



TOWN COUNCIL MEETING

June 02, 2026 at 6:30 PM

250 River Circle - Alpine, WY 83128

PLEASE NOTE: The Meeting will begin at 6:30 PM with an Executive Session that is closed to the public. The Regular Meeting will begin at 7:00 PM and is open to the public.

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

1. **CALL TO ORDER** - Mayor Green
2. **EXECUTIVE SESSION**
 - a. Seeking a motion to enter into Executive Session pursuant to Wyoming Statute § 16-4-405(a)(ii), (iii), and (ix) to consider matters related to personnel, litigation, and confidential legal matters.
3. **RECONVENE INTO REGULAR SESSION**
4. **ROLL CALL** – Monica Chenault
5. **PLEDGE OF ALLEGIANCE** – Mayor Green
6. **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.

7. **CONSENT AGENDA** – Mayor Green
 - [a.](#) Town Council Minutes: May 19, 2026, Town Council Meeting Minutes
 - [b.](#) Bills to Pay: May 19, 2026, through June 2, 2026
8. **REPORTS**
 - a. Mayor’s Report – Eric Green
 - b. Public Works Director Report - Craig Leseberg

- c. Clerk/Treasurer Report – *submitted in writing*
- d. Planning & Zoning Administrator Report - *submitted in writing*
- e. Code Enforcement Officer Report - *submitted in writing*

9. ACTION ITEMS

a. **Resolution No. 2026-027 - Dry Dog Development, LLC Alpine Apex Annexation Petition Certification:**

Seeking a motion to approve Resolution No. 2026-027 - Dry Dog Development, LLC Alpine Apex Annexation Petition Certification.

b. **Annexation Agreement for the Alpine Lakes Addition:**

Seeking a motion to approve the Annexation Agreement for the Alpine Lakes Addition between the Town of Alpine, Palisades Investments, LLC, and The J.M. McSweeney Revocable Trust regarding the proposed annexation and future development of approximately 61 acres contiguous to the Town of Alpine boundaries.

c. **Alpine Flats Request for Extension of Building 3 & 4 Permits:**

Seeking a motion to approve a 12-month extension for the Alpine Flats Building 3 & 4 permits beyond the current June 12, 2027 expiration date.

d. **LUDC Redesign:**

Seeking a motion to enter into a contract with (selected consultant) for the LUDC Redesign, and authorize Mayor Green to sign.

e. **Resolution No. 2026-029 - Amending the Official Meeting Schedules for the Planning and Zoning Commission and Design Review Committee for the Town of Alpine, Wyoming, For Calendar Year 2026:**

Seeking a motion to approve Resolution No. 2026-029 - Amending the Official Meeting Schedules for the Planning and Zoning Commission and Design Review Committee for the Town of Alpine, Wyoming, For Calendar Year 2026.

f. **2nd Reading of Ordinance No. 2026-004 - Regulations Governing Open Burning, Recreational Fires, and Outdoor Fire:**

Seeking a motion to approve 2nd Reading of Ordinance No. 2026-004 - Regulations Governing Open Burning, Recreational Fires, and Outdoor Fire.

g. **Resolution No. 2026-028 - Amendment to the Town of Alpine Employee Policy and Procedure Manual Regarding Clerk/Treasurer Severance and Payroll Schedule:**

Seeking a motion to approve Resolution No. 2026-028 - Amendment to the Town of Alpine Employee Policy and Procedure Manual Regarding Clerk/Treasurer Severance and Payroll Schedule.

10. PUBLIC COMMENT

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

11. ADJOURNMENT



TOWN COUNCIL REGULAR MEETING MINUTES

May 19, 2026 / 250 River Circle - Alpine, WY 83128

CALL TO ORDER

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

ROLL CALL

Clerk Chenault conducted roll call. Present was Mayor Pro Tem Wierda, Councilmember Larsen, and Councilmember Burchard. A quorum was established. Councilmember Scaffide and Mayor Green were both absent.

ADOPTION OF AGENDA

Councilmember Burchard made a motion to adopt the agenda. Councilmember Larsen seconded. **Voting Yea:** Councilmember Larsen, Councilmember Burchard, 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

Bills to Pay: April 29, 2026 - May 19, 2026: Councilmember Burchard made a motion to approve Bills to Pay Report April 29, 2026 - May 19, 2026, Councilmember Larsen seconded. **Voting Yea:** Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

REPORTS

Events Committee Report - Andrea Burchard

Councilmember Burchard provided an update on upcoming community events and ongoing coordination efforts for the summer season. Discussion included preparations for Mountain Days, scheduled for June 26–28, 2026, as well as planning efforts for Alpine’s 250th Celebration taking place July 2–4, 2026. Councilmember Burchard noted that coordination with volunteers, vendors, and community organizations is ongoing as the events approach.

Engineering Report – Jorgensen Engineering

Kevin Meagher with Jorgensen Engineering provided a verbal engineering report to the Council. Discussion included ongoing work related to the radio read water meter project, wastewater treatment plant improvements, and current development coordination efforts. Mr. Meagher also discussed continued work on infrastructure planning, water system improvements, and upcoming capital improvement projects.

Planning & Zoning Report – Rachael Stephens

Rachael Stephens provided an update on current Planning and Zoning activities, including ongoing development reviews and applications currently under consideration by the Planning & Zoning Commission. Ms. Stephens also discussed challenges staff has encountered within the existing Land Use and Development Code (LUDC), noting that certain sections contain gaps and areas that may benefit from additional clarification and future professional review.

Alpine Travel & Tourism Board Report – Jeremiah Larsen

Councilmember Larsen reported that all items presented at the Alpine Travel & Tourism Board's May 7, 2026 meeting passed on second reading. He also noted that the Board plans to hold another meeting in June, with the date still to be determined.

Lincoln County Travel & Tourism Board Report - Jeremiah Larsen

Councilmember Larsen reported on recent Lincoln County Travel & Tourism Board discussions, including regional tourism coordination, marketing efforts, and opportunities for collaboration between municipalities throughout the county.

Lincoln County Sheriff's Report – *Submitted in writing*

PUBLIC HEARING

Public Hearing: Dania Meadows Subdivision Minor Subdivision (Replat) Application – Rehman Hafeez (96 Wintergreen Drive): *This item is a public hearing before the Town Council to consider a Minor Subdivision (Replat) Application submitted by Rehman Hafeez.*

Marloe Scherbel attended via conference call. Dave Kennington attended to present on behalf of the applicant.

Mayor Pro Tem Wierda stated that the Planning & Zoning Commission submitted its recommendation on May 14, 2026, which included discussion regarding the subdivision classification.

Mayor Pro Tem Wierda opened the floor for public comment. No public comment was received.

Marloe Scherbel explained that the items identified as requirements for a major subdivision would be addressed within the developer’s agreement.

Mayor Pro Tem Wierda closed the public hearing.

ACTION ITEMS

Dania Meadows Subdivision Minor Subdivision (Replat) Application submitted by Rehman Hafeez for Lot 2 of Hafeez Subdivision located at 96 Wintergreen Drive, Alpine, Wyoming:

Councilmember Larsen made a motion to approve the Dania Meadows Subdivision (Replat) Application submitted by Rehman Hafeez for Lot 2 of Hafeez Subdivision, located at 96 Wintergreen Drive, Alpine, Wyoming, subject to the recommendations and conditions provided by the Planning & Zoning Commission, including the reclassification of the application from a minor subdivision to a major subdivision. Councilmember Burchard seconded the motion.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

3rd Reading of Ordinance No. 2026-010 - Dead Horse PUD:

Councilmember Burchard made a motion to approve 3rd Reading of 2026-010 - Dead Horse PUD. Councilmember Larsen seconded the motion.

Clerk Chenault confirmed that no changes had been made between the second and third readings of Ordinance No. 2026-010. Applicant Rex Doornbos also confirmed that no revisions had been made.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

3rd Reading of Ordinance No. 2026-008 – Interim Permitting Update:

Councilmember Larsen made a motion to approve 3rd reading of Ordinance No. 2026-008 - Interim Permitting Update. Councilmember Burchard seconded the motion.

Clerk Chenault explained that the only revisions made between the second and third readings involved adjustments to the fee schedule, which resulted in a decrease in fees from the amounts previously presented at second reading.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

3rd Reading of Ordinance No. 2026-005 - Establishing Fees For Administrative Services, Returned Payments, And Staff Reimbursements:

Councilmember Burchard made a motion to approve 3rd Reading of Ordinance No. 2026-005 - Establishing Fees For Administrative Services, Returned Payments, And Staff Reimbursements. The motion was seconded by Councilmember Larsen.

Town Attorney Jim Sanderson discussed revisions made between the second and third readings regarding provisions related to extensive research associated with public records requests.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

Resolution No. 2026-024 - Administrative Fee Schedule:

Councilmember Larsen made a motion to approve Resolution No. 2026-024 - Administrative Fee Schedule. The motion was seconded by Councilmember Burchard.

There was minimal discussion regarding the proposed fee schedule.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

Resolution No. 2026-023 - Rescheduling the Public Hearing for the Boardwalk II Lot 18 Annexation Petition:

Councilmember Burchard made a motion to approve Resolution No. 2026-023 - Rescheduling the Public Hearing for the Boardwalk II Lot 18 Annexation Petition. The motion was seconded by Councilmember Burchard.

Clerk Chenault explained that the June 16, 2026, Town Council meeting had been rescheduled to June 23, 2026, requiring the associated public hearing date to be adjusted accordingly.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

Resolution No. 2026-025 - Establishing the Town of Alpine Safety Committee:

Councilmember Larsen made a motion to approve Resolution No. 2026-025 - Establishing the Town of Alpine Safety Committee. The motion was seconded by Councilmember Burchard.

Mayor Pro Tem Wierda provided background information regarding the purpose and establishment of the proposed Town of Alpine Safety Committee.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda. Motion carried.

Resolution No. 2026-026 - Amendment to the Town of Alpine Employee Policy and Procedure Manual Regarding Town Administrator Severance:

Councilmember Burchard made a motion to approve Resolution No. 2026-026 - Amendment to the Town of Alpine Employee Policy and Procedure Manual Regarding Town Administrator Severance. The motion was seconded by Councilmember Larsen.

Mayor Pro Tem Wierda provided background information regarding the proposed amendment to the Town of Alpine Employee Policy and Procedure Manual concerning Town Administrator severance provisions.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda.
Motion carried.

2nd Reading of Ordinance No. 2026-007 - Budget FY 2027:

Councilmember Larsen made a motion to approve 2nd reading of Ordinance No. 2026-007 - Budget for Fiscal Year 2027. The motion was seconded by Councilmember Burchard.

Clerk Chenault provided an overview of the revisions made between the first and second readings of the ordinance.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda.
Motion carried.

2nd Reading of Ordinance No. 2026-006 - Budget FY 2026:

Councilmember Burchard made a motion to approve 2nd reading of Ordinance No. 2026-006 – Amended Budget FY 2026. The motion was seconded by Councilmember Larsen.

Clerk Chenault provided an overview of the revisions made between the first and second readings of the ordinance. Clerk Chenault noted that the budget outlook was significantly better than originally projected.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda.
Motion carried.

TABLED ITEMS

Discussion: Town of Alpine Safety Manual

Councilmember Larsen made a motion to remove from table Discussion: Town of Alpine Safety Manual. Councilmember Burchard seconded the motion.

Voting Yea: Councilmember Larsen, Councilmember Burchard, and Councilmember Wierda.
Motion carried.

Councilmember Larsen made a motion to table indefinitely Discussion: Town of Alpine Safety Manual. The motion was seconded by Councilmember Burchard.

PUBLIC COMMENT

Clerk Chenault explained that 2nd Reading of Ordinance No. 2026-004 - Regulations Governing Open Burning, Recreational Fires, and Outdoor Fire was postponed to the next Town Council meeting due to additional changes and discussion points that arose following outreach and feedback from Councilmembers.

Rex Doornbos addressed the Council with questions regarding procedural matters associated with the Dead Horse PUD.

ADJOURNMENT

Councilmember Larsen made a motion to adjourn. Councilmember Scaffide seconded the motion. **Voting Yea:** Mayor Green, Councilmember Larsen, Councilmember Wierda, Councilmember Burchard, and Councilmember Scaffide. Motion carried.

The meeting adjourned at 7:55 p.m.

MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:

Sarah Greenwald, Town Assistant Clerk

Date

Attest:

Monica Chenault, Town Clerk

Date

Minutes approved in a legally advertised meeting on March 19th, 2026

Signed:

Attest:

Eric Green, Mayor

Monica Chenault, Town Clerk

Report Criteria:

Report type: Summary

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
05/26	05/20/2026	20810	1940	Silver Star Communications	10-20100	236.24	M
05/26	05/20/2026	20811	1940	Silver Star Communications	52-20100	320.64	M
05/26	05/20/2026	20812	1940	Silver Star Communications	10-20100	641.98	M
06/26	06/01/2026	20817	1560	Lower Valley Energy	10-20100	304.64	M
06/26	06/01/2026	20818	1560	Lower Valley Energy	10-20100	19.58	M
06/26	06/01/2026	20819	1560	Lower Valley Energy	52-20100	18.00	M
06/26	06/01/2026	20820	1560	Lower Valley Energy	51-20100	1,307.93	M
06/26	06/01/2026	20821	1560	Lower Valley Energy	10-20100	85.15	M
06/26	06/01/2026	20822	1560	Lower Valley Energy	10-20100	29.48	M
06/26	06/01/2026	20823	1560	Lower Valley Energy	10-20100	29.15	M
06/26	06/01/2026	20824	1560	Lower Valley Energy	10-20100	44.16	M
06/26	06/01/2026	20825	1560	Lower Valley Energy	52-20100	6,580.69	M
06/26	06/01/2026	20826	1560	Lower Valley Energy	10-20100	18.00	M
06/26	06/01/2026	20827	1560	Lower Valley Energy	52-20100	99.62	M
06/26	06/01/2026	20828	1560	Lower Valley Energy	52-20100	81.82	M
06/26	06/01/2026	20829	1560	Lower Valley Energy	51-20100	23.74	M
06/26	06/01/2026	20830	1560	Lower Valley Energy	52-20100	18.00	M
06/26	06/01/2026	20831	1560	Lower Valley Energy	52-20100	42.88	M
06/26	06/01/2026	20832	1560	Lower Valley Energy	52-20100	234.48	M
06/26	06/01/2026	20833	1560	Lower Valley Energy	51-20100	97.36	M
06/26	06/01/2026	20834	1560	Lower Valley Energy	51-20100	20.11	M
06/26	06/01/2026	20835	1560	Lower Valley Energy	10-20100	81.23	M
06/26	06/01/2026	20836	1560	Lower Valley Energy	51-20100	60.24	M
06/26	06/01/2026	20837	1560	Lower Valley Energy	51-20100	489.44	M
06/26	06/01/2026	20838	1560	Lower Valley Energy	52-20100	26.45	M
06/26	06/01/2026	20839	1560	Lower Valley Energy	52-20100	46.51	M
06/26	06/01/2026	20840	1560	Lower Valley Energy	52-20100	50.14	M
06/26	06/01/2026	20841	1560	Lower Valley Energy	10-20100	18.00	M
06/26	06/01/2026	20842	1560	Lower Valley Energy	52-20100	1,895.82	M
06/26	06/01/2026	20843	1560	Lower Valley Energy	10-20100	18.66	M
05/26	05/23/2026	20845	960	First Bank Card	10-20100	9,065.04	M
05/26	05/19/2026	21114	3340	Ahren Schultheis	52-20100	1,000.00	
05/26	05/19/2026	21115	250	Alpine Ace Hardware	10-20100	3,529.16	
05/26	05/19/2026	21116	570	Broulims-Alpine	10-20100	250.68	
05/26	05/19/2026	21117	620	Caselle, LLC	52-20100	3,097.00	
05/26	05/19/2026	21118	3760	Chemwest LLC	51-20100	1,300.00	
05/26	05/19/2026	21119	4250	Citizenserve	10-20100	19,200.00	
05/26	05/19/2026	21120	700	Control Engineers, PA	52-20100	3,093.75	
05/26	05/19/2026	21121	710	Core & Main LP	51-20100	6,640.77	
05/26	05/19/2026	21122	3920	Cushing Terrell	10-20100	4,000.00	
05/26	05/19/2026	21123	860	Dry Creek Enterprises Inc	10-20100	260.00	
05/26	05/19/2026	21124	910	Fall River Propane	52-20100	19.13	
05/26	05/19/2026	21125	980	FP Mailing Solutions	10-20100	149.85	
05/26	05/19/2026	21126	2890	High Country Linen	52-20100	187.43	
05/26	05/19/2026	21127	1240	IDAWY Solid Waste District	10-20100	124.00	
05/26	05/19/2026	21128	1260	Imperial Pump Solutions, LLC	52-20100	1,750.00	
05/26	05/19/2026	21129	1310	Jenkins Building Supply	52-20100	485.84	
05/26	05/19/2026	21130	1650	Kimley-Horn and Associates, Inc.	10-20100	2,432.15	
05/26	05/19/2026	21131	3475	Leseberg, Craig	10-20100	92.59	
05/26	05/19/2026	21132	1530	Lincoln County Water Quality Lab	51-20100	81.00	
05/26	05/19/2026	21133	1680	Norco, Inc	10-20100	39.60	
05/26	05/19/2026	21134	4090	Pacific Office Automation	10-20100	220.88	
05/26	05/19/2026	21135	1810	Parkland USA Corporation	10-20100	980.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/26	05/19/2026	21136	3940	PEAC Solutions	10-20100	282.98
05/26	05/19/2026	21137	1780	RE Investment Company	10-20100	491.40
05/26	05/19/2026	21138	1880	Salt River Motors	10-20100	105.00
05/26	05/19/2026	21139	2870	Sanderson Law Office	52-20100	337.50
05/26	05/19/2026	21140	3110	Scott Wheeler Photography	10-20100	190.00
05/26	05/19/2026	21141	1930	Sherwin-Williams	10-20100	514.25
05/26	05/19/2026	21142	4170	Stelting & Gross LLC	52-20100	1,240.00
05/26	05/19/2026	21143	2140	SVI Media	10-20100	1,727.52
05/26	05/19/2026	21144	2480	Valley Wide Cooperative, Inc	10-20100	645.85
05/26	05/19/2026	21145	3530	West Bank Sanitation	52-20100	8,173.26
05/26	05/19/2026	21146	2570	Western Records Destruction, Inc.	52-20100	95.00
05/26	05/19/2026	21147	4150	Yost	52-20100	161.21
05/26	05/21/2026	21148	4320	Assurity Life Insurance Company	10-20100	852.66
06/26	06/02/2026	21153	400	ASCAP	10-20100	463.42
06/26	06/02/2026	21154	470	Beau Taylor	10-20100	120.00
06/26	06/02/2026	21155	480	Belinda Penny	10-20100	1,240.00
06/26	06/02/2026	21156	710	Core & Main LP	51-20100	5,062.36
06/26	06/02/2026	21157	1660	DBR, INC	52-20100	397.50
06/26	06/02/2026	21158	3930	Design Energy Engineering, LLC	10-20100	4,987.50
06/26	06/02/2026	21159	870	Energy Laboratories Inc	51-20100	491.00
06/26	06/02/2026	21160	1070	Gray Bear Productions	10-20100	6,000.00
06/26	06/02/2026	21161	2890	High Country Linen	52-20100	162.34
06/26	06/02/2026	21162	3110	Jennifer Downing	51-20100	103.36
06/26	06/02/2026	21163	4200	JVA, Inc.	52-20100	2,255.40
06/26	06/02/2026	21164	1510	Lincoln County Sheriff's Office	10-20100	706.50
06/26	06/02/2026	21165	1670	Machines in Motion LLC	10-20100	825.00
06/26	06/02/2026	21166	1700	One Call of Wyoming	52-20100	214.20
06/26	06/02/2026	21167	2870	Sanderson Law Office	10-20100	2,600.00
06/26	06/02/2026	21168	1910	Servant Electric PC	10-20100	14,915.36
06/26	06/02/2026	21169	1930	Sherwin-Williams	10-20100	629.00
06/26	06/02/2026	21170	3990	Tara Bender	10-20100	40.00
06/26	06/02/2026	21171	320	The Cookout LLC	10-20100	1,000.00
06/26	06/02/2026	21172	2530	W.A.R.M. Property Insurance Pool	10-20100	421.32
06/26	06/02/2026	21173	4290	W.W. Grainger, Inc.	52-20100	66.97
06/26	06/02/2026	21174	3950	Williams, Porter, Day & Neville, P.C.	10-20100	714.00
Grand Totals:						129,170.87

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-20100	103.50	68,898.95-	68,795.45-
10-21130	852.66	.00	852.66
10-33-135	190.00	.00	190.00
10-41-397	54.63	.00	54.63
10-42-240	402.86	.00	402.86
10-42-315	3,314.00	.00	3,314.00
10-42-325	503.86	.00	503.86
10-42-335	9,902.71	.00	9,902.71
10-42-340	506.04	.00	506.04
10-42-350	616.01	.00	616.01
10-42-360	463.42	.00	463.42
10-42-381	421.32	.00	421.32
10-42-405	149.85	.00	149.85

