (Fax)

307-885-9319  
307-885-9809 (Fax)

SUS  
Big Section 7, Itemg.

JAMIE DECORA  
Afton Office Manager

Jackson, WY  
Direct to Big Piney Office  
307-733-5903 & Fax

Lava Hot Springs, ID  
Direct to Big Piney Office  
208-776-5930 & Fax

Montpelier, ID  
Direct to Afton Office  
208-847-2800 & Fax

11 September 2025

Mayor Eric Green  
Town of Alpine  
PO Box 3070  
Alpine, Wyoming 83128

Re: William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust dated July 9, 2020 – Amended Plat Application – Combine Lots 3 and 4 of Grand Lake Addition to the Town of Alpine, Lincoln County, Wyoming

Dear Mayor Green,

Enclosed please find the following for the above referenced project:

1. A Replat Application
2. A copy of the Ownership deeds:
  - a. 984 PR 151 – William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust
  - b. 984 PR 162 - William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust
3. A list of property owners within 500 feet of the proposed development with mailing addresses based on the most current information from the Lincoln County GIS.
4. A print of an advance plat titled, "GRAND LAKE THIRD ADDITION TO THE TOWN OF ALPINE IDENTICAL WITH LOT 3 AND LOT 4 OF GRAND LAKE ADDITION WITHIN THE SW1/4SE1/4 SECTION 29 T37N R118W LINCOLN COUNTY, WYOMING", dated 1 July 2025.
5. A reduced print of the plat. This print may be reproduced to be added to adjoining property owner's notification letter.
6. Check No. 14082 for payment of the \$3,000.00 filing fee.

The applicant is requesting to combine the lots currently known as Lot 3 and Lot 4 of Grand Lake Addition to the Town of Alpine into a single lot. The property is located on Sunset Drive. The property is located within the incorporated boundary of the Town of Alpine. The property is approximately 1.69± acres.

Please consider this letter as a request for review and approval of the final plat to be presented to the Alpine Planning and Zoning Board and the Alpine Town Council at their next available meetings.

If you have any questions, please contact me.

Sincerely,  
SURVEYOR SCHERBEL, LTD.



Jennifer Gunter

enclosures

cc: William Jenkinson (email)

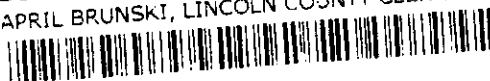
When Recorded Return to:

EDWARDS LAW OFFICE, P.C.  
PO Box 5345  
Etna, WY 83118

Mail Tax Notices to:

William and Kathleen Jenkinson  
P.O. Box 3190  
Alpine, WY 83128

1010732 8/3/2020 11:49 AM  
LINCOLN COUNTY FEES: \$42.00 PAGE 1 OF 11  
BOOK: 984 PAGE: 151 DEED, WD  
APRIL BRUNSKI, LINCOLN COUNTY CLERK



## WARRANTY DEED

William R. Jenkinson and Kathleen P. Jenkinson, Husband and Wife as tenants by the entireties, Grantors, whose address is 703 Sunset Drive, Alpine, Wyoming, for and in consideration of ten dollars (\$10) in hand paid, the trust created, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to William R. Jenkinson and Kathleen P. Jenkinson, Trustees of the William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust dated July 9, 2020, and any amendments thereto, Grantees, whose address is 703 Sunset Drive, Alpine, Wyoming, the following described real estate situate in the County of Lincoln, State of Wyoming and legally described as:

**THAT PROPERTY DESCRIBED ON THE ATTACHED WARRANTY DEED AS EXHIBIT A, RECORDED ON FEBRUARY 24, 1999 AS DOCUMENT NO. 856928, IN BOOK 426 ON PAGE 439, IN THE LINCOLN COUNTY CLERK'S OFFICE, KEMMERER, WYOMING. THIS PROPERTY WAS ORIGINALLY KNOWN AS LOTS 276 AND 281 OF LAKEVIEW ESTATES TRACT (A), RENAMED LOT NUMBER 702, ON APRIL 16, 1996, BY RESOLUTION NO. 1-04-16-96, BY THE TOWN OF ALPINE, SEE ATTACHED EXHIBIT B.**

Warranty Deed  
William R. Jenkinson and Kathleen P. Jenkinson Alpine Property Lot 702

free from encumbrances; and Grantors warrant the title thereto against the lawful claims of all persons whomsoever, except: restrictions, reservations, easements, and encumbrances of record.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of this state, and Grantors hereby reserving and incorporating all rights pursuant to W.S. 4-10-402(c)(d), or any similar provision.

DATED: this 27 day of July, 2020.

William R. Jenkinson  
William R. Jenkinson

Kathleen P. Jenkinson  
Kathleen P. Jenkinson

STATE OF WYOMING )

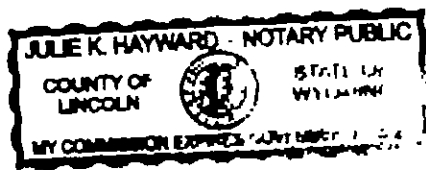
) SS

COUNTY OF LINCOLN )

The foregoing instrument was acknowledged before me a Notarial Officer, by William R. Jenkinson and Kathleen P. Jenkinson, Husband and Wife, this 27 day of July, 2020.

Witness my hand and official seal.

SEAL



Julie K. Hayward  
Notary Public

My commission expires: 11/1/2023

Warranty Deed  
William R. Jenkinson and Kathleen P. Jenkinson Alpine Property Lot 702

12-11305

BOOK 525 PR PAGE 439 **856928**  
**WARRANTY DEED**

99 FEB 24 AM 10:29

JEANNE WAGNER  
KEMMERER, WYOMING

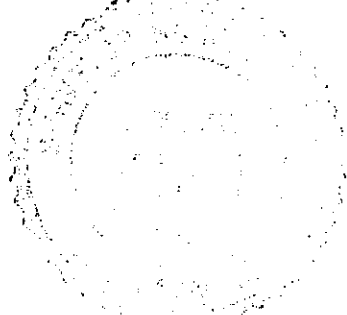
**Surveyor Scherbel, LTD.**, a Wyoming corporation, having its principal place of business at Big Piney, Sublette County, Wyoming, (mailing address: PO Box 4296, Big Piney, WY 83113), grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt whereof is hereby acknowledged, and other good and valuable consideration, **CONVEYS** and **WARRANTS** to **William R. Jenkinson** and **Kathleen P. Jenkinson**, husband and wife, as tenants by the entireties, of 306 Sunset Drive, PO Box 3190, Alpine, WY 83128, grantees, the following described real estate, situate in the County of Lincoln, State of Wyoming, and more particularly described as follows, to-wit:

Lots 276 and 281 of Lakeview Estates Tract (A), a subdivision of record in the Office of the Lincoln County Clerk as Plat No. 158 in the Town of Alpine, within the SW1/4SE1/4 of Section 29, T37N, R118W, Lincoln County, Wyoming, and also that part of that tract of record in the Office of the Lincoln County Clerk in Book 293 P.R., page 249 within said Lakeview Estates Tract (A), as more particularly described on EXHIBIT "A" attached.

SUBJECT TO that certain Driveway Easement dated February 6, 1997, granted by seller to buyer for access to Lots 274, 275, 279 and 280 in said Subdivision as more particularly described on the attached "Description for William Jenkinson of Driveway Easement from Surveyor Scherbel, LTD."

SUBJECT TO all covenants, easements, exceptions, restrictions, reservations and rights-of-way of sight or record including without limitation Restrictive Covenants recorded in Book 53 P.R., page 349 and in Book 246 P.R., page 409 and easements as delineated on the recorded plat.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer as of this 18th day of February, 1999.

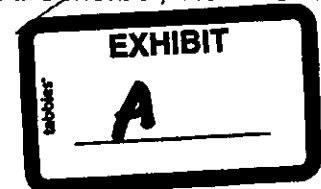


(corporate seal)

Surveyor Scherbel, LTD.  
a Wyoming corporation

By *Marlowe A. Scherbel*  
Marlowe A. Scherbel, Vice President

Attest: *Ernie W. Scherbel*  
Assistant Secretary of corporation



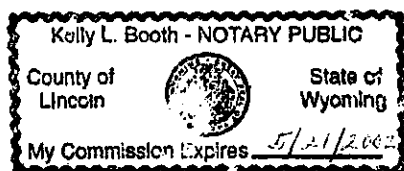
00000000

440

STATE OF WYOMING :  
 : ss.  
 COUNTY OF LINCOLN :

On this 18th day of February, 1999, before me personally appeared Marlowe A. Scherbel, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Surveyor Scherbel, LTD., a Wyoming corporation, described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Marlowe A. Scherbel acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the day and year first above written in this certificate.



Kelly L. Booth  
 NOTARY PUBLIC

My commission expires: May 21, 2002



EXHIBIT "A"

00000128

441

DESCRIPTION FOR JAMES N. ODELL  
OF LOTS 276 AND 281 AND A  
FRONTAGE TRACT ADJOINING  
LOT 276 AND SUNSET DRIVE  
WITHIN LAKEVIEW ESTATES TRACT (A)

77002

To wit:-

Lots 276 and 281 of Lakeview Estates Tract (A), a subdivision of record in said Office as Plat No. 158 in the Town of Alpine, within the SW1/4SE1/4 of Section 29, T37N, R118W, Lincoln County, Wyoming, AND

That part of that tract of record in the Office of the Clerk of Lincoln County in Book 293 of Photostatic Records on page 249 within said Lakeview Estates Tract (A), described as follows:

**BEGINNING** at the northeast point of said Lot 276 identical with an angle point on the southerly right-of-way line of Sunset Drive of said Lakeview Estates Tract (A);

thence N83°02'44"W, 100.00 feet, along the northerly line of said Lot 276 to the north-west point thereof;

thence N46°46'33"E, 69.89 feet, to a point at the intersection of the easterly right-of-way line of a twenty (20)-foot utility and access easement to the Town of Alpine and said southerly right-of-way line;

thence S38°52'09"E, 77.03 feet, along said southerly right-of-way line to the **POINT OF BEGINNING**;

**ENCOMPASSING** an area of 0.06 acre, more or less;

**ENCOMPASSING** a total area of 0.53 acre, more or less;

each "point" marked as described on the attached exhibit;

