



**AFTON TOWN COUNCIL MEETING
AUGUST 11, 2026
5:30 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. AGENDA

4. CONSENT AGENDA

- A. Approve Minutes from the Regular Afton Town Council Meeting held July 14, 2026
- B. Approve Town of Afton Bills for the Period ending July 31, 2026

5. DEPARTMENT REPORTS

- A. Golf Course
- B. Police Department
- C. Airport Board
- D. Tourism Board

6. DELEGATIONS

Delegation decorum: There is a 5-minute Limit per delegation subject. The mayor must recognize the speaker, who must approach the podium. Only one speaker may speak at a time.

- A. Parker Romero - Friends of the Bridger Tetons
- B. Hal Titensor - Code Enforcement Officer

7. TOWN ADMINISTRATOR REPORT

- A. Financial Statements for July 2026
- B. Simple Housing Concepts LLC, Rezone application
- C. Rocky Road Industrial Park Fifth Addition Simple Subdivision Application
 - a. Motion to Approve or Deny Simple Subdivision

8. NEW BUSINESS

- A. C and G, LLC - Catering Permit
 - a. Motion to Approve or Deny Catering Permit
- B. Afton Volunteer Fire Department - Malt Beverage Permit
 - a. Motion to Approve or Deny Malt Beverage Permit
- C. Approval for Mayor to Sign Child Development Lease Agreement
- D. Resolution 2026-08 - Afton Sky Ranch Acceptance of Water Main
- E. Ordinance 713 Rezone — Simple Housing Concepts LLC & D'Anzi Property

9. CONTINUING BUSINESS

- A. Ordinance 709- De-Annexation of Mountain Star Products, LLC
 - a. Motion to pass or deny Ordinance 709 on Third and Final Reading
- B. Ordinance 710 - Rezone 40 West 4th Ave
 - a. Motion to pass or deny Ordinance 710 on Third and Final Reading
- C. Ordinance 711 - Regulation for Bikes, Electric Motorcycles and Motorized Vehicles in Parks
 - a. Motion to pass or deny Ordinance 711 on Second Reading
- D. Ordinance 712 - Wireless Telecommunication Towers
 - a. Motion to pass or deny Ordinance 712 on Second Reading
- b. Confirm Date for Third Reading Wednesday, August 26, 2026, at 5:30 p.m.

10. MAYOR'S REPORT TO COUNCIL

- A. Steering Committee for Comprehensive Plan — Discussion on Kick-Off Meeting and 1st Work session Dates
Authorize the Mayor to Execute the Contract with J-U-B

11. TOWN ATTORNEY REPORT

12. CORRESPONDENCE

13. ONGOING ITEMS FROM PREVIOUS COUNCIL MEETINGS

14. WORKSESSION ITEMS/COUNCIL TRAINING

- A. Tourism Director - Update on the Fourth of July Festivities
- B. Jefferson Street Discussion

15. EXECUTIVE SESSION

Motion to go into executive session for the purpose of considering the acquisition of real estate, personnel matters, matters concerning litigation, to which the Town is a party, or to which the Town may be a party.

A. Motion to go into Executive Session

16. ADJOURN

A. Motion to Adjourn

UPCOMING MEETINGS

Next Town Council Meeting — September 8, 2026, at 5:30 p.m. at the Afton Town Hall

Next Town Council Work Session — August 26, 2026, at 6:00 pm. at the Afton Town Hall

MINUTES FROM TOWN COUNCIL MEETING
July 14, 2026
AFTON TOWN HALL

1. CALL TO ORDER

Mayor Jeff Jensen called the regular meeting of the Afton Town Council to order at 5:30 p.m. and welcomed those in attendance.

Council Members Dirk Hillyard, Will Wilkes, Scott Griffith, and Brock Brown were present. Others present were Town Attorney Dale Cottam, Town Administrator Violet Sanderson, Town Clerk Tina McGarvey, Public Works Director JR Nield, Utility Director Josh Peavler, Lexi Weber, and Marlow Scherbel.

2. PLEDGE OF ALLEGIANCE

Mayor Jensen led those present in the Pledge of Allegiance.

3. AGENDA

A. Adopt the July 14, 2026, Afton Town Council Agenda

a. Motion to Approve the Agenda for the Afton Town Council Meeting on July 14, 2026.

At the Mayor's call, Council Member Wilkes moved to approve the agenda. Council Member Hillyard seconded the motion, which was carried out unanimously.

4. CONSENT AGENDA

A. Approve Minutes from the Regular Afton Town Council Meeting held June 9, 2026

B. Approve Town of Afton Bills for the Period ending June 30, 2026

Dry Creek Enterprises, Inc. - Services \$295.00
Valley Auto- Supplies \$404.96
Energy Laboratories, Inc.- Services \$417.00
Lincoln County Sheriff's Office- Services \$1,948.00
Lower Valley Energy- Services \$12,402.57
Afton Point S- Services \$342.00
Petty Cash- Supplies \$41.00
Silver Star Telephone Services \$3,840.92
Sunrise Engineering, Inc.- Services \$10,059.75

Turf Equipment & Irrigation- Equipment & Supplies \$37,910.01
 Wyoming Association of Municipalities- Services \$270.00
 Wyoming Workers' Compensation- Services \$230.42
 Valley Sanitation Inc.- Services \$790.00
 Town of Afton- Services \$39.00
 ODP Business Solutions, LLC- Supplies \$640.92
 High Country Linen- Services \$1,289.43
 Freedom Mailing Services- Services \$463.48
 Upper Case Printing, Ink.- Services \$60.48
 Kilroy Construction, LLC- Services \$4,975.00
 R & R Products, Inc. Supplies \$887.40
 Napa All Star Auto Parts- Supplies \$11.33
 Riverside Greenhouse & Graphic- Services \$2,414.50
 One-Call of Wyoming- Services \$92.40
 Dorsett Controls, Inc.- Subscription \$240.00
 Desktop Design- Services \$856.25
 Bailey, Stock, Harmon, Cottam- Services \$1,160.00
 Wex Bank- Fuel \$6,552.13
 Sportsites, Inc.- Subscription \$3,000.00
 Miles Beverage- Supplies \$1,118.46
 Yost Pacific Office Automation- Services \$87.53
 U.S. Bank Equipment Financing- Services \$166.66
 Hireright, LLC- Services \$87.40
 Zion Bankcard Center- Supplies \$24,353.45
 Cash- Prize Money \$1,000.00
 Hags with Rags, LLC- Services \$1,340.94
 Lexipol- Services \$620.88
 Outlaw T's, LLC- Services \$820.00
 Conrad & Bischoff- Supplies \$4,179.20
 Bridgestone Hosepower, LLC- Supplies \$228.80
 Core & Main LP- Parts \$1,128.094
 AT&T Mobility- Cellular Services \$277.86
 Star Valley Lawn Care, Inc.- Services \$0
 Verizon Connect Fleet- Services \$151.60
 You Jump I Jump, LLC- Rooms 250th Celebration \$447.00
 Emblem Enterprises, Inc. - Supplies \$549.41
 Grime Stoppers Housekeeping Services \$1,800.00
 Pocket Press, LLC- Supplies \$89.42
 Burton Rental- Rental \$408.41
 Beartooth Hatchery, LLC- Supplies \$3,150.00
 Earthcam, Inc. - Services \$3,000.00
 Adams, Julie- Reimbursement \$120.00
 T-Mobile Use, Inc- Services \$63.00
 Civic Plus- Services \$3,155.09
 EASTIDMC- Services \$1,350.00
 Heidi Martin- Services \$0
 Paige Alise, LLC- Services \$1,300.00
 John Phillip Gandy- Entertainment for 250th Celebration \$7,500.00

Wyoming Department of Revenue - Services \$122.20
Callaway Golf Sales Company- Supplies \$569.40
Parson Behle & Latimer- Legal Services \$8,739.00
Town of Wheatland- Convention \$1,570.00
Wyoming State Golf Association Membership \$1,935.00
Martini Golf Tees, Inc.- Supplies \$154.19
Stampers Legacy Land, LLC- Reimbursement \$200.00
McFarlane, Connor- Services \$600.00
Crystal Fedrickson- Reimbursement \$150.00
Great-West Trust Company- Deferred Comp 1,035.00
Payroll \$128,268.49

a. Motion to Approve the Consent Agenda

At the mayor's call, Council Member Hillyard moved to approve the consent agenda. Council Member Griffith seconded the motion. The motion carried unanimously.

5. DEPARTMENT REPORTS

A. Utility Board

The Chair was not present; therefore, no report was given.

B. Planning & Zoning Board

The Chair was not present; therefore, no report was given.

C. Utility Department

Mr. Josh Peavler, the Utility Director, provided the Council with an update on water supply and demand, the publication of the CCR report, a project walkthrough with Skyview Ranches, and clarification regarding Swift Creek.

D. Tourism Board

The Chair was not present; therefore, no report was given.

6. DELEGATIONS

Delegation decorum: There is a 5-minute Limit per delegation subject. The mayor must recognize the speaker, who must approach the podium. Only one speaker may speak at a time.

A. Lexi Weber - Star Valley Arts Council

<https://usa.muralmosaic.com/product/america-250-patriots-flag-mural-mosaic-kit/>

Lexi Weber from the Star Valley Arts Council proposed the installation of a patriotic community mural on the north side of the town hall building. The mural will feature squares painted by community participants, with installation scheduled for July 2027. At the request of the Mayor, Council Member Wilkes made a motion to approve the north side of the town hall building as the location for the mural. Council Member Hillyard seconded the motion, which passed

unanimously.

B. JR Nield - Park Culvert

Mr. Jr. Nield, the Public Works Director, is following up on a recent work session in which he was tasked with coordinating with the ditch company on the costs of replacing and repairing the culverts. He presented estimates for the material costs and labor donations required for this work. The estimate includes the addition of flared ends and trash racks, as well as the encasement of a shallow culvert in concrete to ensure its structural integrity.

At the request of the Mayor, Council Member Hillyard motioned to allocate unrestricted funds, not to exceed \$18,590.40, for the repair and replacement of culverts, which is to be completed by December 31, 2026. This motion was seconded by Council Member Brown and was approved unanimously.

7. EXECUTIVE SESSION

Motion to go into executive session for the purpose of considering the acquisition of real estate, personnel matters, matters concerning litigation to which the Town is a party, or to which the Town may be a party.

A. Motion to go into Executive Session

At 6:04 p.m., upon the mayor's request, Council Member Wilkes moved to go into executive session for the purpose of considering the acquisition of real estate, personnel matters, matters concerning litigation to which the Town is a party, or to which the Town may be a party. Council Member Griffith seconded the motion, and it was carried out unanimously.

