



TOWN COUNCIL MEETING AGENDA

May 20, 2025, at 7:00 PM / 250 River Circle - Alpine, WY 83128

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

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

APPROVAL OF CONSENT AGENDA

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

5. **CONSENT AGENDA** – Mayor Green
 - [a.](#) Town Council Minutes: May 6th, 2025, Town Council Meeting Minutes
 - [b.](#) Planning & Zoning Commission Minutes: April 8th, 2025 Planning and Zoning Commission Meeting Minutes
 - [c.](#) Bills to Pay Report: 05/06/2025-05/19/2025
6. **REPORTS**
 - a. Mayor's Report – Eric Green
 - b. Clerk/Treasurer Report – Monica Chenault
 - c. Events Committee Report - Andrea Burchard
 - [d.](#) Engineering Report – Jorgensen Engineering
 - e. Planning & Zoning Report – Rachael Stewart
 - f. Economic Development Report – Jeremiah Larsen
 - g. Utility Easement Update – Jeremiah Larsen
 - h. Alpine Travel & Tourism Board Report – Jeremiah Larsen
 - [i.](#) Lincoln County Sheriff's Report – Submitted in writing

7. **PUBLIC COMMENT ON AGENDA ITEMS**

Public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity to comment on items listed on the agenda. Speakers are expected to maintain decorum and be respectful. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting.

8. ACTION ITEMS

a. Ordinance No. 2025-008 - Speed Limit Ordinance - 2nd Reading:

Seeking a motion to approve the 2nd Reading of Ordinance No. 2025-008 - Speed Limit Ordinance.

b. Jorgensen Engineering – Addressing Non-Performance at the Wastewater Pre-treatment Plant

c. Ordinance No. 2025-009 - Amended Budget for FY 2025 - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-009 - Amended Budget for FY 2025.

d. Ordinance No. 2025-010 - Budget for FY 2026 - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-010 - Budget for FY 2026.

e. Resolution No. 2025-018 - A Resolution Appointing Gina Corson As The Acting Planning And Zoning Administrator For The Town Of Alpine, Wyoming:

Seeking a motion to approve Resolution No. 2025-018 - A Resolution Appointing Gina Corson As The Acting Planning And Zoning Administrator For The Town Of Alpine, Wyoming.

f. Review and Award Proposal for Painting/Staining the Alpine Civic Center:

Seeking a motion to Review and Award Proposal for Painting/Staining the Alpine Civic Center.

9. TABLED ITEMS

a. Review and Award Proposal for Painting the Town Hall:

Seeking a motion to remove from the table the review of proposals submitted for painting the Town Hall and to award the project.

Seeking a motion to award proposal for interior painting of the Town Hall.

Seeking a motion to award proposal for exterior painting of Town Hall.

10. GENERAL PUBLIC COMMENT

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

11. EXECUTIVE SESSION

12. ADJOURNMENT



TOWN COUNCIL SPECIAL MEETING MINUTES

May 06, 2025, at 7:00 PM / 250 River Circle - Alpine, WY 83128

CALL TO ORDER

Mayor Green called the Town Council Special Meeting to order at 7:01 PM.

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

ROLL CALL: Clerk Chenault conducted roll call. **Present:** Mayor Green, Councilmember Larsen, Councilmember Burchard, and Councilmember Castillo attended via conference call.

Absent: Councilmember Scaffide. A quorum was established.

ADOPT THE AGENDA

Councilmember Larsen made a motion to adopt the agenda. Councilmember Burchard seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Burchard, and Councilmember Castillo. Motion carried.

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

CONSENT AGENDA

- a. **Approval of Town Council Minutes:** April 9th, 2025, Special Meeting Minutes and April 15th, 2025, Regular Meeting Minutes. Councilmember Burchard made a motion to approve the listed Town Council meeting minutes. Councilmember Larsen seconded. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, Mayor Green.
- b. **Bills to Pay Report: 04/12/2025 - 05/05/2025.** Councilmember Burchard made a motion to approve the Bills to Pay Report for the period April 12, 2025, through May 05, 2025. Councilmember Larsen seconded. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, Mayor Green.

BID OPENING

Bid Opening – Town of Alpine Signs

The Town Council conducted a bid opening for the Town of Alpine signage project. Three bids were received and publicly opened during the meeting:

- **Exposure Signs** – \$59,399.00
- **IF Signs** – \$60,210.00
- **SignPro** – \$59,750.00

No action was taken at this time. The bids were opened for review and consideration, with a decision to be made later in the meeting.

WORK SESSION TOPICS

Property Tax Information - Jerry Greenfield, Lincoln County Treasurer

Jerry Greenfield, Lincoln County Treasurer, was present to provide general information regarding property taxes and available refund programs. He noted that the Wyoming Property Tax Refund Program is income-based and available to qualifying residents. The deadline to apply is June 2, 2025, and applications are available at the Alpine Town Hall Office.

Greenfield also briefly discussed how property tax revenue is allocated across various entities and services within the county. Additional brochures and information materials were left at Town Hall for interested residents.

PUBLIC COMMENT ON AGENDA ITEMS

Mayor Green opened the floor for public comment on agenda items. He explained that public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This portion of the meeting provides an opportunity for the public to comment specifically on items listed on the agenda. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting.

Ruth Peerzichilli spoke in reference to the Speed Limit Ordinance, for which the first reading was included on the agenda. She shared concerns about speeding in her neighborhood on Alpine Drive, located directly behind the Community Center, where she has lived since 2013. Ms. Peerzichilli noted the absence of speed limit signs from Greys River Road and reported frequent issues with fast-moving traffic, despite the presence of children, pets, and outdoor activities in the area. She requested the installation of speed limit signage, "Children at Play" signs, and potentially electronic speed signs. She recommended setting the speed limit at 15 mph, and placing signs before Center Street and along Alpine Drive to promote safety.

Sparky Shultz also commented on the Speed Limit Ordinance, voicing concerns about drivers taking shortcuts through the neighborhood and speeding. He noted the issue poses a danger, especially to pets, and mentioned he has a small dog that he worries about with the increased traffic and high speeds.

Bud Chatham, owner of Alpine Valley Resort and applicant for the Snake River Junction Annexation, spoke in support of the third reading of the annexation ordinance. He thanked the Town staff for their assistance throughout the process and expressed appreciation for their

efforts. Mr. Chatham also commented on the sign bid opening, stating that he has previously worked with Exposure Signs and has had a positive experience with the company.

Joseph Cypro, representing Snake River Junction Townhomes and Condominiums, expressed his appreciation to Monica, Mr. Sanderson, and Mayor Green for their hard work throughout the annexation process. He acknowledged the effort and time involved, noting that while it had been a long and sometimes difficult process, he was grateful for the dedication shown. He concluded by stating they look forward to becoming part of the Town and “paying taxes to the Town,” which was met with light-hearted agreement.

ACTION ITEMS

2025 Amended Travel & Tourism Bylaws

Councilmember Burchard moved to approve the 2025 Amended Travel & Tourism Bylaws. Councilmember Castillo seconded. Motion carried.

The Council reviewed the updated 2025 Amended Bylaws for the Alpine Travel and Tourism Board. Councilmember Larsen noted that the bylaws are intended to be a “living, breathing document” and acknowledged that this is the first formal revision process for the group. He explained that the most significant change allows business owners to designate a representative to serve on the board, even if that designee does not reside within the Town of Alpine. Other revisions were primarily for clarification and clean-up of the existing language.

It was also noted that applications for funding will be accepted from January 1 to March 15 each year, aligning with the fiscal calendar. Under Section 10, the board now has the ability to accept applications submitted outside of this window with a majority vote.

Councilmember Castillo expressed appreciation for the work of the Travel and Tourism Board.

The motion to adopt the updated bylaws was approved by the Council. Voting Yea: Councilmember Castillo, Councilmember Burchard, and Mayor Green. Councilmember Larsen abstained from the vote.

Ordinance No. 2025-003 - Snake River Junction Annexation - 3rd Reading

Councilmember Larsen moved to approve the third reading of Ordinance No. 2025-003 – Snake River Junction Annexation. Councilmember Burchard seconded. Motion carried.

Town Clerk Chenault reported that the ordinance had been updated following revisions by Town Attorney Sanderson. Mayor Green read aloud the newly added Section 6, which outlines the Town’s responsibilities related to road dedication and maintenance within the annexed area:

Section 6: All roads, with the exception of those parts of roads or roadways excluded in a transfer agreement between landowners and property owner associations, within the annexed area shall be dedicated to the Town of Alpine, Wyoming. The Town of Alpine, Wyoming shall be responsible for maintenance and snow removal of the roads described in the transfer agreement

within the annexed area. Landowners and property owner associations shall execute documents describing and transferring the roads to the Town of Alpine, Wyoming within sixty (60) days of the passage of this Ordinance. Failure to execute the transfer agreement within the time stated shall relieve the Town of Alpine, Wyoming of any and all responsibilities for the roads.

Councilmember Castillo inquired about cost estimates for snow removal. It was noted that it would take approximately one to one and a half hours per storm to service the area.

Councilmember Larsen stated that he had received only positive feedback regarding the annexation.

The ordinance passed on third reading with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Ordinance No. 2025-006 - Design Review Committee Guidelines - 3rd Reading:

Councilmember Burchard moved to approve third reading of Ordinance No. 2025-006 - Design Review Committee Guidelines. Councilmember Larsen seconded. Motion carried.

Brett Bennett, Chair of the Design Review Committee, addressed the Council regarding the proposed ordinance. He explained that the purpose of adopting the guidelines is to establish a clear baseline for design standards in the Town. The intent is to avoid unorganized or inconsistent façades and ensure a cohesive visual standard throughout the community. He noted that the full guidelines are available for public viewing on the Town of Alpine website.

The ordinance passed on third reading with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Consideration to authorize Mayor Green to send a formal letter to the Lincoln County Commission confirming the Town of Alpine's agreement to assume ownership and maintenance responsibilities for County Roads 100 and 101:

Councilmember Larsen moved to authorize Mayor Green to send a letter to Lincoln County Commission, formally confirming the Town of Alpine's agreement to assume ownership and maintenance responsibilities for County Roads 100 and 101. Councilmember Burchard seconded. Motion carried.

Mayor Green provided background on prior discussions with the Lincoln County Commission regarding the Town of Alpine potentially assuming ownership and maintenance responsibilities for County Roads 100 and 101. He noted that the topic originally arose during a storm event when the County had to send equipment and personnel to Alpine. In response, one of the commissioners asked if the Town would be interested in taking over those roads. Mayor Green stated that the Town is definitely interested, and mentioned that the County also offered to include a plow truck as part of the potential transfer.

Specific concerns were discussed regarding County Road 101, including an instance where a fence appears to have been placed in the middle of the road. After research, it was determined that landowners had previously approached the County to alter the right-of-way. If the Town moves forward with assuming this road, it would request that the County actively work with WYDOT and the property owners to resolve the easement issues.

Mayor Green also mentioned that annexing County Road 101 could potentially lead to the annexation of WYDOT's 40-acre parcel adjacent to the road.

Councilmember Larsen expressed general support but raised questions about the long-term costs and responsibilities the Town would be assuming. He also asked whether the process would require three readings, to which Town Attorney Jim confirmed yes, as it would be considered an annexation.

It was also noted that the County would need to formally vote on the transfer.

Further discussion included mention of the Town expressing interest in receiving one of the County's graders in addition to the plow truck, although these equipment transfers remain part of ongoing discussions and are not guaranteed.

Councilmember Andrea Burchard stated that this seems like a good starting point for a larger partnership.

Councilmember Castillo asked about specifics regarding the plow truck.

The motion to authorize Mayor Green to send a formal letter to the Lincoln County Commission confirming the Town's interest in assuming responsibility for County Roads 100 and 101 passed with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Ordinance No. 2025-008 - Speed Limit Ordinance - 1st Reading

Councilmember Burchard moved to approve first reading of Ordinance No. 2022-008 – Speed Limit Ordinance. Councilmember Larsen seconded. Motion carried.