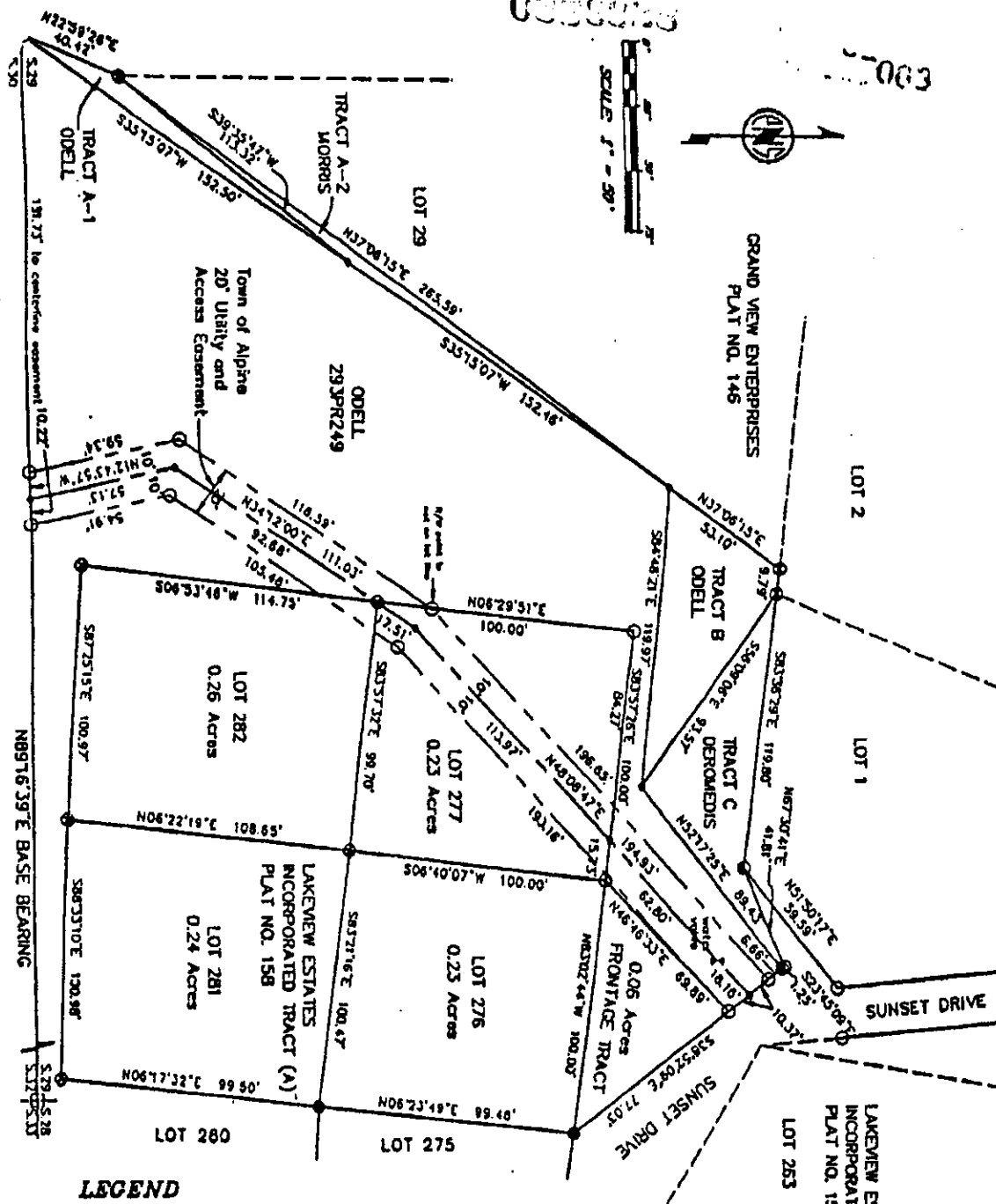
the **BASIS of BEARING** is the east half of the south line of said Section 29 being N89°16'39"W;

all in accordance with the attached exhibit titled: "EXHIBIT TO ACCOMPANY DESCRIPTION FOR JAMES N. ODELL OF A FRONTAGE TRACT ADJOINING LOT 276 AND SUNSET DRIVE WITHIN LAKEVIEW ESTATES TRACT (A), A SUBDIVISION IN THE TOWN OF ALPINE, WITHIN SW1/4SE1/4 SECTION 29 T37N R118W LINCOLN COUNTY, WYOMING", dated 12 September 1996;



12 September 1996  
sas/ws/clus/lve276,p.2



**LEGEND**

- Indicates a Corner Record on file in the Office of the Clerk of Lincoln County for corner found.
- Indicates a 3/8" steel reinforcing rod with aluminum cap inscribed: "RLS 274" and appropriate details, found.
- Indicates a 1" iron pipe with yellow plastic cap inscribed: "PE/LS 898" found.
- Indicates a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PL55368", found.
- Indicates a 3/8"x12" steel spike set or a calculated point with no monument set.
- Indicates a 5/8" steel reinforcing rod with aluminum cap inscribed: "LS 526", found.
- Indicates a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PL55368" set in place of T-shaped steel spike with metal cap inscribed: "PAUL H. SCHERBEL RLS164 SURVEY POINT", found.

**EXHIBIT TO ACCOMPANY DESCRIPTION FOR JAMES N. ODELL  
OF A FRONTAGE TRACT ADJOINING LOT 276 AND SUNSET DRIVE  
WITHIN LAKEVIEW ESTATES INCORPORATED TRACT (A),  
A SUBDIVISION IN THE TOWN OF ALPINE,  
WITHIN SW1/4SE1/4 SECTION 29 T37N R18W LINCOLN COUNTY, WYOMING**

PREPARED BY DATE BY FOR TITLE	SURVEYOR J. T. JED PROFESSIONAL LAND SURVEYOR LICENSE NO. 1000 EXPIRATION DATE 12/31/2010	COUNTY TOWNSHIP RANGE SECTION
---	---	--

**DESCRIPTION FOR WILLIAM JENKINSON  
OF DRIVEWAY EASEMENT FROM  
SURVEYOR SCHERBEL, LTD.**

To wit:—

That part of the SW1/4SE1/4 of Section 29, T37N, R118W, Lincoln County, Wyoming, including part of Lot 276 of Lakeview Estates Incorporated Tract (A), a subdivision of record in the Office of the Clerk of Lincoln County, within the Town of Alpine, described as follows:

**BEGINNING** at the northeast corner of said Lot 276, N63°48'45 "E, 480.67 feet of the southwest corner of said SW1/4SE1/4;

thence N38°52'09"W, 77.03 feet, along the south right-of-way line of Sunset Drive to a point;

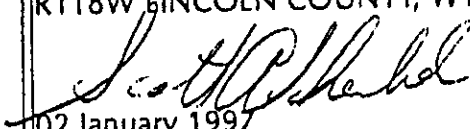
thence S25°07'33"E, 104.66 feet, to a point on the east line of said Lot 276;

thence N06°23'49"E, 35.00 feet, along said east line to the **CORNER OF BEGINNING**;

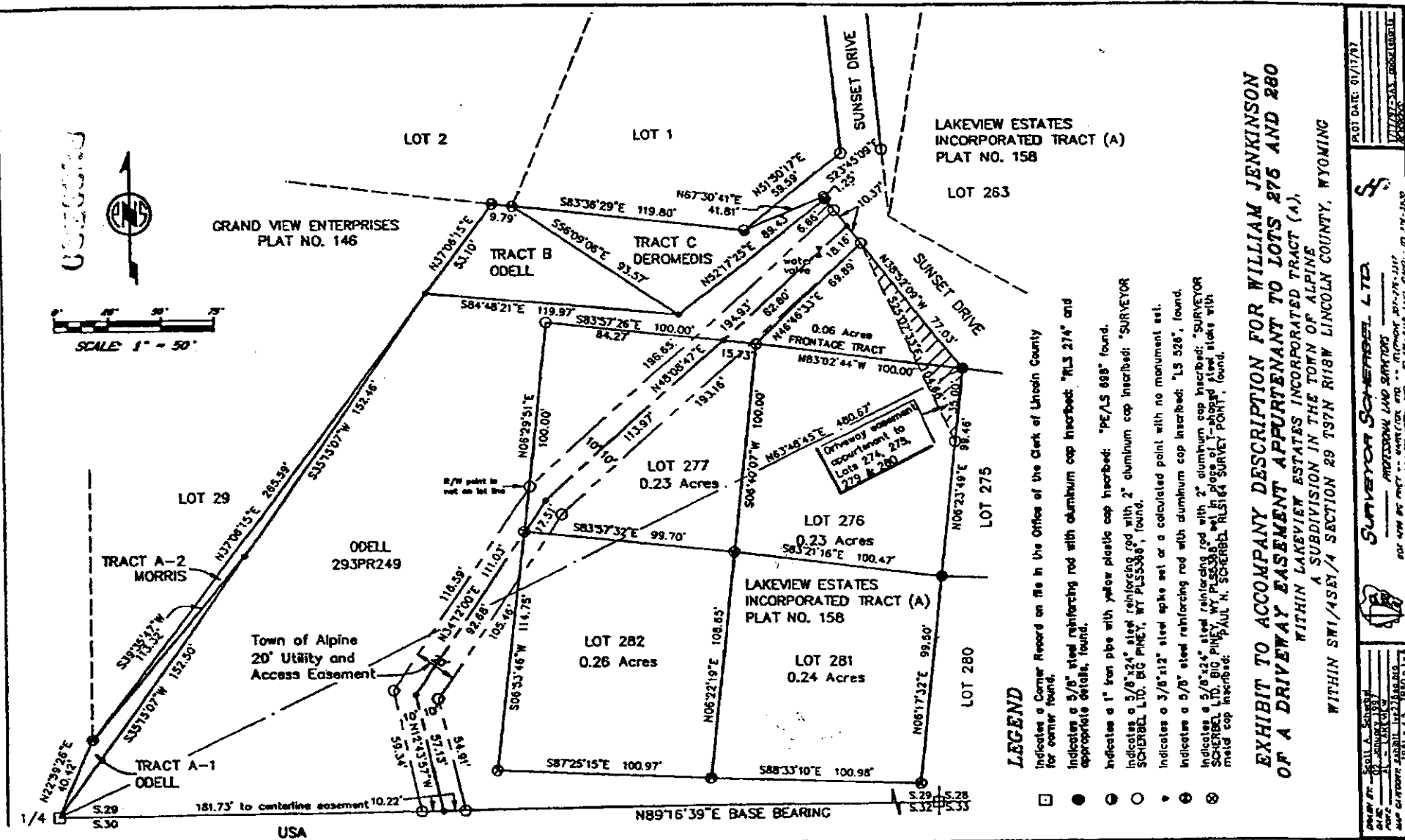
each "corner" and "point" monumented as described on the attached exhibit;

the **BASIS of BEARING** is the south line of said SW1/4SE1/4 — N89°16'39"E;

all in accordance with the attached exhibit titled: "EXHIBIT TO ACCOMPANY DESCRIPTION FOR WILLIAM JENKINSON OF A DRIVEWAY EASEMENT APPURTENANT TO LOTS 275 AND 280 WITHIN LAKEVIEW ESTATES INCORPORATED TRACT (A), A SUBDIVISION IN THE TOWN OF ALPINE WITHIN SW1/4SW1/4 SECTION 29 T37N R118W LINCOLN COUNTY, WYOMING", dated 02 January 1997.

  
02 January 1997

/sas/des/jenkinsn



A RESOLUTION TO INSURE ACCESS TO THE LAND OWNED BY INDIVIDUALS IN  
THE LAKEVIEW ESTATES SUBDIVISION IN THE TOWN OF ALPINE.

Be it resolved that in the Lakeview Estates Subdivision of the Town of Alpine the land between lots #278 through #282 and the U.S. Forest boundary will become part of the private lots. This is the official disestablishment of a possible road which was not connected to the town road system. (There has been no access to the above mentioned lots.)

Be it further resolved that access be obtained by combining the following lots:

A. Lots #277 and #282 and extend the southern boundary to the Forest. Renumber the new lot #701. Both lots are owned by James and Mary O'Dell.

B. Lots #276 and #281 and extend the southern boundary to the Forest. Renumber the new lot #702. Both lots are owned by James and Mary O'Dell.

C. Lots #274, 275, 278, 279, and 280 and extend the southern boundary to the Forest. Renumber the new lot #703. All lots are owned by Kathleen and William Jenkinson.

D. Move the Northwestern boundary of lot #283 fifty feet East to coincide with the boundary between lots #271 and #272 and extend lot #272 to the forest boundary. Renumber the new lot #704. Both lots are owned by Kathleen and William Jenkinson.

E. Lots #271 and the smaller lot #283. Number the new Lot #705. Both lots are owned by Kathleen and William Jenkinson.

It is therefore resolved that the above changes ensure access to all the land in the area by the individual property owners.

This resolution passed and approved the 16<sup>th</sup> day of April 1996.