At the mayor's call, Council Member Griffith moved to return to regular session at 6:42 p.m., and the motion was seconded by Council Member Brown. No action was taken. The motion carried unanimously.

8. TOWN ADMINISTRATOR REPORT

A. Financial Statements for June 2026

Mrs. Violet Sanderson presented the June 2026 financial statement.

B. Planning & Zoning

a. GPS, Inc. - Variance Application for Sign Permit

1 Motion to Approve or Deny Variance Application for Sign Permit

Mrs. Sanderson presented the Afton Planning and Zoning Board's recommendation and conditions, which recommended approval.

At the mayor's call, Council Member Griffith moved to approve the Variance Application for the sign permit with conditions. Council Member Brown seconded the motion. The motion carried

unanimously.

b. Rockbridge, LLC - Major Subdivision

Marlow presented. Violet read the recommendations and conditions from PNZ.

1 Motion to Approve or Deny Major Subdivision for Rockbridge, LLC

Mrs. Sanderson presented the Afton Planning and Zoning Board's recommendation and conditions, which recommended approval. At the mayor's call, Council Member Wilkes moved to approve the Major Subdivision application for Rockbridge 3rd Addition, LLC, with the conditions recommended by the Planning and Zoning Board. Council Member Hillyard seconded the motion. The motion carried unanimously.

C. Consultant Proposals – Comprehensive Master Plan

The Council reviewed proposals from four consulting firms to develop the town's comprehensive master plan. After evaluating the proposals, J-U-B Engineering and Harmony Design & Engineering emerged as the top two candidates based on the Planning & Zoning scoring matrix. At the Mayor's request, Council Member Wilkes motioned to accept the bid from J-U-B Engineering for the comprehensive master plan. Council Member Hillyard seconded the motion, which was approved unanimously.

9. NEW BUSINESS

A. Discussion and Appointment of a Board Member for the Afton Main Street Alliance Board.

a. Motion to Approve or Deny Jack Swensen

Mayor Jensen requested that the Council consider appointing Mr. Jack Swensen to the Afton Main Street Alliance Board. At the Mayor's call, Council Member Hillyard moved to appoint Mr. Jack Swensen to the Afton Main Street Alliance Board. Council Member Brown seconded the motion. The motion passed unanimously.

B. Ordinance 711 - Regulation for Bikes, Electric Motorcycles and Motorized Vehicles in Parks

a. Motion to pass or deny Ordinance 711 on First Reading

At the call of the Mayor, Council Member Griffith made a motion to pass Ordinance 711 on first reading. Council Member Wilkes seconded the motion. The motion carried unanimously.

C. Ordinance 712 - Wireless Telecommunication Towers

a. Motion to pass or deny Ordinance 712 on First Reading

Mayor Jensen recused himself from the meeting due to a conflict of interest related to the telecommunications topic. At the request of Council Member Wilkes, Council Member Hillyard

made a motion to pass Ordinance 712 on its first reading and to seek legal and expert opinions on certain aspects of the ordinance. Council Member Brown seconded the motion, which was approved unanimously. Mayor Jensen was not present for the vote.

D. Resolution 2026-07 - Adopting Replacement Policy & Procedures Manual

The Council reviewed updates to the employee policy manual, which included two new sections: one formalizing alternative work schedules and another governing department heads' attendance at council meetings. At the Mayor's request, Council Member Wilkes motioned to table Resolution 2026-07 for further revisions, and the motion was seconded by Council Member Hillyard. The motion passed unanimously.

E. Review of Bids for West Alley

- a. Motion to approve bid and authorize the Town Administrator to issue Notice of Award

Mr. Jr Nield presented three bids for the West Alley Pavement Replacement Project. Kilroy Construction, LLC submitted the winning bid for \$187,129.00. At the Mayor's request, Council Member Griffith made a motion to award the West Alley Pavement Replacement Project to Kilroy Construction for \$187,129.00, which Council Member Hillyard seconded. The motion was approved unanimously.

F. Review Bids for 2026 Street Improvement Maintenance Project

- a. Motion to approve bid and authorize Town Administrator to issue Notice of Award

Mr. Jr Nield presented three bids for the 2026 Street Improvement Project. DNS Excavation, LLC submitted the winning bid of \$121,615.00. At the Mayor's request, Council Member Hillyard made a motion to award the 2026 Street Improvement Project to DNS Excavation for \$121,615.00, which Council Member Brown seconded. The motion was approved unanimously.

10. CONTINUING BUSINESS

A. Ordinance 709- De-Annexation of Mountain Star Products, LLC

- a. Motion to pass or deny Ordinance 709 on Second Reading
(Passed on First Reading)

At the call of the Mayor, Council Member Brown made a motion to pass Ordinance 709 on second reading. Council Member Griffith seconded the motion. The motion carried unanimously.

B. Ordinance 710 - Rezone 40 West 4th Ave

- a. Motion to pass or deny Ordinance 710 on Second Read
(Passed on First Reading)

At the call of the Mayor, Council Member Hillyard made a motion to pass Ordinance 710 on second reading. Council Member Wilkes seconded the motion. The motion carried unanimously.

C. Discussion on Sunrise Engineerings Proposal Services for Structural Assessment of Los Cabos

- a. Motion to approve and authorize the Town Administrator to execute the quote

At the Mayor's request, Council Member Wilkes motioned to approve and authorize the Town Administrator to execute the quote of \$23,000.00 from Sunrise Engineering, which was seconded by Council Member Griffith. The motion passed unanimously.

11. MAYOR'S REPORT TO COUNCIL

12. TOWN ATTORNEY REPORT

13. CORRESPONDENCE

14. ONGOING ITEMS FROM PREVIOUS COUNCIL MEETINGS

15. WORKSESSION ITEMS/COUNCIL TRAINING

- A. Set Agenda for the Next Work Session Scheduled for July 22, 2026.

The agenda will include a discussion of Star Valley Medical EMS.

16. EXECUTIVE SESSION

Motion to go into executive session for the purpose of considering the acquisition of real estate, personnel matters, matters concerning litigation to which the Town is a party, or to which the Town may be a party.

- A. Motion to go into Executive Sessions

At 9:55 p.m., upon the mayor's request, Council Member Hillyard moved to go into executive session for the purpose of considering the acquisition of real estate, personnel matters, matters concerning litigation to which the Town is a party, or to which the Town may be a party. Council Member Brown seconded the motion, and it was carried out unanimously.

At the mayor's call, Council Member Griffith moved to return to regular session at 10:01 p.m., and the motion was seconded by Council Member Brown. No action was taken. The motion carried unanimously.

17. ADJOURN

By the provision of Wyoming Statutes §15-1-110, All Names, Positions, and Salaries listed are base annual salaries or actual salaries, not including any benefits. Any overtime earned and paid for by the Town is included in the total base salary listed. J. Romberg - Police Chief \$86,600.85 J. Hammill - Officer \$67,842.14 J. Peavler - Utilities Director \$75,514.23 T. Larson- Maintenance- Utility \$54,948.66 T. Hemmert- Maintenance- Utility \$51,649.16 J. Nield- Public Works Director \$80,191.65 H. Hillyard- Maintenance - Public Works \$51,702.82 S. Jones - Maintenance Public Works \$49,016.58 S. Humbert- Mechanic \$58,780.54 B. Burton- Golf Course Director \$66,632.32 V. Sanderson- Town Administrator \$100,817.60 T. McGarvey- Town Clerk \$53,018.09 S. Phillips- Town Treasurer \$49,305.10 N. Miles- Administrative Assistant \$38,498.67 J. Jensen – Mayor \$6,000.00 D. Hillyard- Council Member \$1,200.00 S. Griffith - Council Member \$1,200.00 W. Wilkes- Council Member \$1,200.00

A. Motion to Adjourn Meeting

At the call of the Mayor, Council Member Wilkes motioned to adjourn the regular meeting of the Afton Town Council, seconded by Council Member Griffith. The motion carried unanimously. The regular meeting adjourned at 10:06 p.m.



Tina McGarvey <tmcgarvey@aftonwyoming.gov>

Department Report

2 messages

Tina McGarvey <tmcgarvey@aftonwyoming.gov>
To: Rick Sessions <airport@silverstar.com>

Fri, Aug 7, 2026 at 8:26 AM

Good Morning, Heath,

I wanted to remind you that you are on this month's agenda for department reports. The meeting will be held on Tuesday, August 11, 2026, at 5:30 p.m. If you are unable to attend, please let me know.

Sincerely,

--

Tina McGarvey
Town Clerk
416 S. Washington St.
P.O. Box 310
Afton, WY 83110
(307) 885-9831 Office

airport@silverstar.com <airport@silverstar.com>
To: Tina McGarvey <tmcgarvey@aftonwyoming.gov>

Fri, Aug 7, 2026 at 2:32 PM

Tina,

Thanks for the reminder, I don't have anything to report this go around, so i wont be at the meeting this month.