The Council conducted the first reading of Ordinance No. 2025-008, which establishes and clarifies speed limits throughout various sections of the Town of Alpine.

Town Clerk Chenault noted that the ordinance has been structured to divide the town into specific sections and that additional roads, including those under potential annexation, may be incorporated.

Town Attorney Sanderson explained that the ordinance will require approval from the State Engineer's Office, as this is the appropriate method to provide publicly constructed notice for speed regulations.

Monica clarified that written public comments will be accepted up to 12:00 PM (Noon) on the day of the meeting. Comments received by that deadline will be included in the meeting packet.

Councilmember Larsen specifically mentioned Terrace Drive and suggested that Craig be invited to attend the next meeting if further clarification is needed. Councilmembers may also email Craig directly in the meantime.

Councilmember Castillo inquired about the number of signs that would be required.

Mayor Green responded that there is currently no firm number but emphasized the importance of budgeting annually for signage needs. He also noted the need to consult with Craig to determine whether implementation of the ordinance would require an increase in the sign budget.

The ordinance passed on first reading but is expected to undergo further refinements as Public Works Director Craig continues to review the proposed speed zones. Voting Yea:

Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Award of Town of Alpine Sign Bids:

Councilmember Burchard moved to award the Town of Alpine Sign Bid. Councilmember Castillo seconded. Motion carried.

The Council discussed the bids received for the Town of Alpine signage project. Three bids were previously opened from Exposure Signs, IF Signs, and SignPro, with amounts coming in relatively close.

Councilmember Larsen announced that he would abstain from the vote due to his position on the Travel and Tourism Board, which is involved in the signage project.

Councilmembers shared their impressions of the bids. It was noted that IF Signs did an excellent job and were great to work with. However, Mayor Green recommended Exposure Signs, citing their extensive experience and the high quality of the example sign they submitted. He emphasized that the proposed sign is made from a composite material that is weather-resistant and durable.

Councilmember Larsen suggested that the backside of the sign could include a “Thanks for visiting” message. The Council also briefly discussed budgeting for future lighting of the signs.

Councilmember Burchard amended her motion to specify awarding the bid to Exposure Signs in the amount of \$59,399.00. The amended motion was seconded by Councilmember Castillo.

The motion passed with all in favor. Councilmember Larsen abstained. There was no further discussion. Voting Yea: Councilmember Castillo, Councilmember Burchard, and Mayor Green

Town of Alpine Independent Contractor Agreement:

Councilmember Larsen moved to approve the Town of Alpine Independent Contractor Agreement. Councilmember Burchard seconded. Motion carried.

The Council reviewed the proposed Independent Contractor Agreement for services to be provided by contractor Dee J. Rammell. It was noted that the only edits made to the agreement were related to the insurance requirements. Mr. Rammell will be billing for a specific project under the terms of the agreement.

A motion was made and seconded to approve the agreement as presented with the noted revisions.

The motion passed with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Resolution No. 2025-016 - A Resolution Appointing A Code Enforcement Officer For The Town Of Alpine, Wyoming:

Councilmember Burchard moved to approve Resolution No. 2025-016 - A Resolution Appointing A Code Enforcement Officer For The Town Of Alpine, Wyoming. Councilmember Larsen seconded. Motion carried.

The Council considered Resolution No. 2025-016, appointing Tara Bender as the Code Enforcement Officer for the Town of Alpine. Mayor Green noted that Tara has already been actively working on enforcement matters, stating she has been “up to her knees in cases.”

The motion passed with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

Following the vote, Mayor Green administered the oath of office, formally appointing Tara Bender as the Town’s Code Enforcement Officer.

Review and Award Proposal for Painting the Town Hall:

The Council reviewed multiple bids received for the Town Hall painting project. After discussion, the Council decided to table the item to allow time for bidders to provide separate cost estimates for interior and exterior painting, along with additional detail.

Councilmember Larsen made a motion to table the item until the May 20, 2025 meeting. Councilmember Andrea Burchard seconded the motion.

The motion passed with all in favor. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

GENERAL PUBLIC COMMENT:

Mayor Green opened the floor for general public comment. He explained that this portion of the meeting is limited to 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity for members of the public to address the Council on any topic not listed on the

agenda. The Council may listen but will not take action on items raised during this time. Speakers are expected to maintain decorum and be respectful. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting.

A written public comment was received from Butera regarding the basketball hoops in Ferry Peak Park. The letter will be attached to these minutes.

Brett Bennett spoke in support of keeping the basketball hoops at Ferry Peak Park, noting that his children use them regularly and asking the Council not to remove them.

Dan Schou expressed appreciation that the Town is moving forward with maintaining the Town Hall building, referencing the painting and staining bids discussed earlier in the meeting.

Patricia McQuade addressed the Council with questions regarding County Road 100, asking about the logistics of the road and how it affects properties both inside and outside of town boundaries.

Councilmember Andrea Burchard thanked everyone who participated in Spring Cleanup, specifically recognizing the local church group that comes out each year with 15 or more volunteers.

Councilmember Jeremy Larsen provided a brief update on the road project located on the hill, noting that work on fill-ins and related improvements is expected to be completed around May 15th.

EXECUTIVE SESSION:

Councilmember Larsen made a motion to enter Executive Session at 8:44 PM, which was seconded by Councilmember Burchard. The Council entered Executive Session, during which no action was taken. Councilmember Larsen then made a motion to exit Executive Session and return to the regular meeting at 9:27 PM, Councilmember Burchard seconded. Voting Yea: Councilmember Castillo, Councilmember Burchard, Councilmember Larsen, and Mayor Green.

ADJOURNMENT

Councilmember Larsen made a motion to adjourn. Councilmember Burchard seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide. Motion carried. Meeting adjourned at 9:27 PM.

MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:

Sarah Greenwald
Sarah Greenwald, Town Assistant Clerk

05/13/2025
Date

Attest:

Monica L. Chenault
Monica L. Chenault, Town Clerk

5/13/2025
Date

Minutes approved in a legally advertised meeting on May 20th, 2025

Signed:

Attest:

Eric Green, Mayor

Monica L. Chenault, Town Clerk

April 30, 2025

Parks and Recreation Department
Town of Alpine
Alpine WY 83125

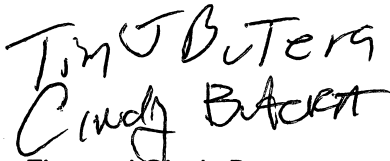
Hi,

It has come to our attention that there is discussion that the basketball hoops in Ferry Peak Park will be taken down because of the Pickle Ball Courts or not being used.

DO NOT DO THIS! As you know, we live right next to the park, and we know that both the pickle ball and basketball hoops are used quite a bit. This spring a lot of people are shooting hoops – have not seen pickleball yet but assume will be soon. Please let the residents share the recreation facilities.

If you have any questions and would like to talk with us, please let us know. Could you please put us on the Parks and Rec email list – email below.

Thank you,

Handwritten signatures of Tim and Cindy Butera in black ink. The signature for Tim is above the signature for Cindy.

Tim and Cindy Butera
341 E Mill Road
307-654-7472
Tiggerjh80@gmail.com



PLANNING & ZONING COMMISSION MINUTES

April 8, at 7:00 PM / 250 River Circle - Alpine, WY 83128

1. **CALL TO ORDER:** The Meeting was called to order at 7:01 p.m.
2. **ROLL CALL & ESTABLISH QUORUM:** Ms. Christine Wagner, Planning and Zoning Commission Administrator established roll call, members in attendance were Ms. Melissa Wilson, Mr. Dan Schou, Ms. Rachael Stewart. A quorum was established. Also in attendance was Ms. Christine Wagner, Zoning Administrator, Ms. Gina Corson, Assistant Planning and Zoning Administrator.
3. **TONIGHT'S APPOINTMENTS/ NEW BUSINESS:**

- a. **DEADHORSE DEVELOPMENT, LLC (New West Building Company): Lot #1, Deadhorse Meadows, 856 Elkhorn Drive, Building B (East): #C-01-25 – Site Plan Review**

Key Discussion Points:

- They have not received final approval from the State Department of Fire Prevention and Electrical Safety.
- They have not received final approval from the Town Building Official. Ms. Wagner said she has spoken with the Building Official and expects to get final approval or denial from him by early next week.
- They were concerned about the timeline for permit approval since the Planning and Zoning Meetings are now only once a month. The commission clarified they only approve the Site Plan in the new process. From their understanding the Building Official can approve at any point, does not need to wait for a certain date, and then the permit can be issued by the Town Clerk.

Mr. Dan Schou moved to approve the Site Plan Building B #C-01-25. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- b. **DEADHORSE DEVELOPMENT, LLC (New West Building Company): Lot #1, Deadhorse Meadows, 856 Elkhorn Drive, Building A (West): #C-02-25 – Site Plan Review**

Key Discussion Points:

- No further discussion.

Mr. Dan Schou moved to approve the Site Plan Building A #C-02-25. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- c. **ALPINE ON, LLC – ALPINE VALLEY RV RESORT: Lot #20, Snake River Junction, Lunch Counter Lane – Preliminary Site Plan Review**

Key Discussion Points:

- There will not be a lot of room left on lot 22 after the lodge is built so they are planning on combining lots 22, 21, and 37 for parking, landscaping, stormwater management and snow storage reasons. However, even without the combination of the three lots they are within the setback parameters of the COA agreement even though they are

different from the Towns. When the Town annexes these parcels the Town has agreed to adopt and honor those COA setback rules.

- Parking and snow storage have been calculated using lots 22 and 37.
- Planning and Zoning commission said it all looks good dependent on the combination of the lots. We will need the COA agreement.
- Mr. Dan Schou asked them to clarify how the access roads to the RV and lodge will work and if there will be a stop sign. The developer stated it was designed to accommodate multiple RV at a time for the check in process without backing up onto Lunch Counter Lane.

No vote needed for preliminary site plan review.

- d. **ALPINE ACE HARDWARE: Lot # 716" C" Lakeview Estates Subdivision, 100 Greys River Road - (#MC-02-25) – Temporary Green House Installation {4-15-25 to 10-1-25}**

Key Discussion Points:

- They have been using the same greenhouse and installing it in the same place for the last 5 years.
- They have identified the new handicapped parking location.
- Same construction method will be used and have signed off they understand and will comply with the load bearing requirements.

Ms. Rachel Stewart moved to approve the application for #716 "C" Lakeview Estate Subdivision 100 Greys River Road MC 02-25. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

4. TABLED ITEMS:

- a. **NORTH LINCOLN COUNTY HOSPITAL DBA STAR VALLEY HEALTH: Lot #189, Alpine Meadows Subdivision, 37 Wintergreen Drive (MC-01-25) - Electrical in Commercial Building**

Key Discussion Points:

- i. The commission asked if we got the State of Wyoming Department of Fire Prevention and Electrical safety?
 1. Yes, we did.
- ii. Ms. Melissa Wilson asked if we had all the paperwork needed from the subdivision.
 1. Yes, we did.

Mr. Dan Schou moved to un-table application for 37 Wintergreen Drive MC-01-25. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

Mr. Dan Schou moved to approve permit for 37 Wintergreen Drive MC-01-25. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- b. **JW PROPERTY INVESTMENTS, LLC {JEFF JEBBSEN}: Lot #732 "B", Lakeview Estates Subdivision, 192 Trail Drive Road (#R2-01-25) - Multi-Unit Townhomes**

Key Discussion Points:

- i. Zoom call scheduled with Lower Valley Energy tomorrow to go over the relocation of the power line on the lots.
- ii. Mr. Dan Schou asked if there were drawings with the radius of equipment provided.
 - 1. Mr. Killpack has previously had a meeting with Lower Valley Energy and has a scheduled meeting with OSHA on site.
 - 2. He stated there was no need for those drawing because they had plenty of clearance. They have already received a letter from Lower Valley Energy stating they can start construction up to the first floor with the information they provided.