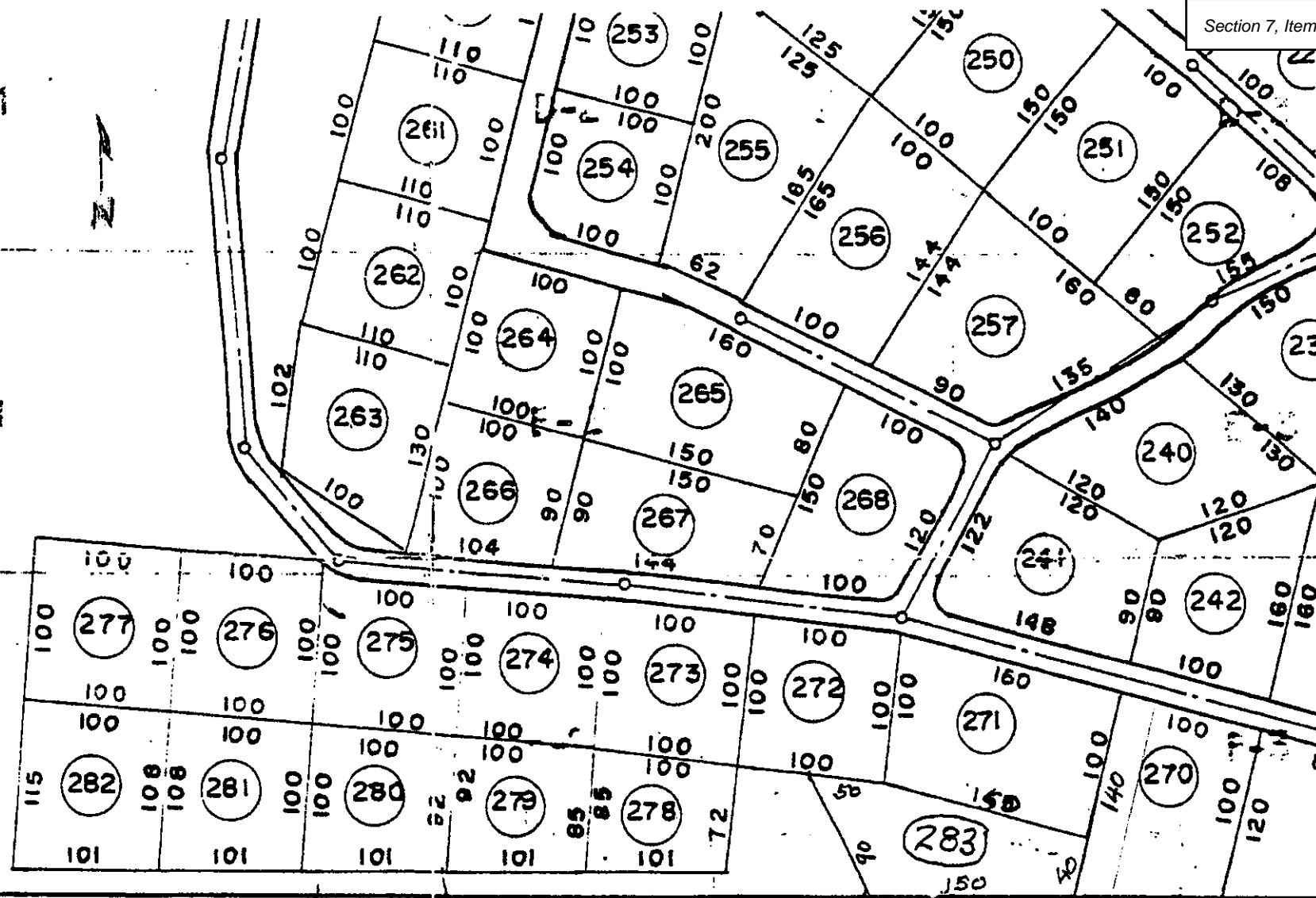
SIGNED BY:

Donn H. Wooden  
DONN H. WOODEN, MAYOR

ATTEST:

William Taylor  
acting clerk

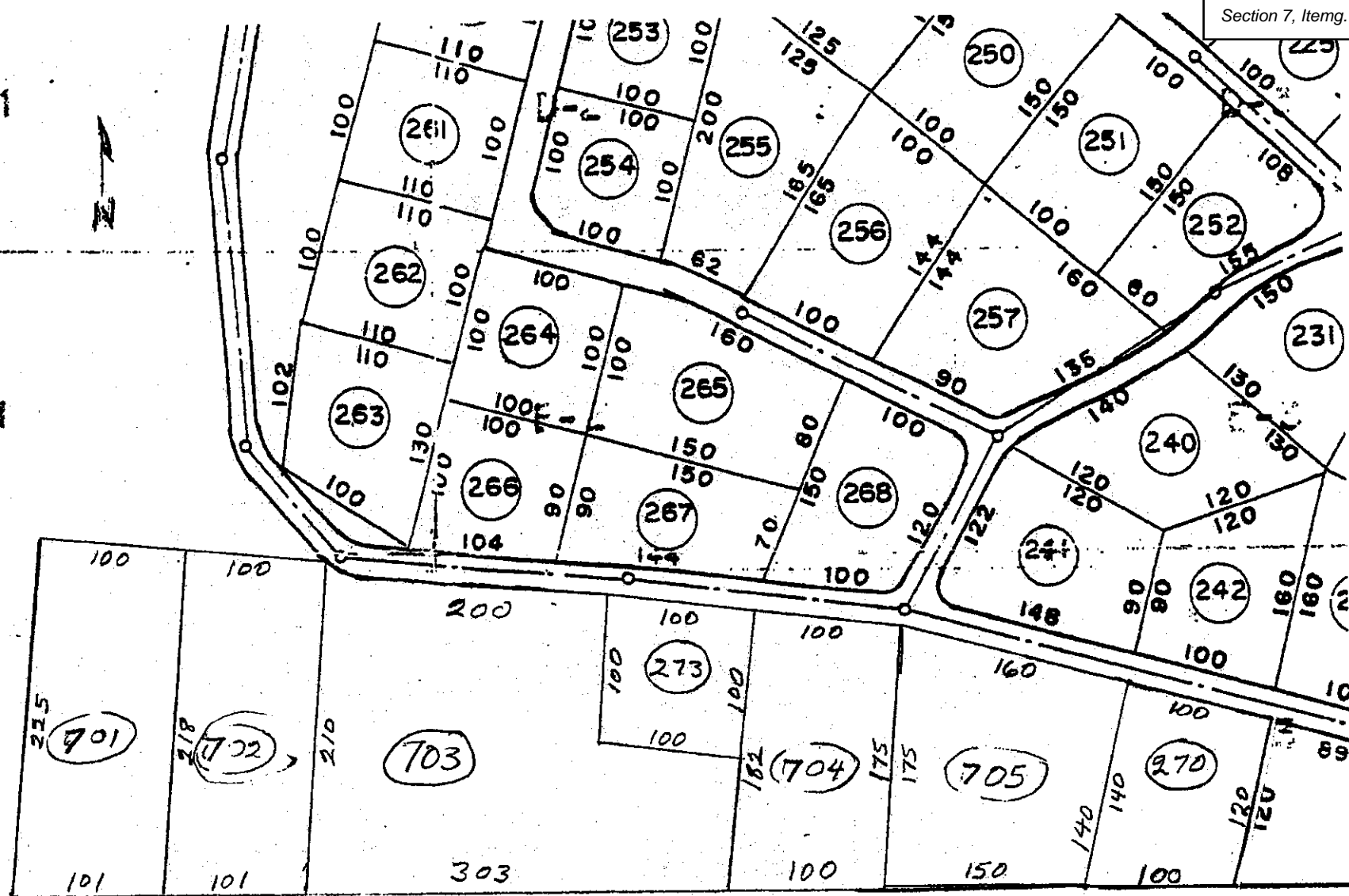




## CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
COUNTY OF LINCOLN

I, Ivan L. Call of Afton, Wyoming hereby certify that this area  
subdivision plot was made from notes taken during an actual



When Recorded Return to:

EDWARDS LAW OFFICE, P.C.  
PO Box 5345  
Etna, WY 83118

Mail Tax Notices to:

William and Kathleen Jenkinson  
P.O. Box 3190  
Alpine, WY 83128

**1010733** 8/3/2020 11:50 AM  
LINCOLN COUNTY FEES: \$45.00 PAGE 1 OF 12  
**BOOK: 984 PAGE: 162 DEED, WD**  
APRIL BRUNSKI, LINCOLN COUNTY CLERK



## WARRANTY DEED

William R. Jenkinson and Kathleen P. Jenkinson, Husband and Wife as tenants by the entireties, Grantors, whose address is 703 Sunset Drive, Alpine, Wyoming, for and in consideration of ten dollars (\$10) in hand paid, the trust created, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to William R. Jenkinson and Kathleen P. Jenkinson, Trustees of the William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust dated July 9, 2020, and any amendments thereto, Grantees, whose address is 703 Sunset Drive, Alpine, Wyoming, the following described real estate situate in the County of Lincoln, State of Wyoming and legally described as:

**THAT PROPERTY DESCRIBED ON THE ATTACHED WARRANTY DEED AS EXHIBIT A, RECORDED ON JUNE 6, 1994 AS DOCUMENT NO. 784312, IN BOOK 352PR ON PAGE 15, KNOWN THEN AS LOT 274, LAKE VIEW ESTATES, INCORPORATED TRACT (A); AND THAT PROPERTY DESCRIBED ON THE ATTACHED WARRANTY DEED AS EXHIBIT B, RECORDED ON JUNE 29, 1994 AS DOCUMENT NO. 785791, IN BOOK 353PR ON PAGE 388, KNOWN THEN AS LOT 275, LAKEVIEW ESTATES; AND THAT PROPERTY DESCRIBED ON THE ATTACHED WARRANTY DEED AS EXHIBIT C, RECORDED ON JUNE 2, 1992 AS DOCUMENT NO. 749225, IN BOOK 311PR ON PAGE 1, KNOWN THEN AS LOTS 278 AND 279, LAKEVIEW ESTATES SUBDIVISION; AND THAT PROPERTY DESCRIBED ON THE ATTACHED WARRANTY DEED AS EXHIBIT D, RECORDED ON MAY 19, 1995 AS DOCUMENT NO. 802336, IN BOOK 368PR ON PAGE 338, KNOWN THEN AS LOT 280,**

Warranty Deed  
William R. Jenkinson and Kathleen P. Jenkinson Alpine Property Lot 703

LAKE VIEW ESTATES, TRACT (A); ALL SAID EXHIBITS RECORDED IN THE LINCOLN COUNTY CLERK'S OFFICE, KEMMERER, WYOMING.  
THIS PROPERTY WAS ORIGINALLY KNOWN AS LOTS 274, 275, 278, 279, AND 280 OF LAKEVIEW ESTATES SUBDIVSION, IN THE TOWN OF ALPINE, RENAMED LOT NUMBER 703, ON APRIL 16, 1996, BY RESOLUTION NO. 1-04-16-96, BY THE TOWN OF ALPINE, SEE ATTACHED EXHIBIT E.

Situated in the County of Lincoln, State of Wyoming, and the said Grantors hereby covenant with the said Grantees that Grantors are lawfully seized of said premises; that they are free from encumbrances; and Grantors warrant the title thereto against the lawful claims of all persons whomsoever, except: restrictions, reservations, easements, and encumbrances of record.

Hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of this state, and Grantors hereby reserving and incorporating all rights pursuant to W.S. 4-10-402(c)(d), or any similar provision.

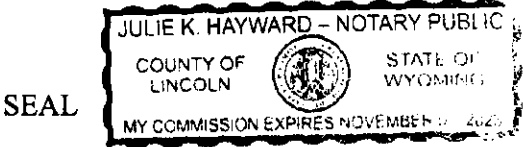
DATED: this 27 day of July, 2020.

William R. Jenkinson  
William R. Jenkinson

Kathleen P. Jenkinson  
Kathleen P. Jenkinson

STATE OF WYOMING )  
 ) SS  
COUNTY OF LINCOLN )

The foregoing instrument was acknowledged before me a Notarial Officer, by William R. Jenkinson and Kathleen P. Jenkinson, Husband and Wife, this 27 day of July, 2020. Witness my hand and official seal.



Julie K. Hayward  
Notary Public

My commission expires: 11/11/2023  
Warranty Deed

William R. Jenkinson and Kathleen P. Jenkinson Alpine Property Lot 703



# WARRANTY DEED

15

DAVID B. OHLER and PRISCILLA L. OHLER, husband and wife

grantor S of Alpine, County of Lincoln, State of Wyoming, hereby  
CONVEY and WARRANT to

WILLIAM R. JENKINSON and KATHLEEN P. JENKINSON, husband and wife,  
as tenants by the entirety

grantee S of 620 Maiden Street, Thermopolis, WY 82443  
for the sum of Ten dollars and other good and valuable consideration-----  
the following described tract of land in Lincoln County, State of Wyoming,  
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot No. 274, Lake View Estates, Incorporated Tract (A), a subdivision of the  
S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 29, Township 37 North, Range 118 West of the 6th  
P.M., Lincoln County, Wyoming.