GL Account	Debit	Credit	Proof
10-42-410	125.18	.00	125.18
10-45-335	197.00	.00	197.00
10-48-410	80.75	.00	80.75
10-50-315	4,987.50	.00	4,987.50
10-50-335	4,800.00	.00	4,800.00
10-50-350	1,030.76	.00	1,030.76
10-54-333	3,353.09	.00	3,353.09
10-54-400	85.84	.00	85.84
10-54-455	1,770.00	90.00-	1,680.00
10-56-319	706.50	.00	706.50
10-56-335	2,400.99	.00	2,400.99
10-56-454	40.00	.00	40.00
10-58-330	226.39	.00	226.39
10-58-332	7,867.18	.00	7,867.18
10-58-334	29.50	.00	29.50
10-58-402	5,403.11	.00	5,403.11
10-58-410	522.12	13.50-	508.62
10-58-450	197.01	.00	197.01
10-58-452	623.64	.00	623.64
10-58-454	1,179.81	.00	1,179.81
10-65-332	1,326.23	.00	1,326.23
10-65-450	280.74	.00	280.74
10-65-452	417.58	.00	417.58
10-65-454	30.00	.00	30.00
10-66-428	408.52	.00	408.52
10-66-430	1,000.00	.00	1,000.00
10-66-431	4,200.00	.00	4,200.00
10-66-432	1,800.00	.00	1,800.00
10-90-541	4,000.00	.00	4,000.00
10-90-545	2,432.15	.00	2,432.15
51-20100	.00	20,114.04-	20,114.04-
51-33-100	103.36	.00	103.36
51-42-335	3,279.02	.00	3,279.02
51-42-395	459.98	.00	459.98
51-42-410	165.41	.00	165.41
51-80-320	199.00	.00	199.00
51-80-332	11,988.87	.00	11,988.87
51-80-430	1,300.00	.00	1,300.00
51-80-452	248.31	.00	248.31
51-80-453	1,857.61	.00	1,857.61
51-80-500	512.48	.00	512.48
52-20100	78.84	40,340.22-	40,261.38-
52-42-315	445.50	.00	445.50
52-42-335	3,288.27	.00	3,288.27
52-42-410	250.54	.00	250.54
52-82-332	10,301.56	.00	10,301.56
52-82-400	78.84	78.84-	.00
52-82-454	878.72	.00	878.72
52-82-455	30.00	.00	30.00
52-83-315	4,083.75	.00	4,083.75
52-83-332	90.81	.00	90.81
52-83-454	1,895.82	.00	1,895.82
52-84-110	1,000.00	.00	1,000.00
52-84-315	1,157.40	.00	1,157.40
52-84-319	7,629.47	.00	7,629.47
52-84-320	430.20	.00	430.20
52-84-332	492.77	.00	492.77

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 5/19/2026 - 6/2/2026

Page: 4
May 27, 2026 01:49PM

GL Account	Debit	Credit	Proof
52-84-390	108.00	.00	108.00
52-84-454	6,938.57	.00	6,938.57
52-90-541	1,240.00	.00	1,240.00
Grand Totals:	<u>129,535.55</u>	<u>129,535.55-</u>	<u>.00</u>

Meeting Date: _____

Mayor: _____

Treasurer: _____

Report Criteria:

Report type: Summary

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

Town of Alpine

Planning & Zoning Administrator Report to Town Council for April 2026

To: Mayor and Town Council

From: Gina Corson, Planning & Zoning Administrator

Date: May 13, 2026

Subject: Summary of Planning & Zoning Commission Meetings and Work Sessions (March 25, 2026, April 14, 2026, and April 20, 2026)

The Planning & Zoning Commission continued review of development applications, annexation requests, subdivision matters, and ongoing updates to the Land Use and Development Code (LUDC). Discussions throughout March and April focused heavily on refining development review procedures, improving clarity within the LUDC, and evaluating the Town's long-term planning framework.

During the March 25, 2026, Special Meeting and Work Session, the Commission reviewed an updated site plan for a new single-family residence located at 456 Riverview Drive within Riverview Meadows. The revised site plan was presented following earlier Commission concerns regarding setback accuracy and site plan detail. The Commission found the updated plan satisfactory, though final review comments from the Building Official were still pending at the time of discussion. The applicant also inquired about beginning excavation activities before permit issuance, and the Commission clarified that excavation could not proceed until Building Official approval was received.

A substantial portion of the March 25 work session focused on evaluating the Town's current Planned Unit Development (PUD) requirements and annexation review structure. Staff presented concerns that the existing code effectively applies the PUD process as a blanket requirement for annexations and properties over one acre, rather than using the process as a targeted tool for flexibility and site-specific deviations from standard zoning. Staff introduced a proposed three-part framework consisting of:

1. A conceptual Master Plan-level review at annexation;
2. Standard zoning and permitting processes for projects complying with base zoning; and
3. Reserving the PUD process for developments requesting flexibility or deviations from the underlying zoning district.

The Commission discussed the distinction between conceptual planning and binding regulatory approvals, concerns regarding requiring detailed development plans too early

in the annexation process, and the need to evaluate project complexity rather than simply acreage thresholds. Public comments focused on infrastructure capacity, legal access, environmental concerns, hazardous terrain, and the need for continued engineering and safety review. The Commission generally supported further exploration of a Master Plan-based framework while acknowledging that additional review and refinement would be necessary before formal adoption.

At the April 14, 2026 regular meeting, the Commission received a Master Plan update presentation from Cushing Terrell. Discussion included public engagement efforts, Future Land Use Map categories, proposed character areas, transportation planning, and implementation strategies. The consultant clarified that the Future Land Use Map is intended as a guiding vision document rather than a regulatory zoning map. Key themes included concentrating growth along transportation corridors, encouraging mixed-use and workforce housing opportunities, and preserving open space and environmental quality.

The Commission also reviewed several development applications during the April 14 meeting. A site plan approval was considered for a new single-family residence at 247 Aster Loop in Alpine Meadows. Discussion included driveway slope concerns, grading impacts, and potential drainage effects on adjacent properties. The Commission noted the lack of clear ordinance language regarding grading elevations and associated standards.

The Commission additionally reviewed a detached garage application for property located at 327 East Mill Road. The proposal included solar and energy-efficiency features as well as off-grid capabilities. The Commission found the application acceptable subject to Building Official review.

Annexation and subdivision matters were also reviewed during the April 14 meeting. The Commission discussed the proposed annexation of Lot 18 associated with Boardwalk LLC and generally found the proposal straightforward due to the existence of nearby infrastructure. Discussion acknowledged continued concerns within the current code structure related to mandatory PUD requirements based solely on parcel size.

The Commission further reviewed a Planned Unit Development/Subdivision request associated with Dead Horse Development, LLC involving subdivision of an existing commercial development into individually owned commercial units. Clarification was provided that the proposal remained commercial in nature and did not involve residential conversion or increased density. Discussion focused on the need for finalized CC&Rs, utility allocation clarifications, and ongoing permitting requirements for future tenant improvements.

The Commission also reviewed and approved a simple subdivision/lot line adjustment request for property located within Lake View Estates. Discussion included correcting historic plat inconsistencies, clarifying property boundaries, and identifying road right-of-way concerns. Commissioners noted the importance of accurate surveys and certificates of placement due to ongoing issues associated with older subdivision plats.

Additional discussion items during the April 14 meeting included extension permit fee structures and development tracking. The Commission discussed whether prorated extension fees should be considered but ultimately expressed consensus to maintain the existing flat-fee structure due to concerns regarding administrative complexity and consistency. Staff also provided an overview of active permit tracking and ongoing project monitoring.

The April 20, 2026 Planning & Zoning Work Session focused exclusively on continued LUDC revisions and code modernization efforts. Discussion centered on improving the structure, organization, and clarity of draft code amendments. Commissioners expressed appreciation for the revised formatting approach, which identifies proposed changes and explains the reasoning behind those revisions.

A major focus of the April 20 work session was the proposed Conceptual Development Master Plan (CDMP) process. Discussion emphasized that the CDMP would serve as an intermediate planning-level review tool between annexation and full PUD review. Commissioners discussed the applicability of the CDMP to large-scale or phased developments and its intended role as a non-regulatory conceptual framework designed to avoid unnecessary PUD requirements for projects that do not warrant that level of review.

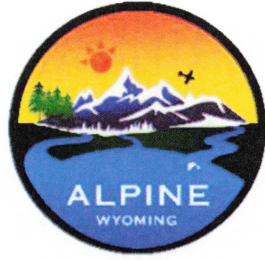
The Commission also discussed excavation, grading, and land disturbance regulations in significant detail. Concerns were raised regarding vague code language, inconsistent thresholds, and the lack of a clear excavation permit framework. Commissioners identified the need for clearer definitions, objective standards, and enforceable thresholds related to grading activities, drainage impacts, hillside disturbance, and erosion concerns. Discussion included the possibility of implementing tiered review systems similar to those used in Jackson and Teton County.

Additional discussion focused on building height measurement standards and grading manipulation concerns. Commissioners discussed inconsistencies related to measuring height from finished grade versus native grade and acknowledged concerns that finished grading could artificially increase building height. The Commission discussed potentially utilizing native grade measurements or whichever standard is more restrictive, while emphasizing the need for grading plans and drainage analysis.

The work session further addressed change-of-use and occupancy standards, application validity timelines, permit transferability, and site plan requirements. Discussion clarified that not all site plans require professional engineering stamps, though appropriate professional review may still be required depending on project complexity. Commissioners also reviewed definitions related to accessory structures and discussed whether additional clarification regarding greenhouses would be necessary.

Overall, the Commission continues to work through substantial revisions to the LUDC with the intent of improving clarity, consistency, enforceability, and alignment between project complexity and the level of review required. Ongoing work sessions and draft revisions will continue as staff and the Commission further refine proposed language prior to formal public hearing and adoption processes.

Sources referenced for this report include the Planning & Zoning meeting minutes from March 10, 2026, March 25, 2026, April 14, 2026, and the April 20, 2026 work session.



Town of Alpine Code Enforcement Officer Report 3/31/26 to 5/26/26

Meeting Date: June 2, 2026
Submitted By: Tara Bender, Code Enforcement Officer
Prepared On: May 27, 2026

Citations/Warnings	0 Citations 0 Warnings
Stop Work Orders Issued	0
Total Responses/Investigations	10

Animal - At Large	1	Traffic - Private Parking	1
Animal - Barking Dogs	1	Traffic - Camping	1
Maintenance of Premises - Vacant Building/Littering	2	Crimes Against the Peace - Illegal Discharge of Fireworks	1
Rights-of-Way - Obstacles & Encroachment	1	LUDC - Permit Compliance	1
Business License Compliance	1		

Tara Bender
Code Enforcement Officer
250 River Circle P.O. Box 3070
Alpine, Wyoming 83128
Cell: (307) 226-5430
E-mail: municipal@alpinewy.gov
www.alpinewy.gov



**TOWN OF ALPINE, WYOMING
RESOLUTION 2026-027**

**A RESOLUTION CERTIFYING THE SUBMISSION OF AN ANNEXATION PETITION FOR
THE DRY DOG DEVELOPMENT, LLC ALPINE APEX ANNEXATION,
IN ACCORDANCE WITH W.S. § 15-1-403**

WHEREAS on the 20th day of May 2026, a Petition for Annexation of eligible territory has been filed with the Town Clerk of the Town of Alpine by Dry Dog Development, LLC; and

WHEREAS the Town Clerk has reviewed the petition and hereby finds:

- i. The petition is signed and dated by the landowner of the area sought to be annexed;
- ii. The petition contains:
 - a. A legal description of the area sought to be annexed;
 - b. A request that the described territory be annexed;
 - c. A statement that the signer is an owner of land and a description of said land within the area proposed to be annexed; and
 - d. A map of the area;
- iii. That no signature on the petition is dated one hundred eighty (180) days prior to the date of filing the petition with the Town Clerk;
- iv. The Town Clerk determined within ten (10) days of receipt that the petition substantially complies with W.S. § 15-1-403;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Town of Alpine that the annexation petition for the Dry Dog Development, LLC Alpine Apex Annexation is hereby certified.

BE IT FURTHER RESOLVED, that the Town Clerk is authorized to follow the procedures outlined in W.S. § 15-1-402, W.S. § 15-1-404, and W.S. § 15-1-406.

BE IT FURTHER RESOLVED, that a Public Hearing on the Dry Dog Development, LLC Alpine Apex shall be held on July 7th, 2026, at 6:30 p.m. at Town Hall.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Alpine, Wyoming, this 2nd day of June 2026.

VOTING RECORD:

<i>Ayes:</i>	<i>Mayor Green:</i>
<i>Nays:</i>	<i>Burchard:</i>
<i>Abstentions:</i>	<i>Larsen:</i>
<i>Absent:</i>	<i>Wierda:</i>
	<i>Scaffide:</i>

Signed:

Eric Green, Mayor of Alpine

ATTEST:

Monica Chenault, Town Clerk/Treasurer



TOWN OF ALPINE

PLANNING AND ZONING COMMISSION

REPORT AND RECOMMENDATION TO TOWN COUNCIL

Date: May 12, 2026

Applicant: Dry Dog Development, LLC

Representative: Surveyor Scherbel, Ltd.

Request: Annexation – Alpine Apex Annexation

Location: Lot 96, Alpine Village Subdivision No. 1, Plat 3 Amended – 7th Filing, Lincoln County, Wyoming

Requested Zoning: Mixed Residential Commercial (MRC)

I. PURPOSE

The purpose of this report is to provide the Town Council with the Planning and Zoning Commission’s findings and recommendations regarding the proposed annexation commonly referred to as the “Alpine Apex Annexation.”

This report is submitted in accordance with Section 2.1(g) of Ordinance 2024-001, which requires the Planning and Zoning Commission to conduct a prepetition review hearing and submit written findings and recommendations to the Town Council.

II. BACKGROUND

The applicant, Dry Dog Development, LLC, submitted an annexation petition application requesting annexation of approximately Lot 96 of Alpine Village Subdivision No. 1, Plat 3 Amended – 7th Filing into the incorporated limits of the Town of Alpine.

The proposal includes a conceptual townhouse-style residential development with associated roadway circulation, parking, landscaping, and utility infrastructure improvements.

The subject property is located near the Targhee Landing area and adjacent to existing residential development patterns.

Application materials submitted included:

- Annexation Petition Application;



TOWN OF ALPINE

- Draft Petition for Annexation;
- Area Exhibit / Location Map;
- Conceptual Development Plan;
- Ownership Documentation / Warranty Deed; and
- Supporting correspondence and project narrative materials.

The purpose of the annexation is to allow the property to receive Town services and facilitate future residential development as a logical extension of existing Town growth patterns.

A Prepetition Review Hearing was conducted before the Planning and Zoning Commission on May 12, 2026.

III. CLASSIFICATION OF ANNEXATION

Pursuant to Section 1.2 of Ordinance 2024-001:

- A Minor Annexation is defined as an annexation consisting of 2.5 acres or less; and
- A Major Annexation is defined as an annexation consisting of greater than 2.5 acres.

Based upon the submitted materials and conceptual plans, the Planning and Zoning Commission reviewed the proposal as follows:

Minor Annexation

IV. REVIEW PROCESS

The Planning and Zoning Commission conducted a Prepetition Review Hearing in accordance with Section 2.1 of Ordinance 2024-001.

At the hearing:

- The applicant and/or representatives were present;
- Supporting documentation and exhibits were presented.
- Staff provided an overview of the annexation request and conceptual development proposal; and



TOWN OF ALPINE

- The Commission evaluated the request based on the submitted materials and public discussion.

The burden of proof was on the applicant to provide clear and convincing evidence supporting all representations made in the annexation materials and supporting exhibits.

V. FINDINGS

Based on the submitted materials, staff review, and testimony provided during the hearing, the Planning and Zoning Commission makes the following findings:

1. Completeness

The applicant submitted the required annexation materials, including conceptual plans, legal descriptions, ownership documentation, and supporting exhibits.

2. Contiguity

The subject property appears contiguous to portions of the existing incorporated limits of the Town of Alpine.

3. Logical Extension of Town Boundaries

The proposed annexation represents a logical extension of existing Town development patterns and surrounding residential growth.

4. Provision of Services

The applicant proposes connection to Town water and sewer systems, and the property appears adjacent to existing utility service corridors.

5. Health, Safety, and Welfare

The proposed annexation would allow the property to develop under Town regulations and standards intended to protect public health, safety, and welfare.

6. Compatibility and Development Considerations

The Planning and Zoning Commission discussed:

- project density;
- compatibility with surrounding development;



TOWN OF ALPINE

- roadway circulation;
- parking and snow storage;
- landscaping and green space considerations;
- utility infrastructure and sewer/water capacity;
- existing powerline constraints; and
- future infrastructure impacts associated with the proposed development.

7. Future Development Review

The Commission discussed that future review processes, including Planned Unit Development (PUD) review, engineering review, and additional annexation procedures, will still be required prior to any formal development approvals.

8. Zoning Request

The applicant requested Mixed Residential Commercial (MRC) zoning designation as part of the annexation request.

VI. RECOMMENDATION

I would slightly soften and clarify the recommendation language to better match what actually occurred procedurally at the meeting since:

- no formal approval recommendation was made,
- and it was treated conceptually.

Replace the current recommendation paragraph with:

Based upon the discussion, submitted materials, and conceptual annexation review, the Planning and Zoning Commission recommends that the Town Council acknowledge receipt of the Annexation Prepetition Review materials for the Dry Dog Development, LLC Alpine Apex Annexation proposal and allow the applicant to continue through the formal annexation review process pursuant to Ordinance No. 2024-001 and Wyoming Statutes §15-1-401 et seq.

VII. ADDITIONAL COMMENTS / CONDITIONS

The Planning and Zoning Commission offers the following comments for Town Council consideration:



TOWN OF ALPINE

1. Future development approvals shall remain subject to compliance with all applicable Town ordinances, development standards, utility requirements, and engineering review processes.
2. Future Planned Unit Development (PUD) review will be required pursuant to the Town’s current Land Use and Development Code.
3. Final annexation approval shall remain contingent upon completion of all applicable statutory annexation procedures, including preparation of the annexation report required by W.S. §15-1-402.
4. All costs associated with notice, publication, engineering review, and annexation processing shall be borne by the applicant as required by Ordinance 2024-001.
5. The Planning and Zoning Commission discussed concerns related to density, landscaping, green space, compatibility with surrounding development, and future infrastructure impacts, and recommended that these topics continue to be evaluated during future review processes.

VIII. CONCLUSION

The Planning and Zoning Commission finds that the proposed annexation generally meets the intent and procedural requirements of the Town of Alpine Uniform Annexation Process and represents a logical extension of the Town’s incorporated limits, subject to completion of all future review and approval processes.

The Commission further notes that the May 12, 2026, review was conceptual in nature and that no formal development approval was granted at this stage of review.



Date: 5/18/2026

Prepared and signed for Planning and Zoning Chairman Melissa Wilson by Gina Corson
Planning and Zoning Administrator
Town of Alpine, Wyoming



TOWN OF ALPINE

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 F. 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

AFTON OFFICE
Box 725, 46 West 3rd Avenue
Afton, WY 83110
307-885-9319
307-885-9809 (Fax)

BIG PINEY OFFICE
Box 96, 283 Main Street
Big Piney-Marbleton, WY 83113
307-276-3347
307-276-3348 (Fax)

Section 9, Itema.

KASSIE KEEHN
Afton Office Manager
Jackson, Wyoming
Direct to Big-Piney Office
307-733-5903 & Fax

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

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

15 May 2026

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

Re: Dry Dog Development, LLC – Annexation – Lot 96 of the Alpine Village Subdivision Plat 3
Amended 7th Filing, Lincoln County, Wyoming

Dear Mayor Green,

Enclosed please find the following for the above referenced project:

1. An executed Petition for Annexation to the Town of Alpine by Josh Springer, Managing Member of Dry Dog Development LLC.
2. A print of an advance plat titled, "PLAT TO ACCOMPANY ORDINANCE NO. 2025- ALPINE APEX ANNEXATION TO THE TOWN OF ALPINE WITHIN SE1/4SE1/4 SECTION 18 T37N R118W LINCOLN COUNTY, WYOMING", dated 20 April 2025.
3. A report prepared by Sunrise Engineering for the annexation report requirements.

It is my understanding that the annexation petition will be scheduled for a meeting with the Alpine Town Council on June 2nd to adopt the resolution acknowledging receipt of the petition.

If you have any questions, please contact me.

Sincerely,
SURVEYOR SCHERBEL, LTD.