Ms. Rachel Stewart moved to un-table application for 192 Trail Drive Road R2-01-25. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

Ms. Rachel Stewart moved to approve the Site Plan for 192 Trail Drive Road R2-01-25 with contingencies 1.) we receive the Permit from The State of Wyoming Department of Fire Prevention and Safety 2.) a concrete inspection will be carried out until Lower Valley Energy signs off on the approval of the utility work, and the site plan shows the location of the trash enclosure and dumpster. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- c. **JW PROPERTY INVESTMENTS, LLC {JEFF JEBBSEN}: Lot #734 "B", Lakeview Estates Subdivision, 196 Trail Drive Road (#R2-02-25) - Multi-Unit Townhomes**

Key Discussion Points:

- i. No Further Discussion

Ms. Rachel Stewart moved to un-table application for 196 Trail Drive Road R2-02-25. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

Ms. Rachel Stewart moved to approve the Site Plan for 196 Trail Drive Road R2-02-25 with contingencies 1.) we receive the Permit from The State of Wyoming Department of Fire Prevention and Safety 2.) a concrete inspection will be carried out until Lower Valley Energy signs off on the approval of the utility work, and the site plan shows the location of the trash enclosure and dumpster. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

5. PLANNING AND ZONING CORRESPONDENCE:

- a. None

6. PLANNING AND ZONING DISCUSSION ITEMS:

- a. **Design Review Committee Guidelines Review:** Ms. Christine Wagner stated even though we discussed the Design Review Guidelines the ordinance specifies they can only adopt the final guidelines not the preliminary ones.

Mr. Dan Schou moved to send a recommendation to the Design Review Committee, the Planning and Zoning Commission receive a finalized copy of the Design Review Guidelines before a recommendation to approve is given to the Town Council. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

Mr. Dan Schou moved to send a recommendation from the Planning and Zoning Commission to the Town Council that the Planning and Zoning Commission have received and reviewed the Preliminary Design Guidelines provided by the Design Review Committee. Upon receipt of the finalized Design Review Guidelines the Planning and Zoning Commission will make a recommendation to approve them at the April 15th Town Council Meeting. Ms. Rachel Stewart seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- b. Mr. Dan Schou said our LUDC does not specify what the "Site" is and what is to be included in a Site Plan Review. For instance, are they looking at a 2D site plan or is it 3D including any utilities above the ground as well.
- c. Mr. Dan Schou raised a concern about owner/builders. What are we doing as a town, or should we do, to ensure they have a minimum level of knowledge and competency to allow them to be an owner/builder.
 - a. Ms. Christine Wagner suggested they must apply for and get a business license; however, a business license does not ensure a minimum level of competency.
 - b. Ms. Gina Corson asked why we would need to establish that prior to allowing them to build because any building that is done that is not up code when inspected by the Building Official will be held to the same standards. And, if it doesn't pass the inspection then they must correct the issues. Furthermore, both ICC and our Town Ordinance has language that allows the Building Official to stop work and shut down jobs for a variety of reasons including Town code issues.
 - c. Mr. Dan Schou asked if there is an ordinance or mechanism in place that requires a certain number or type of inspections.
 - i. Ms. Christine Wagner stated that is included in the inspection list which is the preview of the Building Official per code.
 - d. There is concern that even the required inspections are not being done or done properly. Furthermore, what is going to happen to the old projects that are in progress.
 - i. Mr. Christine Wagner said the old Residential Inspector, Mr. Dan Hallstead, will be finishing up those projects and the new Building Official will take on all new projects.
- d. Mr. Dan Schou asked who was in charge of the general maintenance for Town property and buildings, specifically the Civic Center has some beams that are in need of repair.

7. APPROVAL OF MINUTES:

- a. Planning and Zoning Commission Meeting Minutes- February 11th, 2025

Ms. Rachael Stewart motions to approve February 11, 2025, minutes. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- b. Planning and Zoning Commission Meeting Minutes- March 11, 2025

Ms. Rachael Stewart motions to approve March 11, 2025, minutes. Mr. Dan Schou seconded the motion. Vote: 3 yes, 0 no, 0 abstain, 0 absent. Motion carried.

- 8. TOWN COUNCIL ASSIGNMENT: Town Council Meeting- April 15th, 2025: Mr. Dan Schou will be the representative in attendance at that meeting.**

- 9. ADJOURN MEETING: Mrs. Rachael Stewart has moved to adjourn the meeting. Mr. Dan Schou seconded the motion. Vote: yes, 0 no, 0 abstain, absent. Motion carried.**

The meeting was adjourned at 9:32 pm.

Melinda

5-13-25

Melisa Wilson, Chairman

Date

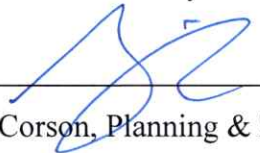
Attest:



Gina Corson, Planning & Zoning Administrator

5/15/2025
Date

Prepared and Transcribed By:



Gina Corson, Planning & Zoning Administrator

5/15/2025
Date

** Minutes are a summary of the meeting **

Town of Alpine

Town of Alpine, WY
Check Issue Dates: 5/6/2025 - 5/19/2025

Page: 1
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Name	Invoice Number	Description	Invoice Date	Extended Price	Check Issue Date	Check Number	GL Account
10							
Refunds	REFUND CC HOA MTG	Cancelation of Civic Center Reser	05/13/2025	26.50	05/19/2025	20312	1033100
Cushing Terrell	195133	Master Plan Consultants- See atta	04/22/2025	17,975.00	05/19/2025	20297	1042315
Sanderson Law Office	5785	Monthly Retainer- Mar2025	04/15/2025	2,600.00	05/19/2025	20314	1042315
Williams, Porter, Day & Neville, P.	19981	Legal Fees- See attached for deta	04/18/2025	535.50	05/19/2025	20328	1042315
PEAC Solutions	40347178	Printer Contract	03/27/2025	47.09	05/19/2025	20308	1042345
PEAC Solutions	40450598	Printer Contract	04/26/2025	327.10	05/19/2025	20308	1042345
SVI Media	25788	Advertising- See attached for deta	04/30/2025	1,811.99	05/19/2025	20316	1042350
Design Energy Engineering, LLC	2504	Building Services- See attached f	04/30/2025	14,037.50	05/19/2025	20298	1050315
Quality Service	1612	Snow Plow Parts	02/11/2025	862.31	05/19/2025	20310	1054334
Lincoln County Sheriff's Office	APRIL 2025 COMMUNICATIONS	Communications- April 2025	05/01/2025	606.50	05/19/2025	20305	1056319
Stewart Plumbing	APRIL 2025	Unclogged 4 inch main drain	04/28/2025	825.00	05/19/2025	20315	1058330
Belinda Penny	563843	Cleaning Civic Center	04/30/2025	640.00	05/19/2025	20294	1058332
Star Valley Glass and Lock	09698	Slide Lock Re-Key	11/04/2024	184.00	05/06/2025	20279	1058332
All Star Auto Parts - Napa	745494	F350 Parts	04/09/2025	40.93	05/19/2025	20292	1058334
High Country Linen	L00003374	Uniform Service 02/13/2025 Shop	04/01/2025	.67	05/06/2025	20267	1058410
High Country Linen	0494111	Uniforms Services- 03/13/2025	03/13/2025	103.44	05/06/2025	20267	1058410
Norco, Inc	0043478782	Cylinder Rent	04/30/2025	39.60	05/19/2025	20306	1058410
Veritiv Operating Company	689-37495935	Office Supplies	05/02/2025	870.16	05/19/2025	20327	1058411
Green Turf Landscaping	16379PP1- 16380PP1-16378PP1	Town Hall Lawn-Tree Care	03/01/2025	737.12	05/19/2025	20302	1065332
RE Investment Company	2066717-0001	Boomlift Rental	04/14/2025	497.25	05/19/2025	20311	1065332
Refunds	MTN DAYS 2025 DEPOSIT	Mountain Days Entertainment De	05/13/2025	250.00	05/19/2025	20300	1066430
Teton Raptor Center	MTN DAYS2025	Mountain Days Entertainment 202	05/12/2025	750.00	05/19/2025	20317	1066430
Jake Long	2006 WALTON	Trailer Purchase- Streets and Par	05/08/2025	5,000.00	05/08/2025	20290	1090540
The Bancorp	681963-1	Lease Payment	03/31/2025	8,053.61	05/19/2025	20324	1095640
Total 10:				56,821.27			
51							
Teton Technology	35608	IT Services- Water	05/01/2025	436.24	05/19/2025	20323	5142335
Core & Main	W697684	Water Parts	04/09/2025	2,389.25	05/19/2025	20296	5180332
High Country Linen	0496561	Uniform Service 03/25/2025-Field	03/27/2025	34.48	05/06/2025	20267	5180332
High Country Linen	0495357	Uniform Service 03/20/2025	03/20/2025	103.44	05/06/2025	20267	5180332
High Country Linen	L00003529-00	Uniform Service 04/24/2025 Shop	05/01/2025	1.78	05/19/2025	20303	5180332
USA Blue book	INV00677921	Water Parts-See attached for deta	04/10/2025	17.49	05/19/2025	20326	5180332
USA Blue book	SCN337235	CREDIT WWTP Supplies- See att	04/15/2025	7.09-	05/19/2025	20326	5180332
USA Blue book	INV00693206	WWTP Supplies- See attached for	04/25/2025	1,802.38	05/19/2025	20326	5180332
USA Blue book	INV00691015	WWTP Supplies- See attached for	04/24/2025	9.40	05/19/2025	20326	5180332
Chemwest LLC	8432772	UN1791 Hypochlorite Solution	03/25/2025	1,300.00	05/19/2025	20295	5180420

Town of Alpine

Town of Alpine, WY
Check Issue Dates: 5/6/2025 - 5/19/2025

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Name	Invoice Number	Description	Invoice Date	Extended Price	Check Issue Date	Check Number	GL Account
Total 51:				6,087.37			
52							
Peak Water Services, LLC	INVPWS3890	WW R&M on Pumps for Lift Statio	04/29/2025	8,365.55	05/19/2025	20309	5282332
AT&T MOBILITY	287316049352X04202025	Utilities phone	04/12/2025	44.11	05/19/2025	20293	5282454
Salt River Motors	665311	Ford F 550 R&M	04/08/2025	1,760.85	05/19/2025	20313	5282500
Dry Creek Enterprises, Inc	M10147	Portable Toilet Maintenance	04/30/2025	100.00	05/19/2025	20299	5283454
Ahren Schultheis	APRIL 2025	Back up WWTP Operator	05/01/2025	500.00	05/07/2025	20248	5284110
Dry Creek Enterprises, Inc	M9909	Sludge Pumping	04/30/2025	7,200.00	05/19/2025	20299	5284318
Town of Pinedale	DEC 15- JAN 14	Sludge Disposal Dec 15 - Jan 14,	01/14/2025	558.64	05/19/2025	20325	5284318
Energy Laboratories, Inc	698091	WWTP Testing	04/01/2025	172.00	05/19/2025	20301	5284320
High Country Linen	0491586	Uniform Service 02/27/2025 WWT	02/27/2025	14.79	05/06/2025	20267	5284332
High Country Linen	0497716	Uniform Service 04/03/2025 WWT	04/03/2025	50.58	05/19/2025	20303	5284332
High Country Linen	0498869	Uniform Service 04/10/2025 WWT	04/10/2025	93.11	05/19/2025	20303	5284332
High Country Linen	04999008	Uniform Service 04/17/2025 WWT	04/17/2025	47.62	05/19/2025	20303	5284332
High Country Linen	0500878	Uniform Service 04/24/2025 WWT	04/24/2025	32.45	05/19/2025	20303	5284332
One Call of Wyoming	75509	Locate Tickets for Apr. 2025	05/05/2025	79.80	05/19/2025	20307	5284332
Jorgensen Engineering	55978	Waste Water Pre Treatment Plant	04/24/2025	12,461.95	05/19/2025	20304	5290541
Total 52:				31,481.45			
Grand Totals:				94,390.09			

Town of Alpine

Town of Alpine, WY
Check Issue Dates: 5/6/2025 - 5/19/2025

Page: 3
May 19, 2025 03:30PM

Dated: _____

Mayor: _____

Council: _____

Treasurer: _____

A handwritten signature in blue ink, consisting of several loops and flourishes, is written over the line for the Treasurer.