\$6.00

June 6, 1994

9a

352PR

15

784312

Subject to reservations and restrictions contained in the United States Patent  
and to easements and rights-of-way of record or in use.

Together with all improvements and appurtenances thereon.

WITNESS the hand of said grantor this 25th day of



WITNESS, the hand of said grantor , this 25th day of May A.D. 19 94

Signed in the presence of

David B. Ohler

Priscilla L. Ohler

STATE OF WYOMING

ss.

County of Hotchkiss

On the 25th day of May

A.D. 1994 personally appeared before me

David B. Ohler & Priscilla L. Ohler

the signer S of the within instrument, who duly  
acknowledged to me that they executed the same.

[Signature]  
Notary Public

Commission expires: July 7, 1995

Residing in Hotchkiss, Wyoming 82443

RECORDING DATA

Entry No.

Fee \$

RECORDED ☐

INDEXED ☐

PLATTED ☐

ABSTRACTED ☐

COMPARED ☐

DELIVERED ☐

The Land Title Company

WILFORD W. GOODWILL and DOROTHY P. GOODWILL, husband and wife

UTAH  
State of ~~Wyoming~~, hereby

for the sum of Ten dollars and other good and valuable consideration-----  
the following described tract of land in Lincoln County, State of Wyoming,  
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Together with all improvements and appurtenances thereon.

A.D. 1994

Dorothy P. Goodwill

SS.

County of \_\_\_\_\_

On the

day of

A.D. 1994 personally appeared before me

Entry No.

### RECORDING DATA

**Fee \$**

RECORDED

PLATTED

INDEXED

## ABSTRACTED

WITNESS, the hand of said grantor , this

23<sup>rd</sup>

day of

June

A.D. 1994

Signed in the presence of

Wilford W. Goodwill

Dorothy P. Goodwill

STATE OF UTAH

ss.

County of Salt Lake

On the

23<sup>rd</sup>

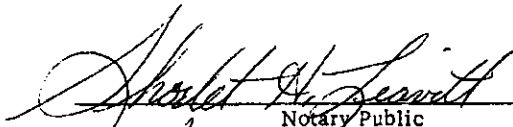
day of

June

A.D. 1994 personally appeared before me

Wilford W. Goodwill &amp; Dorothy P. Goodwill

the signer S of the within instrument, who duly acknowledged to me that t he y executed the same.



Notary Public

Commission expires: 4/14/1995

Residing in Salt Lake County

## RECORDING DATA

Entry No.

Fee \$

RECORDED ☒INDEXED ☐PLATTED ☐ABSTRACTED ☒COMPARED ☐DELIVERED ☐

NOTARY PUBLIC  
SHORLET H. LEAVITT  
9500 So. 500 West #10  
Sandy, UT 84070  
COMMISSION EXPIRES  
NOV. 14, 1995  
STATE OF UTAH

The Land Title Company

\$6.00

RECORDED	June 2, 1992	AT 9A
IN BOOK 311PR	PAGE 1	FILED
749225		

## WARRANTY DEED

Loren E. Morey and W. Jean Morey, husband and wife, GRANTORS;  
 of Lincoln County, State of Wyoming for and in consideration of TEN  
 DOLLARS (\$10.00) and other good and valuable consideration, in hand  
 paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT  
 to William R. Jenkinson and Kathleen P. Jenkinson, husband and wife  
 as tenants by the entireties, GRANTEES, whose address is P.O. Box  
 190, Alpine, Wyoming 83128, the following described real estate,  
 situate in the County of Lincoln, State of Wyoming, hereby waiving  
 and releasing all rights under and by virtue of the homestead  
 exemption laws of the State of Wyoming, to-wit:

Lots 278, and 279 of Lakeview Estates Subdivision,  
 Lincoln County, Wyoming, Lake View  
 Estates Subdivision, described as follows: Part of the  
 Southwest Quarter of the Southeast Quarter of Section  
 29, Township 37 North, Range 118W, Beginning at the  
 Northeast corner of Lot 278 Lakeview Estates and  
 running thence S83°15'E, 95 feet to the Southeast  
 Corner of Lot 272; thence S8°45'W, 80 feet to a point  
 on the South line of Section 29; thence West along the  
 said South line of Section 29, a distance of 100 feet;  
 thence N6°45'E, 90 feet, more or less to the point of  
 beginning. ALSO that tract of land commencing North  
 90°00' West, 1675 feet from the Southeast Corner of  
 Section 29, Township 37 North, Range 118 West, 6th  
 P.M., Wyoming, the point of beginning; thence North  
 90°00' West, 140 feet; thence North 8°45' East, 80  
 feet; thence South 75°00' East, 145 feet; thence South  
 15°00' West 40 feet to the point of beginning.

Together with and including all improvements thereon and  
 all appurtenances and hereditaments thereunto belonging.  
 Subject to all covenants, conditions, restrictions,  
 easements, reservations, rights and rights-of-way of  
 sight and/or record.

WITNESS our hands this 27<sup>th</sup> day of May, 1992.

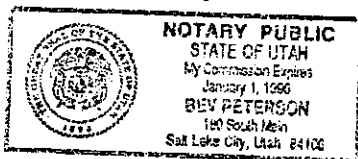
Loren E. Morey  
 Loren E. Morey

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF LINCOLN )

W. Jean Morey  
 W. Jean Morey

The foregoing instrument was acknowledged before me by Loren  
 E. Morey and W. Jean Morey, husband and wife this 27<sup>th</sup> day of  
 May, 1992.

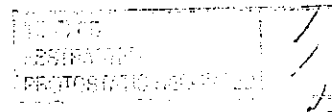
WITNESS my hand and official seal.



Bev Peterson  
 Notary Public



My Commission Expires: Jan. 1, 1996



WARRANTY DEED

JAMES N. ODELL and MARY P. ODELL, husband and wife  
grantor of Blackfoot, County of Bingham, State of Idaho, hereby  
CONVEY and WARRANT to

WILLIAM R. JENKINSON and KATHLEEN P. JENKINSON, husband and wife, as  
tenants by the entireties

grantee of P. O. Box 190, Alpine, WY 83128  
for the sum of Ten dollars and other good and valuable consideration-----  
the following described tract of land in Lincoln County, State of Wyoming,  
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 280 of Lake View Estates, Tract A, recorded December 5, 1961 as  
No. 364997, Lincoln County Records.

Subject to reservations and restrictions contained in the United States Patent  
and to easements and rights-of-way of record or in use.

Together with all improvements and appurtenances thereon.

\$6.00  
Recorded May 19, 1995 at 11:53 AM  
In Book 368 PR Page 338 Lincoln Co, WY  
No. 802336



WITNESS, the hand of said grantor, this 17th day of May, A.D. 19 95

Signed in the presence of

James N. Odell  
Mary P. Odell

STATE OF IDAHO }  
County of Bingham } ss.  
On the 17th day of May  
A.D. 19 95 personally appeared before me

RECORDING DATA  
Entry No. Fee \$  
RECORDED ☐ INDEXED ☐  
PLATTED ☐ ABSTRACTED ☐

WITNESS, the hand of said grantor , this

17<sup>th</sup>

day of

May

A.D. 19 95

Signed in the presence of

James N. Odell

Mary P. Odell

STATE OF IDAHO

County of

Bingham

ss.

On the 17<sup>th</sup> day of May  
A.D. 19 95 personally appeared before me

James N. Odell and Mary P. Odell

the signer(s) of the within instrument, who duly  
acknowledged to me that they executed the same.

NOTARY

PUBLIC

Notary Public

Commission expires: 3/12/99

Residing in Blackfoot

## RECORDING DATA

Entry No.

Fee \$

RECORDED ☐INDEXED ☐PLATTED ☐ABSTRACTED ☐COMPARED ☐DELIVERED ☐

The Land Title Company

A RESOLUTION TO INSURE ACCESS TO THE LAND OWNED BY INDIVIDUALS IN  
THE LAKEVIEW ESTATES SUBDIVISION IN THE TOWN OF ALPINE.

Be it resolved that in the Lakeview Estates Subdivision of the Town of Alpine the land between lots #278 through #282 and the U.S. Forest boundary will become part of the private lots. This is the official disestablishment of a possible road which was not connected to the town road system. (There has been no access to the above mentioned lots.)

Be it further resolved that access be obtained by combining the following lots:

A. Lots #277 and #282 and extend the southern boundary to the Forest. Renumber the new lot #701. Both lots are owned by James and Mary O'Dell.

B. Lots #276 and #281 and extend the southern boundary to the Forest. Renumber the new lot #702. Both lots are owned by James and Mary O'Dell.

C. Lots #274, 275, 278, 279, and 280 and extend the southern boundary to the Forest. Renumber the new lot #703. All lots are owned by Kathleen and William Jenkinson.

D. Move the Northwestern boundary of lot #283 fifty feet East to coincide with the boundary between lots #271 and #272 and extend lot #272 to the forest boundary. Renumber the new lot #704. Both lots are owned by Kathleen and William Jenkinson.

E. Lots #271 and the smaller lot #283. Number the new Lot #705. Both lots are owned by Kathleen and William Jenkinson.

It is therefore resolved that the above changes ensure access to all the land in the area by the individual property owners.

This resolution passed and approved the 16<sup>th</sup> day of April 1996.

SIGNED BY:

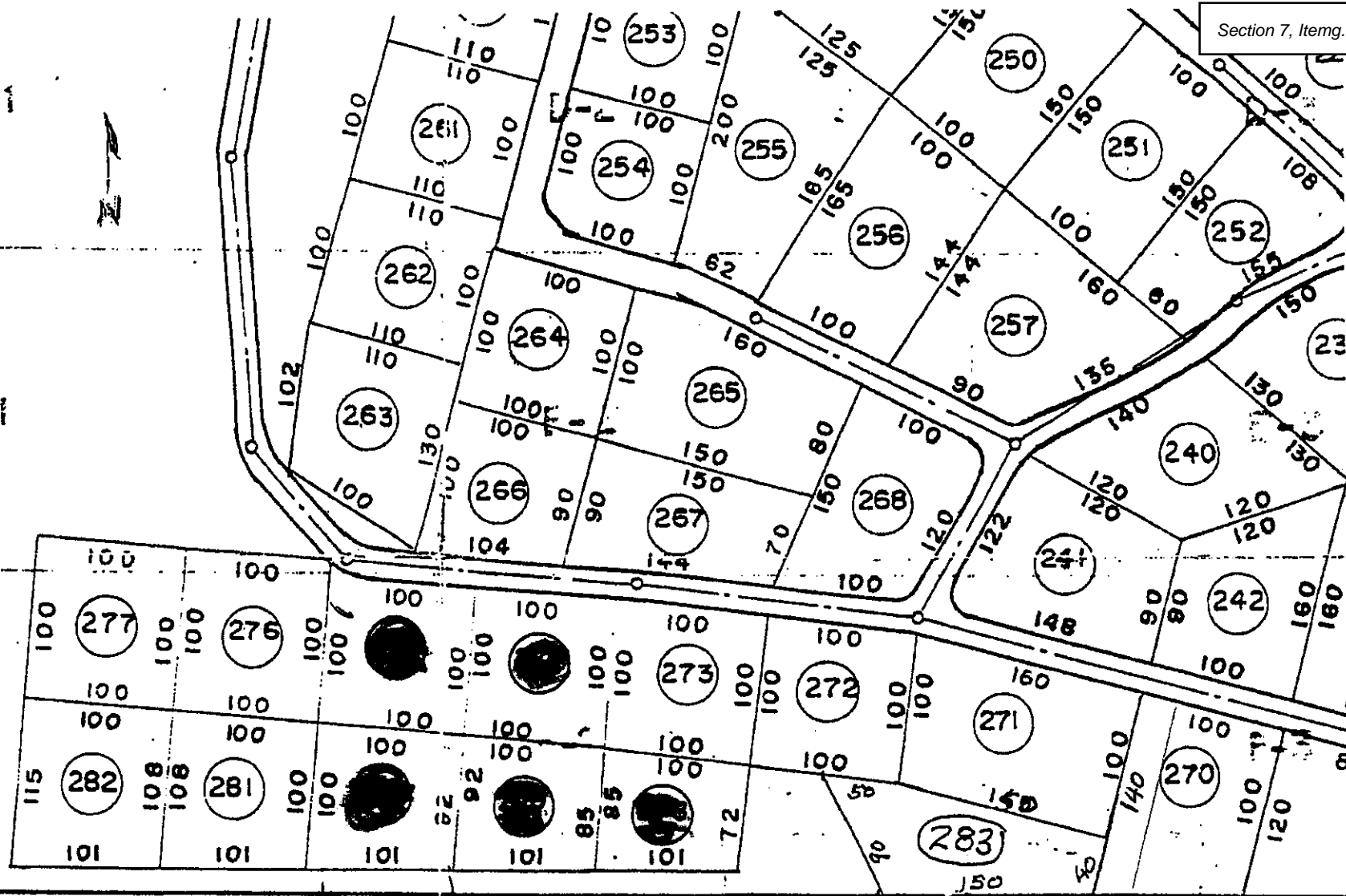
Donn H. Wooden  
DONN H. WOODEN, MAYOR

ATTEST:

William Taylor  
acting clerk



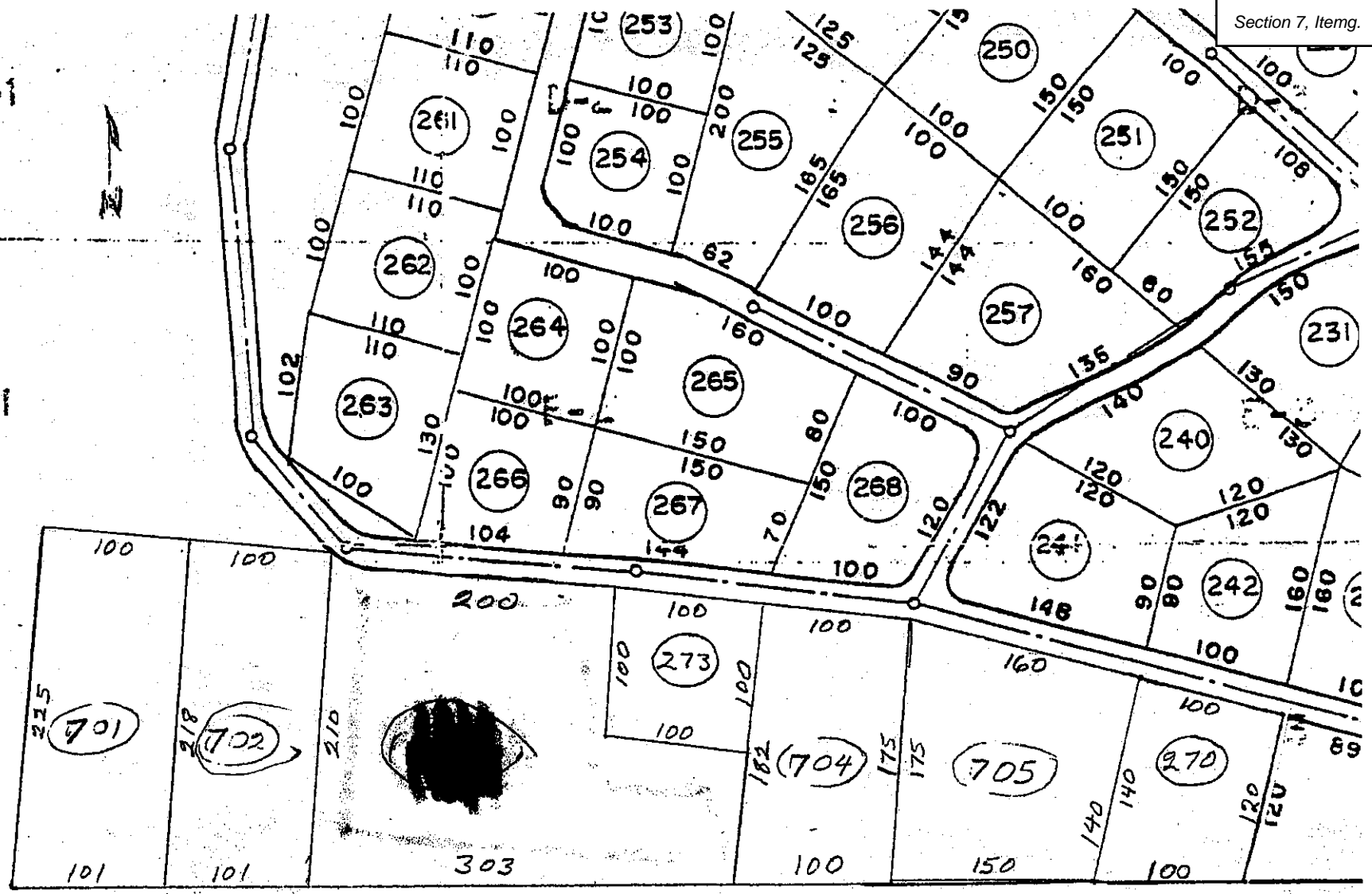




## CERTIFICATE OF SURVEYOR

**STATE OF WYOMING**    **SS**  
**COUNTY OF LINCOLN**

I, Ivan L. Call of Afton, Wyoming hereby certify that this area  
subdivision plot was made from notes taken during an actual





# PLANNING & ZONING COMMISSION

## STAFF REPORT

**Prepared by Planning and Zoning Administrator:** Gina Corson

**Date:** November 17, 2025

**Project:** Minor Subdivision (Lot Combination) – Simple Replat

**Applicant:** Kathleen P. & William R. Jenkinson

**Current Lots:** Lots #3 and #4, Grand Lake Subdivision

**Proposed Lot:** Lot #13, Grand Lake Subdivision, Third Addition

**Location:** 701 & 703 Sunset Drive, Town of Alpine, Lincoln County, Wyoming

**Hearing Date:** December 9, 2025

**Tracking #:** SRP-0925-0001

---

## I. PURPOSE AND REQUEST

The applicants, Kathleen P. and William R. Jenkinson, have submitted a request for a Minor Subdivision (Simple Replat) to combine Lot #3 and Lot #4 of the Grand Lake Subdivision into one larger residential lot, proposed to be known as Lot #13 of the Grand Lake Subdivision, Third Addition.

A home currently exists on the western parcel (Lot #3), identified as 703 Sunset Drive, and will remain the physical address for the combined lot.

---

## II. PROJECT BACKGROUND

### A. Application Materials

According to the surveyor's submittal, the application package includes:

- Replat application form
- Ownership deeds for both lots
- Property owner notification list (500-ft radius)



- Advance plat titled “Grand Lake Third Addition to the Town of Alpine,” dated July 1, 2025

Surveyor Scherb. Letter 701 Sun...

- Filing fee

The public notice was posted on September 24, 2025, and published in the SVI. Due to a holiday, the meeting was cancelled, and a new notification of the meeting (December 9, 2025) was published in the SVI on November 12 and 19, 2025. Simple subdivision regulations do not require a public hearing; however, notice was provided to surrounding property owners as part of the requirements of the Alpine Land Use Development Code.

Public Notice Jenkinson Simple ...

The replat will be forwarded to the Town Council on December 16, 2025, for signature approval if recommended by the Commission.

---

### III. PROPERTY DESCRIPTION

- **Location:** 701 & 703 Sunset Drive
- **Acreage:** Combined  $\pm 1.69$  acres (per surveyor’s letter)
- **Zoning District:** Residential (standard single-family residential use)
- **Existing Development:** One single-family residence on Lot #3

The proposed Lot #13 plat map consolidates the two existing parcels into a single lot and updates the legal description accordingly.

---

### IV. BASIS FOR THE REQUEST

One of the primary reasons for the requested lot combination is the terrain characteristics of Lot #4. The topography of Lot #4 includes slopes and physical land features that make it difficult—if not unsuitable—for the development of a standalone single-family residential structure. By combining the two parcels, the applicant can ensure appropriate lot function, safe access, and compliance with development standards.

This combination is consistent with the intent of the Town’s simple subdivision process, which allows administrative reconfiguration of lots when additional density is not being created.



## V. ANALYSIS

### A. Compliance with Simple Subdivision Requirements

This application meets the following criteria for a simple replat:

1. **No increase in density** – Combining two lots into one reduces the total number of buildable parcels.
2. **No new streets or utility extensions required.**
3. **Sufficient access exists** via Sunset Drive.
4. **Plat prepared by a licensed professional land surveyor** (Scherbel, Ltd.).
5. **Notice provided** to surrounding property owners (500-ft radius), consistent with Town practice.

Public Notice Jenkinson Simple ...

### B. Conformance with Town of Alpine Land Use Development Code (LUDC)

- The resulting lot meets minimum lot size and width requirements for the district.
- Combining lots does not create non-conformity.

## VI. STAFF RECOMMENDATION

Based on the submitted materials, the proposed lot combination, and the analysis contained in this report, Staff recommends APPROVAL of the Minor Subdivision (Simple Replat) for Kathleen P. and William R. Jenkinson to consolidate Lots #3 and #4 into Lot #13, Grand Lake Subdivision, Third Addition, subject to the following condition:

1. Any further modification or development of the combined lot shall comply with all applicable provisions of the Town of Alpine Land Use Development Code, including building permit and utility connection requirements.

## VII. ACTION REQUESTED

The Planning & Zoning Commission may take one of the following actions:



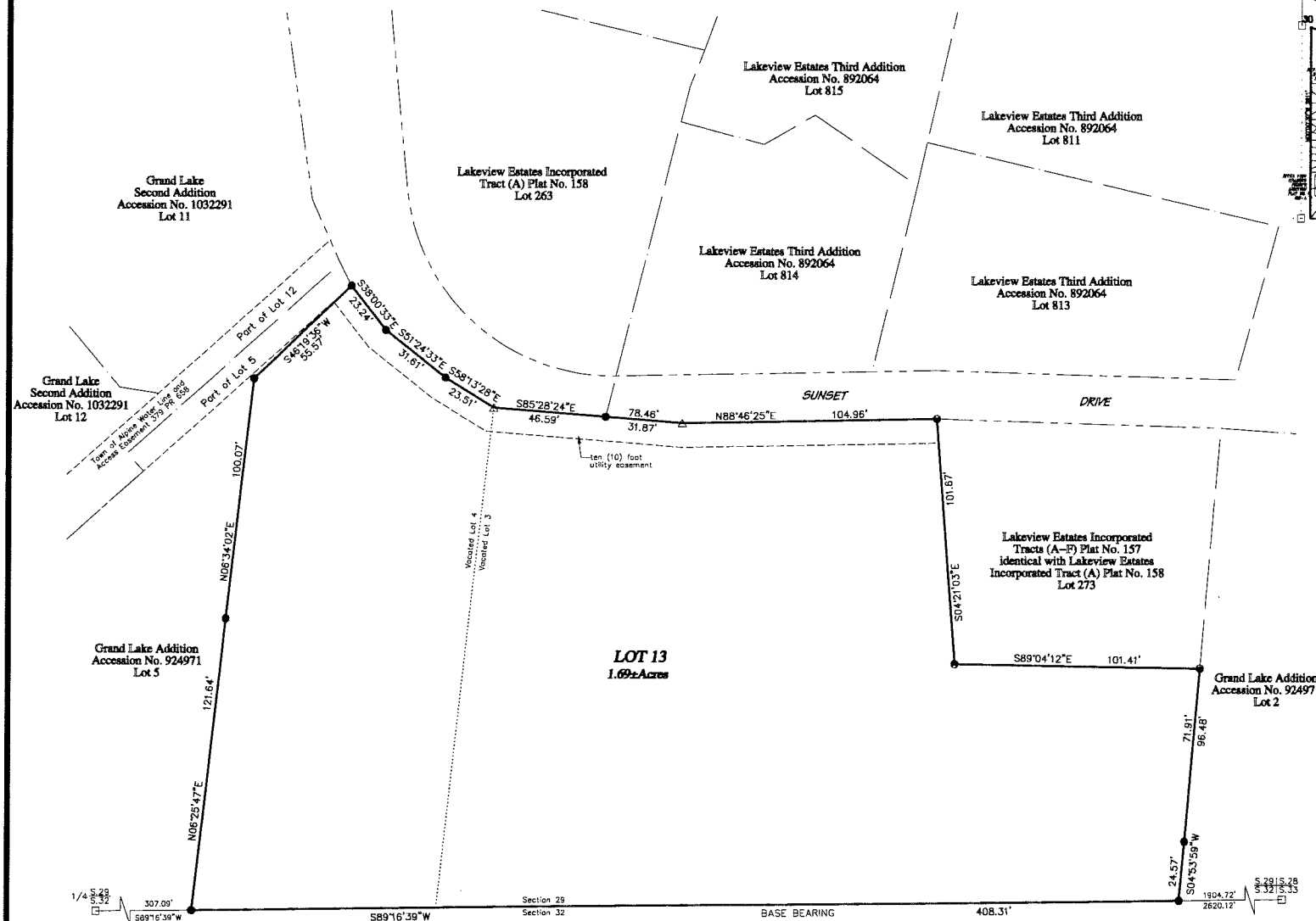
- Recommend Approval
- Recommend Approval with Conditions
- Recommend Denial

The recommended action will be forwarded to the Town Council meeting on December 16, 2025, for signature of plat approval.