Jamie DeCora
enclosures
cc: Josh Springer, Dry Dog Development, LLC (email)

PETITION FOR ANNEXATION
TO THE
TOWN OF ALPINE
LINCOLN COUNTY, WYOMING

ANNEXATION NO. _____

1. The undersigned hereby petitions the Town of Alpine to annex the following described lands as the ALPINE APEX ANNEXATION TO THE TOWN OF ALPINE, in accordance with Section 15-1-402, etc. seq. of Wyoming Statutes, 2025, as amended.
2. Legal description. See attached exhibit.
3. That your petitioner is the owner of the lands described in accordance with the records in the Office of the Clerk of Lincoln County in Book 1046 of Photostatic Records on page 432 and that a hearing is required in accordance with Section 15-1-405.
4. That an exhibit has been prepared by Surveyor Scherbel, Ltd. titled, "ALPINE APEX ANNEXATION TO THE TOWN OF ALPINE" dated 20 April 2025 accompanies this petition depicting the lands to be annexed.
5. That the especial reason for requesting annexation is so that the petitioners may enjoy the advantages of being served by the Town water and sewer. Also, other desirable amenities of the Town as they would become available. It is further noted:
 - i. That the annexation of the area would be for the protection of the health, safety, and welfare of those persons residing in the area and in the Town.
 - ii. That the urban development of the area sought to be annexed would constitute a natural geographical, economical, and social part of the Town.
 - iii. That the area sought to be annexed is a logical and feasible addition to the Town and the extension of basic and other services customarily available to residents of the Town shall, within reason, be available to the area proposed to be annexed.
 - iv. That the area sought to be annexed is contiguous or adjacent to the incorporated limits of the Town of Alpine.
 - v. That the governing body is prepared to designate Lower Valley Energy to serve the annexed area pursuant to Section 15-1-410, and to authorize the designated utility to serve the annexed area.
6. That the proposed area to be annexed will have access via Elkhorn Drive.
7. That utilities such as electrical, power, and telephone are installed within the public roadways and are readily available.

8. That the roadways will be constructed to the standards of the Town.

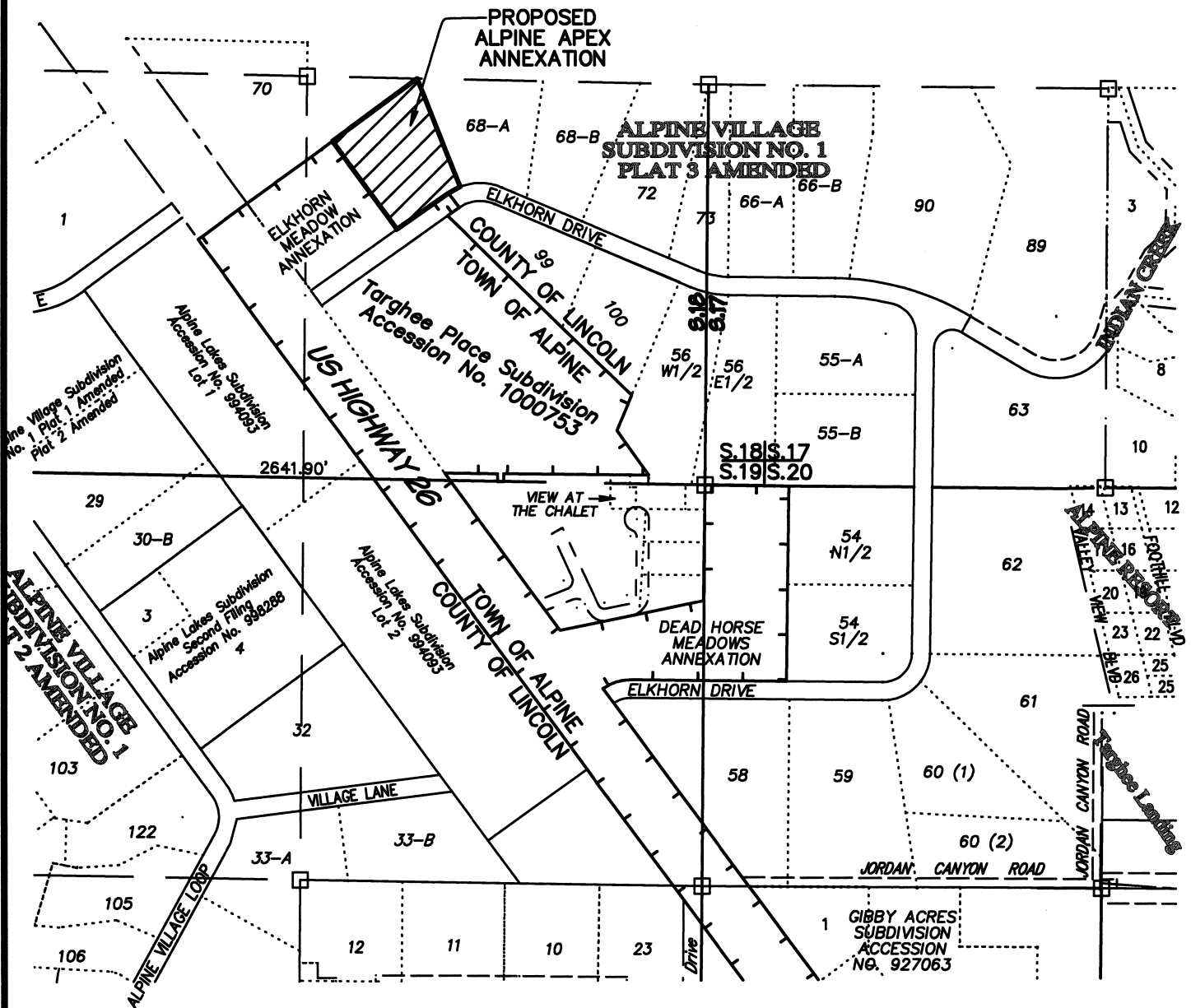
9. It is proposed that the area be zoned MRC- Mixed Residential and Commercial District

It is the prayer of your petitioner that the above-described area be annexed into the Town of Alpine and that the Town adopt an ordinance setting forth such annexation.

Signature page to follow

Exhibit
Legal Description
For Alpine Apex

All of Lot 96 of Alpine Village Subdivision No. 1 Plat 3 Amended – 7th Filing of record in the Office of the Clerk of Lincoln County with Accession No. 930379.



SCALE: 1" = 500'

**ALPINE APEX ANNEXATION
TO THE TOWN OF ALPINE**

Copyright © 2026 by Surveyor Scherbel LTD. All rights reserved.

DATE: 3 March 2026
 DRAWN BY: Kade Beus
 CALCULATED BY: Kade Beus
 CATEGORY/PORT: Town/Alpine/Annex
 FIELD BOOK:
 COMPUTER FILE: AL-APEX-AnnexExhibit.pro



SURVEYOR SCHERBEL, LTD.
 PROFESSIONAL LAND SURVEYORS

BOX 96 BIG PINEY-MARBLETON, WY TEL.276-3347; BOX 725 AFTON, WY TEL.885-9319;
 ALPINE, WY TEL.885-9319; JACKSON, WY TEL.733-5903; LAVA, ID TEL.776-5930

Annexation Report
Alpine Village No. 1 Plat 3 lot 96
April 2026

Prepared by Surveyor Scherbel, Ltd.
and



Creating solutions that work and relationships that last.

1.0 STATEMENT OF PURPOSE AND GENERAL INFORMATION

This document addresses the items required by the Annexation Report Requirements W.S. 15-1-402 c for the Town of Alpine. The Alpine Village Plat 3 Lot 96 Annexation encompasses an area of 2.5 Acres. This parcel is located on the north side of Elkhorn Drive just north of Targhee Place. The proposed property borders the Existing Town to the west and south. The entirety of this parcel is proposed to be annexed into the Town. See Figure 1 in the attachments for a map of the project area.

2.0 INFRASTRUCTURE IMPROVEMENTS (WATER AND SEWER)

The proposed subdivision will receive water and sewer services from the same portion of the Town systems that serve Targhee Place. An existing 4-inch water main is located adjacent to the property along Elkhorn Drive. The nearest 6-inch waterline is located approximately 100 feet to the west of the proposed subdivision and 300 feet to the south along Elkhorn Drive. A 6-inch waterline is required to be served from two locations where fire protection is provided. In this case the existing 6-inch line will be extended into and looped around Alpine Village before tying back into the existing waterline on Elkhorn Drive.

The waterlines in this area of Town are served by the 'Mega Well' system which includes the Excel No. 1 well and water mains. This section of the system is also planned to be connected to the main Town system in the near future. The Alpine water system has the capacity to serve the proposed annexed area and will not require any improvements to infrastructure to serve the proposed area.

The existing Town sewer is located adjacent to the parcel with the nearest existing manhole at the intersection of Targhee Loop and Elkhorn Drive. This sewer will be extended across Elkhorn Drive to be next to the property. New collection lines will be constructed to extend sewer services into the proposed annexation. Figure 2 shows the recommended infrastructure improvements to the proposed parcel to be annexed. The collection lines in this area of Targhee loop are 8" PVC lines that were installed within the Targhee Place Development. Sewer flows in this area are collected to a lift station west of HWY 89. This lift station pumps these flows to the gravity system to the south near Old Alpine County Rd. Flows are then collected to the Town treatment facility. The large lift station was designed to include future flows from developments to the north and will have the capacity to serve the proposed development. The Town sewer plant also has capacity to serve the proposed annexed parcel.

3.0 COST OF IMPROVEMENTS

An engineer's opinion of probable construction cost was prepared for extension of the utilities to the annexed parcel. This is shown in Figure 3 of the attachments. The estimated cost of water and sewer is \$400,000.

These improvements will provide access to Town utilities (water and sewer) that are currently available to its residents. The Town of Alpine requires developers to install the required utilities within the subdivision. These costs will be borne by the property developer and not Town residents.

4.0 WATER AND SEWER RATES

Water and sewer services that are provided by the Town are charged a monthly rate, with water services also charging a per gallon fee. A ¾" water connection is charged \$31.00 per month with a usage fee of \$2.00 per 1,000 gallons. Residential sewer connections are charged \$67.50 per month.

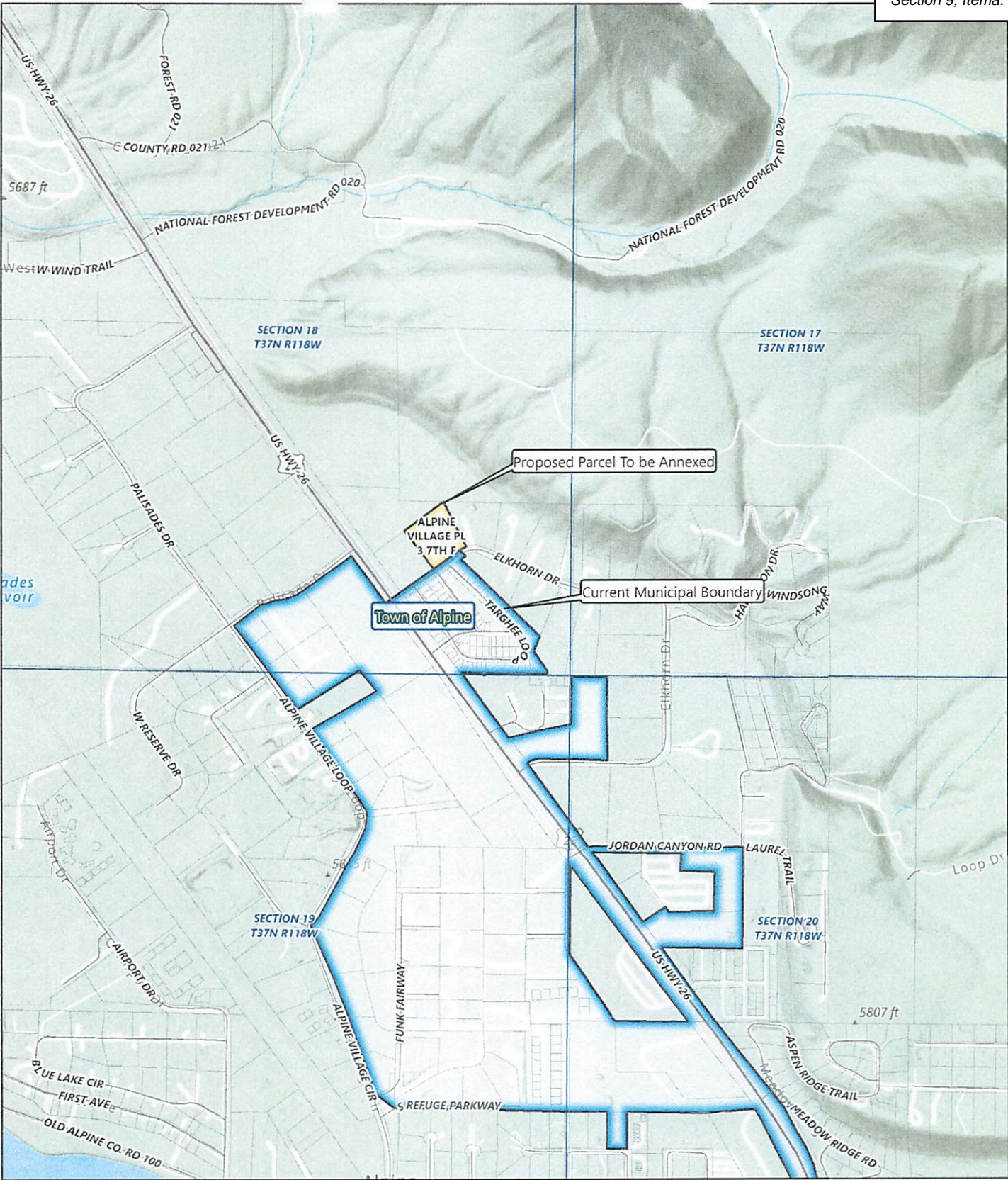
In addition to the monthly sewer and water rates new connections in Alpine Village No. 1 will pay connection fees.

5.0 MUNICIPAL SERVICES AND LEVIES

Basic services provided by the Town include water and sewer services as well as roadway maintenance/snow removal on public streets. Other services are provided by Lincoln County or other private companies such as trash services, electricity and internet/fiber.

The current Mill Levy for the Town of Alpine Wyoming is 5.0 mills. The maximum mill levy for municipalities in Wyoming is 8.0 mills. There are no anticipated increases in Levies in the near future.

6.0 ATTACHMENTS



Proposed Parcel To be Annexed

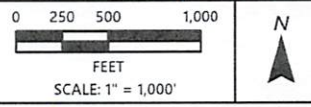
Current Municipal Boundary

Town of Alpine

ALPINE VILLAGE PL 3 7TH F

P:\Surveyor\Scherber\Alpine Apex\GIS\ArcGIS Pro\Alpine Apex\Alpine Apex.aprx, 85x111 PORTRAIT, 3/25/2026 4:35:22 PM kjsmith

- LEGEND**
- TOWNSHIPS
 - SECTIONS
 - LINCOLN COUNTY PARCELS
 - ALPINE VILLAGE PHASE 3 LOT 96
 - TOWN OF ALPINE, WYOMING

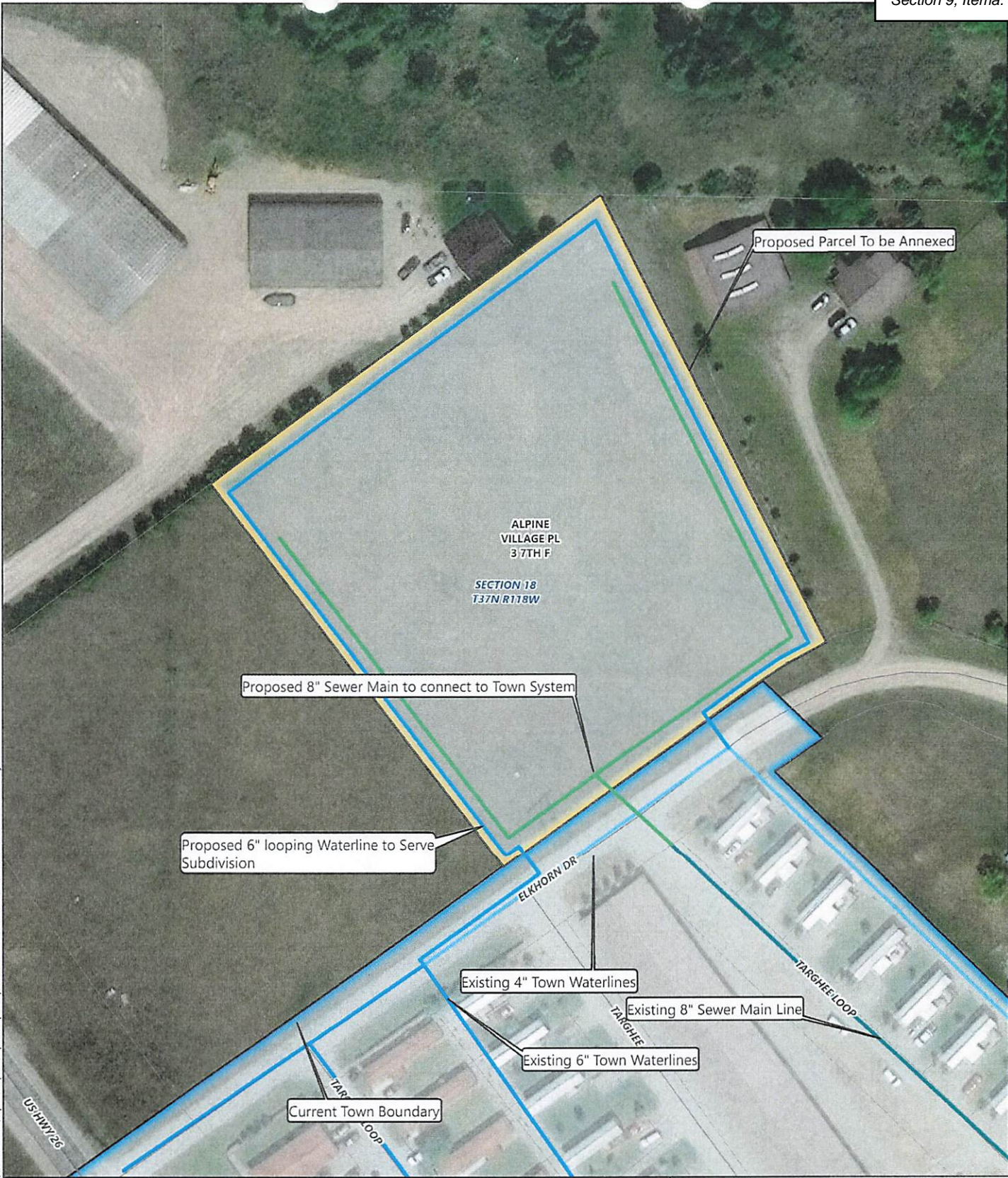


SUNRISE ENGINEERING

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

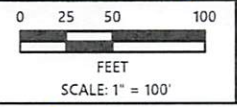
FIGURE 1
ALPINE VILLAGE NO. 1 PLAT 3 LOT 96
MAP OF PROPOSED AREA TO BE ANNEXED

DATE: MARCH 25, 2026



P:\Surveyor Scherba\Alpine Apex\GIS\ArcGIS Pro\Alpine Apex\Alpine Apex.aprx, 85x11 PORTRAIT, 3/26/2026 8:30:40 AM kjsmith

LEGEND	
	LINCOLN COUNTY PARCELS
	ALPINE VILLAGE PHASE 3 LOT 96
	TOWN OF ALPINE, WYOMING
	PROPOSED SEWER LINE
	PROPOSED 6" WATERLINE
	EXISTING SEWER
	EXISTING 6" WATERLINE
	EXISTING 4" WATERLINE



SUNRISE ENGINEERING
 770 S WASHINGTON STREET SUITE A
 AFTON, WYOMING 83110
 TEL 307.885.8500
 www.sunrise-eng.com

FIGURE 2
ALPINE VILLAGE NO. 1 PLAT 3 LOT 96
 MAP OF EXISTING AND PROPOSED
 WATER AND SEWER UTILITIES

DATE: MARCH 26, 2026

SUNRISE ENGINEERING, INC.
 CONSULTING ENGINEERS AND SURVEYORS
Opinion of Probable Construction Cost



Project: Silver Brook Estates Subdivision
 Owner: Twisted Six LLC.