Town of Alpine Monthly Engineer's Report

Meeting Date: May 20, 2025
Submitted By: Kevin Meagher, Project Manager
Prepared On: May 15, 2025

Summary of Tasks

Water Fund:

1. AMI Radio Read Project:

- Contractor Core & Main is finalizing the material submittals to satisfy the State requirements
- Construction meetings are being held weekly and will become daily as the project gets underway
- Installation of larger meters and associated concrete vaults will start the week of May 26th
- Preconstruction meeting was held at Town Hall. Antenna tower locations were reviewed and some added water meters are being looked at for monitoring

2. Development Reviews:

- Dead Horse Meadows Lot-1
- 192 & 194 Trail Drive 16-Plex Apartments

3. Water Rate Recommendations:

- Town Staff and Jorgensen are working on revised ordinances and rate updates

4. Water Permitting:

- Received water permit for Alpine Water District Well-4 (aka Mega-Well)
- Minor paperwork items are being finalized with State Engineers Office

Sewer Fund:

1. Sewer Rate Recommendations:

- Town Staff and Jorgensen are working on revised ordinances and rate updates

Pre-Treatment Plant Update:

1) Process Piping Systems construction;

- General contractor has not been working on-site since the end of February
- Substantial completion date was not achieved

Town of Alpine

Section 6, Item.

4/1/25 to 4/30/25

Citations	5 Citations 0 Warnings
CFS/Law Incidents	152
Special Patrol	59

Animal Problem		Abandoned Vehicle	3
Agency Assist	1	Auto Accident	3
Aircraft	2	Child Abuse	
Alarms	8	Citizen Dispute	1
Assault		Civil Standby	1
Burglary		Custodial interference	1
Citizen Assist	3	Domestic Violence	
Alcohol problems		Civil Execution/paper	
Controlled Burn	6	Disturbance	1
Controlled Substance		Game & Fish	
Drugs	2	Harassing	
E911	12	Fire / Fireworks	
Fraud		Field contact	1
Information	3	Patient transport	
Property damage		Lost/Found Property	
Lost/Found Animal		Parking problem	
Livestock/lock out	/ 1	Juvenile problem	1
Mental subject		Medical	8
Littering	1	Missing person	
Noise	1	REDDI	3
Reckless driving	3	Motorist assist	3
Smoke/Fire		Prisoner transport	3
Robbery		Security check	
Sex offense/Stalking	1 /	Suspicious	
Search/LE		Vehicle theft	
Suicidal Subject	1	Threatening	2
Traffic stop	46	Weapon offence	
Traffic hazard	2	Trespassing	
Theft		Vandalism	2
Traffic offense		Utility problem	
Transfer patient	19	Welfare Check	
Vin Inspection	7	Warrant	
VIN Stamp		Utility problem	



ORDINANCE NO. 2025-008

AN ORDINANCE OF THE TOWN OF ALPINE, WYOMING ESTABLISHING MAXIMUM SPEED LIMITS FOR VEHICLE TRAVEL WITHIN THE INCORPORATED BOUNDARIES OF THE TOWN OF ALPINE, WYOMING AND DESIGNATING THE MAXIMUM SPEED LIMITS FOR VEHICLE TRAVEL ON SPECIFIC ROADWAYS DESIGNATED HEREIN, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MAXIMUM SPEED LIMITS.

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

SECTION 1. PURPOSE AND INTENT

The purpose of this ordinance is to establish maximum speed limits for vehicle travel within the incorporated boundaries of the Town of Alpine, Wyoming and designating the maximum speed limits for vehicle travel on specific roadways designated herein, and providing penalties for the violation of the maximum speed limits as allowed by Wyoming Statutes § 31-5-303.

SECTION 2. GENERAL SPEED LIMITS

- (a) No person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.
- (b) Except when a special hazard exists that requires lower speed for compliance with subsection (a) of this Section, the limits specified in this Section, Section 3 or Section 4 as authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway or any street or road within the Town of Alpine, Wyoming at a speed in excess of such maximum limits:
 - (1) Twenty-five (25) miles per hour, unless otherwise posted.
 - (2) Twenty (20) miles per hour when passing a school building or the grounds thereof, or a school crossing, during school hours, or while children are going to or leaving school during opening or closing hours; provided, that the presence of such school building, ground thereof, or school crossing is indicated plainly by signs or signals conforming to the provisions hereof.
 - (3) Thirty (30) miles per hour on U.S. Highway 89.

SECTION 3. SPEED LIMITS ON ROADWAYS NAMED HEREIN

The following roadways within the Town of Alpine shall have maximum speed limits as designated:

25 MPH

- i. Jordan Canyon Drive
- ii. Greys River Road
- iii. Elkhorn Drive
- iv. Buffalo Drive

20 MPH

- i. Meadows Drive
- ii. East Mill
- iii. Boardwalk Drive
- iv. Sawmill Road
- v. Wooden Spur
- vi. Trail Drive Road
- vii. West Mill Circle
- viii. Wintergreen Drive
- ix. Foxtail Street
- x. Three Rivers Drive

15 MPH

- i. Nelson Lane
- ii. Lodge Lane
- iii. River Bench
- iv. Canyon View
- v. Aster Loop
- vi. Columbine Street
- vii. Sweet Grass Trail
- viii. Sagebrush Lane
- ix. Bridger
- x. Terrace Drive
- xi. Grandview Drive
- xii. Alpine Drive
- xiii. Morning Star Drive
- xiv. Star Lane
- xv. Twin Pines Circle
- xvi. Parkway Drive
- xvii. Center Street
- xviii. Short Street
- xix. Stoor Drive
- xx. West Loop Drive
- xxi. Arnica Trail
- xxii. Primrose Court
- xxiii. Targhee Place Parkway

- xxiv. Greys River Loop
- xxv. Meadows Court
- xxvi. Terrace Lane
- xxvii. Forest Circle Drive
- xxviii. Pinecrest Circle
- xxix. Overlook Circle
- xxx. Mountain Drive
- xxxi. Pine Court
- xxxii. Alpine Circle
- xxxiii. Lakeview Drive
- xxxiv. Snake River Drive
- xxxv. Riverview Drive
- xxxvi. River Circle
- xxxvii. Sunset Drive
- xxxviii. Deer Lane

10 MPH

- i. Red Quill
- ii. Blue Wing

SECTION 4. MINIMUM SPEEDS

- (a) No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with the law.

SECTION 5. ENFORCEMENT AND PENALTIES

- (a) Any person traveling in excess of the posted maximum speed limit shall be guilty of a misdemeanor and shall pay a fine not to exceed \$500.00 for violations of Section 3 herein, and not to exceed \$250.00 for violations of Section 2 (b) 3. Persons may forfeit bond as set by the Bond Schedule set forth in W.S. § 31-5-1205.

SECTION 6. SEVERABILITY

- (a) If any section, paragraph, clause, or provision of this ordinance is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of the remaining portions of this ordinance.

SECTION 7. EFFECTIVE DATE

- (a) This ordinance shall take effect and be in force from and after its passage, approval, approval by the superintendent as provided by W.S. § 31-5-303 (d) and publication as required by law.

Passed First Reading on the 6th day of May 2025.

VOTE: 4 YES, 0 NO, 0 ABSTAIN, 1 ABSENT
(Absent: Councilmember Scaffide)

Passed Second Reading on the 20th day of May 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed on Third and Final Reading 3rd day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

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

I hereby certify that the forgoing Ordinance No. 2025-008 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

2nd Reading



ORDINANCE NO. 2025-008

AN ORDINANCE OF THE TOWN OF ALPINE, WYOMING ESTABLISHING MAXIMUM SPEED LIMITS FOR VEHICLE TRAVEL WITHIN THE INCORPORATED BOUNDARIES OF THE TOWN OF ALPINE, WYOMING AND DESIGNATING THE MAXIMUM SPEED LIMITS FOR VEHICLE TRAVEL ON SPECIFIC ROADWAYS DESIGNATED HEREIN, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MAXIMUM SPEED LIMITS.

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

Section 1. PURPOSE AND INTENT: The purpose of this ordinance is to establish maximum speed limits for vehicle travel within the incorporated boundaries of the Town of Alpine, Wyoming and designating the maximum speed limits for vehicle travel on specific roadways designated herein, and providing penalties for the violation of the maximum speed limits as allowed by Wyoming Statutes § 31-5-303.

Section 2. SPEED LIMITS.

(a) No person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

(b) Except when a special hazard exists that requires lower speed for compliance with subsection (a) of this Section, the limits specified in this Section, Section 3 or Section 4 as authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway or any street or road within the Town of Alpine, Wyoming at a speed in excess of such maximum limits.

(1) Twenty-five (25) miles per hour unless otherwise posted.

(2) Twenty (20) miles per hour when passing a school building or the grounds thereof, or a school crossing, during school hours, or while children are going to or leaving school during opening or closing hours; provided, that the presence of such school building, ground thereof, or school crossing is indicated plainly by signs or signals conforming to the provisions hereof.

(3) Thirty (30) miles per hour on U.S. Highway 89.

Section 3. SPEED LIMITS ON ROADWAYS NAMED HEREIN

- (a) Major Collector = 25 m.p.h.
 - i. Jordan Canyon Drive
 - ii. Greys River Road
 - iii. Elkhorn Drive
 - iv. Buffalo Drive

- (b) Major Local = 15 m.p.h.
- i. Nelson Lane
 - ii. Lodge Lane
 - iii. River Bench
 - iv. Canyon View
 - v. Aster Loop
 - vi. Columbine Street
 - vii. Sweet Grass Trail
 - viii. Sagebrush Lane
 - ix. Bridger
 - x. Terrace Drive
 - xi. Grandview Drive
 - xii. Alpine Drive
 - xiii. Morning Star Drive
 - xiv. Star Lane
 - xv. Twin Pines Circle
- (c) Minor Collector = 20 m.p.h.
- i. Three Rivers Drive
 - ii. Meadows Drive
 - iii. East Mill
 - iv. Boardwalk Drive
 - v. Sawmill Road
 - vi. Wooden Spur
 - vii. Sunset Drive
 - viii. Terrace Drive
 - ix. Trail Drive Road
 - x. West Mill Circle
 - xi. Wintergreen Drive
 - xii. Foxtail Street
- (d) Minor Local = 15 m.p.h.
- i. Parkway Drive
 - ii. Center Street
 - iii. Short Street
 - iv. Stoor Drive
 - v. West Loop Drive
 - vi. Arnica Trail
 - vii. Primrose Court
 - viii. Targhee Place Parkway
 - ix. Greys River Loop
 - x. Meadows Court
 - xi. Meadows Court
 - xii. Terrace Lane
 - xiii. Targhee Loop
 - xiv. Targhee Avenue

- xv. Targhee Avenue
- xvi. Forest Circle Drive
- xvii. Pinecrest Circle
- xviii. Overlook Circle
- xix. Mountain Drive
- xx. Pine Court
- xxi. Alpine Circle
- xxii. Lakeview Drive
- xxiii. Bugling Elk Drive
- xxiv. Snake River Drive
- xxv. Riverview Drive
- xxvi. River Circle
- xxvii. Deer Lane

Section 4. MINIMUM SPEEDS.

(a) No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with the law.

Section 4. ENFORCEMENT AND PENALTIES:

(a) Any person traveling in excess of the posted maximum speed limit shall be guilty of a misdemeanor and shall pay a fine not to exceed \$500.00 for violations of Section 3 herein, and not to exceed \$250.00 for violations of Section 2 (b) 3. Persons may forfeit bond as set by the Bond Schedule set forth in W.S. § _____.