Thanks,

Heath Lawson

[Quoted text hidden]

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10 REVENUE - PROPERTY TAXES	.00	.00	300,000.00	300,000.00	.0
10-31-20 REVENUE - VEHICLE REGISTRATION	.00	.00	130,000.00	130,000.00	.0
10-31-30 REVENUE - FRAN TAX/POWER	20,513.87	20,513.87	40,000.00	19,486.13	51.3
10-31-35 REVENUE-FRANCHISE-PHONE	.00	.00	2,500.00	2,500.00	.0
10-31-40 REVENUE - FRAN TAX/ GAS	12,731.02	12,731.02	18,000.00	5,268.98	70.7
10-31-41 REVENUE/GEN SALES & USE TAX	166,076.95	166,076.95	1,900,000.00	1,733,923.05	8.7
10-31-51 REVENUE - GASOLINE TAX	7,585.61	7,585.61	102,000.00	94,414.39	7.4
10-31-61 REVENUE - CIGARETTE TAX	710.65	710.65	8,000.00	7,289.35	8.9
10-31-71 REVENUE - SEVERANCE TAX	.00	.00	81,200.00	81,200.00	.0
10-31-80 REVENUE- GAMING	4,884.20	4,884.20	14,000.00	9,115.80	34.9
10-31-81 LODGING TAX	13,456.89	13,456.89	165,000.00	151,543.11	8.2
10-31-90 REVENUE- LOTTERY	4,030.49	4,030.49	14,000.00	9,969.51	28.8
TOTAL TAXES	229,989.68	229,989.68	2,774,700.00	2,544,710.32	8.3
<u>LICENSES & PERMITS</u>					
10-32-51 REVENUE - ANIMAL LICENSES	20.00	20.00	680.00	660.00	2.9
10-32-61 REVENUE - BLDG/SIGN PERMITS	1,125.00	1,125.00	10,000.00	8,875.00	11.3
10-32-71 REVENUE - LICENSES - BUSINESS	1,950.00	1,950.00	16,650.00	14,700.00	11.7
10-32-81 REVENUE - LICENSES - LIQUOR	235.00	235.00	12,000.00	11,765.00	2.0
TOTAL LICENSES & PERMITS	3,330.00	3,330.00	39,330.00	36,000.00	8.5
<u>INTERGOVERNMENTAL</u>					
10-33-01 EXCESS MONEY FROM STATE	.00	.00	236,817.00	236,817.00	.0
10-33-03 EXTENSION OFFICE/ ELECTRICITY	164.20	164.20	3,750.00	3,585.80	4.4
10-33-06 TERRA POWER IMPACT FUNDS	6,521.74	6,521.74	78,252.00	71,730.26	8.3
10-33-11 REVENUE - FED MIN/ROYAL	.00	.00	172,000.00	172,000.00	.0
10-33-94 FIRE DEPART.-PENSION	112.50	112.50	900.00	787.50	12.5
TOTAL INTERGOVERNMENTAL	6,798.44	6,798.44	491,719.00	484,920.56	1.4

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC CHARGES FOR SERVICES</u>					
10-34-03 PARK RESERVATION FEE	1,205.00	1,205.00	4,000.00	2,795.00	30.1
10-34-43 YOUTH FLAG FOOTBALL	1,840.01	1,840.01	10,000.00	8,159.99	18.4
10-34-44 YOUTH SOFTBALL	.00	.00	5,000.00	5,000.00	.0
10-34-45 YOUTH BASKETBALL	.00	.00	9,200.00	9,200.00	.0
10-34-46 YOUTH BASEBALL	.00	.00	7,500.00	7,500.00	.0
10-34-47 YOUTH SOCCER	45.00	45.00	12,500.00	12,455.00	.4
10-34-48 YOUTH VOLLEYBALL	.00	.00	3,200.00	3,200.00	.0
10-34-88 RURAL FIRE DISTRICT REVENUE	61,325.32	61,325.32	97,900.00	36,574.68	62.6
10-34-90 REVENUE CEM/GRAVE SERVICES	350.00	350.00	20,000.00	19,650.00	1.8
10-34-91 CIVIC CENTER RENTAL FEES	1,422.00	1,422.00	27,500.00	26,078.00	5.2
TOTAL MISC CHARGES FOR SERVICES	66,187.33	66,187.33	196,800.00	130,612.67	33.6
<u>FINES & FORFEITURES</u>					
10-35-60 REVENUE - FINES AND COSTS	33,903.00	33,903.00	55,000.00	21,097.00	61.6
TOTAL FINES & FORFEITURES	33,903.00	33,903.00	55,000.00	21,097.00	61.6
<u>MISCELLANEOUS</u>					
10-36-01 STAR ON HILL FUNDS	.00	.00	3,500.00	3,500.00	.0
10-36-02 HADERLIE- SPECIAL IMPROVEMENT	1,000.00	1,000.00	.00	(1,000.00)	.0
10-36-08 ASPEN COURT IMPROVEMENT DIST	.00	.00	3,000.00	3,000.00	.0
10-36-70 REVENUE - MISCELLANEOUS	1,434.05	1,434.05	5,000.00	3,565.95	28.7
10-36-76 TOURISM EVENT REVENUE	160.00	160.00	.00	(160.00)	.0
10-36-80 REVENUE - INTEREST	9,581.42	9,581.42	75,000.00	65,418.58	12.8
10-36-90 SURPLUS PROPERTY REVENUE	.00	.00	12,000.00	12,000.00	.0
TOTAL MISCELLANEOUS	12,175.47	12,175.47	98,500.00	86,324.53	12.4
<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-86 RESERVE TRANSFERS	.00	.00	408,800.00	408,800.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	408,800.00	408,800.00	.0
TOTAL FUND REVENUE	352,383.92	352,383.92	4,064,849.00	3,712,465.08	8.7

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL JUDGE</u>					
10-41-11 SALARY/ MUNICIPAL JUDGE	800.00	800.00	20,000.00	19,200.00	4.0
10-41-12 PAYROLL BENEFITS	79.36	79.36	1,600.00	1,520.64	5.0
10-41-24 OFFICE EXP/SUPPLIES/POSTAGE	.00	.00	700.00	700.00	.0
10-41-34 COURT SOFTWARE	.00	.00	2,500.00	2,500.00	.0
10-41-74 LEGAL FEES- COURT	4,377.00	4,377.00	4,000.00	(377.00)	109.4
TOTAL MUNICIPAL JUDGE	5,256.36	5,256.36	28,800.00	23,543.64	18.3
<u>MAYOR</u>					
10-42-11 SALARY/ MAYOR	500.00	500.00	6,000.00	5,500.00	8.3
10-42-12 MAYOR - FICA	38.25	38.25	500.00	461.75	7.7
10-42-23 TRAVEL	.00	.00	2,500.00	2,500.00	.0
10-42-41 COMMUNITY DEVELOPMENT	.00	.00	750.00	750.00	.0
10-42-51 MAYOR/EMPLOYEE RELATIONS	.00	.00	2,000.00	2,000.00	.0
TOTAL MAYOR	538.25	538.25	11,750.00	11,211.75	4.6
<u>TOWN COUNCIL</u>					
10-43-11 COMPENSATION/ TOWN COUNCIL	400.00	400.00	4,800.00	4,400.00	8.3
10-43-12 TOWN COUNCIL - FICA	22.95	22.95	300.00	277.05	7.7
10-43-23 TRAVEL	.00	.00	3,000.00	3,000.00	.0
10-43-62 BOARD EXPEND.	.00	.00	1,500.00	1,500.00	.0
10-43-63 COUNCIL/EMPLOYEE RELATIONS	141.96	141.96	3,500.00	3,358.04	4.1
TOTAL TOWN COUNCIL	564.91	564.91	13,100.00	12,535.09	4.3
<u>HUMAN RESOURCES</u>					
10-44-07 UNEMPLOYMENT CLAIMS	.00	.00	2,000.00	2,000.00	.0
TOTAL HUMAN RESOURCES	.00	.00	2,000.00	2,000.00	.0

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-45-11 SALARIES/WAGES CLK/TRES/ADMIN.	22,617.34	22,617.34	372,185.00	349,567.66	6.1
10-45-12 CLK/TREAS/ADMIN BENEFITS	16,660.94	16,660.94	263,524.00	246,863.06	6.3
10-45-15 BANK CHARGES- CREDIT CARD	2,031.81	2,031.81	20,000.00	17,968.19	10.2
10-45-23 EDUC/TRAVEL/LIC. FEES	1,628.93	1,628.93	10,000.00	8,371.07	16.3
10-45-48 PUBLIC NOTICES	4,918.52	4,918.52	25,000.00	20,081.48	19.7
10-45-49 SOFTWARE	19,648.00	19,648.00	25,000.00	5,352.00	78.6
10-45-50 FINANCIAL AUDIT EXPENSE	.00	.00	24,000.00	24,000.00	.0
10-45-60 PROMO ITEMS/BOARD GIFTS	.00	.00	4,500.00	4,500.00	.0
10-45-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
10-45-75 WEBSITE	.00	.00	2,500.00	2,500.00	.0
TOTAL ADMINISTRATION	67,505.54	67,505.54	761,709.00	694,203.46	8.9
<u>CIVIC CENTER MANAGEMENT</u>					
10-46-11 SALARIES/ WAGES- CIVIC CENTER	213.75	213.75	7,600.00	7,386.25	2.8
10-46-12 PAYROLL BENEFITS- CIVIC CENTER	21.20	21.20	758.00	736.80	2.8
10-46-22 SUPPLIES- CIVIC CENTER	174.43	174.43	3,500.00	3,325.57	5.0
10-46-25 ELECT./ GAS- CIVIC CENTER	480.37	480.37	17,000.00	16,519.63	2.8
10-46-26 TELEPHONE EXP. - CIVIC CENTER	302.40	302.40	3,400.00	3,097.60	8.9
10-46-73 BUILDING MAINT.- CIVIC CENTER	453.95	453.95	10,000.00	9,546.05	4.5
TOTAL CIVIC CENTER MANAGEMENT	1,646.10	1,646.10	42,258.00	40,611.90	3.9
<u>LEGAL</u>					
10-47-12 LEGAL EXPENSE	32,646.50	32,646.50	75,000.00	42,353.50	43.5
TOTAL LEGAL	32,646.50	32,646.50	75,000.00	42,353.50	43.5
<u>BUILDING OPERATIONS</u>					
10-48-11 SALARY/WAGES- CLEAN TOWN HALL	1,340.94	1,340.94	18,500.00	17,159.06	7.3
10-48-12 ADMIN. PAYROLL BENEFITS	11.38	11.38	.00	(11.38)	.0
10-48-22 CLEANING SUPPLIES	123.66	123.66	1,000.00	876.34	12.4
10-48-23 ELECTRICITY/ NATURAL GAS	180.13	180.13	7,000.00	6,819.87	2.6
10-48-24 OFFICE EXPENSE, SUPPLIES	1,611.97	1,611.97	15,000.00	13,388.03	10.8
10-48-25 COPIER MAINTENANCE CONTRACT	255.72	255.72	5,000.00	4,744.28	5.1
10-48-26 TELEPHONE EXPENSES	1,093.25	1,093.25	17,000.00	15,906.75	6.4
10-48-61 POSTAGE EXPENSES	502.25	502.25	3,500.00	2,997.75	14.4
10-48-62 RANDOM DRUG TESTING	58.00	58.00	750.00	692.00	7.7
10-48-72 BUILDING MAINTENANCE	421.55	421.55	.00	(421.55)	.0
10-48-73 COMPUTER SERVICE & REPAIRS	1,629.35	1,629.35	8,000.00	6,370.65	20.4
TOTAL BUILDING OPERATIONS	7,228.20	7,228.20	75,750.00	68,521.80	9.5