Project No.: S16610
 Date: 3/18/2026
 Sheet: 1 of 1
 By: KJS & RVH

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
WATER SYSTEM					
1	Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000
2	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000
3	Connect to Existing Waterline	2	Each	\$ 5,000.00	\$ 10,000
4	6" PVC C900	2,000	L.F.	\$ 60.00	\$ 120,000
5	Imported Pipe Bedding	2,000	L.F.	\$ 10.00	\$ 20,000
6	6" Gate Valve	6	Each	\$ 3,300.00	\$ 19,800
7	Fire Hydrant Assembly	4	Each	\$ 8,000.00	\$ 32,000
8	Water Service Connection	18	Each	\$ 1,500.00	\$ 27,000
9	Materials Sampling & Testing	1	L.S.	\$ 2,500.00	\$ 2,500
10	Construction Staking	1	L.S.	\$ 2,500.00	\$ 2,500
	SUBTOTAL				\$ 243,800
SEWER SYSTEM					
11	Mobilization	1	L.S.	\$ 14,000.00	\$ 14,000
12	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000
13	8" Sewer Pipe	1,000	L.F.	\$ 70.00	\$ 70,000
14	Imported Pipe Bedding	1,000	L.F.	\$ 10.00	\$ 10,000
15	48" Manhole	3	Each	\$ 10,000.00	\$ 30,000
16	Sewer Service Connection	18	Each	\$ 750.00	\$ 13,500
17	Materials Sampling & Testing	1	L.S.	\$ 5,000.00	\$ 5,000
18	Construction Staking	1	L.S.	\$ 5,000.00	\$ 5,000
	SUBTOTAL				\$ 152,500
	CONSTRUCTION TOTAL				\$ 396,300

Figure 3: Engineers Opinion of Probable Construction Cost

Annexation Report Requirements
W.S. §15-1-402 (c)
Town of Alpine, WY

An annexing municipality shall prepare a proposed annexation report as specified the report at a minimum shall contain:

A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within one-half (1/2) mile of the new corporate limits of the town;

The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation;

A list of basic and other services customarily available to residents of the town and timetable when those services will reasonably be available to the area proposed to be annexed;

- A projected annual fee or service cost for services described in the previous paragraph;
- The current and projected property tax mill levies imposed by the municipality; and
- The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.

Before any territory is eligible for annexation the governing body shall prepare for each landowner and affected public utility so requesting in writing, the estimated cost of infrastructure improvements required of the landowner and affected public utility related to the annexation. This request shall be made not less than ten (10) days prior to the public hearing. The estimate shall be provided prior to the hearing.

**TOWN OF ALPINE
ANNEXATION AGREEMENT
FOR THE
ALPINE LAKES ADDITION**

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2026, by and between the **TOWN OF ALPINE**, a Wyoming municipal corporation (the “**Town**”), whose mailing address is P.O. Box 3070, Alpine, Wyoming 83128; and **PALISADES INVESTMENTS, LLC** (“**Lead Landowner**”), a Wyoming limited liability company, and **THE J.M. MCSWEENEY REVOCABLE TRUST**, who each constitute a “landowner” of the Property for the purposes of W.S. § 15-1-401(a)(ii) are collectively referred to as, the “**Landowner.**”

RECITALS

A. The Landowner owns approximately sixty-one (61) acres of land in Lincoln County that are contiguous to the boundary of the Town (the “**Property**”), which Property is depicted on **Exhibit A** to this Agreement and legally described on **Exhibit B** whose mailing address is to this Agreement. The Landowner constitutes the “landowner” of the Property for the purposes of W.S. § 15-1-401(a)(ii).

B. The Landowner desires and proposes to have the Town annex the Property, to be known as the “Alpine Lakes Addition to the Town of Alpine.”

C. The Landowner and Town desire to enter into this Agreement to establish the terms on which the Landowner shall allow the Town annex the Property, and the Town is willing to enter into this Agreement in order to establish such terms. The provisions of Sections 1, 3 and 13 through 26 and **Exhibit C** of this Agreement (the “**Presently-Enforceable Provisions**”) shall be effective and presently enforceable by and between parties regardless of whether or not the Town approves the annexation of the Property, and regardless of whether the de-annexation pursuant to Section 4 occurs. The Landowner acknowledges and agrees that the Town has not completed the annexation process and that Town will only be obligated to (i) annex the Property and (ii) perform the other than the Presently-Enforceable Provisions upon the Town’s approval of the annexation of the Property pursuant to W.S. §§ 15-1-401 *et seq.*, and in accordance with the Town’s annexation ordinance, Ordinance 2024-001, entitled “Uniform Annexation Process.”

D. On November 17, 2020, that certain Development Agreement Regarding Transfer of Water and Sewer Infrastructure; Recapture of Related Expenses; and Annexation of Subdivisions (the “**Original 2020 Agreement**”) was entered into by the Town, WJW Holdings WY, LLC, Excel Development, LLC, William J. Wiemann, and North Alpine Water Company, which Original 2020 Agreement was recorded with the Lincoln County Clerk on December 9, 2020 as Document 1014045, Book 1002, Page 631. The Original 2020 Agreement was amended on December 20, 2022, pursuant to a First Amendment (the “**2022 Amendment,**” and collectively with the Original 2020 Agreement, the “**2020 Agreement**”). The parties to the 2020 Agreement other than the Town (the “**Water & Sewer Construction and Dedication Parties**”) executed a Partial Assignment of Developer Credits on March 1, 2001, pursuant to which Lead Landowner was assigned the water and sewer connection credits under the 2020 Agreement.

E. The Original 2020 Agreement established certain agreements between the Town and the Water & Sewer Construction and Dedication Parties, where the Water & Sewer Construction and Dedication Parties had constructed various water and sewer infrastructure improvement that were dedicated to the Town and have been used by the Town and its residents, including: a new potable water well with an approximately 3,000 gallon per minute capacity, a new sewer force main and lift station, and other infrastructure.

F. Pursuant to the Original 2020 Agreement, the Town (1) recognized that the Water & Sewer Construction and Dedication Parties expended \$2,700,000 in relation to the design, construction and

installation of water and sewer infrastructure that was for the benefit of the Town and certain land, (2) granted water and sewer connection credits and recapture rights in exchange for that infrastructure, and (3) established that the credits were to be valid through November 16, 2040.

G. The 2022 Amendment revised the Original 2020 Agreement to: (1) reduce the value attributed to the installed infrastructure by approximately \$755,000, (2) fixed the number of wastewater Equivalent Residential Unit (aka ERU) connections at 250.3 ERUs and the number of water residential taps at 277.3, which was a reduction from the previously available credits under the Original 2020 Agreement, (3) suballocated the number of credits that could be used at 180 ERUs and 180 residential water taps, and (4) established that the the credit expiration for the sewer ERUs and residential taps would be December 20, 2040.

H. The Town and the Lead Landowner desire to amend the 2020 Agreement to provide more specificity and advantageous terms to the Town on the terms below, and in exchange for further concessions by the Lead Landowner in relation to the Property and the 2020 Agreement, the Town is willing to exchange certain benefits as to the Property in the form of credits and density as provided in this Agreement.

I. To the extent the annexation of the Property is approved pursuant to the terms of this Agreement, the Landowner, in developing the Property or any portions of the Property, agrees to accomplish such development in accordance with Wyoming law, the Town’s ordinances, and the provisions set forth in this Agreement, which provisions contains certain requirements and conditions for development of the Property in addition to those contained in Wyoming law and the Town’s ordinances.

J. To the extent the annexation of the Property is approved pursuant to the terms of this Agreement, the Town and the Landowner desire to have the Property be zoned pursuant to Town ordinances as either Single-Family Residential (R-1) and Mixed Residential and Commercial (MRC), as shown on **Exhibit D** attached to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledge, Town and Landowner agree as follows:

1. CONTEMPLATED ANNEXATION AND PRESENTLY-ENFORCEABLE PROVISIONS. The Town and the Landowner enter into this Agreement in connection with the initiation of the annexation process for the Property pursuant to W.S. §§ 15-1-401 *et seq.* and the Town’s Uniform Annexation Process ordinance. Execution of this Agreement is a prerequisite to consideration of annexation but does not constitute a guarantee that the Property will be annexed. The Landowner may withdraw its petition for annexation at any time prior to the Town Council’s adoption of an annexation ordinance for the Property. Upon adoption of an annexation ordinance by the Town Council, the annexation shall be a legislative act of the Town and shall become effective only as provided by W.S. § 15-1-408 upon publication of the adopted ordinance. Following adoption of an annexation ordinance, neither party shall have the right under this Agreement to revoke, rescind, or undo the annexation or to require de-annexation of the Property, except pursuant to the express terms of Section 4. The Town shall not be obligated to delay, revoke, or rescind an annexation ordinance except as required by Wyoming law, where the Town has agreed to the provisions of Section 4 as to de-annexation in compliance with Wyoming law. The Presently-Enforceable Provisions shall remain enforceable regardless of whether annexation is ultimately approved and regardless of whether the Property is de-annexed pursuant to the express terms of Section 4; all other provisions shall become effective only upon the effective date of annexation as provided by statute.

2. PURPOSE; RECITALS; DEFINITIONS; RELATIONSHIP TO 2020 AGREEMENT AND RELATED PROVISIONS OF LAW. The recitals above are incorporated into this Agreement. The purpose of this Agreement is to set forth the terms and conditions applicable to the annexation and development of the Property, and, pursuant to the express terms of Section 4, the potential

de-annexation of the Property, consistent with the Town’s Uniform Annexation Process, Land Use and Development Code, and Municipal Master Plan. The definitions set forth in **Exhibit C** are incorporated into this Agreement. Except as expressly stated otherwise, the requirements of this Agreement are in addition to, and not in lieu of, all applicable laws and ordinances. To the extent permitted by law, if a provision of this Agreement conflicts with the 2020 Agreement, this Agreement shall control and shall be deemed to amend and modify the 2020 Agreement as it relates to the Property.

3. AMENDMENT OF 2020 AGREEMENT; SEWER ERUS; RESIDENTIAL WATER TAPS. The provisions of this Section 3 shall apply solely to and benefit the Lead Landowner (subject to assignment pursuant to the terms of Section 14) and shall amend and supersede the provisions of the 2020 Agreement relating to water and sewer connection credits for the Property.

a. Recognition of Connection Credits. The Town acknowledges that the Lead Landowner holds the 180 Water Credits and 180 Sewer Credits for an aggregate initial Water Credit amount of \$630,000.00 and an aggregate initial Sewer Credit amount of \$1,620,000.00 (collectively, the “Credits”), thus totaling \$2,250,000.00.

b. Application of Credits. The Credits shall only be applied to Applicable Water and Sewer Costs. As to each ERU, up to only one Water Credit and one Sewer Credit may be applied. To the extent that the Water Credits or Sewer Credits are applied pursuant to this Agreement, the amount of the Credits, as applicable, shall be reduced on a dollar-for-dollar basis, by the Applicable Water and Sewer Costs to which the Credits are applied. Credits may be applied only to offset the Applicable Water and Sewer Costs as established by the Town’s ordinances in effect at the time a building permit is issued. The Credits shall not apply to, and shall not offset, base rates, readiness-to-serve fees, usage charges, impact fees, or development fees imposed by ordinance that do not qualify as Applicable Water and Sewer Costs as defined in this Agreement.

c. Example. As an example, and not a limitation of the provisions of this Section, for one ERU, and based on the current fees as of the date of this Agreement:

Water Connection Fee for one ERU is	\$1,500.00
Water Capacity Fee is for one ERU is	\$7,925.00
<u>One Water Credit may be applied</u>	<u>(\$3,500.00)</u>
Leaving a cost to connect to water of	\$5,925.00
Sewer Connection Fee for one ERU is	\$1,000.00
Sewer Capacity Fee for one ERU is	\$10,080.00
<u>One Sewer Credit may be applied</u>	<u>(\$9,000.00)</u>
Leaving a cost to connect to sewer of	\$1,080.00

d. Governing Ordinances. Nothing in this Agreement shall be construed to limit the Town’s authority to adopt, amend, or apply such ordinances, provided, however, that to the extent that additional items that constitute Applicable Water and Sewer Costs are adopted by the Town, the Credits may be applied to such additional or amended Applicable Water and Sewer Costs.

e. No Fixed Unit Cost or Cash Monetary Value; No Refund. The Credits do not have any cash value to the extent that the Credits are not applied by the Lead Landowner. It is possible that additional Applicable Water and Sewer Costs or additional Monthly Fees may be adopted by Town, in which event, the Credits may not be sufficient to obtain connection Fees for one-hundred eighty residences without paying amounts required in addition to the application of the Credits. No fixed “unit cost,” fee freeze, escalation, or price protection is created by this Agreement. The value and effect of the Credits shall be determined solely by the ordinances in effect at the time of application.

In no event shall the Lead Landowner be entitled to any cash refund in relation to the Credits or any unused portion of the Credits.

f. Payment of Capacity Fees and Other Charges. Except to the extent that Credits are applied to Applicable Water and Sewer Costs, Lead Landowner shall pay all additional Applicable Water and Sewer Costs and Monthly Fees and all other fees and charges required by ordinance at the time of building permit issuance.

g. Allocation and Expiration of Credits. The Credits may be allocated or reallocated within the Property boundaries, pursuant to an assignment pursuant to Section 14. Unused Credits shall expire on **December 20, 2040**.

h. No Election of Alternative Fee Structures. The Lead Landowner shall not have the right to elect alternative or prior water or sewer fee structures. All fees and charges shall be assessed pursuant to the ordinances in effect at the time they are imposed, subject to the terms of this Section.

4. ZONING; MINIMUM LOT AREA; MINIMUM SETBACKS; ETC.

a. Zoning Classification at Annexation. In connection with the annexation of the Property, the Town and the Landowner acknowledge a shared intent that the Property be considered for zoning classifications generally consistent with **Single-Family Residential (R-1)** and **Mixed Residential and Commercial (MRC)**, as conceptually depicted on **Exhibit D**. Any zoning designation shall be subject to adoption through the Town’s legislative zoning process in effect at the time of annexation. To the extent that the Property is not zoned with the zoning categories as shown in **Exhibit D**, the Lead Landowner shall have the right to terminate this Agreement and to abandon the annexation process by written notice to the Town, and the Town shall provide the Lead Landowner with at least a three (3) business day period prior to annexation in order to exercise that right.

b. High-Density and Mixed-Use Planning Area. The Town and the Landowner acknowledge that the Property is intended to serve as a planning area for higher-density residential and mixed-use development concepts as part of the Town’s ongoing comprehensive master plan and land use review. The Town agrees to consider development standards for the Property that support increased density and flexibility, including but not limited to lot size, setbacks, parking, building height, accessory structures, and mixed-use development, consistent with adopted planning policies and applicable law.

c. Zoning Code Amendments. Any amendments to the Town’s Land Use and Development Code affecting the Property, including amendments addressing minimum lot area, setbacks, parking requirements, building height, accessory structures, or mixed-use conversions, shall be considered and adopted only through the Town’s normal legislative process. Nothing in this Agreement shall be construed as a guarantee that any specific zoning amendment or development standard will be adopted.

d. Conceptual Development Attributes. The development attributes described in this Agreement are intended to reflect conceptual planning goals and potential regulatory options that the Town may consider applying to the Property. Such attributes shall apply to the Property only if and when adopted by ordinance or rezoning action by the Town Council and shall not be deemed vested or guaranteed by this Agreement.

e. Master Plan Authority Reserved. The Landowner acknowledges that the Town is in the process of a comprehensive review of its master plan and zoning framework. The Town expressly retains full authority to adopt, amend, or implement its master plan, zoning ordinances,

and subdivision regulations of general applicability. Future amendments adopted as part of that process may apply to the Property, provided the Town shall act in good faith to consider the Property's role as a higher-density or mixed-use area consistent with adopted planning policies.

f. No Contractual Zoning Freeze or Anti-Downzoning Protection. Nothing in this Agreement shall be construed to prohibit the Town from rezoning or amending zoning or subdivision regulations applicable to the Property. The Town does not agree to maintain any zoning classification, density, or development standard for any fixed period of time, except as otherwise required by applicable law.

g. Vesting. No zoning, density, or development rights shall vest under this Agreement except as provided by Wyoming law.

h. Cooperation. The Town and the Landowner agree to continue to work cooperatively through the annexation, planning, and zoning processes to advance development of the Property in a manner consistent with the Town's long-term planning objectives and the Landowner's development goals.

i. De-Annexation at Lead Landowner Election. Notwithstanding any other term of this Agreement to the contrary, to the extent that the Town adopts an ordinance annexing the Property and zoning the property, the Town shall concurrently adopt an ordinance pursuant to W.S. § 15-1-421(c) providing that the Town approves the de-annexation of the entirety (but not less than the entirety) of the Property to the extent that on or before the date that is 21 months after the date of this Agreement, the Lead Landowner has provided the Town with written notice (a "**De-Annexation Initiation Notice**") that either (a) a Further Zoning Amendment has not been adopted by May 30, 2027 with the Minimum Zoning Attributes (as those terms are defined below) or (b) a Further Zoning Amendment has been adopted prior to the date that is 18 months after the date of this Agreement and the Lead Landowner objects to the provisions of the Further Zoning Amendment, in the discretion of the Lead Landowner. In conjunction with Lead Landowner providing a De-Annexation Initiation Notice, the Lead Landowner shall provide the petition contemplated by W.S. § 15-1-421(c)(i) for the Property. Any De-Annexation Initiation Notice shall be delivered within sixty (60) days after the adoption of a Further Zoning Amendment or the Lead Landowner shall be deemed to have waived its rights to deliver a De-Annexation Initiation Notice in relation to the applicable Further Zoning Amendment. Any de-annexation pursuant to this Section 4(i) shall be subject to the contiguity requirements of W.S. § 15-1-421(c)(iii) and the anti-island requirements of W.S. § 15-1-421(e) being satisfied. The term "**Further Zoning Amendment**" means an amendment of the Town's Land Use and Development Code and zoning map to rezone the Property from the zoning set forth on **Exhibit D**. The term "**Minimum Zoning Attributes**" means zoning having a density of **5.4 residential units per acre of the Property that is zoned for residential uses** as well as **110,000 square feet** of commercial or light industrial development. Upon any de-annexation pursuant to this Section: (i) the Presently-Enforceable Provisions shall remain in full force and effect, (ii) the Credits shall remain in full force and effect on the terms of Section 3, (iii) the Lead Landowner shall have the right to connect to the Town's water and sewer infrastructure and systems for the same charges and rates that are applicable to residents of the Town, subject to the right to apply the Credits, and without the imposition of any requirements that would otherwise be applicable to property outside of the boundary of the Town (as opposed to property located within the Town's boundaries. To the extent that the Lead Landowner has partially assigned any portion of the Credits pursuant to Section 14, then this Subsection 4(i) shall be of no further force and effect; provided, however, that for the purposes of clarity, the Lead Landowner may assign all of the Credits pursuant to Section 14 in conjunction with a sale of all or a portion of the Property owned by the Lead Landowner and in the event of any such full assignment, this Subsection 4(i) shall remain in full force and effect. The Landowner who is not the Lead Landowner hereby specifically agrees and consents to Lead Landowners rights

under this Subsection 4(i) and agrees to cooperate and execute such agreements and consents as may be required in order to complete the de-annexation of the Property to the extent applicable under this Subsection.

5. DENSITY AND DENSITY-BASED ANNEXATION FEE.

a. Density Planning Intent. The Town and the Landowner acknowledge that the Property is proposed to accommodate higher-density residential development and a mix of residential, commercial, and light industrial uses, consistent with the Town’s long-term planning objectives and subject to zoning and development approvals adopted by the Town.

b. Maximum Density; No Minimum Guarantee. Subject to zoning and development approvals, residential development on the Property shall not exceed the greater of **five (5) dwelling units per acre or three hundred fifty (350) dwelling units**, unless otherwise approved by the Town Council through subsequent legislative action. Nothing in this Agreement shall be construed as guaranteeing any minimum level of residential density.

c. Non-Residential Development. Subject to applicable zoning approvals, the Property may be considered for up to **110,000 square feet** of commercial or light industrial development. The location and allocation of residential and non-residential development shall be subject to Town review and approval through the zoning, subdivision, and site plan processes.

d. Annexation Fees. The Landowner shall pay the following fees as a condition to annexation:

- i. Within thirty (30) days after annexation, the Landowner shall pay an annexation fee equal to the Annexation Rate as applied to zoning of the Property established in conjunction with annexation.
- ii. In the event that a Further Zoning Amendment is adopted on or before May 30, 2027, then within thirty (30) days after Lead Landowner has waived or is deemed to have waived its right to deliver a De-Annexation Initiation Notice in relation to the applicable Further Zoning Amendment under Subsection 4(i), the Landowner shall pay an annexation fee equal to the Annexation Rate in relation to the zoning of the Property that was established pursuant to the Further Zoning Amendment, to the extent such zoning density is more intense than the zoning established in conjunction with annexation.

The term “Annexation Rate” means

- Residential: \$400 per approved dwelling unit;
- Commercial or Light Industrial: \$150 per 1,000 square feet of approved floor area.

To the extent that the Property is de-annexed pursuant to Section 4, the fee paid pursuant to Section 5(d)(i) shall be nonrefundable, and no fee shall be payable pursuant to Section 5(d)(ii).

e. Reservation of Legislative Authority. The Town reserves the right to amend annexation fees, density-based fees, or related requirements by ordinance or resolution of general applicability. The annexation fees and standards in effect at the time they are imposed shall control.

f. Accessory Units. Accessory dwelling units shall not be counted toward residential density or annexation fee calculations unless otherwise provided by ordinance.

6. TERMINATION OF PRIOR CONDITIONAL USE PERMIT UPON ANNEXATION.

The Town and the Landowner acknowledge that, as of the date of this Agreement, a portion of the Property is subject to a conditional use permit issued by Lincoln County, Wyoming, identified as File No. 107 PZ 18, approved September 8, 2018 (the “County CUP”). Upon annexation of the Property into the Town, the County CUP shall no longer govern land use, development, or permitting within the annexed area, and all future land use and development of the Property shall be subject to the Town’s zoning, land use, and development ordinances and permitting processes. Nothing in this Agreement shall be construed as an action by the Town to revoke, terminate, or invalidate the County CUP, nor as a representation regarding the legal status of the County CUP under County law. The parties acknowledge that any termination or expiration of the County CUP shall occur, if at all, by operation of law or action of the issuing authority.