Section 5. SEVERABILITY. If any section, paragraph, clause, or provision of this ordinance is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of the remaining portions of this ordinance.

Section 6. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, approval by the superintendent as provided by W.S. § 31-5-303 (d) and publication as required by law.

Passed First Reading on the 6th day of May 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed Second Reading on the 20th day of May 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed on Third and Final Reading 3rd day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

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

I hereby certify that the forgoing Ordinance No. 2025-008 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

2/26/2025

Precision Electrical Pay Application & Change Order Summary
Alpine Pretreatment Plant Process Piping

<u>Contract</u>	<u>Liability</u>	<u>Date</u>	<u>Pay App</u>	<u>Invoice Cost</u>	<u>C/O #</u>	<u>Cost</u>	<u>C/O Description</u>
\$508,000.00	\$508,000.00	6/26/2024	Original Cost	n/a	n/a	n/a	n/a
\$508,000.00	\$406,993.00	7/9/2024	1	\$101,007.00	n/a	n/a	n/a
\$508,000.00	\$204,318.40	10/1/2024	2	\$202,674.60	n/a	n/a	n/a
\$547,624.64	\$243,943.04	10/14/2024	n/a	n/a	1	\$39,624.64	Duct Htrs Elect, Gen Block Htr & Battery Charger
\$547,624.64	\$140,419.54	10/31/2024	3	\$103,523.50	n/a	n/a	n/a
\$547,624.64	\$105,503.54	12/24/2024	4	\$34,916.00	n/a	n/a	n/a
\$569,101.64	\$126,980.54	1/21/2025	n/a	n/a	2	\$21,477.00	VFDs, Hose Bibs, CAT6
\$656,014.76	\$213,893.66	2/19/2025	n/a	n/a	3	\$86,913.12	Gas Monitor, HVAC Controls, missing Cambrian piping
\$656,014.76	\$84,598.02	2/26/2025	5	\$129,295.64	n/a	n/a	n/a
Invoiced Total (to-date) =				\$571,416.74		\$148,014.76	= Change Order Total

363 West Chubbuck Road
Pocatello, ID 83206
(208) 237-8200
(208) 237-8210 Fax



455 South Eastern Ave.
Idaho Falls, ID 83402
(208) 522-3156
(208) 523-8906 Fax

CONDITIONAL WAIVER AND RELEASE

When the undersigned has been paid in full for all labor, services, equipment or material furnished to Precision Electrical Company, on the remaining account balance including all jobs in the amount of \$40,693.10. They will release any right to lien, stop notice, or any right against a labor or material bond on all jobs. Both parties agree there is no further obligation on either party to provide anything further.

Once the check #1013 has cleared the bank it was drawn upon D&S Electrical Supply will close account.

*If check bounces
account isn't clear
✓
[Signature]*

D&S ELECTRICAL SUPPLY CO
BY: [Signature]
Angela Lyon / CFO
DATE: 6/10/24



Unconditional Lien Waiver

578 N 4080 E Unit A
Rigby, ID 83442

June 6, 2024

D&S Electrical Supply Co.

363 West Chubbuck Road

Pocatello, ID 83206

Dear Angela,

Beginning with your refusal to accept payment by a cashier's check back on May 13, 2024, for the Precision Electrical Services account, your actions have shown your unwillingness to work with either party. After serious consideration it was decided the best choice of action would be to make a lump sum payment for Precision's account with the release of a lien waivers from all moneys owed. There is an outstanding \$13,068.04 Credit that was promised by Derrick and Luke for materials returned from the General contractor that were never applied to the account for a project (invoices 0364972 and 0367701). We also discovered that credits for materials returned were not credited, instead they were partially credited off trailers you provided. You have also disparaged and defamed us to third parties, something we are having our attorney look at. This has become an unprofessional relationship, and you seem to have a personal ax to grind for reasons we cannot understand. We are prepared to take legal action on the account if you are not willing to accept our payment and provide a lien waiver. We are requesting that this account become closed as there will be no further need for your services. Please confirm below that the account is closed, and all lien attempts are canceled.

D&S Electrical Supply	
Name: <u>Angela Lynn</u>	Date: <u>6/10/24</u>
Signature: <u>[Signature]</u>	
Witness: <u>Courtney Mueller</u>	
Name: <u>Courtney Mueller</u>	Date: <u>6/10/24</u>
Signature: <u>[Signature]</u>	

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Town of Alpine
(hereinafter called OWNER) and Precision Electrical Services
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Wastewater pretreatment plant process piping systems construction as described on contract documents, plans, specifications and correspondence

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Wastewater pretreatment process piping, controls, wiring, construction, integration and start-up (turn-key)

ARTICLE 3 - OWNER

3.01 Construction Contract Administration will be provided by:

Town of Alpine, Owner

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before Oct. 14, 2024 and will be ready for final payment on or before October 30, 2024

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed for delays. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500

for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below: **\$508,000.00**

Five Hundred and Eight Thousand dollars

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the bid schedule. The final contract price will be adjusted to reflect actual quantities completed.

B. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER. Unit Prices have been computed as in accordance with the Special Provisions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment on a Monthly basis for work completed by the 25th day of each month. Applications for Payment will be processed by Owner. Payments will payable by the 10th day of the second following

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed):

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold for incomplete or defective work:

a. 90% of Work completed (with the balance being retainage); and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as OWNER shall determine and less the OWNERS's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within 60 days of the date that final completion is achieved. Final completion shall be defined as the time when all equipment is installed and operational, the site is cleaned up and all equipment manuals have been submitted.

Final Payment will be adjusted for any written notices of unpaid labor and/or materials during the 40-day public notice period

ARTICLE 7 - INTEREST

7.01 All moneys not paid within 60 days of the date due shall bear interest at the rate of 6% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, site and seasonal conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1.2

1. This Agreement
2. Specifications which include the Wyoming Standards for Public Works (not attached), Special Provisions and Supplemental Specifications.
3. Drawings consist of a Sheets: JVA Consulting plans 4/11/24 (E0.1, E1.1, E2.0), KVA Consulting plans dated 4/3/24 (EN0.0, EN1.0, EN2.0, E0.0, E1.0, PO.0, P1.0, M0.0, M1.0), Cambrian plans dated 5/24/24 (M1.10, M1.02, P1.01_-1 thru 04, P1.02_01 thru 03, P1.03_01 thru 02, P1.04_01 thru 02, P1.05_01 thru 03, P1.06, P1.07, P1.08, P1.09, P1.10_01 of 02, P1.01_02 of 02, P1.11, P1.12, P1.13)
4. Addenda; Performance and Payment Bonds (125% of contract), schedule of values and schedule
5. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award; public Council meeting on June 18, 2024
 - b. CONTRACTOR's Bid; Yes
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award; n/a
 - d. Notice to Proceed; dated June 26, 2024

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments; n/a
 - b. Work Change Directives; n/a
 - c. Change Order(s). n/a
 - e. Plans delivered electronically
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented in writing by mutual agreement between Owner and Contractor.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

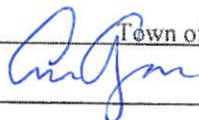
10.05 *Other Provisions*

Contractor shall run all communications concerning the construction of the building through the Town's Owner Representative, Jorgensen Associates. All billing will utilize; Pay Applications, Certificate for Payment, Schedule of Values and Conditional Lien Release forms.

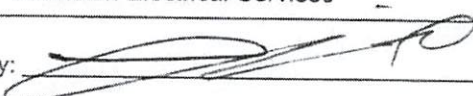
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on July 11, 2024, 2024 (which is the Effective Date of the Agreement).

OWNER:

Town of Alpine
By: 

CONTRACTOR:

Precision Electrical Services
By: 
[CORPORATE SEAL]

Attest _____

Address for giving notices:

250 River Circle; P.O. Box 3070
Alpine, WY 83128

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Eric Green
Title: Mayor
Address: P.O. Box 3070
Alpine, WY 83128
Phone: 307-654-7757
Email: mayor@alpinewy.gov

Attest _____

Address for giving notices:

3966E. 146N
Rigby, ID 83442

License No. C-10056
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

AIA A312 Performance Bond

PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond #LICX1981482**CONTRACTOR:***(Name, legal status and address)*

Precision Electrical Services LLC
a ID Limited Liability Company
3966 E 146 N
Rigby ID 83442

SURETY:*(Name, legal status and principal place of business)*

Lexon Insurance Company
a TX Corporation
10002 Shelbyville Rd, Ste 100
Louisville KY 40223

OWNER:*(Name, legal status and address)*

Town of Alpine, WY
PO Box 3070
Alpine WY 83128

CONSTRUCTION CONTRACT

Date: 6/24/2024

Amount: \$635,000.00

Description: **Process Piping Systems - Alpine WY Waste Water Treatment Plant**
(Name and location)

BOND

Date: 7/9/2024

(Not earlier than Construction Contract Date)

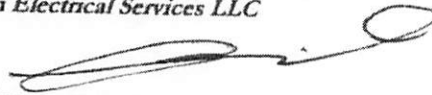
Amount: \$635,000.00

Modifications to this Bond: ☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company:

Precision Electrical Services LLC*(Corporate Seal)***SURETY**

Company:

Lexon Insurance Company*(Corporate Seal)*Signature: 

Name **Joe Wilson**
and Title: **Owner & CEO**

*(Any additional signatures appear on the last page of this Performance Bond.)*Signature: 

Name **Jennifer Grenrood**
and Title: **Attorney-in-Fact**

*(FOR INFORMATION ONLY— Name, address and telephone)***AGENT or BROKER:**

Integrity Surety LLC dba Integrity Surety of Idaho
1649 W Shoreline Drive Ste 101
Boise ID 83702
208-220-0980 jcn@integritysurety.com

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the AIA Contract Documents Program and ACD Operations, LLC, NASBP (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and



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- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____ N/A

Name and Title:

Signature: _____ N/A

Name and Title:



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POWER OF ATTORNEY

2413

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kara Skinner, Cameron Huntsucker, Mercedes Trokey-Moudy, Sierra Maine, Jennifer Grenrood as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexion Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of July, 20 24.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimsAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2670

AIA A312 Payment Bond

PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond #LICX1981482**CONTRACTOR:***(Name, legal status and address)*

Precision Electrical Services LLC
a ID Limited Liability Company
3966 E 146 N
Rigby ID 83442

SURETY:*(Name, legal status and principal place of business)*

Lexon Insurance Company
a TX Corporation
10002 Shelbyville Rd, Ste 100
Louisville KY 40223

OWNER:*(Name, legal status and address)*

Town of Alpine, WY
PO Box 3070
Alpine WY 83128

CONSTRUCTION CONTRACT

Date: 6/24/2024

Amount: \$635,000.00

Description: Process Piping Systems - Alpine WY Waste Water Treatment Plant*(Name and location)***BOND**

Date: 7/9/2024

(Not earlier than Construction Contract Date)

Amount: \$635,000.00

Modifications to this Bond:

☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

Precision Electrical Services LLC*(Corporate Seal)*

Signature:

Name **Joe Wilson**
and Title: **owner & CEO**

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**

Company:

Lexon Insurance Company*(Corporate Seal)*

Signature:

Name **Jennifer Grenrood**
and Title: **Attorney-in-Fact**

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Integrity Surety LLC dba Integrity Surety of Idaho
1649 W Shoreline Drive Ste 101
Boise ID 83702
208-220-0980 jen@integritysurety.com

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the AIA Contract Documents Program and ACD Operations, LLC, NASBP (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly rendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and



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shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: N/A

Name and Title:

Address:

Signature: N/A

Name and Title:

Address:



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POWER OF ATTORNEY

2413

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kara Skinner, Cameron Huntucker, Mercedes Trokey-Moudy, Sierra Maine, Jennifer Grenrood as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel

By: *Richard M. Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/31/21

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified.