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER GOV EXPENDITURES</u>					
10-49-12 PAYROLL BENEFITS	358.75	358.75	27,936.00	27,577.25	1.3
10-49-13 TOWN CODE REVISION	.00	.00	9,200.00	9,200.00	.0
10-49-16 TOURISM DIRECTOR	3,616.37	3,616.37	55,000.00	51,383.63	6.6
10-49-37 CONTRACTS-WAM	2,917.00	2,917.00	2,863.00	(54.00)	101.9
10-49-38 DUES & SUBSCRIPTIONS	1,850.53	1,850.53	3,200.00	1,349.47	57.8
10-49-52 INSURANCE - GENERAL LIABILITY	1,031.75	1,031.75	12,000.00	10,968.25	8.6
10-49-55 PROPERTY TAXES	.00	.00	810.00	810.00	.0
10-49-57 INSURANCE- PROPERTY	.00	.00	30,000.00	30,000.00	.0
TOTAL OTHER GOV EXPENDITURES	9,774.40	9,774.40	141,009.00	131,234.60	6.9
<u>POLICE DEPARTMENT</u>					
10-54-07 CUSTODY OF PRISONER	.00	.00	800.00	800.00	.0
10-54-11 SALARIES/WAGES - POLICE	26,646.50	26,646.50	371,900.00	345,253.50	7.2
10-54-12 POLICE BENEFITS	15,288.30	15,288.30	235,158.00	219,869.70	6.5
10-54-20 DISPATCH CENTER	1,948.00	1,948.00	24,000.00	22,052.00	8.1
10-54-23 EDUCATION/TRAVEL	311.21	311.21	2,500.00	2,188.79	12.5
10-54-24 OFFICE EXP/SUPPLIES/POSTAGE	456.20	456.20	1,200.00	743.80	38.0
10-54-25 EQUIPMENT & SUPPLIES	3,863.46	3,863.46	19,308.00	15,444.54	20.0
10-54-26 AUTO OPERATION/ MAINTENANCE	2,038.60	2,038.60	20,000.00	17,961.40	10.2
10-54-27 E - FORCE	.00	.00	4,800.00	4,800.00	.0
10-54-28 TELEPHONE	296.71	296.71	3,200.00	2,903.29	9.3
10-54-30 ANIMAL CONTROL	.00	.00	750.00	750.00	.0
10-54-32 DRUG ENFORCEMENT	.00	.00	500.00	500.00	.0
10-54-74 COMMUNITY PROGRAMS	.00	.00	500.00	500.00	.0
10-54-90 NEW POLICE VEHICLE	.00	.00	24,000.00	24,000.00	.0
TOTAL POLICE DEPARTMENT	50,848.98	50,848.98	708,616.00	657,767.02	7.2

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
10-57-11 ADMINISTRATION AND GENERAL	.00	.00	1,500.00	1,500.00	.0
10-57-12 FIREMEN PENSION FUND	1,716.94	1,716.94	9,500.00	7,783.06	18.1
10-57-13 PURCHASE SERVICES	24,068.58	24,068.58	20,000.00	(4,068.58)	120.3
10-57-20 INSURANCE- FIRE DEPT. VEHICLES	.00	.00	3,000.00	3,000.00	.0
10-57-25 EQUIP/SUPPLIES/MAINT	4,013.98	4,013.98	30,000.00	25,986.02	13.4
10-57-26 EQUIPMENT TESTING	.00	.00	4,000.00	4,000.00	.0
10-57-27 RANDOM DRUG TESTING	58.00	58.00	1,200.00	1,142.00	4.8
10-57-28 TELEPHONE	1,193.30	1,193.30	2,500.00	1,306.70	47.7
10-57-33 CONVENTION/ EDUCATION EXP.	6,965.65	6,965.65	10,000.00	3,034.35	69.7
10-57-64 DRILL FIELD- UTILITIES	99.62	99.62	1,200.00	1,100.38	8.3
10-57-65 BUILDING - ELECTRIC	268.13	268.13	10,000.00	9,731.87	2.7
10-57-66 WAGES- SALARIES/ FIRE DEPT.	1,560.43	1,560.43	12,000.00	10,439.57	13.0
10-57-72 AVFD- BUILDING IMPROVEMENTS	.00	.00	13,000.00	13,000.00	.0
10-57-74 AVFD- SPECIALITY EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
10-57-75 CAPITLA OUTLAY/FIRE TRUCK	.00	.00	50,000.00	50,000.00	.0
TOTAL FIRE DEPARTMENT	39,944.63	39,944.63	187,900.00	147,955.37	21.3
<u>PUBLIC WORKS/STREETS</u>					
10-60-02 STREET REPAIRS	.00	.00	5,000.00	5,000.00	.0
10-60-03 MAINT. PAVED STREET/SUMMR FUEL	1,226.94	1,226.94	7,500.00	6,273.06	16.4
10-60-04 STORAGE BLDG./ MAINT. & UTIL.	90.62	90.62	5,000.00	4,909.38	1.8
10-60-05 TELEPHONE EXP.	183.74	183.74	2,000.00	1,816.26	9.2
10-60-06 STREETS LIGHTS	5,993.99	5,993.99	32,000.00	26,006.01	18.7
10-60-07 EQUIP/MAINT & EXPENSES	5,432.21	5,432.21	40,000.00	34,567.79	13.6
10-60-08 STREET CLEANING-BROOMS/FILTERS	.00	.00	2,500.00	2,500.00	.0
10-60-09 HAND TOOLS/ SAFETY EQUIPMENT	503.95	503.95	5,000.00	4,496.05	10.1
10-60-10 SUPPLIES-PAINT, SIGNS, BANNERS	962.65	962.65	7,000.00	6,037.35	13.8
10-60-11 SALARIES/WAGES - P.W. STREETS	9,411.85	9,411.85	126,370.00	116,958.15	7.5
10-60-12 PUBLIC WORKS STREET BENEFITS	6,419.56	6,419.56	89,219.00	82,799.44	7.2
10-60-13 PART-TIME HELP	495.00	495.00	8,000.00	7,505.00	6.2
10-60-14 SALT/SAND MIX	.00	.00	7,000.00	7,000.00	.0
10-60-15 PART-TIME/ STREETS BENEFITS	.00	.00	500.00	500.00	.0
10-60-20 SPRING/FALL CLEAN UP	.00	.00	4,500.00	4,500.00	.0
10-60-71 SNOW REMOVAL/ WINTER FUEL	.00	.00	20,000.00	20,000.00	.0
10-60-72 CHRISTMAS LIGHTS	.00	.00	1,500.00	1,500.00	.0
10-60-73 MAIN STREET PLANTERS/FLOWERS	225.82	225.82	6,500.00	6,274.18	3.5
10-60-74 CAPITAL OUTLAY/ EQUIP PURCHASE	.00	.00	22,000.00	22,000.00	.0
10-60-75 STREET IMPROVEMENT/REPLACEMENT	104.50	104.50	5,000.00	4,895.50	2.1
10-60-76 DEPRECIATION RESERVE	.00	.00	5,000.00	5,000.00	.0
10-60-77 SIDEWALK IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
10-60-78 EQUIPMENT RESERVE	.00	.00	8,000.00	8,000.00	.0
10-60-81 STORM DRAIN MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-60-82 ENGINEERING FEES- STREETS	.00	.00	2,500.00	2,500.00	.0
10-60-83 ELK ANTLER ARCH MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL PUBLIC WORKS/STREETS	31,050.83	31,050.83	424,589.00	393,538.17	7.3

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
10-66-77 ENGINEERING SERVICES	1,090.00	1,090.00	5,000.00	3,910.00	21.8
10-66-81 PROF. SERVICES	1,826.00	1,826.00	30,000.00	28,174.00	6.1
10-66-95 GIS PROGRAM	.00	.00	1,200.00	1,200.00	.0
TOTAL PROFESSIONAL SERVICES	2,916.00	2,916.00	36,200.00	33,284.00	8.1
<u>PUBLIC WORKS/PARKS</u>					
10-70-09 GROUND MAINTENANCE- PARKS	1,100.75	1,100.75	10,000.00	8,899.25	11.0
10-70-11 SALARIES/WAGES- PARKS	8,637.18	8,637.18	116,257.50	107,620.32	7.4
10-70-12 BENEFITS/PARKS	5,801.55	5,801.55	82,197.00	76,395.45	7.1
10-70-14 BUILDING MAINT./ REPAIRS	636.99	636.99	2,000.00	1,363.01	31.9
10-70-25 SUPPLIES- PARKS	675.38	675.38	8,000.00	7,324.62	8.4
10-70-26 EQUIPMENT- PARKS	1,081.26	1,081.26	10,000.00	8,918.74	10.8
10-70-27 UTILITIES- PARKS	290.92	290.92	3,000.00	2,709.08	9.7
10-70-28 UTILITIES- SIMPLOT BALLFLDS	1,384.37	1,384.37	7,500.00	6,115.63	18.5
10-70-29 MISC. SUPPLIES- PARKS	10.70	10.70	750.00	739.30	1.4
10-70-71 FERTILIZER- PARKS	.00	.00	500.00	500.00	.0
10-70-78 PAINT/SUPPLIES- NEW BALLFIELDS	152.00	152.00	1,500.00	1,348.00	10.1
10-70-80 EQUIPMENT- NEW BALLFIELDS	.00	.00	2,500.00	2,500.00	.0
10-70-81 PROJECTS- NEW BALLFIELDS	.00	.00	700.00	700.00	.0
10-70-92 TOPSOIL- PARKS	.00	.00	1,500.00	1,500.00	.0
10-70-96 INFORMATION CENTER MAINT.	172.90	172.90	.00	(172.90)	.0
10-70-97 CAPITAL OUTLAY/EQUIPMENT	.00	.00	72,000.00	72,000.00	.0
TOTAL PUBLIC WORKS/PARKS	19,944.00	19,944.00	318,404.50	298,460.50	6.3
<u>PUBLIC WORKS/CEMETERY</u>					
10-72-03 GROUND MAINTENANCE	1,114.57	1,114.57	10,000.00	8,885.43	11.2
10-72-04 EQUIPMENT & SUPPLIES	1,092.61	1,092.61	5,000.00	3,907.39	21.9
10-72-11 CEMETERY RECORD UPDATE	.00	.00	1,500.00	1,500.00	.0
10-72-12 PUBLIC WORKS CEMETERY BENEFITS	132.58	132.58	1,530.00	1,397.42	8.7
10-72-13 WAGES/SALARY- CEMETERY	2,277.14	2,277.14	20,000.00	17,722.86	11.4
10-72-20 SPRINKLER PIPE	.00	.00	500.00	500.00	.0
10-72-27 UTILITIES-CEMETERY	106.24	106.24	2,500.00	2,393.76	4.3
10-72-30 CONTRACT SERVICES	35.00	35.00	15,000.00	14,965.00	.2
10-72-40 TOPSOIL/ SOD	.00	.00	1,500.00	1,500.00	.0
10-72-91 CAPITAL/ NEW LAWN MOWER	.00	.00	15,000.00	15,000.00	.0
10-72-92 CEMETERY EXPANSION PLANNING	.00	.00	5,000.00	5,000.00	.0
TOTAL PUBLIC WORKS/CEMETERY	4,758.14	4,758.14	77,530.00	72,771.86	6.1