7. TRANSFER OF DEVELOPMENT RIGHTS.

a. No Town-Wide Transfer by Contract. The Landowner acknowledges that under Town ordinances in effect as of the date of this Agreement, zoning density, dwelling units, and permissible floor area are regulatory attributes established by ordinance and are not freely transferable between parcels of land within the Town by private agreement.

b. Project-Specific Adjustments. Subject to applicable zoning approvals, the Town may consider adjustments to the distribution of residential density or floor area within the Property through the subdivision, site plan, or zoning processes, provided such adjustments are consistent with adopted ordinances and planning policies.

c. No Off-Site Transfers Without Ordinance. No residential development units, accessory units, or permissible floor area may be transferred from the Property to any other parcel within the Town unless and until the Town adopts an ordinance of general applicability expressly authorizing such transfers and establishing standards, procedures, and receiving areas for such transfers.

d. No Vested or Property Right Created. Nothing in this Agreement shall be construed to create a vested right, property interest, or compensable entitlement in zoning density, dwelling units, or floor area. All such attributes remain subject to regulation by the Town.

8. PHASING AND EXPANSION OF PROPERTY.

a. Phased Development. The Landowner may propose to develop the Property in phases, subject to Town approval through the subdivision, zoning, site plan, and permitting processes. The Town may condition or approve phasing based on infrastructure availability, public services, utilities, traffic, and compliance with applicable ordinances.

b. No Contractual Vesting. Nothing in this Agreement shall be construed to vest development rights, satisfy performance deadlines, or eliminate time requirements by contract. Vesting of any zoning or development rights shall occur only as provided by Wyoming law and applicable Town ordinances.

c. Performance Deadlines. Any deadlines, expiration dates, or performance requirements set forth in this Agreement shall remain enforceable unless expressly modified in writing by the Town. Partial development or phased approvals shall not excuse compliance with such requirements unless approved by the Town.

d. Additional Property; No Automatic Expansion. Any request to include additional property within the scope of this Agreement or the annexation shall require a separate written request and approval by the Town Council through its legislative processes. The Town shall have

sole discretion to approve or deny such requests, and no additional property shall be deemed part of the Property under this Agreement unless expressly approved by amendment.

e. Density for Additional Property. No density, zoning, or development rights shall automatically attach to any additional property. Any density applicable to newly annexed or added property shall be determined through the Town’s zoning and annexation processes in effect at the time of approval.

9. **ROADS.** Upon the construction of roads (as opposed to driveways serving only one or two development units) consistent with the minimum construction standards for roads within the Town, the Town’s inspection of said roads so as to confirm such compliance, and upon an offer of dedication by the Landowner, the Town may accept roads within the Property as publicly dedicated roads, and shall record or otherwise indicate of record the Town’s acceptance of such dedication. The Landowner will work with the Town and the Wyoming Department of Transportation (“**WY DOT**”) to determine whether any additional infrastructure will be required for access to the Property from Highway 26. The Landowner agrees that all road design and construction will be in full compliance with standards of the Town, WY DOT, and any other agencies having jurisdiction. The provisions of this Section are subject to the terms of Section 11.

10. **TOWN APPROVALS.** All public improvements required for development of the Property (“**Infrastructure**”) proposed to be dedicated to the Town by the Landowner, including but not limited to, water and sewer improvements, any public amenities, and all road access required as a part of Landowner’s development of the Property will be subject to Town design review and approval, in accordance with applicable Town ordinances, standards, and procedures. Such approval shall not be unreasonably withheld, provided the proposed Infrastructure complies with all applicable requirements.

11. **PROCESS FOR CONFIRMING TOWN’S WILLINGNESS TO ACCEPT INFRASTRUCTURE.** The Town and Landowner acknowledge that in order for the Landowner to be able to plan development on the Property, in particular in relation to the standard of construction for roads and additional infrastructure to be dedicated to the Town, the Landowner will need certainty as to whether the Town will accept a dedication of roads and additional infrastructure located on the Property. As a result, at any time prior to submitting a plan or permit, the Landowner shall have the right to apply to the Town for a determination of whether the Town will accept a dedication of roads and additional infrastructure located on the Property, and the Town will timely act in relation to a determination. The Town is not bound to agree to accept a dedication pursuant to this Section 11, but to the extent that the Town agrees to accept a dedication and the applicable roads or additional infrastructure located on the Property are constructed otherwise in accordance with applicable Town ordinances, standards, and procedures, the Town shall be bound to accept a dedication of such roads or additional infrastructure.

12. **TOWN COMMITMENTS.** Subject to the Landowner’s compliance with applicable Town ordinances and the provisions of this Agreement, the Town agrees as follows:

a. Plat Review and Approval. The Town shall review and may approve subdivision plats for the Property that comply with applicable Town ordinances, regulations, and procedures.

b. Processing of Applications. The Town shall make reasonable efforts, consistent with applicable law and staffing resources, to timely process applications and permits required for development of the Property.

c. Existing and Transitional Uses. In connection with annexation and subject to applicable ordinances:

i. **Irrigation Well.** The Landowner may continue to operate the existing water well for irrigation purposes on the Property, provided such use complies with applicable law and is limited to irrigation.

ii. **Septic Systems.** Existing septic systems on one-acre lots may continue to operate in compliance with applicable ordinances and without connecting to Town sewer systems; provided, however, that upon the failure of an existing septic system, the lot shall then be subject to applicable Town sewer connection requirements.

13. **DEFAULT.**

a. **Landowner Default.** If the Landowner fails to comply with any material term or condition of this Agreement, the Town shall provide written notice describing the default. Except where immediate action is required to protect public health, safety, or welfare, or to enforce Town ordinances or applicable law, the Landowner shall have thirty (30) days from receipt of such notice to cure the default. If the default cannot reasonably be cured within thirty (30) days, the Landowner shall have such additional time as may be reasonably necessary to cure the default, provided the Landowner commences cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the Landowner's failure to timely cure, or where immediate action is otherwise authorized, the Town may exercise any one or more of the following remedies, which remedies are cumulative and in addition to all other rights and remedies available to the Town under this Agreement, Town ordinances, or applicable law:

i. **Refusal to Accept Infrastructure.** Refuse to accept dedication, ownership, or maintenance of any Infrastructure within the Property. Any future acceptance of Infrastructure shall be subject to full compliance with Town standards, inspections, and formal acceptance by the Town in its discretion.

ii. **Stop Work Orders.** Issue stop work orders or take other enforcement action as authorized by Town ordinances or applicable law. Any stop work order shall remain in effect until the Town determines that the applicable violations have been cured and all other requirements of law are satisfied.

iii. **Legal or Equitable Relief.** Pursue injunctive relief, declaratory relief, or other equitable remedies as permitted by law, provided, however, that other than the express remedies set forth in Section 13(a)(i) and (ii) the Town's remedies for an uncured breach by the Town shall be limited to declaratory or injunctive relief (including an injunction to pay amounts due from Landowner under this Agreement, as permitted by law. The Town shall have no right to recover monetary damages against the Landowner.

Nothing in this Agreement shall be construed to limit the Town's police powers, legislative authority, or its ability to enforce its ordinances, resolutions, rules, or regulations.

b. **Town Default.** If the Town fails to comply with a material, non-legislative obligation expressly set forth in this Agreement, the Landowner shall provide written notice describing the alleged failure. The Town shall have thirty (30) days from receipt of such notice to cure, or such additional reasonable time as may be necessary if the Town commences cure within the initial period and thereafter diligently pursues cure. The Landowner's remedies for an uncured breach by the Town shall be limited to declaratory or injunctive relief, as permitted by law. The Landowner shall have no right to recover monetary damages against the Town.

c. **Limitation of Liability.** In no event shall either party be liable to the other for consequential, special, or punitive damages.

14. ASSIGNMENT; BINDING EFFECT; COVENANTS APPURTENANT TO THE LAND.

a. Assignment of Agreement. Lead Landowner may assign this Agreement, in whole or in part, in conjunction with the transfer of portion of the Property, without any requirement for the consent of the Town, pursuant to terms of an assignment agreement that meets the requirements of Section 14 of this Agreement. Palisades Investments, LLC (its successors) may (i) partially or wholly assign the Credits to any other owner of a portion of the Property, and (ii) assign in whole, but not in part, its designation as “Lead Landowner” to a future owner of the Property to whom Palisades Investments, LLC (or its successors) assigns a portion of the Credits, pursuant to terms of an assignment agreement that meets the requirements of Section 14 of this Agreement. In all events, any Lead Landowner must be an owner of a portion of the Property. Any assignee shall execute a written assumption agreement, in a form commercially reasonable acceptable to the Town, agreeing to be bound by the terms of this Agreement. To the extent that the Landowner seeks to assign this Agreement to an entity or person that does not have a direct or indirect ownership interest in the Property at the time of assignment, or in relation to an assignment not specifically contemplated pursuant to the above provisions, then such assignment shall be subject to the consent of the Town, not to be unreasonably withheld, delayed or denied.

b. No Automatic Assignment. No assignment shall be effective unless and until the required assumption documents have been executed and delivered.

c. Covenants Running with the Land. Those covenants and conditions of this Agreement that are intended by their nature to run with the land shall run with the Property and bind successors in interest. Contractual rights, credits, density provisions, fee provisions, and procedural benefits shall not run with the land except as expressly provided in this Agreement.

d. No Waiver of Town Authority. Nothing in this Section shall be construed to limit the Town’s authority to enforce this Agreement, its ordinances, or applicable law against any owner of the Property.

e. Assignment of Record. At the request of a Landowner, the Town shall acknowledge, in a form that may be recorded, an assignment conforming with the provisions of this Section.

15. CONSTRUCTION; RELATIONSHIP TO ORDINANCES; COOPERATION.

a. Relationship to Ordinances. This Agreement sets forth project-specific terms applicable to the Property and is intended to supplement, not supersede, applicable Town ordinances. In the event of a conflict between this Agreement and any Town ordinance or applicable law, the ordinance or law shall control.

b. No Limitation on Legislative or Regulatory Authority. Nothing in this Agreement shall be construed to limit or waive the Town’s legislative, regulatory, or police powers, including the authority to adopt, amend, or enforce ordinances of general applicability.

c. Interpretation. This Agreement shall be construed according to its plain meaning and not against either party by reason of authorship.

d. Intergovernmental Cooperation. If approvals from other governmental agencies are required for subdivision or development of the Property, the Town and the Landowner agree to cooperate in good faith to facilitate such approvals, to the extent permitted by law.

e. Conditions on Approvals. The Town may impose reasonable conditions on approvals, permits, or authorizations related to the Property as required by applicable ordinances, standards, or law. Nothing in

this Agreement shall prevent the Town from requesting amendments or modifications to this Agreement where necessary to address changed circumstances or legal requirements.

16. **NOTICES.** Any notice required by the Agreement shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing such notice shall be mailed by certified mail, return receipt requested, postage prepaid, or overnight delivery and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner or, if sent by overnight delivery, upon delivery or refusal of delivery.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Wyoming.

18. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits attached hereto, contains the entire agreement of the parties, and supersedes any prior promises, representations, warranties, discussions, or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement.

19. **HEADINGS.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

20. **NO THIRD-PARTY RIGHTS.** The obligations of Landowner set forth herein shall not create any rights in and/or obligations to any persons or parties other than the Town. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

21. **RECORDATION.** This Agreement shall be recorded in the Lincoln County, Wyoming land records.

22. **RELATIONSHIP.** Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties hereto except as expressly provided herein..

23. **SEVERABILITY.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. **AMENDMENT.** This Agreement may be amended only in writing signed by the parties hereto.

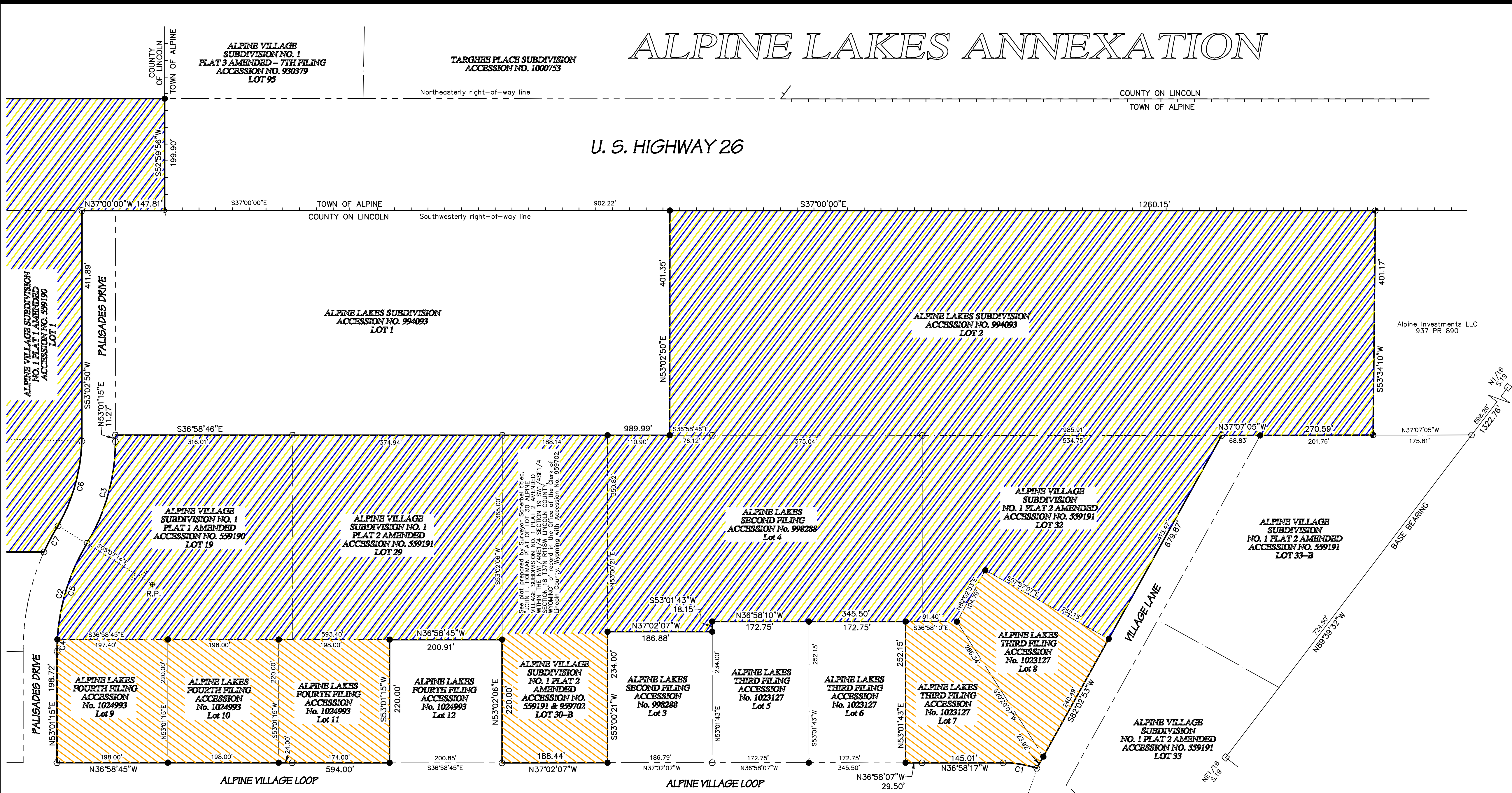
25. **EFFECTIVE DATE.** This Agreement shall become valid and binding only upon its approval by the Town Council of the Town, and upon its execution by the Mayor, and upon recordation in the land records of Lincoln County, Wyoming.

26. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to the Town under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, or other applicable law. Any claim arising under this Agreement shall be subject to the procedures, limitations, and liability caps set forth in the Wyoming Governmental Claims Act. The foregoing does not modify the right of the Landowners to enforce this contract by an action based solely on the express terms of this contract, otherwise subject to the terms of the Wyoming Governmental Claims Act.

[Separate signature pages follow.]

EXHIBIT A
DEPICTION OF PROPERTY

ALPINE LAKES ANNEXATION



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 persons under my supervision during November 2023 and from records in the Office of the Clerk of Lincoln County and that it correctly represents **ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**;

That part of the S1/2SE1/4 of Section 18 and that part of the N1/2NE1/4, Section 19, T37N R118W, Lincoln County, Wyoming, being all of Lot 2 of Alpine Lakes Subdivision of record in the Office of the Clerk of Lincoln County with Accession No. 994093, part of Lot 4 of Alpine Lakes Second Filing, of record in said Office with Accession No. 998288, all of Lots 7 and 8 of Alpine Lakes Third Filing, of record in said Office with Accession No. 1023127, all of Lots 9, 10, and 11 of Alpine Lakes Fourth Filing, of record in said Office with Accession No. 1024993, part of Lot 19 of Alpine Village Subdivision No. 1 Plat 1 Amended with Accession No. 559190, part of Lots 29 and 32 of Alpine Village Subdivision No. 1 Plat 2 Amended with Accession No. 559191, and all of Lot 30-B as depicted on that plat of record in said Office with Accession No. 959702, secondarily described as follows:

COMMENCING at the southeast corner of said N1/2NE1/4 and running thence N89°-39'-32"W, 598.26 feet, along the south line of said N1/2NE1/4, to the southeast rebar of Lot 33-B as depicted on an unrecorded plat, prepared by Surveyor Scherbel, Ltd. titled: "WILLIAM R. HOOPER PLAT OF LOT 33 ALPINE VILLAGE SUBDIVISION NO. 1 PLAT 1 AMENDED WITHIN THE NE1/4 SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING", dated 1 November 1993, identical with the south rebar of that tract of record in said Office in Book 937 of Photostatic Records on page 890;

thence N37°-07'-05"W, 175.81 feet, along the east line of said Lot 33-B, to the south pipe of said Lot 2, identical with the west pipe of said tract in Book 937, being the PIPE OF BEGINNING;

thence continuing N37°-07'-05"W, 270.59 feet, along the southwesterly line of said Lot 2, to the south rebar of said Lot 32, on the north line of Village Lane;

thence S82°-02'-53"W, 679.87 feet, along said north line, to the south rebar of said Lot 7, at the beginning of a non-tangent circular curve to the left whose radius bears S71°-58'-18"W;

thence northwesterly, 61.04 feet, along the arc of said curve, identical with the northerly right-of-way line of Alpine Village Loop through a central angle of 19°-25'-43", having a radius of 180.00 feet, with a chord bearing N27°-44'-34"W, 60.74 feet, to a rebar;

thence N36°-58'-17"W, 145.01 feet, along said right-of-way line, to a rebar;

thence N36°-58'-07"W, 29.50 feet, along said right-of-way line, to the west point of said Lot 7;

thence N53°-01'-43"E, 252.15 feet, along the northwesterly line of said Lot 7, to the north point thereof, on the northeasterly line of said Alpine Lakes Third Filing;

thence N36°-58'-10"W, 345.50 feet, along said northeasterly line, to the north point of said Third Filing;

thence S53°-01'-43"W, 18.15 feet, along the northwesterly line of said Third Filing, to the east point of Lot 3 of said Alpine Lakes Second Filing;

thence N37°-02'-07"W, 186.88 feet, along the northeasterly line of said Lot 3, to the north point thereof;

thence S53°-00'-21"W, 234.00 feet, along the northwesterly line of said Lot 3, to the west point thereof, on said northeasterly right-of-way line of Alpine Village Loop;

thence N37°-02'-07"W, 188.44 feet, along said right-of-way line, to the south rebar of Lot 12 of said Fourth Filing;

thence N53°-02'-06"E, 220.00 feet, along the southeasterly line of said Lot 12, to the east point thereof;

thence N36°-58'-45"W, 200.91 feet, along the northeasterly line of said Lot 12, to the north point thereof;

thence S53°-01'-15"W, 220.00 feet, along the northwesterly line of said Lot 12, to the west point thereof, on said northeasterly right-of-way line;

thence N36°-58'-45"W, 594.00 feet, along said right-of-way line, to the west rebar of said Lot 9, on the southeasterly right-of-way line of Palisades Drive;

thence along said right-of-way line as follows:

N53°-01'-15"E 198.72 feet, to a rebar at the beginning of a circular curve to the right;

Easterly 202.89 feet, along the arc of said curve, through a central angle of 31°-00'-00", having a radius of 353.12 feet, with a chord bearing N68°-31'-15"E, 200.43 feet, to a rebar, at the beginning of a circular curve to the left;

Easterly 191.06 feet, along the arc of said curve, through a central angle of 31°-00'-00", having a radius of 353.12 feet, with a chord bearing N68°-31'-15"E, 188.73 feet, to a rebar;

N53°01'-15"E, 11.27 feet, to the north rebar of said Lot 19, identical with the west rebar of Lot 1 of said Alpine Lakes Subdivision, and leave said right-of-way line;

thence S36°-58'-46"E, 989.99 feet, along the southwesterly line of said Lot 1, to the south point thereof, identical with the west point of said Lot 2;

thence N53°-02'-50"E, 401.35 feet, along the northwesterly line of said Lot 2, to the north point thereof, on the southwesterly right-of-way line of U.S. Highway 26;

thence S37°-00'-00"E, 1260.15 feet, along said right-of-way line, to the east pipe of said Lot 2, identical with the north pipe of said tract in Book 937;

thence S53°-34'-10"W, 401.17 feet, along the southeasterly line of said Lot 2, identical with the northwesterly line of said tract in Book 937, to the PIPE OF BEGINNING;

ENCOMPASSING a net area of 32.87 acres, more or less;

AND

CONTINUED ON SHEET 2 OF 2

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING }
 } ss.
COUNTY OF LINCOLN }

It is hereby certified that the **ALPINE LAKES ANNEXATION TOWN OF ALPINE** was approved by Ordinance No. _____

Signed and dated at Alpine, Wyoming on _____ 2025.