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of July, 2024.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-intl.com

Telephone: 615-653-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

AIA A312 Performance Bond

PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond #LICX1981482**CONTRACTOR:***(Name, legal status and address)*

Precision Electrical Services LLC
a ID Limited Liability Company
3966 E 146 N
Rigby ID 83442

SURETY:*(Name, legal status and principal place of business)*

Lexon Insurance Company
a TX Corporation
10002 Shelbyville Rd, Ste 100
Louisville KY 40223

OWNER:*(Name, legal status and address)*

Town of Alpine, WY
PO Box 3070
Alpine WY 83128

CONSTRUCTION CONTRACT

Date: 6/24/2024

Amount: \$635,000.00

Description: **Process Piping Systems - Alpine WY Waste Water Treatment Plant**
(Name and location)

BOND

Date: 7/9/2024

(Not earlier than Construction Contract Date)

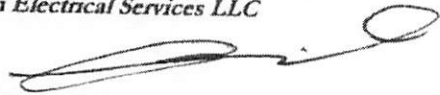
Amount: \$635,000.00

Modifications to this Bond: ☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

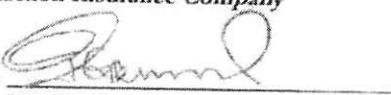
Company:

Precision Electrical Services LLC*(Corporate Seal)***SURETY**

Company:

Lexon Insurance Company*(Corporate Seal)*Signature: 

Name **Joe Wilson**
and Title: **Owner & CEO**

*(Any additional signatures appear on the last page of this Performance Bond.)*Signature: 

Name **Jennifer Grenrood**
and Title: **Attorney-in-Fact**

*(FOR INFORMATION ONLY— Name, address and telephone)***AGENT or BROKER:**

Integrity Surety LLC dba Integrity Surety of Idaho
1649 W Shoreline Drive Ste 101
Boise ID 83702
208-220-0980 jcn@integritysurety.com

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and



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- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____ N/A

Name and Title:

Signature: _____ N/A

Name and Title:



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SOMPO INTERNATIONAL

INSURANCE

POWER OF ATTORNEY

2413

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kara Skinner, Cameron Huntsucker, Mercedes Trokey-Moudy, Sierra Maine, Jennifer Grenrood as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexion Insurance Company

Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior CounselBy: *Richard M. Appel*
Richard Appel; SVP & Senior CounselBy: *Richard M. Appel*
Richard Appel; SVP & Senior CounselBy: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of July, 20 24.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimsAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2670

AIA A312 Payment Bond

PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond #LICX1981482**CONTRACTOR:***(Name, legal status and address)*

Precision Electrical Services LLC
a ID Limited Liability Company
3966 E 146 N
Rigby ID 83442

SURETY:*(Name, legal status and principal place of business)*

Lexon Insurance Company
a TX Corporation
10002 Shelbyville Rd, Ste 100
Louisville KY 40223

OWNER:*(Name, legal status and address)*

Town of Alpine, WY
PO Box 3070
Alpine WY 83128

CONSTRUCTION CONTRACT

Date: 6/24/2024

Amount: \$635,000.00

Description: Process Piping Systems - Alpine WY Waste Water Treatment Plant*(Name and location)***BOND**

Date: 7/9/2024

(Not earlier than Construction Contract Date)

Amount: \$635,000.00

Modifications to this Bond:

☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

Precision Electrical Services LLC*(Corporate Seal)*

Signature:

Name **Joe Wilson**
and Title: **owner & CEO**

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**

Company:

Lexon Insurance Company*(Corporate Seal)*

Signature:

Name **Jennifer Grenrood**
and Title: **Attorney-in-Fact**

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Integrity Surety LLC dba Integrity Surety of Idaho
1649 W Shoreline Drive Ste 101
Boise ID 83702
208-220-0980 jen@integritysurety.com

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party.)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the AIA Contract Documents Program and ACD Operations, LLC, NASBP (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly rendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and



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shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: N/A

Name and Title:

Address:

Signature: N/A

Name and Title:

Address:



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SOMPO INTERNATIONAL
 INSURANCE

POWER OF ATTORNEY

2413

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kara Skinner, Cameron Huntucker, Mercedes Trokey-Moudy, Sierra Maine, Jennifer Grenrood as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

 By: *Richard M. Appel*
 Richard Appel, SVP & Senior Counsel

 By: *Richard M. Appel*
 Richard Appel, SVP & Senior Counsel

 By: *Richard M. Appel*
 Richard Appel, SVP & Senior Counsel

 By: *Richard M. Appel*
 Richard Appel, SVP & Senior Counsel


ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

 By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/8/21

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified.

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of July, 2024.

 By: *Daniel S. Kuris*

Daniel S. Kuris, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-intl.com

Telephone: 615-653-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



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

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

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

GENERAL FUND REVENUE

Tax Revenue	\$1,770,500.00
Licenses and Permits	\$166,900.00
Charges for Services	\$273,500.00
Intergovernmental Revenue	\$148,000.00
Fine & Penalties	\$1,000.00
Other Revenue	\$623,740.00
TOTAL GENERAL FUND REVENUE	\$2,983,640.00

GENERAL FUND EXPENDITURES

Mayor & Council	\$60,500.00
Administration	\$584,700.00
Court	\$20,200.00
Travel & Tourism	\$173,250.00
Planning & Zoning	\$267,300.00
Information Center	\$64,600.00
Streets	\$460,000.00
Law Enforcement	\$178,100.00
Facilities	\$249,550.00
Parks	\$159,250.00
Events	\$80,825.00
Business & Community Development	\$95,000.00
Capital Outlay	\$110,000.00
Debt Service	\$410,000.00
TOTAL GENERAL FUND EXPENDITURES	\$2,913,275.00

WATER FUND REVENUE

Operating Revenue	\$673,120.00
Grant Income	\$50,000.00
Other Income	\$49,500.00
Prior Year Fund Balance	\$75,000.00

TOTAL WATER FUND REVENUE	\$847,620.00
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WATER FUND EXPENDITURES

Administration	\$104,700.00
Field Operations	\$509,500.00
Capital Outlay	\$200,000.00
Debt Service	\$30,000.00
TOTAL WATER FUND EXPENDITURES	\$844,200.00

WASTER WATER FUND

Operating Revenue	\$755,000.00
Grant Income	\$0.00
Other Income	\$45,000.00
Prior Year Fund Balance	\$1,700,000.00
TOTAL WASTEWATER FUND REVENUE	\$2,500,000.00

WASTEWATER FUND EXPENDITURES

Administration	\$79,600.00
Collections	\$267,200.00
Pre-treatment	\$32,500.00
Wastewater Treatment Plant	\$546,100.00
Capital Outlay	\$1,290,000.00
Debt Service	\$265,000.00
TOTAL WATER FUND EXPENDITURES	\$2,480,400.00

Passed First Reading on the 20th day of May 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed Second Reading on the 3rd day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed on Third and Final Reading 17th day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

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

I hereby certify that the forgoing Ordinance No. 2025-009 shall be duly posted for ten (10) days in the Town Office.

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

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

ATTEST:

Monica L. Chenault, Clerk / Treasurer



**ORDINANCE NO. 2025-010
TOWN OF ALPINE
BUDGET FOR FISCAL YEAR 2026**

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

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Alpine that the Town of Alpine, Budget and Appropriations for Fiscal year 2026 is hereby adopted, approved, and shall be transmitted to the Wyoming Authorities as required by statute. This Ordinance shall be in full force and effect from and after the passage on three reading and published as required by law.

GENERAL FUND REVENUE

Tax Revenue	\$1,740,000.00
Licenses and Permits	\$131,800.00
Charges for Services	\$262,300.00
Intergovernmental Revenue	\$65,000.00
Fine & Penalties	\$5,000.00
Other Revenue	\$30,000.00
Prior Year Fund Balance	\$650,000.00
TOTAL GENERAL FUND REVENUE	\$2,884,100.00

GENERAL FUND EXPENDITURES

Mayor & Council	\$60,500.00
Administration	\$629,600.00
Court	\$22,050.00
Travel & Tourism	\$211,156.00
Planning & Zoning	\$245,100.00
Information Center	\$0.00
Streets	\$525,500.00
Law Enforcement	\$187,950.00
Facilities	\$194,250.00
Parks	\$185,000.00
Events	\$109,325.00
Business & Community Development	\$20,000.00
Capital Outlay	\$80,000.00
Debt Service	\$410,000.00
TOTAL GENERAL FUND EXPENDITURES	\$2,880,431.00

WATER FUND REVENUE

Operating Revenue	\$705,000.00
Grant Income	\$1,200,000.00

Other Income	\$25,000.00
Prior Year Fund Balance	\$40,000.00
<u>TOTAL WATER FUND REVENUE</u>	\$1,970,000.00

WATER FUND EXPENDITURES

Administration	\$162,500.00
Field Operations	\$552,000.00
Capital Outlay	\$1,225,000.00
Debt Service	\$30,000.00
<u>TOTAL WATER FUND EXPENDITURES</u>	\$1,969,500.00

WASTER WATER FUND

Operating Revenue	\$765,000.00
Grant Income	\$1,000,000.00
Other Income	\$25,000.00
Prior Year Fund Balance	\$0.00
<u>TOTAL WASTEWATER FUND REVENUE</u>	\$1,790,000.00

WASTEWATER FUND EXPENDITURES

Administration	\$153,000.00
Collections	\$310,100.00
Pre-treatment	\$206,500.00
Wastewater Treatment Plant	\$532,000.00
Capital Outlay	\$275,000.00
Debt Service	\$265,000.00
<u>TOTAL WATER FUND EXPENDITURES</u>	\$1,741,600.00

Passed First Reading on the 20th day of May 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed Second Reading on the 3rd day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

Passed on Third and Final Reading 17th day of June 2025.

VOTE: ____ YES, ____ NO, ____ ABSTAIN, ____ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

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

I hereby certify that the forgoing Ordinance No. 2025-010 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

1st Reading



**TOWN OF ALPINE, WYOMING
RESOLUTION 2025-018**

**A RESOLUTION APPOINTING GINA CORSON AS THE ACTING PLANNING AND ZONING
ADMINISTRATOR FOR THE TOWN OF ALPINE, WYOMING**

WHEREAS, the Town of Alpine recognizes the need to designate an individual to fulfill the duties of the Planning and Zoning Administrator as outlined in the Town of Alpine Land Use and Development Code; and

WHEREAS, Gina Corson has demonstrated the necessary qualifications and willingness to temporarily serve in this capacity and support the Planning and Zoning Commission, town staff, and the public during this interim period; and

WHEREAS, the Mayor and Town Council of the Town of Alpine desire to formally appoint Gina Corson as the Acting Planning and Zoning Administrator, effective immediately and until such time as a permanent appointment is made.

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

Section 1. Gina Corson is hereby appointed as the Acting Planning and Zoning Administrator for the Town of Alpine.

Section 2. This appointment shall be effective as of May 20th, 2025, and shall remain in effect until a permanent Planning and Zoning Administrator is officially appointed by the Town Council.

Section 3. The Acting Planning and Zoning Administrator shall perform the duties and responsibilities as set forth in the Town of Alpine Land Use and Development Code, the position's job description, and as directed by the Mayor and Council.

PASSED, APPROVED AND ADOPTED this 20th day of May 2025

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

SIGNED:

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Town Clerk/Treasurer

INVOICE

#1025

Issued 5/15/2025

**FROM****Olveras Construction Paint & Cleaning llc**

Julio Olvera

3076999957

olveraconstruction@myyahoo.com

306 Lincoln Street Afton Wy 83110

P.o Box 1125 Afton Wy 83110

BILL TO**Town Of Alpine**

office@alpinewy.gov

Description	QTY	Price, USD	Amount, USD
Civic center alpine Pressure washing Preparation for stain Masking windows Covering doors Covering stone Soffit and fascia	1	\$19,500.00	\$19,500.00
Total			\$19,500.00



PO Box 1406
Jackson, WY 83001

Section 8, Itemf.