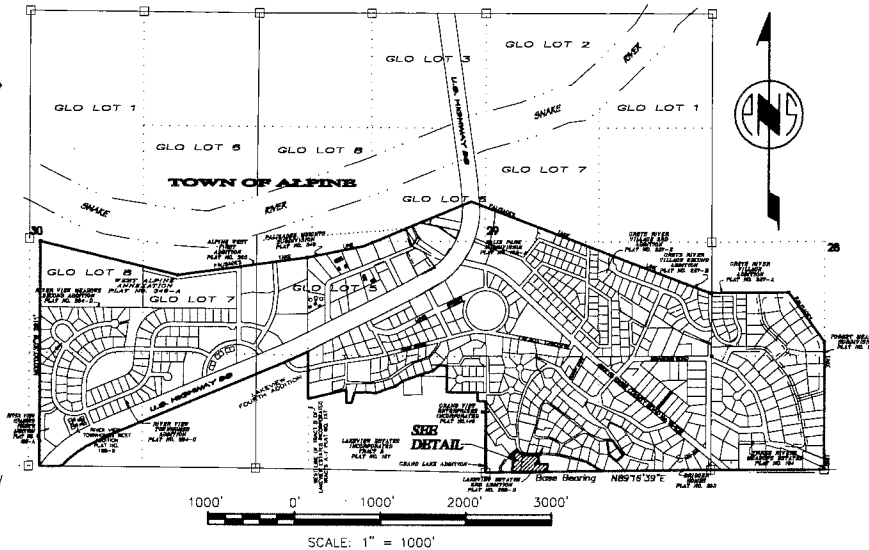
**ATTACHMENTS:**

1. Public Notice
2. Public Notice- Updated
3. Lot #13 Grand Lake Third Addition Plat Map
4. Property Owners Within 500 Feet

# GRAND LAKE THIRD ADDITION



## LOCATION MAP T37N R118W



## CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss.  
COUNTY OF LINCOLN }

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

That the boundary of this Addition is all of Lots 3 and 4 of Grand Lake Addition to the Town of Alpine, of record in said Office with Accession No. 924971;

encompassing an area of 1.69 acres, more or less;

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

that, to the best of my knowledge, it conforms with the municipal code of the Town of Alpine and to all applicable state statutes;

that the error of closure is not greater than one part in five-thousand.



The foregoing instrument was acknowledged before me by Karl F. Scherbel this \_\_\_\_ day of \_\_\_\_ 2025.

Witness my hand and official seal.

Notary Public

My Commission expires: \_\_\_\_\_

## CERTIFICATE OF OWNERS

STATE OF WYOMING } ss.  
COUNTY OF LINCOLN }

The undersigned hereby certify that this platting of Lot 3 and Lot 4 of Grand Lake Addition, within the incorporated limits of the Town of Alpine, Lincoln County, Wyoming, as shown on this plat and more particularly described in the Certificate of Surveyor, is with the free consent and in accordance with the desires of the undersigned owners and proprietors of the described lands;

that the name of the Addition shall be **GRAND LAKE THIRD ADDITION** to the Town of Alpine;

that the undersigned do hereby vacate Lot 3 and Lot 4 of Grand Lake Addition to the Town of Alpine, of record in said Office with Accession No. 924971, in accordance with Section 34-12-108, Wyoming Statutes 2025, as amended, and respectfully request the Clerk of Lincoln County to so mark said plat in accordance with Section 34-12-110;

that the easements shown hereon, identical with a ten (10) foot strip of land along the front of this Addition, as depicted hereon, are hereby granted to the Town of Alpine and to all utility companies, their heirs, successors and assigns, including, but not limited to, Lower Valley Energy and Silver Star Communications for the underground installation and maintenance of all utilities including, but not limited to, water, sewer, power, telephone, cable television, gas, storm water drainage and irrigation facilities appurtenant to this Addition;

that said Addition is subject to easements of record;

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river;

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

William R. Jenkinson and Kathleen P. Jenkinson Revocable Living Trust dated July 9, 2020

Signature obtained by separate Certificate of Owners  
signature to be recorded concurrently herewith

## LEGEND

- Indicates a Corner Record filed in the Office of the Clerk of Lincoln County.
- △ Indicates a 5/8" steel reinforcing rod with aluminum cap inscribed: "LS274" "Ivan L. Call", found.
- Indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD" with details, found.
- ⊙ Indicates an 1/2" iron pipe with a yellow plastic plug inscribed: "PE/LS 998" "Lloyd B. Baker", found.
- Indicates a platted lot line of record.
- - - Indicates a right-of-way line.
- - - Indicates an easement line.

The Basis of Bearing for this survey is the south line of the SE1/4 of Section 29, T37N R119W, Lincoln County, Wyoming, being S89°16'39"W.

Note:

Due to the rounding algorithms of automated computer drafting text, the sum of the parts of total distances may be 0.01' different from the total distance shown.

## OWNERS:

William R. Jenkinson and  
Kathleen P. Jenkinson  
Revocable Living Trust,  
703 Sunset Drive  
Alpine, Wyoming 83128

## SURVEYOR:

Surveyor Scherbel, Ltd.  
P.O. Box 725  
Afton, Wyoming 83110  
(307) 886-9319

## LAND USE TABLE:

Total Number of Lots: 1  
Average Lot Size: 1.69± Acres  
Total Acres: 1.69± Acres  
Zoning: R-1 Single Family Residential

DATE: September 2025

## CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING } ss.  
COUNTY OF LINCOLN }

The foregoing **GRAND LAKE THIRD ADDITION** to the Town of Alpine was approved at the regular meeting of the Alpine Town Council on the \_\_\_\_ day of \_\_\_\_ 2025, in accordance with Sections 15-1-415 and 34-12-102, 103, Wyoming Statutes, 2025, as amended.

Attest: \_\_\_\_\_ Town of Alpine

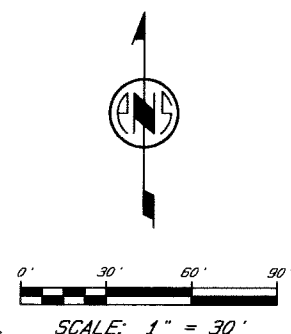
Monica L. Chenault, Clerk

Eric Green, Mayor

## CERTIFICATE OF RECORDATION

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

April Brunsckl, Clerk



**SURVEYOR SCHERBEL, LTD.**  
PROFESSIONAL LAND SURVEYORS

BOX 96 BOX BLVD. PINEY-MARLBOROUGH WYO 83115 TEL 307-876-3047  
BOX 725 AFTON WYO 83110 TEL 307-886-9319 ALPINE WYO 83110 TEL 307-886-9319  
JACKSON WYO TEL 307-233-5903 LAVA ID TEL 208-776-5380 MONTICELLO ID TEL 208-847-2800



7/23/2025-SSLTD review  
REVISED



## Town of Alpine LEGAL NOTICE

### Request for a Simple Replat

#### UPDATED

Notice is hereby given that on September 16, 2025, applicants Kathleen P. and William R. Jenkinson have filed a replat application with the Town of Alpine, requesting a simple subdivision replat of Lots #3 and #4 of the Grand Lake Subdivision to the Town of Alpine, Lincoln County, Wyoming.

The purpose of the replat is to consolidate the identified Lots #3 & #4 into one (1) larger residential lot, to be known as Lot #13 of the Grand Lake Subdivision, Third Addition to the Town of Alpine. The subject properties are located at 701 and 703 Sunset Drive, with an existing home located on the western portion of lot now known as Lot #3, Town of Alpine, Lincoln County, Wyoming; the physical address of the property (home) will remain to be identified as 703 Sunset Drive.

A conceptual map of the replat is attached for review. The Planning and Zoning Administrator and/or Planning & Zoning Commission will take comments on the replat up until Wednesday, October 22, 2025, by 4:00 p.m.

Simple subdivision regulations do not require a public hearing; however, notice is being provided to all property owners located within a five hundred (500) foot radius of the proposed replat. The replat application and an advanced plat will be presented to the Planning and Zoning Commission at their regularly scheduled meeting on December 9<sup>th</sup>, 2025, with recommendations for approval, approval with contingencies or denial of the replat application/map.

If approved, a final plat map will be recommended for the authorized signature by the Mayor and Town Council at their December 16<sup>th</sup>, 2025, Town Council Meeting. Contact the Alpine Town Hall Office at (307) 654-7757, extension #4 for additional information and/or to submit your comments.

#### **Written comments can be submitted to:**

Gina Corson, Planning and Zoning Administrator

Town of Alpine

PO Box 3070 - Alpine, WY 83128





## Town of Alpine LEGAL NOTICE

Email Address: planning @alpinewy.gov

Please Publish in the Legal Section of the Star Valley Independent

on: **November 12<sup>th</sup>, 2025 and November 19<sup>th</sup>, 2025**

PLEASE BILL DIRECTLY TO:

Town of Alpine  
PO Box 3070  
Afton, WY 83128

PLEASE SEND PROOF OF PUBLICATION TO:

Town of Alpine  
PO Box 3070  
Alpine, WY 83128

DATE POSTED: September 17th, 2025

LOCATION: Town of Alpine Town Hall, Town Website, Alpine Post Office, and SVI Newspaper

TRACKING #: SRP-0925-0001

# NEIGHBORS WITHIN 500 FT OF GRAND LAKE THIRD ADDITION

Information pulled from current LCWY GIS as of 23 JULY 2025

Steve Turley 1480 S State Street Provo, UT 84606	Robert & Patricia Moss, Trustees 1685 W 1400 N Provo, UT 84604	Leslie & Nannette Watson 2933 Jamestown Drive Montgomery, AL 36111
Grant & Erma Busenbark, Trustees Grandview Enterprises 1106 E 425 N Ogden, UT 84404	Riley Taylor & Kyle Hovorka PO Box 2867 Alpine, WY 83128	Tia & Trevor Johnson PO Box 4001 Alpine, WY 83128
Bojan & Cathy Mitkovski PO Box 3050 Alpine, WY 83128	Ken Baxter, Trustee PO Box 276 Spring City, UT 84662	638 MTN LLC PO Box 3787 Alpine, WY 83128
Jon Moss 1515 Riverside Avenue Provo, UT 84604	Annette Peterson, Trustee PO Box 680755 Park City, UT 84068	Michael Knudsen Guillermo Olaiz 1511 Bank Street #A South Pasadena, CA 91030
Robinson Family Living Trust 3695 Lake Creek Drive Wilson, WY 83014	Darla & David Stephens PO Box 3710 Alpine, WY 83128	Built Upon the Rock, LLC PO Box 2999 Alpine, WY 83128
Jeffry Brodie, Trustee Shelly Williams, Trustee PO Box 4572 Jackson, WY 83001	Jeana Haarman General Delivery Alpine, WY 83128	Alpine Cabins, LLC 17 N State St Lindon, UT 84042
Bradley & Gwen Harms PO Box 7855 Jackson, WY 83002	David & Lori Willson 563 Marigold Drive Franklin, TN 37604	David & Maurene Gustafson PO Box 3592 Alpine, WY 83128
Brett Williamson, Trustee Stephanie Leung, Trustee 2314 W Main Street Houston, TX 77098	Bob Penny PO Box 3182 Alpine, WY 83128	Leon & Kathryn Kjellgren, Tees PO Box 3452 Alpine, WY 83128
Niki & Jeremiah Milleson, Trustees PO Box 3715 Alpine, WY 83128	Casey Corbett 114 Canal Street Marshfield, MA 02050	Emily & Benjamin Burke 653 Abita Lane Foley, AL 36535