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>AIRPORT</u>					
10-73-03 SERVICES	.00	.00	35,000.00	35,000.00	.0
TOTAL AIRPORT	.00	.00	35,000.00	35,000.00	.0
<u>RECREATION DEPARTMENT</u>					
10-74-02 LITTLE LEAGUE PROGRAM	.00	.00	2,750.00	2,750.00	.0
10-74-03 YOUTH SOFTBALL	1,522.50	1,522.50	2,500.00	977.50	60.9
10-74-04 YOUTH FLAG FOOTBALL	2,190.34	2,190.34	7,900.00	5,709.66	27.7
10-74-05 YOUTH SOCCER PROGRAM	.00	.00	5,000.00	5,000.00	.0
10-74-08 YOUTH BASKETBALL PROGRAM	.00	.00	2,500.00	2,500.00	.0
10-74-09 YOUTH VOLLEYBALL	.00	.00	2,250.00	2,250.00	.0
10-74-11 SALARIES/WAGES - RECREATION	4,000.00	4,000.00	18,000.00	14,000.00	22.2
10-74-12 RECREATION BENEFITS	396.80	396.80	1,500.00	1,103.20	26.5
TOTAL RECREATION DEPARTMENT	8,109.64	8,109.64	42,400.00	34,290.36	19.1
<u>COMMUNITY DEVELOPMENT</u>					
10-77-03 COMMUNITY CLEAN-UP	.00	.00	2,000.00	2,000.00	.0
10-77-05 HERITAGE COMMITTEE	540.00	540.00	2,000.00	1,460.00	27.0
10-77-07 AFTON MAIN STREET ALLIANCE	.00	.00	20,000.00	20,000.00	.0
10-77-08 AFTON FOOD PANTRY	.00	.00	5,000.00	5,000.00	.0
10-77-09 COMMUNITY DEVELOPMENT	1,852.50	1,852.50	100,000.00	98,147.50	1.9
10-77-25 STAR PROJECT	.00	.00	2,750.00	2,750.00	.0
TOTAL COMMUNITY DEVELOPMENT	2,392.50	2,392.50	131,750.00	129,357.50	1.8
<u>LODGING TAX BOARD</u>					
10-78-02 MARKETING & PROMOTION	7,216.54	7,216.54	70,000.00	62,783.46	10.3
10-78-03 TOWN EVENTS	5,628.15	5,628.15	45,000.00	39,371.85	12.5
10-78-04 SPECIAL EVENTS	.00	.00	33,500.00	33,500.00	.0
TOTAL LODGING TAX BOARD	12,844.69	12,844.69	148,500.00	135,655.31	8.7
<u>TRANSFER TO OTHER FUNDS</u>					
10-80-50 TRANSFER TO GOLF COURSE FUND	.00	.00	150,000.00	150,000.00	.0
TOTAL TRANSFER TO OTHER FUNDS	.00	.00	150,000.00	150,000.00	.0

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
10-90-45 REMODEL TOWN HALL	.00	.00	165,983.50	165,983.50	.0
10-90-70 STREET PAVING	3,906.00	3,906.00	286,600.00	282,694.00	1.4
10-90-90 CIVIC CENTER PROJECT	.00	.00	200,000.00	200,000.00	.0
TOTAL CAPITAL PROJECTS	3,906.00	3,906.00	652,583.50	648,677.50	.6
TOTAL FUND EXPENDITURES	301,875.67	301,875.67	4,064,849.00	3,762,973.33	7.4
NET REVENUE OVER EXPENDITURES	50,508.25	50,508.25	.00	(50,508.25)	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FIRE DEPT. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE- FIRE DEPT.</u>					
20-36-57 DONATIONS - FIRE DEPT	720.00	720.00	15,000.00	14,280.00	4.8
20-36-58 MUTUAL AID- FIRE DEPT.	300.00	300.00	2,500.00	2,200.00	12.0
20-36-80 INTEREST- FIRE DEPT.	.83	.83	45.00	44.17	1.8
TOTAL REVENUE- FIRE DEPT.	1,020.83	1,020.83	17,545.00	16,524.17	5.8
TOTAL FUND REVENUE	1,020.83	1,020.83	17,545.00	16,524.17	5.8

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FIRE DEPT. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURE- FIRE DEPT.					
20-57-25 EQUIP/SUPPLIES/MAINT	1,704.76	1,704.76	17,545.00	15,840.24	9.7
TOTAL EXPENDITURE- FIRE DEPT.	1,704.76	1,704.76	17,545.00	15,840.24	9.7
TOTAL FUND EXPENDITURES	1,704.76	1,704.76	17,545.00	15,840.24	9.7
NET REVENUE OVER EXPENDITURES	(683.93)	(683.93)	.00	683.93	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

AFTON TOURISM BOARD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE- AFTON TOURISM BOARD</u>					
30-36-20 INTEREST- AFTON TOURISM	4.89	4.89	.00	(4.89)	.0
TOTAL REVENUE- AFTON TOURISM BOARD	4.89	4.89	.00	(4.89)	.0
TOTAL FUND REVENUE	4.89	4.89	.00	(4.89)	.0
NET REVENUE OVER EXPENDITURES	4.89	4.89	.00	(4.89)	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
51-36-18 SALES OF MATERIALS/WATER	.00	.00	2,500.00	2,500.00	.0
TOTAL MISCELLANEOUS	.00	.00	2,500.00	2,500.00	.0
<u>UTILITIES</u>					
51-37-10 REVENUE -WATER PENALTIES	690.00	690.00	10,000.00	9,310.00	6.9
51-37-20 CONNECTION FEES	5,741.19	5,741.19	48,000.00	42,258.81	12.0
51-37-21 WATER IMPACT FEES	22,000.00	22,000.00	100,000.00	78,000.00	22.0
51-37-30 LVE DEBT SERVICE	.00	.00	11,702.00	11,702.00	.0
51-37-90 REVENUE - WATER CHARGES-AFTON	70,210.33	70,210.33	685,000.00	614,789.67	10.3
TOTAL UTILITIES	98,641.52	98,641.52	854,702.00	756,060.48	11.5
TOTAL FUND REVENUE	98,641.52	98,641.52	857,202.00	758,560.48	11.5

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-02 SOURCE OF SUPPLY	.00	.00	5,000.00	5,000.00	.0
51-40-03 CERTIFICATION/ EDUCATION DUES	.00	.00	1,700.00	1,700.00	.0
51-40-04 UTILITY/VALVE HSE- ELECTRICITY	131.03	131.03	2,000.00	1,868.97	6.6
51-40-05 TRANSMISSION AND DISTRIBUTION	32,258.78	32,258.78	183,000.00	150,741.22	17.6
51-40-06 SHOP MAINT./FUEL PRUCHASES	1,001.44	1,001.44	4,500.00	3,498.56	22.3
51-40-07 TELEPHONE	60.00	60.00	1,500.00	1,440.00	4.0
51-40-08 OFFICE SUPPLIES	23.85	23.85	2,500.00	2,476.15	1.0
51-40-09 DEBT PMT- SWIFT CREEK HYDRO	11,675.69	11,675.69	23,500.00	11,824.31	49.7
51-40-10 SCADA SYSTEM	324.19	324.19	16,000.00	15,675.81	2.0
51-40-11 SALARIES & WAGES/ UTILITY	9,844.52	9,844.52	124,699.00	114,854.48	7.9
51-40-12 PAYROLL BENEFITS/ UTILITY	5,662.57	5,662.57	93,532.75	87,870.18	6.1
51-40-14 POWER/PUMPING	4.84	4.84	10,000.00	9,995.16	.1
51-40-15 VEHICLE REPAIRS & INS. DED.	553.69	553.69	2,500.00	1,946.31	22.2
51-40-20 CHLORINE	8,780.19	8,780.19	15,000.00	6,219.81	58.5
51-40-21 OSHA/ SAFETY EQUIP.	3,355.17	3,355.17	1,250.00	(2,105.17)	268.4
51-40-31 UTILITY BILLING	1,030.24	1,030.24	4,250.00	3,219.76	24.2
51-40-70 SNOW REMOVAL	.00	.00	5,000.00	5,000.00	.0
51-40-71 TOOL PURCHASE/EQUIP REPAIR	110.00	110.00	5,000.00	4,890.00	2.2
51-40-72 STORAGE TANK CLEANING	.00	.00	6,800.00	6,800.00	.0
51-40-73 TESTING SOURCE OF SUPPLY	.00	.00	11,500.00	11,500.00	.0
51-40-76 DEPRECIATION RESERVE	.00	.00	123,685.25	123,685.25	.0
51-40-77 DEBT PMT- WATER SYS- 1ST BANK	159,668.97	159,668.97	159,699.00	30.03	100.0
51-40-79 GIS FEES	1,388.00	1,388.00	1,200.00	(188.00)	115.7
51-40-81 DEBT PMT- WWDC/ WATER WELL PRO	.00	.00	6,070.00	6,070.00	.0
51-40-82 DEBT PMT. WWDC/WATER SYSTEM	.00	.00	30,816.00	30,816.00	.0
51-40-84 ENGINEERING FEES	4,291.00	4,291.00	10,000.00	5,709.00	42.9
51-40-85 LEGAL FEES	.00	.00	2,500.00	2,500.00	.0
51-40-90 SENSUS SOFTWARE	4,000.00	4,000.00	3,500.00	(500.00)	114.3
51-40-92 ONE-CALL WYOMING	133.35	133.35	500.00	366.65	26.7
TOTAL EXPENDITURES	244,297.52	244,297.52	857,202.00	612,904.48	28.5
TOTAL FUND EXPENDITURES	244,297.52	244,297.52	857,202.00	612,904.48	28.5
NET REVENUE OVER EXPENDITURES	(145,656.00)	(145,656.00)	.00	145,656.00	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FUND 52