Attest: _____
Town of Alpine

Monica 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.

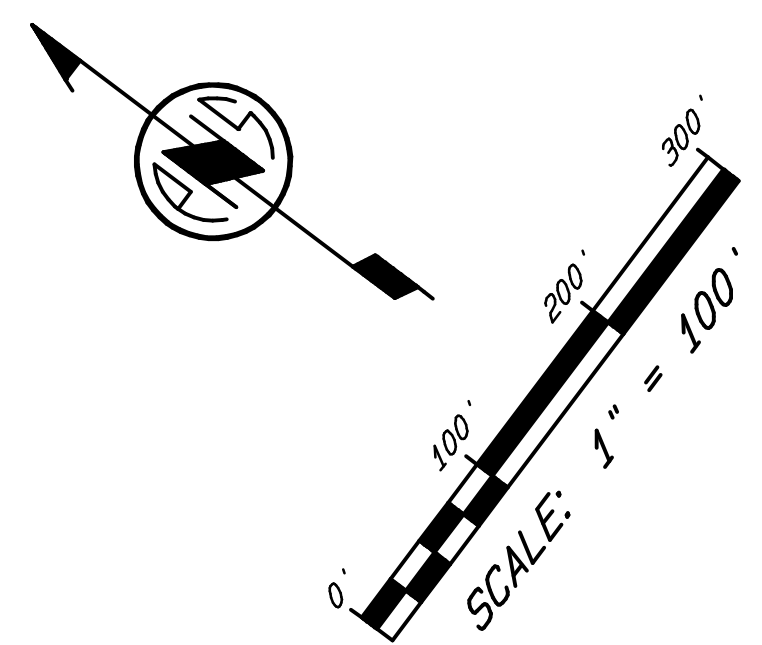
April Brunski, Clerk

PLAT TO ACCOMPANY ORDINANCE NO. _____
ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE
WITHIN THE

E1/2SW1/4 NW1/4SE1/4
S1/2SE1/4 SECTION 18
N1/2NE1/4 SECTION 19
T37N R118W
LINCOLN COUNTY, WYOMING

CURVE TABLE

CURVE	LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD	TANGENT
C1	61.04'	19°25'43"	180.00'	N27°44'34"W	60.74'	30.81'
C2	202.89'	31°00'00"	375.00'	N68°31'15"E	200.43'	104.00'
C3	191.06'	31°00'00"	353.12'	N68°31'15"E	188.73'	97.93'
C4	21.29'	31°5'11"	375.00'	S54°38'50"W	21.29'	10.65'
C5	181.60'	27°44'49"	375.00'	S70°08'50"W	179.83'	92.62'
C6	158.44'	28°05'50"	323.10'	S68°41'14"W	156.86'	80.85'
C7	53.21'	7°00'34"	434.97'	S81°22'28"W	53.18'	26.64'
C8	302.33'	1°31'30"	11359.45'	S36°12'41"E	302.32'	151.17'
C9	309.60'	1°32'04"	11559.46'	S36°12'43"E	309.59'	154.81'
C10	394.58'	1°59'25"	11359.45'	S34°27'14"E	394.56'	197.31'
C11	400.13'	1°59'00"	11559.46'	S34°27'11"E	400.11'	200.09'



ADVANCE PLAT
SUBJECT TO CORRECTION
AND APPROVAL

- LEGEND**
- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
 - △ Indicates a 6" x 6" concrete post with brass cap inscribed: "STATE HIGHWAY DEPT. R.O.W. MARKER", with appropriate details, found.
 - indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD.", and other details, found this survey.
 - indicates a 5/8" steel reinforcing rod with an aluminum survey-kap survey marker inscribed: "LS 526", found.
 - ⊙ indicates a 2" aluminum cap inscribed: "LOYD B. BAKER & ASSOCIATES PE/LS 698 THAYNE WYOMING", found.
 - ⊗ indicates a calculated position, no monument found or set.
 - ⊠ indicates a platted lot line or deed line of record.
 - indicates a right-of-way line.
 - ▨ indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Mixed Residential and Commercial (MRC) Zone.
 - ▩ indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Single Family Residential (R-1) Zone.

The Base Bearing for this survey is the south line of the NE1/4NE1/4 of Section 19 T37N R118W, being N89°-39'-32"W.

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

DATE: 20 August 2025
DRAWN BY: Kade Beus
CALCULATED BY: Kade Beus
CATEGORY/PART: AL/Alpine Lakes Annexation
FIELD BOOK:
COMPUTER FILE: AlpineLakes ANNEX-2nd.pro

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS

BOX 96 BIG BEND DRIVE-MARBLETON, WYO 83119 TEL 307-276-3347
BOX 725 AFTON, WYO 83110 TEL 307-285-9319 ALPINE, WYO 83129 TEL 307-285-9319
JACKSON, WYO TEL 307-733-5903; LAVA, ID TEL 208-776-5930; MONTPELIER, ID TEL 208-847-2800

REVISIONS:

ALPINE LAKES ANNEXATION

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss.
 COUNTY OF LINCOLN }

CONTINUED FROM SHEET 1 OF 2

That part of the E1/2SW1/4 and the W1/2SE1/4 of Section 18, T37N R118W, Lincoln County, Wyoming, being all of Lots 1-4 of Alpine Village Subdivision No. 1 Plat 1 Amended of record in the Office of the Clerk of Lincoln County with Accession No. 559190 and that part of U.S. Highway 26, described as follows:

BEGINNING at the west position of Elkhorn Meadow Annexation, of record in said Office with Accession No. 1025136, on the southwesterly right-of-way line of said U.S. Highway 26, being N37°-00'-00"W, 902.22 feet, from the north point of Lot 2 of Alpine Lakes Subdivision, of record in said Office with Accession No. 994093;

thence N37°-00'-00"W, 147.81 feet, along said right-of-way line, to the east rebar of said Lot 1, on the northwesterly right-of-way line of said Palisades Drive;

thence along said right-of-way line as follows:

S53°-02'-50"W, 411.89 feet, to a rebar at the beginning of a non-tangent circular curve to the right, whose radius bears N35°-21'41"W;

westerly, 158.44 feet, along the arc of said curve, through a central angle of 28°-05'-50", having a radius of 323.10 feet, with a chord bearing S68°-41'-14"W, 156.86 feet, to a rebar at the beginning of a non-tangent circular curve to the left, whose radius bears S05°-07'-14"E;

westerly, 53.21 feet, along the arc of said curve, through a central angle of 7°-00'-34", having a radius of 434.97 feet, with a chord bearing S81°-22'-28"W, 53.18 feet, to the south rebar of said Lot 1, identical with the east rebar of Alpine Village Subdivision No. 1 Plat 1 Amended 3rd Filing, of record in said Office with Accession No. 1018659, and leave said right-of-way line;

thence N37°-03'-24"W, 622.47 feet, along the northeasterly line of said 3rd Filing, to the north rebar thereof;

thence N37°-01'-16"W, 42.19 feet, along the southwesterly line of Lot 2 of said Plat 1 Amended, to the west rebar thereof, identical with the south rebar of said Lot 3;

thence N37°-01'-47"W, 359.97 feet, along the southwesterly line of said Lot 3, to the west rebar thereof, identical with the south rebar of said Lot 4;

thence N36°-59'-04"W, 193.99 feet, along the southwesterly line of said Lot 4, to the north rebar of Lot 6 of said Plat 1 Amended;

thence N37°-07'-54"W, 181.65 feet, along the southwesterly line of said Lot 4, to the west rebar thereof;

thence N54°-28'-50"E, 316.88 feet, along the northwesterly line of said Lot 4, to the east rebar of Lot 7 of said Plat 1 Amended, identical with the south rebar of that tract of record in said Office in Book 440 of Photostatic Records on page 537;

thence N55°-16'-56"E, 298.60 feet, along the southeasterly line of said tract in Book 440, to the east rebar thereof, identical with the north rebar of said Lot 4 on said southwesterly right-of-way of U.S. Highway 26;

thence continuing N55°-16'-56"E, 200.08 feet, along the northeasterly extension of the southeasterly line of said tract in Book 440, to a position on the northwesterly right-of-way line of said U.S. Highway 26, at the beginning of a non-tangent circular curve to the left, whose radius bears N54°-33'-04"E;

thence southeasterly, 304.84 feet, along the arc of said curve, through a central angle of 1°-32'-15", having a radius of 11359.45 feet, with a chord bearing S36°-12'-18"E, 304.83 feet, to Marker Sta. PT 1845+01.45 100'LT;

thence S36°-59'-41"E, 1285.77 feet, along said right-of-way line, to the west point of Lot 95 of Alpine Village Subdivision No. 1 Plat 3 Amended-7th Filing, of record in said Office with Accession No. 930379, on the northwesterly line of said Annexation;

thence S52°-59'-56"W, 199.90 feet, along said northwesterly line, to the POSITION OF BEGINNING;

ENCOMPASSING a net area of 27.65 acres, more or less;

TOTAL AREA of 60.52 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;

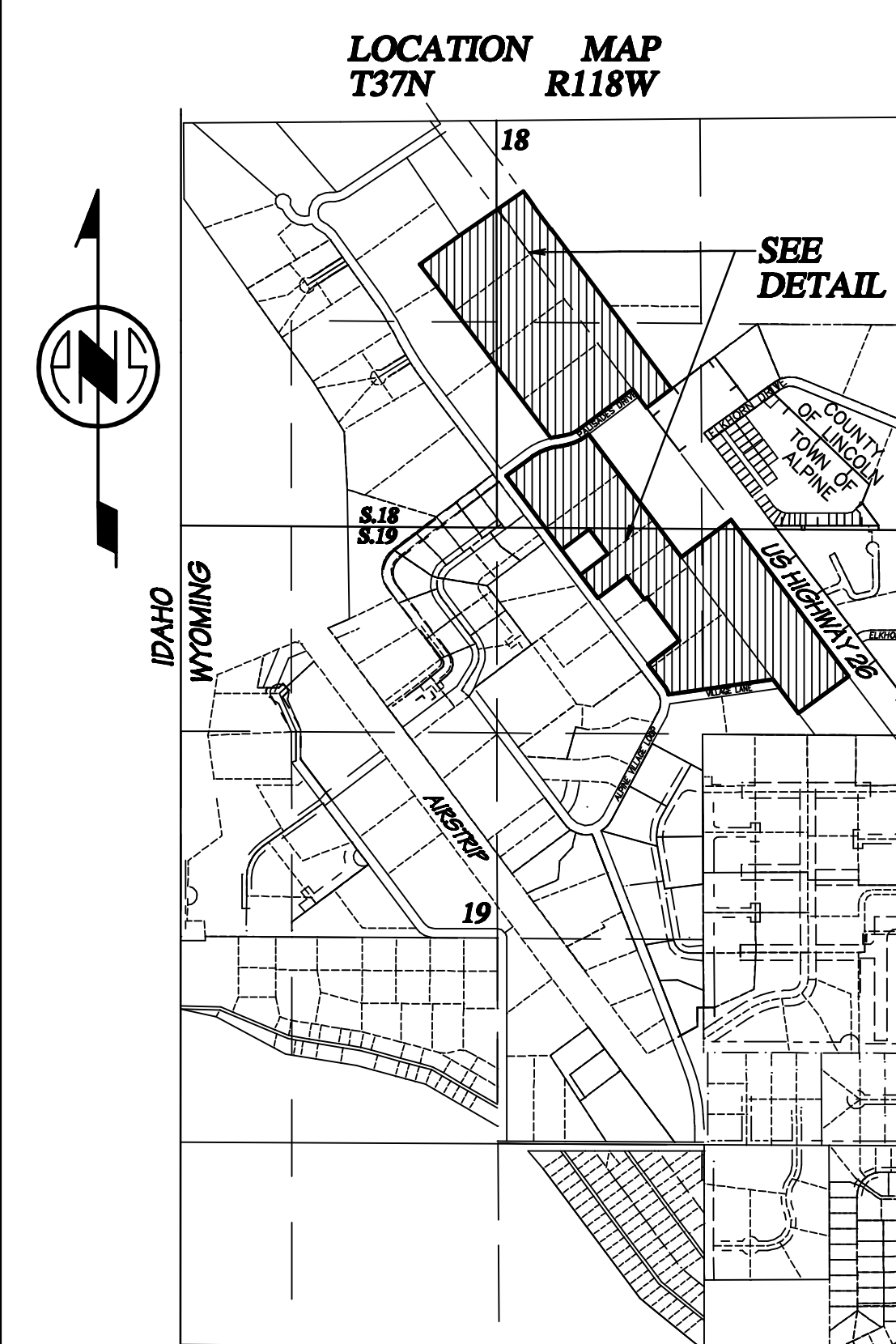
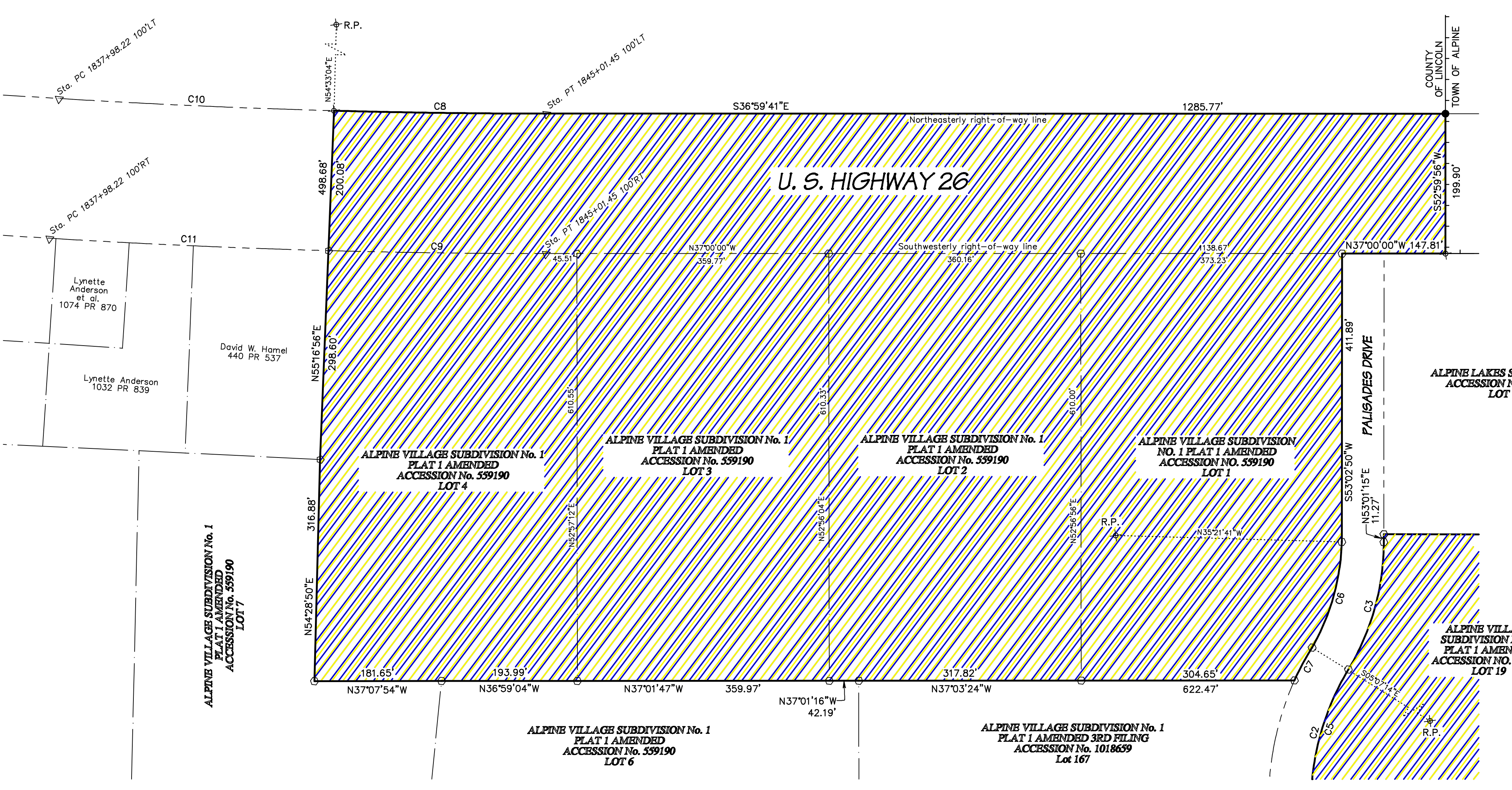
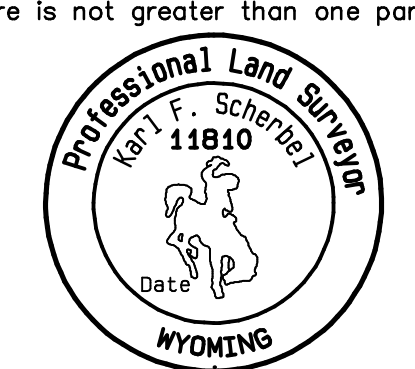
that the error of closure is not greater than one part in five-thousand.

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: _____



- LEGEND**
- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
 - △ Indicates a 6" x 6" concrete post with brass cap inscribed: "STATE HIGHWAY DEPT. R.O.W. MARKER", with appropriate details, found.
 - Indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD", and other details, found this survey.
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 - ⊙ Indicates a 2" aluminum cap inscribed: "LLOYD B. BAKER & ASSOCIATES PE/LS 698 THAYNE WYOMING", found.
 - ⊗ Indicates a calculated position, no monument found or set.
 - Indicates a platted lot line or deed line of record.
 - - - Indicates a right-of-way line.
 - ▨ Indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Mixed Residential and Commercial (MRC) Zone.
 - ▩ Indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Single Family Residential (R-1) Zone.

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C5	181.60'	27°44'49"	375.00'	S70°08'50"W	179.83'	92.62'
C6	158.44'	28°05'50"	323.10'	S68°41'14"W	156.86'	80.85'
C7	53.21'	7°00'34"	434.97'	S81°22'28"W	53.18'	26.64'
C8	302.33'	1°31'30"	11359.45'	S36°12'41"E	302.32'	151.17'
C9	309.60'	1°32'04"	11559.46'	S36°12'43"E	309.59'	154.81'
C10	394.58'	1°59'25"	11359.45'	S34°27'14"E	394.56'	197.31'
C11	400.13'	1°59'00"	11559.46'	S34°27'11"E	400.11'	200.09'

ADVANCE PLAT
 SUBJECT TO CORRECTION
 AND APPROVAL

PLAT TO ACCOMPANY ORDINANCE NO. _____
ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE
WITHIN THE
E1/2SW1/4 NW1/4SE1/4
S1/2SE1/4 SECTION 18
N1/2NE1/4 SECTION 19
T37N R118W
LINCOLN COUNTY, WYOMING

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

[Lot numbers to be inserted from Exhibit A]

EXHIBIT C

DEFINITIONS

The following capitalized terms have the definitions set forth below, for the purposes of this Agreement. For the purposes of consistency, the Town and Landowner have used certain of the following definitions because they are the same definitions that have been used in recent ordinances adopted by the Town, as noted below.

1. “**Applicable Water and Sewer Costs**” means, as to either water or sewer/wastewater, as applicable, any Capacity Fee, Sewer Connection Fee, Water Connection Fee or other Cost-to-Connect Charges.
2. “**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.

The above definition is the same definition as in Town Ordinance 2025-014.

Capacity Fees include both Water Capacity Fees and the Sewer/Wastewater Capacity Fee as defined in this **Exhibit C**.

3. “**Cost-to-Connect Charges**” means one-time charges imposed by the Town of Alpine in order for a landowner to be able to (a) submit an application for water and sewer services of the Town of Alpine, or (b) be able to connect to water and sewer services of the Town of Alpine. Cost-to-Connect Charges shall not include any ongoing or regular usage fees that are customarily billed for ongoing water and sewer delivery and acceptance monthly, quarterly, or annually.
4. “**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.

The above definition is the same definition as in each of Town Ordinances 2025-012, 2025-013 and 2025-014.