Estimate

Date	Estimate #
5/12/2025	481E

Name / Address
Town Of Alpine PO Box 3070 Alpine, WY 83128

Project Location

Project	TOA Civic Center	Contact	
---------	------------------	---------	--

Description	Total
Pressure washing exterior of the building. Work will be performed on three sides of the building (except vinyl siding south wall). Remove loose paint, scrape off and sanding in spots. Prepare beams, posts, siding, trims for painting/staining and apply finish coats. No work will be performed on metal soffits and fascia. Contract includes labor and materials.	23,600.00

50% down payment is required upon acceptance of the estimate, progress billing will be send for the work performed. Additional work not disscused for this estimate will be billed on time and material bases. If not accepted within 15 days withdraw this proposal. Looking forward to work with you! Contact for additional information.

Total **\$23,600.00**

Phone #	3074133797	E-mail	profinish.jh@gmail.com
---------	------------	--------	------------------------

Signature _____ Date _____

Signature _____ Date _____



Western Quality Drywall

307-226-0731
westernqualitydrywall@gmail.com

BILL TO:
Alpine Civic Center

NUMBER: INV0064
DATE: Apr 28, 2025
DUE DATE: On receipt

Description	Quantity	Unit price	Amount
Exterior paint			
Paint everything to preferred color on exterior building. Includes rafters, walls, and trim 6,976 square foot Charged \$4.00 per square foot Completion: 4 days	6976	\$4.00	\$27,904.00

SUBTOTAL:	\$27,904.00
TOTAL:	\$27,904.00
PAID:	\$0.00
BALANCE DUE	\$27,904.00

Comments

all materials included in bid price
50% of bid price paid in advance
50% of bid price paid at agreed completion

ESTIMATE

RM Custom Painting LLC
 144 Jacobs Ct
 Afton, WY 83110

rmcustompaintingllc@gmail.com
 +1 (307) 226-5127



ROCKY MOUNTAIN
CUSTOM PAINTING

Bill to
 Town of Alpine
 Town of Alpine
 250 River Circle Drive
 Alpine, WY 83128 USA

Ship to
 Town of Alpine
 Town of Alpine
 250 River Circle Drive
 Alpine, WY 83128 USA

Estimate details

Estimate no.: 1025
 Estimate date: 05/15/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Pressure Washing Labor	This is to pressure wash the entire civic center building to remove and dirt, grime, or cobwebs present.	8	\$80.00	\$640.00
2.	Exterior Preparation for Spray	This is the labor to mask off key areas in preparation for spraying. We will mask all windows, vents, soffit, and stone near the siding. We will use a tape, combination of paper and 3m masking plastic which will be a material item below this line.	18	\$110.00	\$1,980.00
3.	Masking materials	This is the material cost for the masking required. (Masking paper, plastic, and tape.)	8	\$50.00	\$400.00
4.	Latex Airless Spraying	This is for the actual spraying part of the project. To be as efficient as possible we will tackle one side at a time. We will start with masking the front side of the building and then spray it. As that is drying we will move onto masking the east side of the building. Once that is ready, I will start in the same spot on the front of the building. Then spray second coat on the front and first coat on the east side. We will continue this process till all wood siding has been coated twice. (2 coats) As we finish second coat we will pull the masking materials and dispose of them.	18	\$110.00	\$1,980.00
5.	SuperPaint Exterior	Siding	45	\$75.00	\$3,375.00

This is the exterior paint i recommend. The rate on this line is per gallon and I believe that it will take about 45 gallons to complete the siding.

Section 8, Itemf.

SuperPaint® Exterior Acrylic Latex to deliver outstanding performance and protect against the elements. Cold and frosty or hot and humid, this formula goes on smooth and resists fading and peeling. And thanks to its advanced acrylic resin technology, you'll enjoy outstanding adhesion and color retention. SuperPaint offers a dirt-resistant and mildew-resistant coating.

6.	Trim Sanding	This is the labor with materials included . In this part of the project we will scrape off the flaking paint then sand the vertical beams on the east side of the building. Sanding is required because of the roughness and the existing paint is peeling off. We will also closely inspect all trim for flaking paint.	10	\$140.00	\$1,400.00
7.	Exterior Latex Painting	After all the prep work on the trim is finished we will start into painting the trim. We will use 6in rollers and cut brushes. Like the siding, we will start on the front side and finish on the rear side. We'll apply the paint by cutting the edges of the boards with our brush then roll the faces of the boards. We will do this whole process around the building twice. (2 Coats)	32	\$60.00	\$1,920.00
8.	SuperPaint Exterior	Trim This is the exterior paint i recommend. The rate on this line is per gallon and I believe that it will take about 20 gallons to complete the Trim. SuperPaint® Exterior Acrylic Latex to deliver outstanding performance and protect against the elements. Cold and frosty or hot and humid, this formula goes on smooth and resists fading and peeling. And thanks to its advanced acrylic resin technology, you'll enjoy outstanding adhesion and color retention. SuperPaint offers a dirt-resistant and mildew-resistant coating.	20	\$75.00	\$1,500.00

Total

\$13,195.00

Note to customer

This is an estimate for painting the Alpine Civic center. This estimate includes the North, East, and South sides of the building.

Before commencing work, a 50% deposit is required. The remaining 50% is due 14 days after the work is complete.

This labor estimate is based on the information provided and is subject to change based on the actual scope of work. If the work is

completed in less time, a discount may be offered. In the event of additional time required, a half-rate offer can be considered. Any adjustments will be communicated and agreed upon before proceeding. Thank you for considering our services.

Call Samuel Nebeker at (307)226-5127 for any questions!

Accepted date

Accepted by

A SQUARED BUILDERS

307-690-6007

traedon.broadhead@gmail.com

PO Box 774 Smoot, Wyoming 83126

Town of Alpine

PO Box 3070, Alpine, Wyoming 83128

307-690-6007

office@alpinewy.gov

Dear Town of Alpine,

We are pleased to submit our proposal for the interior painting and exterior staining and painting of the Town Hall. A Squared Builders has been serving Star Valley for over 50 years, and we take pride in being a trusted, hometown company focused on quality work and reliable service.

To accommodate Town Hall operations, our team can complete the interior work after hours. For the side of the building with the daycare, all work can be completed over a weekend to avoid disruption.

Our proposal also includes an optional stone sealer to protect and enhance the building's exterior.

References available:

- Salt River Ranch – (949) 735-9917
- Cameron Hulse – (760) 889-8180
- Salt River Roofing (Jeremy Heiner) – (307) 248-3475

Thank you for considering A Squared Builders. We would be honored to help maintain and improve your Town Hall.

Sincerely,



LEE AULLMAN

A-SQUARED BUILDERS



A-SQUARED BUILDERS

PO BOX 774, SMOOT, WYOMING, 83126
TRAEDON.BROADHEAD@GMAIL.COM
307-690-6007

PROPOSAL

PAINTING / STAINING OF ALPINE TOWN HALL

Section 9, Itema.

ITEM DESCRIPTION	TOTAL
INTERIOR PAINTING OF TOWN HALL: COMPLETE PROFESSIONAL PAINTING OF THE TOWN HALL'S INTERIOR, INCLUDING THOROUGH SURFACE PREPARATION (PATCHING, SANDING, PRIMING) AND TWO-COAT APPLICATION OF PREMIUM LOW-ODOR, ZERO-VOC PAINT, CERTIFIED FOR LOW CHEMICAL EMISSIONS TO ENSURE A HEALTHIER INDOOR ENVIRONMENT. ALL MATERIALS AND LABOR INCLUDED, WITH A FOCUS ON QUALITY, DURABILITY, AND ENVIRONMENTAL RESPONSIBILITY.	\$10,000.00
EXTERIOR STAINING OF TOWN HALL BUILDING: COMPREHENSIVE RESTORATION AND PROTECTION OF THE TOWN HALL'S EXTERIOR: PREPARATION WORK: FULL PRESSURE WASHING AND SANDING, AS NEEDED, OF EXTERIOR SURFACES. STAINING APPLICATION: PROFESSIONAL APPLICATION OF HIGH-GRADE EXTERIOR WOOD STAIN TO ALL NECESSARY SURFACES, PROVIDING ENHANCED AESTHETIC APPEAL AND LONG-LASTING PROTECTION AGAINST THE ELEMENTS. PAINTING OF TRIM, DOORS, AND FASCIA: CAREFUL PAINTING OF ALL WINDOW AND DOOR TRIM, EXTERIOR DOOR SURFACES, AND FASCIA BOARDS USING PREMIUM EXTERIOR PAINT FOR MAXIMUM DURABILITY AND TO COMPLEMENT THE NEWLY STAINED AREAS. ALL PREPARATION MATERIALS, STAINS, SEALANTS, TOOLS, AND FULL LABOR INCLUDED.	\$15,000.00
OPTIONAL ADD-ON: STONE SEALER APPLICATION TO EXTERIOR MASONRY: SURFACE PREPARATION AND SEALER APPLICATION. BENEFITS: <ul style="list-style-type: none">• PROTECTS AGAINST MOISTURE INTRUSION, STAINING, AND WEATHER-RELATED WEAR.• BRINGS OUT THE NATURAL BEAUTY OF THE STONE WITH A SUBTLE, ATTRACTIVE SHEEN.• EXTENDS THE LIFE AND DURABILITY OF THE EXTERIOR MASONRY.	\$2,000.00
OPTIONAL ADD-ON: REPLACEMENT OF EXTERIOR PORCH STAIR TREADS, AS NEEDED.	\$200.00
TOTAL DUE (BASE SERVICES):	\$25,000.00
TOTAL DUE (WITH OPTIONAL ADD ONS):	\$27,200.00

All work is performed with the highest standards of craftsmanship and environmental stewardship, using low-emission materials for the safety and comfort of Town Hall staff and visitors, and ensuring the building's preservation for years to come.

ACCEPTED BY: _____

DATE: _____

50% DEPOSIT DUE PRIOR TO COMMENCEMENT OF WORK
REMAINING 50% DUE UPON PROJECT COMPLETION.



PO Box 1406
Jackson, WY 83001

Section 9, Itema.

Estimate

Date	Estimate #
4/6/2025	469E

Name / Address
Town Of Alpine PO Box 3070 Alpine, WY 83128

Project Location

Project	Town Hall	Contact	Eric Green
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Description	Total
Exterior: Pressure washer exterior of the building. Prepare siding for staining, apply one coat of stain on siding. Some walls need two coats of stain. Prepare the exterior side of the entry doors and apply two coats of paint. Prepare decks and railings for staining and apply a coat of stain. Prepare and paint trims around the windows, trims around the doors and fascia. No work will be performed on the soffits. Contract includes labor and materials.	18,900.00
Interior: prepare and apply two coats of paint on interior walls and ceilings (2 colors) in TOA offices except storage room. Prepare and paint interior side of entry doors. Contract includes labor and materials.	12,500.00
TOA to remove everything prior work will be performed. Prepare and paint storage area/filing room and restroom behind it. Contract includes labor and materials.	840.00

50% down payment is required upon acceptance of the estimate, progress billing will be send for the work performed. Additional work not disscused for this estimate will be billed on time and material bases. If not accepted within 15 days withdraw this proposal. Looking forward to work with you! Contact for additional information.