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
52-36-40 REVENUE/SEPTIC DUMPING	1,275.00	1,275.00	25,000.00	23,725.00	5.1
52-36-50 REVENUE/RV DUMP	2,721.85	2,721.85	5,000.00	2,278.15	54.4
TOTAL MISCELLANEOUS	3,996.85	3,996.85	30,000.00	26,003.15	13.3
<u>UTILITIES</u>					
52-37-30 REVENUE - SEWER CHARGES	28,671.95	28,671.95	300,000.00	271,328.05	9.6
52-37-35 CONNECTION FEES	900.00	900.00	5,000.00	4,100.00	18.0
52-37-40 SEWER IMPACT FEES	23,700.00	23,700.00	100,000.00	76,300.00	23.7
TOTAL UTILITIES	53,271.95	53,271.95	405,000.00	351,728.05	13.2
TOTAL FUND REVENUE	57,268.80	57,268.80	435,000.00	377,731.20	13.2

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FUND 52

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-02 SEWER LINE CLEANING	295.93	295.93	45,000.00	44,704.07	.7
52-40-05 TRANSMISSION AND DISTRIBUTION	2,753.21	2,753.21	55,000.00	52,246.79	5.0
52-40-06 SHOP AND MAINTENANCE	96.95	96.95	4,500.00	4,403.05	2.2
52-40-07 LIFT PUMP/ SVHS	70.14	70.14	10,000.00	9,929.86	.7
52-40-08 CERTIFICATION/EDUCATION DUES	.00	.00	2,500.00	2,500.00	.0
52-40-10 SCADA	119.99	119.99	5,000.00	4,880.01	2.4
52-40-11 SALARY/WAGES- UTILITY	9,844.41	9,844.41	124,699.00	114,854.59	7.9
52-40-12 EMPLOYEE BENEFITS- UTILITY	5,657.95	5,657.95	93,532.75	87,874.80	6.1
52-40-72 CONTRACT SERVICES- SEWER	.00	.00	5,000.00	5,000.00	.0
52-40-73 ENGINEERING FEES- SEWER	.00	.00	5,000.00	5,000.00	.0
52-40-76 DEPRECIATION RESERVE	.00	.00	82,268.25	82,268.25	.0
52-40-79 LAGOON TESTING	.00	.00	2,500.00	2,500.00	.0
TOTAL EXPENDITURES	18,838.58	18,838.58	435,000.00	416,161.42	4.3
TOTAL FUND EXPENDITURES	18,838.58	18,838.58	435,000.00	416,161.42	4.3
NET REVENUE OVER EXPENDITURES	38,430.22	38,430.22	.00	(38,430.22)	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER LAB FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 37</u>					
53-37-19 WATER LAB REVENUES	2,636.00	2,636.00	20,300.00	17,664.00	13.0
TOTAL SOURCE 37	2,636.00	2,636.00	20,300.00	17,664.00	13.0
TOTAL FUND REVENUE	2,636.00	2,636.00	20,300.00	17,664.00	13.0

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER LAB FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 76</u>					
53-76-11 SALARIES & WAGES- WATER LAB	968.20	968.20	9,000.00	8,031.80	10.8
53-76-12 PAYROLL BENEFITS- WATER LAB	98.35	98.35	1,300.00	1,201.65	7.6
53-76-73 WATER LAB EXPENSES	2,872.00	2,872.00	10,000.00	7,128.00	28.7
TOTAL DEPARTMENT 76	3,938.55	3,938.55	20,300.00	16,361.45	19.4
TOTAL FUND EXPENDITURES	3,938.55	3,938.55	20,300.00	16,361.45	19.4
NET REVENUE OVER EXPENDITURES	(1,302.55)	(1,302.55)	.00	1,302.55	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GOLF COURSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
55-30-09 GOLF COURSE REVENUE	90,900.58	90,900.58	460,000.00	369,099.42	19.8
55-30-59 TRANSFER FROM GENERAL FUND	.00	.00	150,000.00	150,000.00	.0
TOTAL REVENUES	90,900.58	90,900.58	610,000.00	519,099.42	14.9
TOTAL FUND REVENUE	90,900.58	90,900.58	610,000.00	519,099.42	14.9

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GOLF COURSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
55-40-12 GOLF BENEFITS	1,452.47	1,452.47	960.00	(492.47)	151.3
55-40-15 PRO SHOP EMPLOYEES	14,641.79	14,641.79	68,000.00	53,358.21	21.5
55-40-16 PRO SHOP EMPLOYEES- BENEFITS	.00	.00	6,745.60	6,745.60	.0
55-40-18 SALES TAX	202.39	202.39	.00	(202.39)	.0
55-40-20 REPAIRS/MAINTENANCE	133.78	133.78	500.00	366.22	26.8
55-40-26 TELEPHONE EXP.- PRO SHOP	.00	.00	500.00	500.00	.0
55-40-28 TRASH REMOVAL- PRO SHOP	125.00	125.00	900.00	775.00	13.9
55-40-30 ELECTRICITY/GAS- PRO SHOP	170.43	170.43	1,850.00	1,679.57	9.2
55-40-31 WATER/SEWER	570.00	570.00	2,280.00	1,710.00	25.0
55-40-32 ADVERTISING- PRO SHOP	.00	.00	4,000.00	4,000.00	.0
55-40-35 DUES- HANDICAP GHIN	.00	.00	550.00	550.00	.0
55-40-38 TOURNAMENT EXP.	344.82	344.82	3,000.00	2,655.18	11.5
55-40-40 FOOD & BEVERAGE- PRO SHOP	2,340.10	2,340.10	7,250.00	4,909.90	32.3
55-40-41 PRO SHOP MERCHANDISE	1,586.33	1,586.33	8,000.00	6,413.67	19.8
55-40-42 RANGE BALLS- PRO SHOP	.00	.00	500.00	500.00	.0
55-40-44 OSHA SUPPLIES	.00	.00	500.00	500.00	.0
55-40-45 SOFTWARE- PRO SHOP	.00	.00	750.00	750.00	.0
55-40-46 CLEANING SUPPLIES/ PRO SHOP	202.66	202.66	700.00	497.34	29.0
55-40-47 OFFICE SUPPLIES	48.39	48.39	750.00	701.61	6.5
55-40-50 GOLF CART RENTALS	3,469.62	3,469.62	41,640.00	38,170.38	8.3
TOTAL DEPARTMENT 40	25,287.78	25,287.78	149,375.60	124,087.82	16.9

EXPENDITURES

55-50-05 MAINTENANCE OF BUILDINGS	.00	.00	1,200.00	1,200.00	.0
55-50-10 MAINTENANCE OF EQUIPMENT	12,576.49	12,576.49	10,000.00	(2,576.49)	125.8
55-50-11 SALARY- GOLF COURSE MAINT.	6,915.72	6,915.72	75,000.00	68,084.28	9.2
55-50-12 PUBLIC WORKS GOLF BENEFITS	6,412.34	6,412.34	54,535.00	48,122.66	11.8
55-50-13 SEASONAL HELP- GOLF COURSE	22,795.48	22,795.48	80,000.00	57,204.52	28.5
55-50-14 SEASONAL BENEFITS- GOLF COURSE	283.15	283.15	7,936.00	7,652.85	3.6
55-50-20 TELEPHONE	195.42	195.42	2,000.00	1,804.58	9.8
55-50-25 UTILITIES	1,824.73	1,824.73	11,000.00	9,175.27	16.6
55-50-30 LANDSCAPING - SEED AND TREES	.00	.00	500.00	500.00	.0
55-50-35 IRRIGATION SYSTEM MAINT.	32.53	32.53	5,000.00	4,967.47	.7
55-50-50 GOLF CARTS	.00	.00	4,500.00	4,500.00	.0
55-50-55 SAND	.00	.00	7,500.00	7,500.00	.0
55-50-60 FERTILIZER	657.80	657.80	7,500.00	6,842.20	8.8
55-50-61 FUNGICIDE	.00	.00	5,000.00	5,000.00	.0
55-50-65 SUPPLIES	907.19	907.19	1,500.00	592.81	60.5
55-50-66 SMALL TOOL PURCHASES	1,217.96	1,217.96	750.00	(467.96)	162.4
55-50-70 DRY CREEK IRRIGATION ASSESSMEN	.00	.00	2,069.00	2,069.00	.0
55-50-75 DEPRECIATION RESERVE	.00	.00	74,134.40	74,134.40	.0
55-50-80 CAPITAL OUTLAY	.00	.00	35,000.00	35,000.00	.0
55-50-81 EDUCATION/ TRAINING	2,402.79	2,402.79	5,500.00	3,097.21	43.7
55-50-82 CONSULT & PRO. FEES	.00	.00	55,000.00	55,000.00	.0
55-50-83 FUEL	3,175.82	3,175.82	15,000.00	11,824.18	21.2
TOTAL EXPENDITURES	59,397.42	59,397.42	460,624.40	401,226.98	12.9

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GOLF COURSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	84,685.20	84,685.20	610,000.00	525,314.80	13.9
NET REVENUE OVER EXPENDITURES	6,215.38	6,215.38	.00	(6,215.38)	.0

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FOREST SERVICE PROPERTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 30</u>					
57-30-10 REVENUE- FOREST SERVICE LEASE	20,199.18	20,199.18	226,380.00	206,180.82	8.9
TOTAL SOURCE 30	20,199.18	20,199.18	226,380.00	206,180.82	8.9
TOTAL FUND REVENUE	20,199.18	20,199.18	226,380.00	206,180.82	8.9

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FOREST SERVICE PROPERTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
57-65-01 DEBT SERVICE- FIRST BANK	88,052.17	88,052.17	88,052.00	(.17)	100.0
57-65-02 CLEANING- FOREST SERVICE	1,997.69	1,997.69	25,000.00	23,002.31	8.0
57-65-03 SUPPLIES- FOREST SERVICE	.00	.00	750.00	750.00	.0
57-65-04 TRASH REMOVAL- FOREST SERVICE	125.00	125.00	1,500.00	1,375.00	8.3
57-65-05 GROUND MAINT./ FOREST SERV.	335.84	335.84	5,000.00	4,664.16	6.7
57-65-06 BLDG. MAINT/ REPAIRS	579.50	579.50	30,000.00	29,420.50	1.9
57-65-11 SALARY/WAGES- FOREST SERVICE	226.54	226.54	6,500.00	6,273.46	3.5
57-65-12 PAYROLL BENEFITS	107.73	107.73	2,500.00	2,392.27	4.3
TOTAL DEPARTMENT 65	91,424.47	91,424.47	159,302.00	67,877.53	57.4
TOTAL FUND EXPENDITURES	91,424.47	91,424.47	159,302.00	67,877.53	57.4
NET REVENUE OVER EXPENDITURES	(71,225.29)	(71,225.29)	67,078.00	138,303.29	(106.2)