**NEIGHBORS WITHIN 500 FT OF GRAND LAKE THIRD ADDITION****Information pulled from current LCWY GIS as of 23 JULY 2025**

Lynn Jaudes, Trustee  
25 Lake Forest Drive  
St. Louis, MO 63117

Jeffrey & Angela Elwell, Trustees  
5824 S Longfellow  
Murray, UT 84107

Lori Lee  
18240 Midway RD #1701  
Dallas, TX 75287

Joe & Shirlee Deromedis  
PO Box 3426  
Alpine, WY 83128

Tetiana & David Robinson  
PO Box 11131  
Jackson, WY 83002

Douglas & Cathryn Stuns, Trustees  
6279 E Wilshire Dr  
Scottsdale, AZ 85255

State of Wyoming Game & Fish  
5400 Bishop Boulevard  
Cheyenne, WY 82002

SI/S  
llig

Section 7, Itemg.
-------------------

Montpd,cr. ID  
Direct to Anon Ollicc  
208-87-2800 & 1-a,

Utah Council on Land and Natural Resources  
 (Jointly with the Association of Professional Land Surveyors)

The applicant is requesting to combine the lots currently known as Lot 3 and Lot 4 of Grand Lake Addition to the Town of Alpine into a single lot. The property is located on Sunset Drive. The property is located within the incorporated boundary of the Town of Alpine. The property is approximately 1.69± acres.

Please consider this letter as a request for review and approval of the final plat to be presented to the Alpine Planning and Zoning Board and the Alpine Town Council at their next available meetings.

If you have any questions, please contact me.

Sincerely,

**SRRSCHERBEL, LTD.**

Jennifer Gunter

enclosures

cc: William Jenkinson (email)



October 30, 2025  
*Updated December 11, 2025*  
*(Updates shown in italics)*

Monica Chenault, Town Clerk and Treasurer  
Town of Alpine  
PO Box 3070  
Alpine, WY 83128

RE: Alpine Pretreatment Facility Design Assessment

Dear Ms. Chenault:

JVA, Inc (JVA) is pleased to provide this letter agreement for a third party engineering assessment of the Town of Alpine's (Town) Pretreatment Facility. The Town requested JVA to assess the recently commissioned Pretreatment Facility specific to potential design flaws related to the pretreatment *aeration and membrane bioreactor (MBR) systems*, MBR permeate discharge, and solids dewatering pressate return to equalization (EQ) basin.

The Town has been unable to operate the pretreatment facility in accordance with the design intent of discharging MBR pretreated permeate to the Town's WWTF ultraviolet (UV) disinfection system. The Pretreatment Facility was designed and constructed for pretreating Melvin Brewery wastewater to meet a permeate water quality adequate for direct discharge to Town's WWTF UV disinfection.

The waste solids produced from the pretreatment MBR process are combined Town's MBR treatment waste solids for aerobic digestion and thickening prior to the dewatering system which consists of a screw press process. During operation of the screw press the pressate discharge is directed to the pretreatment EQ basin which also received wastewater from Melvin. The combination of the two sources hydraulically overloads the EQ basin and pumps exceeding the capacity of pretreatment system.

*The Town reported that the pretreatment aeration tank (AT) and MBR systems have been unable to achieve and sustain their design dissolved oxygen (DO) levels when treating Melvin wastewater. To compensate, both the duty and standby blowers for the AT and MBR must run at full capacity, yet the systems still cannot maintain the required DO concentrations.*

*Collectively, these three issues have compelled operations staff to spend extra hours to properly operate and maintain the pretreatment facility in accordance with its design objectives.*

JVA has developed a scope outlined below based on the narrative above and recent correspondence with the Town.

## SCOPE OF WORK

1. Kickoff meeting with Town staff. JVA will coordinate with the Town to have a virtual kickoff meeting to discuss project objectives and schedule. JVA will prepare meeting notes for distribution along with a work plan for distribution. *Estimated hours for this task: 6 hours*



2. JVA will assess the Pretreatment Facility MBR permeate discharge point to determine the design flaws and reasons why the system is not working. *Estimated hours for this task: 6 hours*
3. JVA will develop potential design solutions for correcting the permeate discharge as per the original design intent. JVA will prepare pdf design sketches and keyed notes for the selected solution. *Estimated hours for this task: 8 hours*
4. JVA will access the screw press pressate discharge to the EQ basin to determine the design flaws and reasons why the system is not working as designed. *Estimated hours for this task: 6 hours*
5. JVA will develop potential design solutions for correcting the permeate discharge as per the original design intent. JVA will prepare pdf design sketches and keyed notes for the selected solution. *Estimated hours for this task: 8 hours*
6. *JVA will evaluate the AT and MBR systems as to why the aeration systems are unable to meet the required DO concentrations while processing Melvin wastewater. Estimated hours for this task: 10 hours*
7. *JVA will identify and develop design solutions and corrective measures to enhance the aeration systems' ability to reach and maintain the desired DO concentrations during active treatment. Schematics and conceptual sketches will be prepared to depict the modifications necessary to support effective biological treatment. Estimated hours for this task: 10 hours*
8. JVA will prepare a design assessment technical memorandum summarizing the design flaws along with the recommended improvements to mitigate the flaw. Estimated construction costs for the improvements will be provided. *Estimated hours for this task: 17 hours*
9. JVA will schedule a virtual meeting with the Town to discuss the recommended improvements to the Pretreatment Facility MBR permeate discharge, screw press pressate discharge to the EQ basin, *and the AT and MBR aeration systems*. JVA will update the design sketches and notes accordingly. *Estimated hours for this task: 9 hours*

## ASSUMPTIONS MADE FOR PROJECT SCOPE

1. Site visits to the Alpine WWTF and Pretreatment Facility are not included in the scope. If necessary, JVA can make a site visit to review existing conditions and / or post improvement conditions and meet with operation staff.
2. JVA will utilize the existing Alpine WWTF record drawings and the Cambrian (manufacturer of the Pretreatment Facility MBR) design drawings.
3. *The Town will provide the full MBR submittals and O&M manuals that include the AT blowers, MBR blowers, tank geometry, diffusers and grid arrangement, and process design parameters, assumptions, and calculations.*
4. JVA will work with operation staff for data and correspondence needs such as photos, videos, and TEAMS calls with operation staff.
5. Electrical and controls improvements are not anticipated and therefore not included in the scope.
6. The Town will work with the Snake River MEP for final construction costs and implementation of the recommended improvements

## PROJECT FEE AND SCHEDULE

The estimated fee is based on the scope of work tasks detailed above and the project assumptions. The estimated fee for the work is **\$14,700** and billed monthly on a time and materials basis.

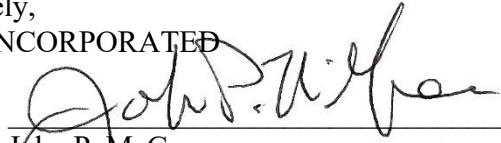


Reimbursables (if any) will be billed separately and not included in the estimated fee. JVA will not exceed this amount without prior authorization from the Town. JVA anticipates the work to be completed within four weeks from notice to proceed. Attached to this letter agreement is our standard conditions for your review.

If acceptable, please sign below for authorization to proceed. Thank you for selecting JVA to assist the Town in this critical project.

Sincerely,  
JVA, INCORPORATED

By:

  
\_\_\_\_\_  
John P. McGee  
Principal

Accepted By:  
TOWN OF ALPINE

By: \_\_\_\_\_  
Town of Alpine

Date: \_\_\_\_\_

Enclosure: JVA Standard Conditions



**JVA, INC.**  
**STANDARD TERMS AND CONDITIONS FOR**  
**ENGINEERING SERVICES**

These Standard Conditions are attached to and made a part of the preceding Letter Agreement between the stated Town of Alpine, WY (CLIENT) and JVA, Inc. (JVA). Any specific provision of the Letter Agreement which conflicts with provisions of these Standard Conditions supersedes the conflicting provisions of these Standard Conditions.

**SECTION 1 - BASIC SERVICES OF JVA**

**1.1 Scope of Services**

JVA shall perform professional services as set forth in JVA's Proposal and Letter Agreement.

**1.2 Copies of Documents**

Unless specifically provided for in the Letter Agreement, JVA shall furnish one reproducible set of instruments of services, as appropriate, at the end of each project phase. Additional copies will be supplied at JVA's costs of printing and distribution, plus a reasonable profit.

**1.3 Construction Phase**

If the project includes a Construction Phase, JVA shall perform the professional services stated in the Letter Agreement, *subject to the following* Terms and Conditions:

1.3.1. JVA shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of contractor's work. JVA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). JVA shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

1.3.2. Insofar as jobsite safety is concerned, JVA is responsible solely for its employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of JVA, nor presence of JVA or its employees and subcontractors, shall be construed to imply JVA has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CLIENT agrees that the construction Contractor(s) is solely responsible for jobsite safety, and this intent shall be made evident in CLIENT's agreement with the construction Contractor(s).

1.3.3. CLIENT acknowledges that JVA will not be a party to any construction contract and that all authority and responsibility to reject work or stop work is Owners as a party to the construction contracts. JVA shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an interpreter of the Contract Documents.

1.3.4. By approving a Contractor's pay applications or other requests for payment, JVA will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by JVA to check the quality or quantity of the work or to review the associated means, methods, sequences, techniques or procedures of construction or safety precautions or programs. JVA has made no examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances. By recommending payments to others, JVA does not imply that others have completed their work in accordance with the Contract Documents.

1.3.5. JVA shall be entitled to rely on information provided by each Contractor. Any services requested of JVA as the result of questions regarding the Contractor's work shall be compensated as an Additional Service.

1.3.6. JVA shall not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except JVA's own employees' and agents' negligent acts or omissions) at the site or otherwise performing any of the Contractor(s)' work.

1.3.7. CLIENT acknowledges that JVA has exercised its professional judgment in preparing instruments of service, and that JVA does not warrant a specific result by virtue of preparing said instruments. The instruments of service are not warranted to be free of error or omission, and situations may arise during the construction of the Project when interpretations or corrections to the instruments of service will be required.

JVA cannot sign any certification, no matter by whom requested, that would result in JVA certifying the existence of conditions whose existence JVA has not verified.

#### **1.4 Delay**

The duties and responsibilities of JVA are expressly conditioned upon the expectation that the project will proceed expeditiously. Delay of project completion for reasons beyond JVA's control may result in Additional Services, which shall be compensated as provided in Section 2.

### **SECTION 2 - ADDITIONAL SERVICES OF JVA**

2.1 If authorized by CLIENT, JVA shall furnish or obtain from others Additional Services which are outlined but not included in the Letter Agreement; these will be paid for by CLIENT as provided in Section 5.

2.2 Where maximum or "not-to-exceed" fee amounts are identified in the Letter Agreement, Payments for Additional Services and Reimbursable Expenses associated with the Basic and Additional Services shall not be subject to the maximum payment amounts unless expressly included, but Additional Services may be subject to a separate maximum payment amount, negotiated at the time JVA is directed by CLIENT to provide such Additional Services.