Total **\$32,240.00**

Phone #	3074133797	E-mail	profinish.jh@gmail.com
---------	------------	--------	------------------------

Signature _____ Date _____

Signature _____ Date _____

INVOICE

#1023

Issued 5/15/2025



FROM

Olveras Construction Paint & Cleaning llc

Julio Olvera

3076999957

olveraconstruction@myyahoo.com

306 Lincoln Street Afton Wy 83110

P.o Box 1125 Afton Wy 83110

BILL TO

Town Of Alpine

office@alpine.gov

Description	QTY	Price, USD	Amount, USD
Town hall Pressure washing Scraping lose paint on wood Sanding Covering windows Sanding deck and rails Removing and replacing broken 2×4 Covering masonry work	1	\$14,000.00	\$14,000.00
Total			\$14,000.00

INVOICE

#1024

Issued 5/15/2025



FROM

Olveras Construction Paint & Cleaning llc

Julio Olvera

3076999957

olveraconstruction@myyahoo.com

306 Lincoln Street Afton Wy 83110

P.o Box 1125 Afton Wy 83110

BILL TO

Town Of Alpine

office@alpinewy.gov

Description	QTY	Price, USD	Amount, USD
Town hall Interior paint nontaxable	1	\$14,000.00	\$14,000.00
Town hall Prep Mask windows Cover floor Cover desk Willing to work at night and weekends. Sand walls before primer Prime Spraying paint then back roll nontaxable	1	\$0.00	\$0.00
Total			\$14,000.00

This is an estimate for painting the interior office of the Alpine town hall. Here I will outline my procedure to accomplish this. First, I will need to be put in touch with the appropriate powers to decide colors and sheen. Typically a flat sheen is used for the ceilings, then an eggshell or satin finish for the walls. After colors are decided on, I can schedule the five 12 hour work days it will take to complete the interior. It would be preferable to have the building unoccupied during this time.

I'll start the first day with going in and taking detailed photos of the office while my employees unload all of my tools needed for this task. The photos allow us to put each room back to how it was before. Then my employee's and I will go in and start moving all the furniture to an ideal spot for us to work. Usually to the center of the room away from the walls. Next we will remove anything hanging on the walls and neatly stack them on the furniture we just moved. At this point we'll be ready to bring in drop cloths to protect the floor and furniture. After everything is protected we will mask all of the baseboards with Frog Tape to protect them from drips and tiny flecks from the roller. During this time one of us will scour the work area looking for holes or screw pops that need spackle. Another one of us will pull all of the power outlets and light switch covers.

Once everything is covered and the surfaces are prepped we are ready to start painting! We will begin with the ceilings and start with the far back office and work our way back to the front. I'll have my employees neatly cut in the edges of each ceiling with a brush. I will follow behind them with an 18 inch roller filling in the centers of the ceiling. We will repeat this process twice for the ceilings to ensure complete coverage.

As far as recoat and time to complete, we're going to be limited to the 4 hour minimum recoat time that the paint recommends. That being said we will coat the ceilings once then move immediately into painting the walls. Painting walls is the same process but there will be a little more cutting in with brushes due to window trim, light switches, power outlets, ect. The final area we paint will be the main front office area.

(Procedure: Ceilings 1st Coat> Walls 1st Coat> Ceilings 2nd Coat> Walls 2nd Coat.)

Finally, after the interior painting is complete we will pull the tape on the baseboard and remove our drop cloths. Then we will reinstall all outlet and light switch covers, vacuum, and dust left behind from our drop cloths. Once it's clean we will start moving furniture back to its original place along, replace anything that needs to be hung on the wall, and vacuum once more to ensure everything is nice and tidy!

ESTIMATE

RM Custom Painting LLC
144 Jacobs Ct
Afton, WY 83110

rmcustompaintingllc@gmail.com
+1 (307) 226-5127



**ROCKY MOUNTAIN
CUSTOM PAINTING**

Bill to
Sarah Greenwald
Town of Alpine
250 River Circle Drive
Alpine, WY 83128 USA

Ship to
Sarah Greenwald
Town of Alpine
250 River Circle Drive
Alpine, WY 83128 USA

Estimate details
Estimate no.: 1022
Estimate date: 05/11/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Int. Painting	This is timed labors for applying paint to walls. 2 coats. This does not include time for moving furniture.	24	\$110.00	\$2,640.00
2.	SuperPaint Interior	<p>This is the paint for the interior walls in gallons. 2 Coats</p> <p>Make painting easier with SuperPaint®. This interior paint and primer in one applies easily, dries quickly, and offers great hide to make color changes easy. In addition to its smooth appearance, SuperPaint® coating creates a lasting finish and a surface that holds up to scrubbing.</p>	20	\$70.00	\$1,400.00
3.	Int. Painting	This is timed labors for applying paint to ceilings. 2 coats. This does not include time for moving furniture.	24	\$110.00	\$2,640.00
4.	SuperPaint Interior	<p>This is the paint for the interior ceilings in gallons. 2 Coats</p> <p>Make painting easier with SuperPaint®. This interior paint and primer in one applies easily, dries quickly, and offers great hide to make color changes easy. In addition to its smooth appearance, SuperPaint® coating creates a lasting finish and a surface that holds up to scrubbing.</p>	20	\$70.00	\$1,400.00
5.	Furniture moving labor rate	This is for moving furniture away from walls and in an ideal spot for painting ceilings and	4	\$100.00	\$400.00

to replace them after painting is complete.

Section 9, Itema.

6.	Job Tidiness	Timed Labor for clean the area after paint.	3	\$80.00	\$210.00
Total				\$8,720.00	

Note to customer

This is an estimate for the Alpine town hall building. It includes painting the interior rooms, walls and ceilings.

DISCLAIMER:

Before commencing work, a 50% deposit is required. The remaining 50% is due 14 days after the work is complete.

This labor estimate is based on the information provided and is subject to change based on the actual scope of work. If the work is completed in less time, a discount may be offered. In the event of additional time required, a half-rate offer can be considered. Any adjustments will be communicated and agreed upon before proceeding. Thank you for considering our services.

No Sales tax has been added to this estimate.

Call Samuel Nebeker at (307) 226-5127 for any questions!

Accepted date

Accepted by

This is an estimate for the exterior of the Alpine town hall building. Here I will outline my procedure to accomplish this. First, I will need to be put in touch with the appropriate powers to decide the colors for the siding, trim, and deck. I recommend a semi solid oil stain for the siding and deck railing with a solid latex paint for the trim. As for the deck, it is going to need a thorough sanding to restore it. The paint I'd recommend is a semi transparent oil based stain. After all colors have been decided I can schedule the 8 (10 hour) work days.

First, we will start with sanding the deck. I will have my employee start by sinking each screw about a ¼ inch into the deck. This is to decrease the amount of sandpaper and labor of sanding the deck. While he's working on that, I'll start with my large orbital deck sander to sand the majority of the deck. By this time my employee should be close to finished with the screws and will start sanding the areas that the deck sander can't reach. Once sanding is complete I will pressure wash the entire area to remove the dust.

After we finish sanding the deck I will thoroughly pressure wash the whole exterior, this is to ensure that the building is clean so tape will stay stuck to everything we need to mask before spraying. This also cleans the wood siding from dirt and tannin oil to have a nice even finish. I will leave this dry overnight. The next morning my employee and I will start masking exterior appliances, windows, and trim with 3M plastic and tape. We will also use oil blocking masking paper to mask the deck and stone.

Once everything has been masked that we don't want oil stain on we can start spraying. My spraying procedure is pretty straight forward. We will start on one side of the building and work our way around. I will spray the oil onto the wall and my employee will follow behind me with a large staining brush on a pole to leave an even finish. As we move along with this process we will pull our masking and dispose of them. We will continue this on all four sides of the building and with the deck railing.

After we finish the siding we will allow 24 hours for the stain to fully cure. Then we will start into the trim with an exterior latex paint. This includes window trim, fascia boards, and exterior doors. We will do two coats to ensure proper coverage and longevity of the trim. We will apply the paint with brushes and 6 inch rollers, cutting in with the brushes the rolling over our cut lines for a smooth uniform finish.

Finally, after the trim is complete we will move on to staining the deck. We will use a 9 inch roller to apply the stain to the majority of the deck. We also will use the same large stain brushes to cut in the edges and the places the roller can't reach. The brushes will also be used to brush the stain into the deck ensuring an even finish.

ESTIMATE

RM Custom Painting LLC
144 Jacobs Ct
Afton, WY 83110

rmcustompaintingllc@gmail.com
+1 (307) 226-5127



**ROCKY MOUNTAIN
CUSTOM PAINTING**

Bill to
Sarah Greenwald
Town of Alpine
250 River Circle Drive
Alpine, WY 83128 USA

Ship to
Town of Alpine
Town of Alpine
250 River Circle Drive
Alpine, WY 83128 USA

Estimate details
Estimate no.: 1023
Estimate date: 05/11/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Pressure Washing Labor	Pressure washing labor for the exterior walls and soffit.	5	\$80.00	\$400.00
2.	Interior Preparation for Spray	Labor for masking area off for spray and general surface prep.	8	\$110.00	\$880.00
3.	Masking materials	General masking materials. Tape, plastic, etc.	5	\$50.00	\$250.00
4.	Oil Stain Spraying Labor	Labor for spraying and back brushing oil based stain.	24	\$110.00	\$2,640.00
5.	SuperDeck Oil-Based Semi-Transparent Wood Stain	<p>This is for the exterior walls.</p> <p>A penetrating oil-based formula that protects the beauty of the wood with a rich semi-transparent stain that allows wood grain texture to show through. SuperDeck® Oil-Based Semi-Transparent Wood Stain (550 VOC) repels water to prevent moisture and contains a scuff resistant formula with UV protection that resists fading.</p>	20	\$60.00	\$1,200.00
6.	Deck Sanding	Labor and Material rate for sanding decks. (Includes rate for special equipment)	16	\$140.00	\$2,240.00
7.	Pressure Washing Labor	Labor for pressure washing the front decking after sanding	4	\$80.00	\$320.00
8.	Deck Staining	Labor for applying stain to decking area.	6	\$110.00	\$660.00

9.	Non Reusable Painting tools	18in Roller Covers, 9in Roller Covers, ect.	2	\$50.00	Section 9, Itema.
10.	SuperDeck Oil-Based Semi-Transparent Wood Stain	This is for the front decking. A penetrating oil-based formula that protects the beauty of the wood with a rich semi-transparent stain that allows wood grain texture to show through. SuperDeck® Oil-Based Semi-Transparent Wood Stain (550 VOC) repels water to prevent moisture and contains a scuff resistant formula with UV protection that resists fading.	15	\$60.00	
11.	Exterior Painting	Labor for painting exterior trim. 2 coats.	16	\$110.00	\$1,760.00
12.	SuperPaint Exterior	This is for the Exterior trim. Make painting easier with SuperPaint®. This exterior paint and primer in one applies easily, dries quickly, and offers great hide to make color changes easy. In addition to its smooth appearance, SuperPaint® coating creates a lasting finish and a surface that holds up to scrubbing.	4	\$75.00	\$300.00
Total				\$11,650.00	

Note to customer

This is an estimate for the exterior of the Alpine town hall building.
Included in this estimate is a pdf file outlining my procedure.

DISCLAIMER:

Before commencing work, a 50% deposit is required. The remaining 50% is due 14 days after the work is complete.

This labor estimate is based on the information provided and is subject to change based on the actual scope of work. If the work is completed in less time, a discount may be offered. In the event of additional time required, a half-rate offer can be considered. Any adjustments will be communicated and agreed upon before proceeding. Thank you for considering our services.

Call Samuel Nebeker at (307) 226-5127 for any questions!

Accepted date

Accepted by



Western Quality Drywall

307-226-0731

westernqualitydrywall@gmail.com

BILL TO:**Alpine Town Hall****NUMBER:****INV0062****DATE:****Apr 11, 2025****DUE DATE:****On receipt**

Description	Quantity	Unit price	Amount
Interior Paint			
Interior paint includes conference room, break room/ print room, restroom, and front office. Interior walls for paint are equal too 4,170 square foot. Charged at \$2.40 per square foot	4170	\$2.40	\$10,008.00
Exterior stain			
Exterior stain includes deck, stairs on both sides, handrails, deck skirting, posts, handicap ramp, handicap deck, doors, and door trim. The square foot is equal too 2,544 feet charged at 2.20/ square foot	2544	\$2.20	\$5,596.80
SUBTOTAL:			\$15,604.80
TOTAL:			\$15,604.80
PAID:			\$0.00
BALANCE DUE			\$15,604.80

Comments

all materials included in bid. customer chooses paint brand and color.

50% of estimate price due before start

50% of estimate price paid upon agreed completion