AFTON TOWN COUNCIL
PLANNING & ZONING BOARD REPORT
Simple Housing Concepts LLC, Rezone & Minor Subdivision Application
HEARING TIME AND DATE: 5:30 P.M., August 11, 2026
HEARING LOCATION: Afton Town Hall, Council Room, 416 Washington St., Afton, WY

APPLICANT: Simple Housing Concepts, LLC

PROJECT NAME: Simple Housing Concepts, LLC, Rezone, and Minor Subdivision

PROJECT LOCATION: S1/2 SW1/4 NW1/4 Section 19 T32N R118W

REPRESENTATIVE: Dustin Burton, Managing Member of Simple Housing Concepts, LLC

PROPOSAL: The applicant is requesting approval to create 5 Lots, dividing the Existing Lot 2 of the Gardner Addition and Rezone the Property. The property is located on the north side of Burton Lane east of the U.S. Highway 89 in Afton. The property sought to be subdivided is approximately 5.98± acres located within Lot 2 of the Gardner Addition. The proposal includes development of four (4) Multi Family Residential (R-3) Lots, and one (1) General Commercial (GC) Lot. The subject property is currently zoned ACR and is proposed to be rezoned to (R-3) and (GC) to allow for multi residential subdivision development but maintaining General Commercial Zoning near the HWY. The project proposes:

- Replatting Lot 2 into 4 multi-family residential lots
 - Minimum lot sizes of 1.05 acres,
 - Development supported by municipal water and lots structured to be permitted to have septic
-

FACTUAL DATA:

Current Zone: ACR

Total Acres of Project: 5.98± Acres

Total Current Parcels: 1

Total Lots Requesting: 5

SERVICES:

Water: Afton Water

Sewer: Now Sewer - Septic Required

ATTACHMENTS:

1. Minor Subdivision Application
 2. Master Plan Report
 3. Preliminary Plat
 4. Zoning Application & Map Exhibit
-

PLANNING & ZONING BOARD RECOMMENDATION:

The Planning & Zoning Board recommends that the Afton Town Council **Approve** the proposed Rezone and Minor Subdivision Application, with:

- Findings of Approval A. through C.
- Conditions of Approval 1-4.

FINDINGS OF APPROVAL:

- A. The proposed application is complete and consistent with the procedural requirements outlined in Section 17-2-7 & 17-2-4.2 of the Afton Land Development Code, Rezone & Minor Subdivision Application Process.
- (a) The Zoning Administrator has confirmed payment and completeness of the application. Publication for the Rezone and Minor Subdivision Application and notifications have been sent out to all property owners within 300 feet.
- B. The proposed Rezone Application is evaluated in the context of the five (5) considerations outlined in 17-2-7(d).
1. Consistency of the zone change with the Town of Afton Municipal Master Plan;
 - a. The applicant property was sited in the adopted Land Use Option 1 map of the Municipal Master Plan as a Residential area contiguous to Commercial to the South West and fronting the HWY.
 2. Suitability of the subject and adjacent properties to existing zoning;
 - a. The applicant property is contiguous to existing R-3 Multi Family Residential to the East and has historically been zoned as ACR but mostly been open ground not worked.
 3. Purpose and potential need for the rezone request and public policies that may support the proposed zone change:
 - a. The proposed land use for the applicant property would clean up the current map in the area and bring the zoning more in line with surrounding usage.
 4. Compatibility and potential impacts of the proposed zone change upon adjoining land uses; and;
 - a. The applicant property is proposed to have the lot closest to the HWY zoned GC which is consistent with the Town of Afton Master Plan and other structured zoning requests within the past five years. The R-3 Zoned lots are contiguous to the east and south of Burton lane to existing R-3 zoned property that is also operating as multi-family housing.
 - a. The applicant property has the ability to connected to town water, town sewer is not located in the Burton Lane area and therefore Septic is the only opportunity to deal with wastewater and all lots have been structured

to conform with the required 1 acre minimum to allow for septic. The zone change will not immediately change the services being provided.

C. The proposed Minor Subdivision Application evaluated in the context of the six considerations outlined in 17-2-4.2(F).

(1) Consistency of the proposed subdivision with the Town of Afton Municipal Master Plan;

(a) The area requested for rezoning and R-1 lot creation was cited within the Town of Afton Municipal Master Plans as a Potential Residential Expansion area within the Town of Afton Municipal bounds. It was a location cited as future residential usage within the Community Land Use Plan options 1, 2 & 3 within Chapter 6 of the Municipal Master Plan. The application area is located directly south of existing R-2 zoning that is currently used for single-family residential but contiguous to existing R-3 zones to the northwest. Applicant providing a Master Plan will help to ensure traffic flows and long-term vehicle circulation are in conformance with the existing preliminarily approved master plan to the south.

(2) Consistency of the proposed subdivision with subdivision development standards and design criteria outlined in Chapter 3 & 5 of the Afton Land Development Code;

(a) Each lot as proposed is consistent with lot creation requirements outlined in Chapter 5 and Chapter 3.

(3) Compatibility and potential impacts of the proposed subdivision and related zone change upon adjoining land uses;

(a) The applicant property will have each lot proposed to be created directly access Burton Lane with individual driveways to each lot. This proposal will not create any additional roads.

(4) Suitability of the subject and adjacent properties to existing zoning ;

(a) The subject site is located just north of the known Rawhide and Sessions Trailer Court and to the existing R-3 property to the east that currently has four smaller single family dwelling units on the property. The applicant has kept the lot contiguous to GC zoning and closest to the HWY GC, which is consistent with the Town of Afton Master Plan.

(5) Potential impacts of the proposed subdivision upon the Town of Afton, e.g., municipal roads, water system, wastewater system, storm water management, and other public services; and ;

(a) The creation of an additional 4 multi-family residential lots will increase the local vehicle traffic in the area. Water services can be extended for the 5 lots at the developers expense without burdening existing users of the system. Town Sewer Services are not available to the area so Septics will be required. The lots are structured to be at least 1 acre each to allow for septic. Storm Water management includes detention swales to manage on-site stormwater flows as well as snow storage for each lot.

(6) Compatibility of the proposed subdivision with adjoining land uses;

(a) Property contiguous to the east is currently zoned R-3 and has four smaller single dwelling units located on it. The property to the South of Burton Lane is also zoned R-3 and houses a trailer park.

CONDITIONS OF APPROVAL:

1. Zoning Map to accompany Third Reading of Zoning Ordinance shall have the whole R-3 area highlighted in green, including the D'Anzi lot
2. Minor Subdivision Application will not be reviewed by Town Council for approval until the Rezone is formally approved after three readings.
3. Final Plat for Minor Subdivision shall depict plat warning as follows:
 1. WASTEWATER SERVICE AND CAPACITY NOTICE: Each lot depicted on this plat shall be served exclusively by an approved on-site septic system. The maximum permitted septic tank capacity for each lot is 2,000 gallons, and no lot shall contain dwelling units totaling more than eight (8) bedrooms. All septic systems must be approved, permitted, installed, operated, and maintained in accordance with applicable state and local requirements.
4. Significant alterations to the Preliminary Plat shall require additional permitting.
5. Developers Agreement between the Town and Developer shall be executed and Performance security shall be secured in an amount that reflects 125 percent of the anticipated cost of improvements and shall be sufficient enough to cover all promises and conditions outlined in the Developers Agreement before Final Plat approval for each phase.
6. Final Plat shall depict the location of any shared access easements to lots and any easements necessary for the long-term operation and maintenance of the water distribution and dry utilities.

BACKGROUND:

The applicant is requesting approval to replat the existing 5.98±-acre Lot 2 of the Gardner Addition into five lots and rezone the property. The proposal includes four (4) Multi-Family Residential (R-3) lots, each approximately 1.05 acres, and one (1) General Commercial (GC) lot adjacent to U.S. Highway 89. The property is currently zoned ACR and is proposed to be rezoned to R-3 and GC to accommodate residential development while maintaining commercial zoning along the highway. The development will be served by municipal water, with each lot designed to utilize individual septic systems. The proposed subdivision provides needed residential development consistent with community character. Infrastructure capacities are adequate to serve the development.

04 July, 2026

Mayor Jeff Jensen
Town of Afton
PO BOX 310
Afton, WY 83110

Dear Mayor Jensen, attached please find the following as part of our application for minor subdivision within the Town of Afton:

1. Subdivision permit application
2. Preliminary Plat map titled "Gardner Addition 1st Amendment"
3. A list of property owners and mailing addresses within 300 feet of the proposed subdivision.
4. A master plan report for the proposed subdivision prepared by Sunrise Engineering
5. A sample copy of the notification letter sent to properties served by the "Spring Ditch" prepared and sent by Surveyor Scherbel, LTD on the 25 of March 2026
6. A copy of the Deeds for this property, Specifically the main deed for the majority of the parcel as well as a deed for a small narrow strip that was somehow still owned by "Ring Enterprises" that we acquired to clean up the map to the existing N fence.
7. A copy of the Articles of Organization for Simple Housing Concepts, LLC

This subdivision application will be filed concurrently with an application for zone change of the same property, the purpose of this is to create four R3 lots and one GC lot. The rezone will also be coapplied with Mr. Mike D'Anzi and include matching the zoning of his one acre parcel that this subdivision surrounds. The zone change application is attached and includes:

1. Zoning Change Application, Simple Housing Concepts, LLC and Mike D'Anzi
2. A map showing the proposed zoning and boundaries
3. An explanation of the proposed zone changes, purpose and logic.
4. Exhibit "A" legal description of the proposed Gardner Addition 1st amendment area to be zoned GC
5. Exhibit "B" legal description of the proposed Gardner Addition 1st amendment area to be zoned R3
6. A copy of the deed to the D'Anzi property with legal description
7. The same list of surrounding property owners within 300 feet
8. The same copy of the Articles of Organization for Simple Housing Concepts, LLC

Thank you for your consideration of this request for the application to be presented to the Afton Planning and Zoning board and the Afton Town Council in their next scheduled meetings.