### **SECTION 3 - CLIENT'S RESPONSIBILITIES**

CLIENT shall:

3.1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and any budgetary limitations; all available information pertinent to the Project including previous reports and other data relative to design or construction of the Project; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Furnish to JVA, as necessary for performance of JVA's Basic Services, data prepared by or services of others, including without limitation, field control surveys with reference points and base lines, property, boundary, easement, right-of-way, topographic, and utility surveys; geotechnical reports and data, including all borings, laboratory test results, , hydrographic surveys, and all available interpretations of the foregoing; all available data describing existing facilities; zoning, deed and other land use restrictions;. CLIENT shall provide drawings to reasonable scale with data sufficient to allow JVA to understand and analyze the project.

3.3. Provide access to and make provisions for JVA to enter upon public and private property as required for JVA to perform its services.

3.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by JVA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JVA; Give prompt written notice to JVA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of JVA's services.

3.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project; Provide all advertisements, notices, postings required by law or customary usage including, but not limited to, those required by regulatory or other governmental bodies, solicitations, invitations or advertisements for bid, offer or proposal, and advertisement

pursuant to project close out, or notification of potential lienholders or claimants; Include in any construction contracts entered into as a part of this project, any and all clauses, terms, conditions or provisions necessary to give this Letter Agreement full force and effect.

#### **SECTION 4 - PERIOD OF SERVICE**

4.1. JVA will perform its professional services in a timely manner consistent with customary professional practices. If CLIENT has requested, or the construction process results in, significant modification or changes in the scope of the Project, the time of performance of JVA's services and its various rates of compensation shall be adjusted appropriately.

4.2. If JVA's performance of services is delayed for more than 90 calendar days for reasons beyond JVA's control, JVA shall on written request to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond JVA's control, or if JVA for any reasons is required to render services more than one year after JVA's proposed date of completion of services, JVA's rates of compensation provided for elsewhere in this Agreement shall be equitably adjusted.

#### **SECTION 5 - PAYMENTS TO JVA**

##### **5.1 Methods of Payment for Services and Expenses of JVA**

5.1.1. CLIENT shall pay JVA for Basic Services and Additional Services an amount based on the Letter Agreement amounts or JVA's Regular Hourly Rates of the personnel assigned to the Project, plus Reimbursable Expenses at actual cost, times a factor of 1.10. 5.1.2. Cost of Service: Billings will be based on the percentage of services performed, plus Reimbursable Expenses incurred, according to the JVA's current rate schedule, unless noted in the Letter Agreement.

##### **5.2 Times of Payment**

5.2.1. JVA shall, prior to the last week of each month, submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to JVA's monthly invoices. Payment is due 30 days from the date of the receipt of invoice.

##### **5.3 Other Provisions Concerning Payments**

5.3.1. If CLIENT fails to make payments by the due date, the amounts due JVA shall include a late charge at 1.5% per month from said due date; and, in addition, JVA may, after giving seven calendar days' written notice to CLIENT, suspend services under the Letter Agreement until it has been paid in full.

5.3.2. This Agreement may be terminated upon the CLIENT's written notification of termination of his agreement with the Owner, or upon fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. If terminated due to the fault of others, JVA shall be paid for services and reimbursable costs incurred.

##### **5.4 Definitions**

5.4.1. Regular Hourly Rates includes salaries or wages paid as well as indirect costs and fringe benefits, general overhead, and profit, for all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks and Administrative personnel.

5.4.2. Reimbursable Expenses means the actual expense incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representative and their assistants; reproduction of reports, Drawings, Specifications; the cost of insurance endorsements procured specifically for the Project, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by CLIENT,

overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amounts paid by JVA to special consultants employed by JVA for such consultants' services and Reimbursable Expenses and shall also include expenses incurred for appropriate charge for previously established computer programs, computer usage, computer aided drafting machine usage, and expenses of photographic production techniques.

## **SECTION 6 - OPINIONS OF COST**

### **6.1 Opinions of Probable Cost**

6.1.1. JVA has no control over the cost of labor, materials, equipment or services furnished by others, Contractor(s)' methods of determining prices, or market conditions. Any opinions of probable Cost provided by JVA are made on the basis of its experience and represent its judgment as a professional engineer. JVA cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary from opinions of probable cost.

## **SECTION 7 - STANDARD CONSIDERATIONS**

### **7.1 Termination**

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.2 Instruments of Service**

All documents, including Reports, Drawings, Specifications, field data, field notes, laboratory test data, calculations, estimating and other similar documents, in any form whatsoever, prepared by JVA, are Instruments of Service, and not products, and remain the intellectual property of JVA. Instruments of Service include reproducible originals, copies, handwritten materials, electronic computer media files of all kinds. They are not intended or represented to be suitable for reuse by CLIENT or others on any other project. JVA grants CLIENT an revocable license to CLIENT to use and reproduce any instruments of service as required for the project, and will provide CLIENT with electronic drawing files in AutoCAD for record purposes. Any reuse of these instruments not for the specific purpose intended, and any errors introduced by CLIENT's reproduction or interpretation of Instruments of Service from one form to another will be at CLIENT's sole risk and without liability or legal exposure to JVA. CLIENT shall indemnify and hold harmless JVA from all claims arising out of or resulting therefrom.

### **7.3. Controlling Law**

This Agreement is to be governed by the law of the State of Colorado, and jurisdiction and venue shall be in the Colorado District Courts.

### **7.4. Standard of Care**

7.4.1. JVA will exercise its professional judgment in performing services under this Agreement. Services performed by JVA will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CLIENT recognizes that JVA does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

7.4.2. CLIENT acknowledges that JVA is a corporation and agrees that any claim made by CLIENT arising out of any act or omission of any director, officer or employee of JVA in the execution or performance of this Agreement, shall be made against JVA, Inc. and not against past or present director, officer or employee thereof.

7.4.3. Design and construction techniques are continually evolving. The codes, and regulations imposed by various government entities relative to design and other issues likewise are subject to change. JVA may select acceptable, effective design approaches that, through no fault of its own, are deemed unacceptable by the time JVA's design or design recommendations are ready for execution. CLIENT agrees to pay JVA's additional reasonable fees and

expenses made necessary by JVA being required to modify Instruments of Service to comply with codes and regulations adopted after the preparation of such Instruments.

7.4.4. CLIENT and JVA recognize that JVA is providing a professional service and that CLIENT's project is a unique undertaking involving many factors which cannot be projected with exactitude. CLIENT and JVA acknowledge that the factors developing or discovered during the contract term and the uniqueness of CLIENT's project may require engineering services which cannot be anticipated at the time of contracting. JVA will advise CLIENT if the need for such services becomes apparent, and CLIENT and JVA shall negotiate an amendment to this Agreement to include said additional services.

## **7.5. Asbestos or Hazardous Materials**

7.5.1. The professional service contracted for hereunder were contracted for with the expectation JVA that no asbestos or hazardous materials, as defined by the U.S. Environmental Protection Agency, will be encountered.

7.5.2. JVA has no expertise in the recognition of asbestos or other hazardous materials and disclaims any responsibility for the discovery, presence, control, removal, remediation, or handling of such materials in connection with the Project.

## **7.6. Successors and Assigns**

7.6.1. Neither CLIENT nor JVA shall assign, sublet or transfer any rights under or interest in this Agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Agreement shall prevent JVA from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist it in performing the services hereunder.

7.6.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and JVA.

## **7.7 Default**

7.7.1. In the event JVA incurs attorneys' fees and court costs in the collection of amounts due from CLIENT under this Agreement, shall be liable for JVA's costs of collection.

7.7.2. Neither party shall be liable to the other for any consequential damages in connection with this Agreement or the Project. Consequential damages include, but are not limited to, loss of use, rent, revenue, opportunity, or sales, fines, penalties, and liquidated damages.

## **7.8 Dispute Resolution**

7.8.1. The CLIENT and JVA agree that all disputes arising from or related to JVA's services shall be brought to the attention of the other party within a reasonable time period after the claim is known to the claiming party.

The dispute shall be discussed by management of each party. Should these efforts fail to resolve the dispute, then the parties hereto agree to settle the dispute through mediation. The parties shall mutually agree on mediator selection and shall share the costs of the mediation equally. Mediation shall occur within 60 days of notice of the dispute, unless the parties agree to a different schedule.

7.8.2. **Mandatory Arbitration.** In the event the parties cannot resolve the dispute through mediation, the parties shall engage in binding arbitration pursuant to the Colorado law and the Construction Industry Rules of the American Arbitration Association. Each party shall bear its own costs of arbitration.

## **7.9 Severability**

Any element of this Agreement deemed by a court of competent jurisdiction to be void or unenforceable shall be severable, , and all remaining provisions shall continue in force.

### **7.11 Titles**

The titles used in this Agreement are for general reference only and are not part of the Agreement.

### **7.12 Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and JVA shall survive the completion of the services hereunder and the termination of this Agreement.

### **7.13 Excluded Services**

7.13.1. Services available from JVA are limited to those specified in the Letter Agreement. Other services that are available and applicable to CLIENT's project have been made known and explained to CLIENT.

7.13.2. CLIENT hereby waives any and all claims and demands for damages, costs, losses, and expenses of any nature and extent against JVA and agrees to defend, indemnify and hold JVA harmless from any third-party claim, action or demand for injury or loss allegedly arising from JVA's failure to perform a service CLIENT has not engaged JVA to perform. CLIENT further agrees to compensate JVA for any time spent or expenses incurred by JVA in defense of any such claim, in accordance with JVA's prevailing fee schedule and expense reimbursement policy.

## **SECTION 8 – INTEGRATION**

### **8.1 Integration**

The Letter Agreement and these Standard Conditions (consisting of pages **1 through 5**, inclusive), constitute the entire Agreement between CLIENT and JVA and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by written agreement of both parties.

**END OF STANDARD CONDITIONS**



**TOWN OF ALPINE, WYOMING  
RESOLUTION 2025-056**

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2025-047 AND  
RESOLUTION NO. 2025-049 AND AUTHORIZING THE USE OF ALPINE TRAVEL &  
TOURISM FUNDS FOR THE TOWN OF ALPINE'S 250TH CELEBRATION**

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**WHEREAS**, the Town of Alpine, Wyoming, will commemorate its 250th Celebration on July 3–4, 2026; and

**WHEREAS**, the Town Council previously adopted Resolution No. 2025-047, authorizing the Town to apply for a phased grant request of \$25,000 for a band for the Semiquincentennial Celebration ; and

**WHEREAS**, the Town Council subsequently adopted Resolution No. 2025-049, authorizing expenditure of \$25,000 for a concert deposit contingent upon Travel & Tourism grant approval ; and

**WHEREAS**, the Alpine Travel and Tourism Board has clarified that it will consider providing a total of \$25,000 for the entire 250th Celebration, of which \$5,000 would be allocated for concert entertainment, and the Committee shall submit a proposed budget for the balance of the funds to the Town Council for approval;

**WHEREAS**, the Town Council wishes to repeal the prior resolutions and adopt updated authorization reflecting the proper funding structure and use of Tourism Board funds.

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

**1. Repeal of Prior Resolutions**

Resolution No. **2025-047** and Resolution No. **2025-049** are hereby **repealed in their entirety** and shall have no further force or effect.

**2. Authorization of Updated Funding Use**

The Town of Alpine is authorized to accept and expend **\$25,000 in total funding** from the Alpine Travel & Tourism Board for the 250th Celebration to be held July 3–4, 2026.

**3. Eligible Expenses**

Authorized expenditures may include any Travel & Tourism–eligible costs associated with the 250th Celebration.

**4. Administration**

The Town Clerk/Treasurer is authorized to manage, receive, and disburse funds in accordance with Wyoming law, Town procedures, and the guidelines of the Alpine Travel & Tourism Board.

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**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of December 2025.

**VOTE: \_\_\_YES, \_\_\_ NO, \_\_\_ ABSTAIN, \_\_\_ ABSENT**

Signed:

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Eric Green, Mayor

ATTEST:

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Monica L. Chenault, Clerk/Treasurer