5. “**Individual Connection**” means the physical connection of a property’s water service line or sewer lateral to the Town’s water distribution main or sewer collection main, establishing service from the Town’s utility system to the Property.
6. “**Lead Landowner**” means Palisades Investments, LLC, a Wyoming limited liability company, whose mailing address is P.O. Box 3930, Alpine, Wyoming, 83128, and its successors and assigns pursuant to Section 14.
7. “**Sewer Connection Fee**” means 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.

The above definition is the same definition as in Town Ordinance 2025-012.

8. “**Sewer Credit**” means a credit equal to one (1) ERU of sewer service capacity, each with a value of Nine Thousand Dollars (\$9,000.00) per ERU.
9. “**Residential Water Tap**” means a water service connection from the Town’s water distribution main to serve a single residential dwelling unit consisting of a three-quarter inch (3/4”) service line and meter.
10. “**Water Connection Fee**” means 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.

The above definition is the same definition as in Town Ordinance 2025-012.

11. “**Water Credit**” means a credit equal to one (1) ERU of water service capacity, with a value of Three Thousand Five Hundred Dollars (\$3,500.00) per ERU.

EXHIBIT D

ZONING CLASSIFICATION AT ANNEXATION



From: Drew Hale <drew.hale@spwyo.com>
Sent: Tuesday, May 19, 2026 12:50 PM
To: Eric Green <mayor@alpinewy.gov>; Monica Chenault <clerk@alpinewy.gov>
Subject: Alpine Flats Town Council Request

Mayor Green and Ms. Chenault,

I am emailing to request that Alpine Flats be placed on tonight's agenda (May 19, 2026) to ask the Council to approve a 12-month extension on the Building 3&4 permits beyond the June 12, 2027 expiration date, when our last extension officially runs out.

Our new lender would be comfortable if we have 2 years from now to complete those buildings under the current permits. If permissible, we are scheduled to be able to startup construction on this development sometime in June 2026.

We understand that the stall in forward progress has been frustrating for the Town and residents, and it has been for us as well. We are now at the finish line; this extension would greatly help us make up previously lost time and ensure progress moving forward.

I understand this is a last minute addition to the agenda, but time is of the essence as we need direction for our lender sooner than later. I appreciate your consideration and look forward to your response.

Respectfully,

Drew Hale
Sundance Properties
M: (575) 815-9105



Town of Alpine
Planning & Zoning Administrator Report to Town Council
Alpine Flats – Permit Extension Request

TO:

Mayor and Town Council

FROM:

Gina Corson, Planning & Zoning Administrator

DATE:

May 28, 2026

SUBJECT:

Request for Additional Permit Extension Time – Alpine Flats Buildings #3 and #4

BACKGROUND

Original building permits for Alpine Flats Buildings #3 and #4 were issued in June 2024. Pursuant to the Town’s adopted permit extension provisions, a one-year extension permit for each building was issued in June 2025.

Under the current regulations, each building remains eligible for one (1) additional one-year extension permit. The cost for each extension permit is \$3,000.00.

The applicant has expressed concern that the projects may not be completed prior to the expiration of the second extension period and has indicated the desire to approach the Town Council regarding the possibility of extending the final extension period by approximately six (6) additional months, effectively extending the permits through the end of 2027.

STAFF ANALYSIS

In the staff’s opinion, the primary issue is not whether the Town could administratively accommodate such a request, but rather whether the Town should grant an exception to the currently adopted extension limitations and, if so, what an appropriate fee structure for that concession should be.



The Town’s permit extension limitations exist for several reasons, including:

- ensuring projects progress toward completion within a reasonable timeframe;
- maintaining consistency and fairness in permit administration;
- accounting for changing construction costs and regulatory conditions over time;
- and avoiding indefinite continuation of permits under outdated fee structures.

Staff believes there is value in maintaining consistency with the Town’s adopted regulations. Exceptions to permit duration limitations may create precedent concerns and could result in future applicants seeking similar accommodations.

As background, the Alpine Flats Development Agreement included provisions locking the first five (5) buildings into the 2016 building permit fees and water and sewer connection fees. However, water and sewer connection fees are no longer a substantial factor for Buildings #3 and #4 because those utilities have already been installed.

Staff also notes this does not appear to be a situation where construction has simply taken longer than anticipated. To the staff’s knowledge, no work has occurred on either Building #3 or Building #4 during the approximately fourteen (14) months the staff has been employed with the Town of Alpine.

If the permits for Buildings #3 and #4 were allowed to expire and the applicant instead submitted new building permit applications, the projects would effectively become eligible for a new permit lifecycle, including two additional extension permits under the current regulations. Under the existing locked-in fee structure established through the Development Agreement, the estimated cost of obtaining a completely new permit for each building would be approximately \$12,847.00.

STAFF RECOMMENDATION

Staff recommends the Town continue to enforce the currently adopted extension limitations and extension fee structure as written. Staff believes the existing rules serve an important administrative and policy function, and deviations from those standards may create future precedent concerns.

However, if the Town Council wishes to allow an additional six (6) month extension beyond the currently authorized extension period, staff recommends that Council consider imposing a fee structure that reflects the additional concession being granted.



For reference:

- the current one-year extension fee is \$3,000.00;
- one-half of that extension fee would equal \$1,500.00; and
- one-half of the cost of a new building permit application under the reduced Development Agreement fee structure would equal approximately \$6,423.50.

Based on those figures, staff would recommend an additional six (6) month extension fee of approximately \$7,923.50 per building if Council elects to authorize an extension beyond the currently adopted extension limitations.

POLICY CONSIDERATION

Ultimately, staff believes the question before the Council is less about administrative feasibility and more about policy direction regarding:

- consistency in permit administration;
- fairness to future applicants;
- precedent for future extension requests;
- and the appropriate balance between project flexibility and adherence to adopted permit regulations.

Gina Corson,
Planning and Zoning Administrator
Town of Alpine, WY



**Town of Alpine
Planning and Zoning Administrator
Recommendation to Town Council – LUDC Redesign**

TO: Mayor and Town Council
PREPARED BY: Gina Corson, Acting Planning & Zoning Administrator
DATE: May 28, 2026
SUBJECT: Recommendation to enter into a contract for the Land Use Redesign
MEETING DATE: June 2, 2026

ADMINISTRATORS RECOMMENDATION

Recommendation:

I recommend that the Town Council authorize entry into a contract with **Kendig Keast Collaborative** for the comprehensive redesign of the Town of Alpine Land Use and Development Code.

Revised Basis for Recommendation:

Although the evaluation scores between the proposals were relatively close, the staff believes Kendig Keast Collaborative (KKC) offers several important advantages in overall project methodology, implementation strategy, and long-term administrative usability.

A significant distinction between the proposals involves how the Land Use and Development Code (LUDC) rewrite would integrate with future digital code management and real-time collaboration tools.

KKC proposed utilizing the enCodePlus platform as an integrated part of the rewrite process itself, allowing Town staff and the consultant team to collaboratively draft, review, organize, and revise code content directly within a live, staff-editable environment throughout the project. Staff believe this approach provides improved transparency during drafting, earlier staff familiarity with the future code management system, reduced transition challenges at adoption, and more efficient long-term administration of the code.

Staff recognizes that the Town could independently purchase enCodePlus or another SaaS-based code management platform and utilize OPS Strategies or another consultant within that system. OPS Strategies also indicated they could work within enCodePlus or another SaaS platform selected by the Town. However, staff believe there is an important distinction between simply utilizing a digital platform and structuring the entire rewrite process around that platform’s capabilities from the outset.



Staff believes KKC demonstrated greater familiarity with integrating code drafting directly into a collaborative digital platform environment and structuring the rewritten code specifically for long-term digital administration, graphics integration, cross-referencing, and real-time editing functionality. Staff believes this may reduce future formatting conflicts, migration issues, duplicated work, conversion challenges, and unforeseen implementation costs associated with graphics, tables, overlays, hyperlinks, and code organization.

Additionally, platforms such as enCodePlus include integrated codification, cross-referencing, organizational, and compliance-oriented review tools intended to identify outdated references, broken cross-references, formatting conflicts, and organizational deficiencies during drafting and migration. However, these tools are not a substitute for Town Attorney review of substantive legal and policy matters.

In addition to the digital workflow advantages, staff believe KKC demonstrated broader project strengths, including:

- extensive national experience with comprehensive code rewrites;
- strong emphasis on administrative clarity and legally defensible procedures;
- integrated restructuring of zoning districts, subdivision standards, and review procedures;
- creation of unified use and dimensional tables;
- enhanced graphics, diagrams, and usability tools; and
- direct coordination between the LUDC rewrite and the ongoing Master Plan update process.

Staff acknowledges that assistance from either consultant would result in a substantial improvement to the clarity, organization, and administrative applicability of the Town's current LUDC.

Staff also acknowledges that the additional value associated with the KKC proposal is difficult to isolate into precise line-item cost comparisons because many of the distinctions between the proposals are methodological, workflow-oriented, and implementation-based rather than discrete, standalone deliverables.

Staff does not believe the proposals represent identical scopes with directly comparable line-item services priced differently. Rather, staff believe the proposals represent two different approaches to modernization and long-term administration of the Town's development regulations.

As a result, many of the benefits identified by staff — including reduced implementation friction, reduced future restructuring costs, improved administrative usability, earlier staff familiarity with the platform environment, and reduced migration conflicts — are operational and qualitative in nature rather than discrete quantifiable line items.



The primary consideration for the Town Council is whether it is worth the additional upfront investment to position the Town for more seamless future digital integration, long-term internal code management, and reduced likelihood of unforeseen future restructuring or migration costs.


Based on these factors, staff believes the KKC proposal places the Town in the strongest long-term position to create a modern, internally consistent, user-friendly, and administratively efficient Land Use and Development Code capable of supporting Alpine’s future growth and long-term planning objectives.

Conclusion:

For these reasons, I recommend selecting Kendig Keast Collaborative to perform the Land Use and Development Code redesign. We believe this selection will best position the Town to modernize its regulatory framework in a manner that is legally defensible, administratively efficient, and adaptable to future needs.

NEXT STEPS

- The Town Council will authorize the Mayor to enter into a contract with Kendig Keast Consulting on behalf of the Town.


Gina Corson, Planning & Zoning Administrator

5/28/2026
Date



**TOWN OF ALPINE, WYOMING
RESOLUTION 2026-029**

A RESOLUTION ESTABLISHING THE OFFICIAL SCHEDULE OF PLANNING AND ZONING COMMISSION AND DESIGN REVIEW COMMITTEE MEETINGS FOR THE TOWN OF ALPINE, WYOMING, FOR THE REMAINDER OF CALENDAR YEAR 2026

WHEREAS, the Town Council of the Town of Alpine, Wyoming, is required to establish official meeting schedules for the Planning and Zoning Commission and Design Review Committee; and

WHEREAS, the Town Council finds it necessary and appropriate to revise the previously adopted meeting schedules for the remainder of calendar year 2026;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Alpine, Wyoming, that Resolution 2025-052 and Resolution 2025-055 are hereby repealed and replaced for the remainder of calendar year 2026 with the following meeting schedules:

Planning and Zoning Commission Meetings

Planning and Zoning Commission meetings shall begin at 7:00 p.m., unless otherwise advertised, and shall be held at Alpine Town Hall.

The Planning and Zoning Commission shall meet on the following dates for the remainder of calendar year 2026:

- June 9, 2026
- June 30, 2026
- July 14, 2026
- July 28, 2026
- August 11, 2026
- August 25, 2026
- September 8, 2026
- September 22, 2026

Beginning in October 2026, the Planning and Zoning Commission shall return to one regular meeting per month on the second Tuesday of each month at 7:00 p.m.

The remaining official Planning and Zoning Commission meeting dates for 2026 shall be as follows:

- October 13, 2026
- November 10, 2026
- December 8, 2026

Design Review Committee Meetings

Design Review Committee meetings shall be held at 6:00 p.m., as needed, at Alpine Town Hall unless otherwise advertised and properly noticed in accordance with Wyoming law.

For scheduling purposes, regular Design Review Committee meeting dates shall occur on the fourth Thursday of the month, as needed, for the remainder of calendar year 2026.

The Design Review Committee meeting dates for the remainder of 2026 shall be as follows:

- July 23, 2026
- August 27, 2026
- September 24, 2026
- October 22, 2026

Additional meetings may be scheduled as needed and properly noticed in accordance with Wyoming law.

BE IT FURTHER RESOLVED that these schedules shall be posted and made publicly available as required by law.

This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Alpine, Wyoming, this 2nd day of June 2026.

VOTING RECORD:

<i>Ayes:</i>	<i>Mayor Green:</i>
<i>Nays:</i>	<i>Burchard:</i>
<i>Abstentions:</i>	<i>Larsen:</i>
<i>Absent:</i>	<i>Wierda:</i>
	<i>Scaffide:</i>

Signed:

Eric Green, Mayor of Alpine

ATTEST:

Monica Chenault, Town Clerk/Treasurer



**TOWN OF ALPINE, WYOMING
ORDINANCE NO. 2026-004**

**AN ORDINANCE REPEALING ORDINANCE NOS. 2020-01 AND 2018-13, AND OTHER
CONFLICTING ORDINANCES OR PARTS OF ORDINANCES, AND ESTABLISHING
REGULATIONS GOVERNING OPEN BURNING, RECREATIONAL FIRES, OUTDOOR FIRE
USE, FIRE RESTRICTIONS, AND PYROTECHNIC DEVICES WITHIN THE
INCORPORATED LIMITS OF THE TOWN OF ALPINE, WYOMING**

WHEREAS, the Town of Alpine is located within a forested and wildland-urban interface area where outdoor burning presents a potential wildfire hazard; and

WHEREAS, the Town Council finds it necessary to regulate outdoor burning activities in order to protect the health, safety, and welfare of residents, property, and natural resources within the Town of Alpine.

SECTION 1. DEFINITIONS

- a) **“Cooking Device”** means a charcoal grill, gas grill, smoker, pellet grill, or similar device designed and used for the preparation of food.
- b) **“Open Burning”** means the burning of materials outdoors where the products of combustion are emitted directly into the air and are not directed through a chimney or stack.
- c) **“Person”** means any individual, partnership, firm, company, association, organization, or corporation.
- d) **“Portable Outdoor Fireplace”** means a portable outdoor solid-fuel-burning device constructed of steel, concrete, clay, or other noncombustible material designed to contain and control outdoor fire.
- e) **“Pyrotechnic Devices”** means any combustible or explosive composition, substance, or device designed for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including fireworks as defined by Wyoming law.
- f) **“Recreational Fire”** means an outdoor fire burning natural wood or charcoal materials for pleasure, cooking, warmth, or ceremonial purposes with a fuel area not exceeding three (3) feet in diameter and two (2) feet in height.

SECTION 2. OPEN BURNING PROHIBITED

Open burning within the incorporated limits of the Town of Alpine is prohibited, except as otherwise provided in this ordinance.

Prohibited burning includes, but is not limited to:

- a) Trash, garbage, or household waste.
- b) Yard debris or vegetation piles.
- c) Burn barrels.
- d) Construction or demolition debris.
- e) Plastics, rubber, or synthetic materials.
- f) Treated, painted, or stained wood.
- g) Asphalt, petroleum products, or chemicals.
- h) Any material that produces toxic or excessive smoke.

SECTION 3. COOKING DEVICES EXEMPT

The use of cooking devices, as defined in this ordinance, for the preparation of food shall not be considered open burning and is permitted within the Town of Alpine, provided such devices are operated in a safe manner and in accordance with manufacturer instructions.

SECTION 4. RECREATIONAL FIRES PERMITTED WITH CONDITIONS

Recreational fires are permitted within the Town of Alpine provided that all of the following conditions are met:

- a) The fire does not exceed three (3) feet in diameter and two (2) feet in height.
- b) The fire is constantly attended by a responsible person.
- c) The fire is located at least fifteen (15) feet from any structure or combustible material.
- d) Fire suppression equipment, such as a hose, water supply, or fire extinguisher, is immediately available.
- e) The fire is fully extinguished before being left unattended.
- f) Fires shall not be maintained during high winds or other hazardous conditions.
- g) Only clean, natural wood or charcoal shall be burned. The burning of garbage, treated or painted wood, plastics, rubber, construction debris, or any material producing toxic or excessive smoke is prohibited.

SECTION 5. PORTABLE OUTDOOR FIREPLACES

Portable outdoor fireplaces are permitted within the Town of Alpine provided that all of the following conditions are met:

- a) Be used in accordance with manufacturer instructions
- b) Be located at least ten (10) feet from structures or combustible materials
- c) Be constantly attended while in use.
- d) Portable outdoor fireplaces shall be equipped with a spark arrestor or screen to prevent the escape of embers.
- e) Have fire suppression equipment, such as a hose, water supply, or fire extinguisher, immediately available.
- f) Be fully extinguished before being left unattended.
- g) Not be operated during high winds or other hazardous conditions.
- h) Burn only clean, natural wood, charcoal, or other approved fuel sources intended for the device. The burning of garbage, treated or painted wood, plastics, rubber, construction debris, or any material producing toxic or excessive smoke is prohibited.

SECTION 6. NUISANCE SMOKE

Any outdoor fire that creates excessive smoke impacting neighboring properties or otherwise creates a nuisance shall be ordered extinguished immediately by a law enforcement officer, fire official, or authorized Town representative. Failure to comply with such an order shall constitute a violation of this ordinance.

SECTION 7. EMERGENCY FIRE RESTRICTIONS

The Mayor or Town Council shall prohibit or further restrict outdoor burning within the Town of Alpine when conditions create an increased risk of wildfire or danger to public safety.

Any fire restrictions, burn bans, or emergency fire regulations issued by Lincoln County, the State of Wyoming, or applicable federal land management agencies shall automatically apply within the incorporated limits of the Town of Alpine unless otherwise specifically exempted or modified by the Town Council.

During declared fire restrictions or burn bans, all recreational fires, portable outdoor fireplaces, open burning, and pyrotechnic devices shall be prohibited unless specifically exempted by the applicable governing authority.

SECTION 8. FIREWORKS

The discharge of permissible fireworks within the incorporated limits of the Town of Alpine shall only be permitted during the twenty-four (24) hours prior to, during, and twenty-four (24) hours following the Fourth of July holiday each year, unless otherwise prohibited by emergency fire restrictions enacted pursuant to Section 7 of this Ordinance.

All fireworks use shall comply with applicable state law and any fire restrictions imposed by the Town of Alpine, Lincoln County, the State of Wyoming, or applicable federal land management agencies.

SECTION 9. ENFORCEMENT

This ordinance shall be enforced by the Lincoln County Sheriff’s Office, Town Code Enforcement Officer, or other authorized officials.

SECTION 10. AUTHORITY TO EXTINGUISH FIRE

Any outdoor fire that is determined by a law enforcement officer, fire official, or authorized Town representative to present a hazard to public safety, create a nuisance, or violate the provisions of this ordinance shall be ordered extinguished immediately.

Failure to comply with such an order shall constitute a violation of this ordinance.

SECTION 11. CIVIL PENALTIES

A violation of this ordinance is a civil infraction subject to a civil penalty not to exceed seven hundred fifty dollars (\$750.00) per violation, to be heard and assessed by the Town Municipal Court. Each day a violation continues shall constitute a separate offense.

SECTION 12. REPEALER

Ordinance Nos. 2020-01 and 2018-13, and all ordinances or parts of ordinances in conflict with the provisions of this ordinance, including any prior regulations governing open burning, recreational fires, outdoor fire use, burn bans, or fireworks within the Town of Alpine, are hereby repealed to the extent of such conflict.

SECTION 13. EFFECTIVE DATE

This ordinance shall take effect upon third and final reading, passage, and publication as required by law.

Passed First Reading on the 21st day April of 2026.

VOTING RECORD:

<i>Ayes:</i>	5	<i>Mayor Green:</i>	Aye
<i>Nays:</i>	0	<i>Burchard:</i>	Aye
<i>Abstentions:</i>	0	<i>Larsen:</i>	Aye
<i>Absent:</i>	0	<i>Wierda:</i>	Aye
		<i>Scaffide:</i>	Aye

Passed Second Reading on the 2nd day of June 2026.

VOTING RECORD:

<i>Ayes:</i>		<i>Mayor Green:</i>	
<i>Nays:</i>		<i>Burchard:</i>	
<i>Abstentions:</i>		<i>Larsen:</i>	
<i>Absent:</i>		<i>Wierda:</i>	
		<i>Scaffide:</i>	

Passed on Third and Final Reading 23rd day June of 2026.

VOTING RECORD:

<i>Ayes:</i>		<i>Mayor Green:</i>	
<i>Nays:</i>		<i>Burchard:</i>	
<i>Abstentions:</i>		<i>Larsen:</i>	
<i>Absent:</i>		<i>Wierda:</i>	
		<i>Scaffide:</i>	

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)

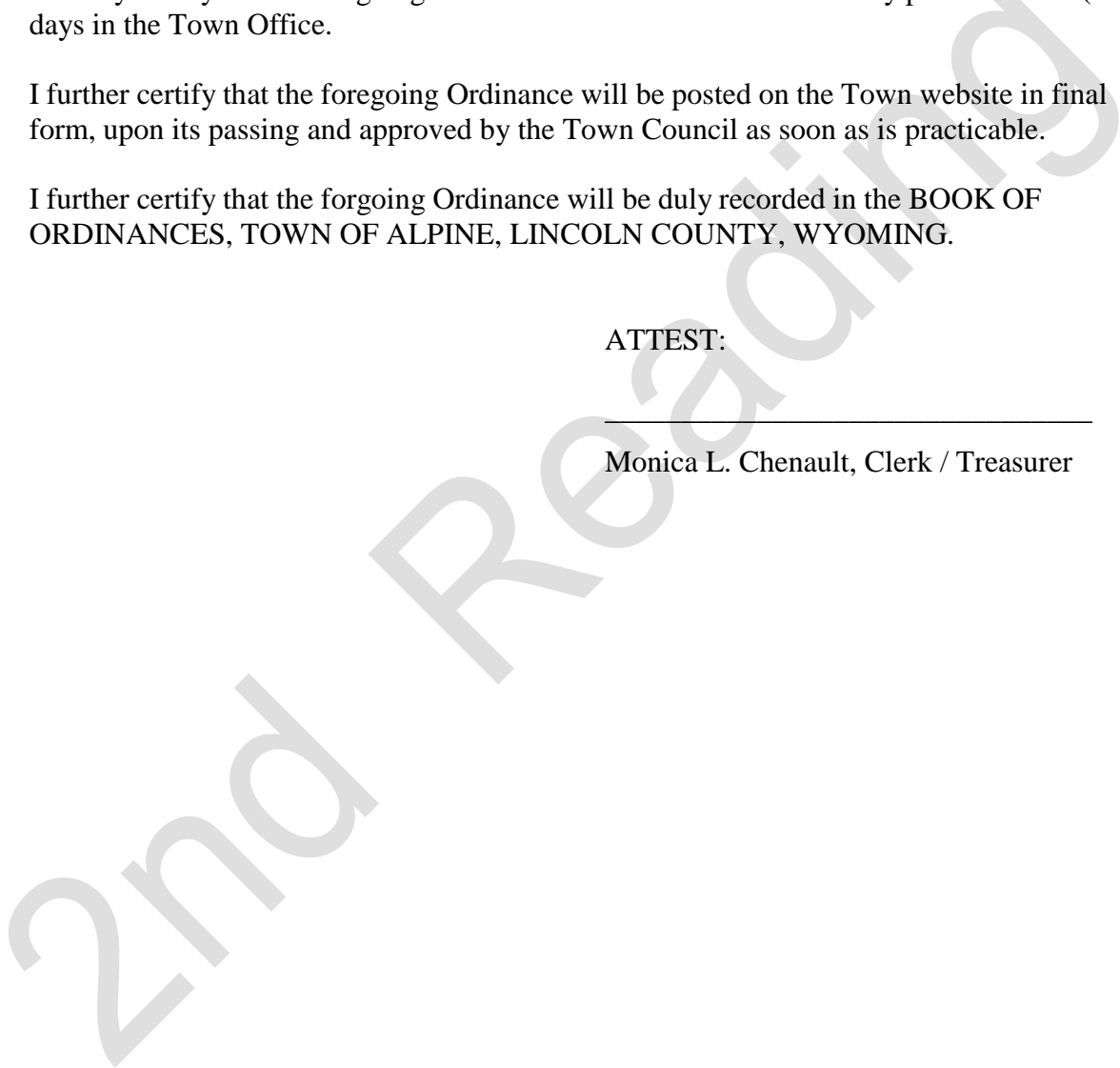
I hereby certify that the forgoing Ordinance No. 2026-004 shall be duly posted for ten (10) days in the Town Office.

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

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

ATTEST:

Monica L. Chenault, Clerk / Treasurer





**TOWN OF ALPINE, WYOMING
ORDINANCE NO. 2026-004**

**AN ORDINANCE REPEALING ORDINANCE NOS. 2020-01 AND 2018-13, AND OTHER
CONFLICTING ORDINANCES OR PARTS OF ORDINANCES, AND ESTABLISHING
REGULATIONS GOVERNING OPEN BURNING, RECREATIONAL FIRES, OUTDOOR FIRE
USE, FIRE RESTRICTIONS, AND PYROTECHNIC DEVICES WITHIN THE
INCORPORATED LIMITS OF THE TOWN OF ALPINE, WYOMING**

WHEREAS, the Town of Alpine is located within a forested and wildland-urban interface area where outdoor burning presents a potential wildfire hazard; and

WHEREAS, the Town Council finds it necessary to regulate outdoor burning activities in order to protect the health, safety, and welfare of residents, property, and natural resources within the Town of Alpine.

SECTION 1. DEFINITIONS (Reordered in Alphabetical order)

a) **“Cooking Device”** means a charcoal grill, gas grill, smoker, pellet grill, or similar device designed and used for the preparation of food.

b) **“Open Burning”** means the burning of materials outdoors where the products of combustion are emitted directly into the air and are not directed through a chimney or stack.

c) **“Person”** means any individual, partnership, firm, company, association, organization, or corporation.

d) **“Portable Outdoor Fireplace”** means a portable outdoor solid-fuel-burning device constructed of steel, concrete, clay, or other noncombustible material designed to contain and control outdoor fire.

e) **“Pyrotechnic Devices”** means any combustible or explosive composition, substance, or device designed for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including fireworks as defined by Wyoming law.

f) **“Recreational Fire”** means an outdoor fire burning natural wood or charcoal materials for pleasure, cooking, warmth, or ceremonial purposes with a fuel area not exceeding three (3) feet in diameter and two (2) feet in height.

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- e) Plastics, rubber, or synthetic materials.
- f) Treated, painted, or stained wood.
- g) Asphalt, petroleum products, or chemicals.
- h) Any material that produces toxic or excessive smoke.

SECTION 3. COOKING DEVICES EXEMPT

The use of cooking devices, as defined in this ordinance, for the preparation of food shall not be considered open burning and is permitted within the Town of Alpine, provided such devices are operated in a safe manner and in accordance with manufacturer instructions.

SECTION 4. RECREATIONAL FIRES PERMITTED WITH CONDITIONS

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- b) The fire is constantly attended by a responsible person.
- c) The fire is located at least fifteen (15) feet from any structure or combustible material.
- d) Fire suppression equipment, such as a hose, water supply, or fire extinguisher, is immediately available.
- e) The fire is fully extinguished before being left unattended.
- f) Fires shall not be maintained during high winds or other hazardous conditions.
- g) Only clean, natural wood or charcoal may be burned. The burning of garbage, treated or painted wood, plastics, rubber, construction debris, or any material producing toxic or excessive smoke is prohibited.

SECTION 5. PORTABLE OUTDOOR FIREPLACES

Portable outdoor fireplaces shall:

- a) Be used in accordance with manufacturer instructions
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- c) Be constantly attended while in use.
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- f) Be fully extinguished before being left unattended.
- g) Not be operated during high winds or other hazardous conditions.
- h) Burn only clean, natural wood, charcoal, or other approved fuel sources intended for the device. The burning of garbage, treated or painted wood, plastics, rubber, construction debris, or any material producing toxic or excessive smoke is prohibited.

SECTION 6. NUISANCE SMOKE

Any outdoor fire that creates excessive smoke impacting neighboring properties or otherwise creates a nuisance shall be ordered extinguished immediately by a law enforcement officer, fire official, or authorized Town representative. Failure to comply with such an order shall constitute a violation of this ordinance.

SECTION 7. EMERGENCY FIRE RESTRICTIONS

The Mayor or Town Council may prohibit or further restrict outdoor burning within the Town of Alpine when conditions create an increased risk of wildfire or danger to public safety.

Any fire restrictions, burn bans, or emergency fire regulations issued by Lincoln County, the State of Wyoming, or applicable federal land management agencies shall automatically apply within the incorporated limits of the Town of Alpine unless otherwise specifically exempted or modified by the Town Council.

During declared fire restrictions or burn bans, all recreational fires, portable outdoor fireplaces, open burning, and pyrotechnic devices shall be prohibited unless specifically exempted by the applicable governing authority.

SECTION 8. FIREWORKS

The discharge of permissible fireworks within the incorporated limits of the Town of Alpine shall only be permitted during the twenty-four (24) hours prior to, during, and twenty-four (24)

hours following the Fourth of July holiday each year, unless otherwise prohibited by emergency fire restrictions enacted pursuant to Section 7 of this Ordinance.

All fireworks use shall comply with applicable state law and any fire restrictions imposed by the Town of Alpine, Lincoln County, the State of Wyoming, or applicable federal land management agencies.

SECTION 8. ENFORCEMENT

This ordinance shall be enforced by the Lincoln County Sheriff's Office, Town Code Enforcement Officer, or other authorized officials.

SECTION 9. AUTHORITY TO EXTINGUISH FIRE

Any outdoor fire that is determined by a law enforcement officer, fire official, or authorized Town representative to present a hazard to public safety, create a nuisance, or violate the provisions of this ordinance shall be ordered extinguished immediately.

Failure to comply with such an order shall constitute a violation of this ordinance.

SECTION 10. CIVIL PENALTIES

A violation of this ordinance is a civil infraction subject to a civil penalty not to exceed seven hundred fifty dollars (\$750.00) per violation, to be heard and assessed by the Town Municipal Court. Each day a violation continues shall constitute a separate offense.

SECTION 11. REPEALER

Ordinance Nos. 2020-01 and 2018-13, and all ordinances or parts of ordinances in conflict with the provisions of this ordinance, including any prior regulations governing open burning, recreational fires, outdoor fire use, burn bans, or fireworks within the Town of Alpine, are hereby repealed to the extent of such conflict.

SECTION 12. EFFECTIVE DATE

This ordinance shall take effect upon third and final reading, passage, and publication as required by law.

Passed First Reading on the 21st day April of 2026.

VOTING RECORD:

<i>Ayes:</i>	5	<i>Mayor Green:</i>	Aye
<i>Nays:</i>	0	<i>Burchard:</i>	Aye
<i>Abstentions:</i>	0	<i>Larsen:</i>	Aye
<i>Absent:</i>	0	<i>Wierda:</i>	Aye
		<i>Scaffide:</i>	Aye

Passed Second Reading on the 19th day of May 2026.

VOTING RECORD:

<i>Ayes:</i>		<i>Mayor Green:</i>	
<i>Nays:</i>		<i>Burchard:</i>	
<i>Abstentions:</i>		<i>Larsen:</i>	
<i>Absent:</i>		<i>Wierda:</i>	
		<i>Scaffide:</i>	

Passed on Third and Final Reading 19th day May of 2026.

VOTING RECORD:

<i>Ayes:</i>		<i>Mayor Green:</i>	
<i>Nays:</i>		<i>Burchard:</i>	
<i>Abstentions:</i>		<i>Larsen:</i>	
<i>Absent:</i>		<i>Wierda:</i>	
		<i>Scaffide:</i>	

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. 2026-004 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 foregoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer

2nd Reading



STAFF REPORT

TO: Mayor and Town Council

FROM: Sarah Greenwald, Assistant Clerk

DATE: June 5, 2026

RE: Ordinance No. 2026-004 – Regulations Governing Open Burning, Recreational Fires, Outdoor Fire Use, Fire Restrictions, and Pyrotechnic Devices

Purpose:

To provide Town Council with revisions made to Ordinance No. 2026-004 following discussion and to request Council direction regarding specific provisions related to recreational fires and portable outdoor fireplaces.

Background:

The Town of Alpine previously regulated outdoor burning and fireworks through Ordinance Nos. 2020-01 and 2018-13. Staff has prepared Ordinance No. 2026-004 to consolidate, modernize, and clarify regulations governing open burning, recreational fires, outdoor fire use, fireworks, and fire restrictions within the incorporated limits of the Town of Alpine.

The ordinance was updated to improve consistency between sections, strengthen enforcement language, and ensure Town regulations automatically align with county and state fire restrictions when enacted.

Analysis / Discussion:

Revisions Made by Staff

Staff incorporated the following revisions into the ordinance draft:

- Added a definition for “Pyrotechnic Devices.”
- Reorganized definitions into alphabetical order for consistency and readability.
- Updated the ordinance title and repealer section to include Ordinance No. 2018-13 and broader conflicting ordinances.

- Revised Section 7 to clarify that fire restrictions or burn bans enacted by Lincoln County, the State of Wyoming, or applicable federal agencies shall automatically apply within the Town of Alpine unless otherwise exempted or modified by the Town Council.
- Updated nuisance smoke language and extinguishment authority language to ensure consistency throughout the ordinance.
- Added additional safety provisions to the Portable Outdoor Fireplaces section to mirror requirements already established for Recreational Fires, including:
 - Requirement for fire suppression equipment
 - Requirement that fires be fully extinguished before unattended
 - Restrictions during hazardous conditions or high winds
 - Restrictions on prohibited burning materials

Discussion Item – Definition of “Responsible Person”

Section 4 regarding Recreational Fires currently requires that fires be “constantly attended by a responsible person.”

Staff requests Council direction regarding whether “responsible person” should be further defined within the ordinance. Council may wish to consider:

- Whether a responsible person must be at least eighteen (18) years of age
- Whether the responsible person must remain physically present and capable of extinguishing the fire
- Whether additional language is necessary for enforcement clarity

Discussion Item – Portable Outdoor Fireplace Setback

Staff proposes reducing the setback requirement for portable outdoor fireplaces from ten (10) feet to five (5) feet from structures or combustible materials. This proposed change is intended to reflect the typical residential use of portable outdoor fireplaces on patios, decks, and similar outdoor living spaces while still maintaining reasonable fire safety standards.

Council direction is requested regarding whether the setback requirement should remain at ten (10) feet or be reduced to five (5) feet.

Discussion Item – Fireworks Regulations

Staff requests Council direction regarding whether the discharge of permissible fireworks should be allowed within the incorporated limits of the Town of Alpine during specific holidays, including the Fourth of July and/or New Year’s Eve.

Council may wish to consider:

- Whether fireworks should be permitted during the Fourth of July holiday
- Whether fireworks should be permitted during New Year’s Eve/New Year’s Day
- Whether fireworks should be prohibited entirely within Town limits except by special permit

Staff requests clarification from Council regarding the preferred regulatory approach prior to final adoption of the ordinance.

Strategic or Community Impact:

The proposed ordinance supports public safety, wildfire mitigation, and consistent enforcement standards while providing clearer regulations for residents regarding outdoor burning and fire restrictions.

Discussion Items for Council:

Council may wish to discuss:

1. Whether “responsible person” should be formally defined within the ordinance.
 2. Whether the minimum age requirement for supervision of recreational fires should be established.
 3. Whether the setback requirement for portable outdoor fireplaces should remain at ten (10) feet or be reduced to five (5) feet.
-

Recommended Action:

Staff recommends that the Town Council provide direction regarding the proposed revisions and discussion items prior to adoption of Ordinance No. 2026-004.



**TOWN OF ALPINE, WYOMING
RESOLUTION 2026-028**

**A RESOLUTION APPROVING AN AMENDMENT TO THE TOWN OF ALPINE
EMPLOYEE POLICY AND PROCEDURE MANUAL REGARDING
CLERK/TREASURER SEVERANCE AND PAYROLL SCHEDULE**

WHEREAS, the Town of Alpine maintains an Employee Policy and Procedure Manual to establish policies and procedures governing employment with the Town; and

WHEREAS, the Town Council recognizes that the Clerk/Treasurer position serves a critical administrative and financial function for the Town and that changes in administration, organizational priorities, or operational structure may result in separation from employment through no fault of the employee; and

WHEREAS, the Town Council finds it necessary and appropriate to amend the Employee Policy and Procedure Manual to establish a severance policy applicable to the Clerk/Treasurer position; and

WHEREAS, the Town Council further desires to update and clarify the Town’s payroll schedule and payroll publication procedures;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Alpine, Wyoming, that the Employee Policy and Procedure Manual is hereby amended as follows:

Section 1. Addition of Clerk/Treasurer Severance Policy

The following subsection shall be added under the “General Employment” section following “Termination, Resignation and Discharge”:

Clerk/Treasurer Severance

In the event the Clerk/Treasurer is discharged by the Town through no fault of their own during the first two years of employment, the Clerk/Treasurer shall receive severance pay equal to eight weeks of the Clerk/Treasurer’s regular base pay.

This severance benefit shall only apply during the first two years of the Clerk/Treasurer’s employment with the Town. After the completion of two years of employment, the Clerk/Treasurer shall not be eligible for severance under this section unless separately approved by the Town Council in writing.

For purposes of this policy, “discharged through no fault of their own” means separation initiated by the Town that is not based on misconduct, violation of Town policy, neglect of duty, insubordination, dishonesty, criminal conduct, job abandonment, failure to perform assigned duties, or other cause attributable to the Clerk/Treasurer’s conduct or performance.

Severance under this section shall not apply in the event of voluntary resignation, retirement, death, expiration of a temporary appointment or contract term, mutual separation unless expressly approved by the Town Council, or discharge for cause.

Payment of severance under this section shall be subject to all applicable payroll deductions and withholdings. Severance shall be calculated using the Clerk/Treasurer's regular base rate of pay at the time of separation and shall not include overtime, bonuses, allowances, reimbursements, accrued leave, or other benefits unless otherwise required by law or separately approved by the Town Council.

This section does not alter the at-will employment status of the Clerk/Treasurer or any other Town employee. Nothing in this section shall be construed as creating a contract of employment or limiting the Town's authority to terminate employment in accordance with applicable law and Town policy.

Section 2. Amendment to Payroll Schedule

The "Paychecks" section of the Employee Policy and Procedure Manual shall be amended to read as follows:

Paychecks

The Town of Alpine pays its employees bi-weekly on Wednesdays following the end of the pay period. If payday falls on a federal holiday or when Town offices are otherwise closed, employees will receive their paycheck on an alternate business day as determined and published by the Clerk/Treasurer.

The Clerk/Treasurer shall publish the official payroll schedule annually. Unless otherwise published by the Clerk/Treasurer, payroll dates shall occur on Wednesdays.

Paychecks are directly deposited into employees' checking and/or savings accounts.

BE IT FURTHER RESOLVED that these amendments shall become effective immediately upon adoption and shall be incorporated into the official Town of Alpine Employee Policy and Procedure Manual.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Alpine, Wyoming, this 2nd day of June 2026.

VOTING RECORD:

<i>Ayes:</i>		<i>Mayor Green:</i>	
<i>Nays:</i>		<i>Burchard:</i>	
<i>Abstentions:</i>		<i>Larsen:</i>	
<i>Absent:</i>		<i>Wierda:</i>	
		<i>Scaffide:</i>	

Signed:

Eric Green, Mayor of Alpine

ATTEST:

Monica Chenault, Town Clerk/Treasurer



STAFF REPORT

TO: Mayor and Town Council

FROM: Monica Chenault, Clerk/Treasurer

DATE: June 5, 2026

RE: Resolution No. 2026-028 – Amendment to the Employee Policy and Procedure Manual Regarding Clerk/Treasurer Severance and Payroll Schedule

Purpose:

The purpose of Resolution No. 2026-028 is to amend the Town of Alpine Employee Policy and Procedure Manual to establish a severance policy specific to the Clerk/Treasurer position and to clarify the Town’s payroll schedule and payroll publication procedures.

Background:

The Clerk/Treasurer position serves a critical administrative and financial role within the Town of Alpine. Due to the nature of the position, changes in administration, organizational priorities, or operational restructuring may result in employment separation that is not related to employee misconduct or performance. The proposed amendment establishes a limited severance provision applicable to the Clerk/Treasurer position during the first two years of employment.

Additionally, staff is recommending clarification of the Town’s payroll schedule language to formally establish Wednesday payroll dates and authorize the Clerk/Treasurer to annually publish the official payroll calendar and adjust payroll dates when holidays or office closures occur.

Proposed Amendments

1. Clerk/Treasurer Severance Policy

The proposed amendment adds a new subsection under the “General Employment” section of the Employee Policy and Procedure Manual following “Termination, Resignation and Discharge.”

The amendment would provide:

- Eight (8) weeks of severance pay to a Clerk/Treasurer discharged through no fault of their own during the first two years of employment.

- Clarification that the severance benefit does not apply after two years of employment unless separately approved by the Town Council in writing.
 - Definitions outlining circumstances that do not qualify for severance, including termination for cause, resignation, retirement, misconduct, or failure to perform assigned duties.
 - Clarification that severance pay is subject to standard payroll deductions and does not alter the Town's at-will employment status.
-

2. Payroll Schedule Amendment

The proposed amendment updates the "Paychecks" section of the Employee Policy and Procedure Manual to clarify:

- Employees are paid bi-weekly on Wednesdays following the end of the pay period.
 - Payroll dates may be adjusted when holidays or office closures occur.
 - The Clerk/Treasurer shall annually publish the official payroll schedule.
 - Payroll continues to be processed through direct deposit.
-

Staff Recommendation

Staff recommends approval of Resolution No. 2026-028 amending the Town of Alpine Employee Policy and Procedure Manual regarding Clerk/Treasurer severance and payroll schedule procedures.