Sincerely,

Dustin Burton
Simple Housing Concepts, LLC



416 S. Washington
P.O. Box 310
Afton, WY 83110
Phone (307) 885-9831

SUBDIVISION PERMIT APPLICATION

APPLICATION FEE: \$150.00

Application For:

- () Simple Subdivision
(x) Minor Subdivision
() Major Subdivision

PROPERTY OWNER(S)

Name: SIMPLE HOUSING CONCEPTS, LLC
Mailing Address: PO Box 1693
Afton, WY 83110
Phone #: 385-214-5900

Name: DUSTIN BURTON
Mailing Address: _____
Phone #: 385-214-5900

REPRESENTATIVE/SURVEYOR/ENGINEER

Name: RYAN WELLS, GANNETT PEAK SURVEYING
Mailing Address: _____
Phone #: 307-622-0786

LEGAL DESCRIPTION OF PROJECT LOCATION: Township/Range/Section T 32N R118W Sec 19

NAME OF PROPOSED SUBDIVISION: GARDNER Addition 1st Amendment

LOT INFORMATION: NUMBER OF LOTS 5 **AVERAGE LOT SIZE** 1.19
SMALLEST LOT 1.05 **LARGEST LOT** 1.55

CURRENT ZONING DESIGNATION FOR PROJECT LOCATION: ACR, GL

Provide Landowner name and addresses within 300 feet of zoning change location:
(Use additional sheet if necessary)

EXHIBIT A

Exhibit "A"

MORTENSEN GARY L & MARGURITTE
PO BOX 762
Afton, WY 83110

BURTON DUSTIN KIMBELL
PO BOX 1693
Afton, WY 83110

KENNEDY HEATHER C & JAMES
1830 FULLERTON AVENUE
COSTA MESA, CA 92627

SESSIONS CORTNEY & SONJA TRUSTEES
154 Burton Ln
Afton, WY 83110

KENNINGTON GARRY A & JOYCE C
400 PRIVATE TREATY LANE
Afton, WY 83110

A & QS LLC
PO Box 181
Afton, WY 83110

SUBURBAN PROPANE LP
240 ROUTE 10 WEST
WHIPPANY, NJ 07981

PAUL KEVIN & NANALE TRUSTEES
PO BOX 1387
Afton, WY 83110

WEHELPHYOUWITHFC, LLC
4171 W 4450 S
WEST HAVEN, UT 84401

MORTENSEN LILLIAN TRUSTEE (ETAL)
5859 S 3100 W
Rexburg, ID 83440

SOLID STORAGE, LLC
4032 W 5800 N, UNIT #3
MOUNTAIN GREEN, UT 84050

FLOYD ADAM D
256 BURTON LANE
Afton, WY 83110

Amerco Real Estate Co
2727 N. Central Ave.
Phoenix, AZ 85004

Town of Afton
PO Box 310
Afton, WY 83110



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: Aug 9 2021 4:53PM
Original ID: 2021-001026549

Limited Liability Company Articles of Organization

- I. **The name of the limited liability company is:**
Simple Housing Concepts LLC
- II. **The name and physical address of the registered agent of the limited liability company is:**
Corey R Miles, Cpa Pc
613 S Washington
PO Box 187
Afton, WY 83110
- III. **The mailing address of the limited liability company is:**
PO Box 1693
Afton, WY 83110
- IV. **The principal office address of the limited liability company is:**
PO Box 1693
Afton, WY 83110
- V. **The organizer of the limited liability company is:**
Dustin Burton
PO Box 1693, Afton, WY 83110

Signature: **Dustin Burton**

Date: **08/09/2021**

Print Name: **Dustin Burton**

Title: **President**

Email: **4dustman@gmail.com**

Daytime Phone #: **(385) 214-5900**

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Dustin Burton Date: 08/09/2021
Print Name: Dustin Burton
Title: President
Email: 4dustman@gmail.com
Daytime Phone #: (385) 214-5900



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Corey R Miles, Cpa Pc, whose registered office is located at **613 S Washington, PO Box 187, Afton, WY 83110**, voluntarily consented to serve as the registered agent for **Simple Housing Concepts LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	<u>Dustin Burton</u>	Date: 08/09/2021
Print Name:	Dustin Burton	
Title:	President	
Email:	4dustman@gmail.com	
Daytime Phone #:	(385) 214-5900	

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Simple Housing Concepts LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **9th** day of **August, 2021** at **4:53 PM**.

Remainder intentionally left blank.



Filed Date: 08/09/2021

Edward A. Buchanan

Secretary of State

Filed Online By:

Dustin Burton

on 08/09/2021



WARRANTY DEED

Kimball B. Gardner, Trustee of The Kimball Gardner Family Trust dated January 24, 2018, and any amendments thereto, GRANTOR(S), of 1028 N. Homestead Dr. E., Dammeron Valley, UT 84783, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Simple Housing Concepts LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 1693, Afton, WY 83110, the following described real estate, situated in the County of Lincoln, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 2, Gardner Addition to the Town of Afton, according to the Plat thereof, recorded May 7, 2025, as Instrument No. 1039599, Official Records, Lincoln County, Wyoming.

PIDN: 12-3218.19.2.00.072.00

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 20th
day of June, 2025.

The Kimball Gardner Family Trust dated January
24, 2018, and any amendments thereto

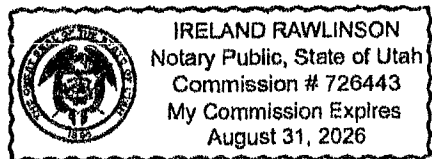
Kimball B. Gardner
Kimball B. Gardner, Trustee

STATE OF Utah)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me by Kimball B. Gardner,
Trustee of The Kimball Gardner Family Trust dated January 24, 2018, and any
amendments thereto this 20th day of June, 2025.

WITNESS my hand and official seal.

(SEAL)



Ireland Rawlinson
Signature of Notarial Officer
Bank teller
Title and Rank

My Commission Expires August 31, 2026



WARRANTY DEED

Ring Enterprises, LLC, an Idaho limited liability company, GRANTOR(S), of 3182 E. Riverdale Rd., Preston, ID 83263, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Simple Housing Concepts LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 1693, Afton, WY 83110, the following described real estate, situated in the County of Lincoln, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

All of the N1/2S1/2SW1/4NW1/4 of Section 19, Township 33 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.
LESS AND EXCEPT any portion lying within U.S. Highway 89;
AND EXCEPT Parcels A and B as shown on the Plat to Accompany Parcel Division Application for Ring Enterprises, LLC, being recorded as Instrument No. 915105 in the Office of the Clerk of Lincoln County, Wyoming.

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

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

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

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

SURVEYOR SCHERBEL, LTD. PROFESSIONAL LAND SURVEYORS

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

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

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

SUSAN HOFFMAN
Big Piney Office Manager

KASSIE KEEHN
Afton Office Manager

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

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

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

25 March 2026

«AddressBlock»

Re: Simple Housing Concepts, LLC – Gardner Addition 1st Amendment (Addition to the Town of Afton) – within Section 19, T32N R118W, Lincoln County, Wyoming

«GreetingLine»

Our client, Simple Housing Concepts, LLC, a Wyoming limited liability company, intends to file a subdivision permit to divide Lot 2 of Gardner Addition into five (5) lots. The property is located on the north side of Burton Lane. The property has water rights out of Swift Creek through the Spring Ditch. Enclosed please find a concept plan depicting the division of the property.

Per Wyoming State Statute 15-1-415(e)(i)(D)(ii), *"If the subdivision is located within lands served by or crossed by a ditch, irrigation works or other water conveyance system, evidence that the owner submitted the subdivision map or plat to the public entity, company, association or appropriators responsible for the ditch, irrigations works or other water conveyance system for review and recommendations at least sixty (60) days prior to the submittal of the map or plat to the governing body. Upon receipt of the subdivision map or plat, the public entity, company, association or appropriators shall notify the owner if and how the subdivision will create a significant additional burden or risk of liability;"*

Our research of the State Engineer's records and the Lincoln County GIS shows that you **may** have a record water right from Swift Creek through the Spring Ditch.

This letter serves as notice of the intent to subdivide.

If you have any questions, please contact our office.

Sincerely,
SURVEYOR SCHERBEL, LTD.


Jennifer Gunter
enclosure

TN/Afton/Gardner Addition/Lot 2

Master Plan Report

For

Burton Addition First Amendment

Prepared for

Simple Housing Concepts, LLC

May 2026

Prepared by

Sunrise Engineering, LLC.

Contents

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1.0 Statement of Purpose and Proposed Land Uses

The proposed Burton Addition encompasses 5.98 acres located on the north side of Burton Lane, east of U.S. Highway 89, in north Afton. The project will create five new lots through the subdivision of the existing Lot 2 of the Gardner Addition Subdivision. Lot sizes range from 1.05 to 1.55 acres, with lots 4 through 7 proposed as R3 zoning for multi-family uses and lot 8 as commercial. The commercial lot will accommodate uses consistent with Afton zoning regulations and permitted commercial activities. The proposed lot layout is shown in the attachments to this report.

2.0 Development Schedule

The subdivision is planned to be developed in a single phase, with construction of housing units and driveways commencing after approval and recording of the final plat. Utility connections along Burton Lane will be completed during the construction of the residential buildings.

3.0 Lots and Zoning

The Burton Addition would include a proposed rezone to R3 and Commercial zoning which will align with surrounding land uses and community development patterns. The property is currently zoned Agricultural Conservation Residential (ACR). Existing Commercial zoning extends along both sides of U.S. Highway 89 through the town limits and adjacent to this property. R3 residential zoning situated adjacent to the commercial areas to provide appropriate transitions between Commercial and Lower Density Zoning. This zoning approach is consistent with nearby developments and compliments existing commercial and residential patterns within the Town of Afton.

4.0 Compatibility with Adjacent Land Uses

The proposed development will adjoin areas currently zoned ACR (Agriculture, Conservation, and Recreation) and GC (General Commercial). The proposed zoning is consistent with the current uses of land along the Highway 89 corridor, where there is a mix of commercial near Highway 89 and residential further east of the highway corridor. Additionally, both commercial multi-family uses are prevalent along Burton Lane.

5.0 Planned Water System

The planned water system and anticipated demands for the proposed subdivision are addressed in the attached memorandum entitled “Water System Review Memo – Burton Addition”. The location of the proposed subdivision will allow it to utilize existing mainlines along the southern edge of the subdivision. The review memo discusses additional detailed analysis of the water system and its ability to provide service to the site.

6.0 Planned Wastewater System

Lots will use individual onsite septic systems. Feasibility of these systems and average daily wastewater flows are analyzed in the attached “Wastewater System Review Memo – Burton Addition.”. This analysis

shows that on-site wastewater systems will provide adequate treatment of wastewater flows within this addition.

7.0 Points of Access and Traffic Volumes

This addition is located adjacent to Burton Lane. Each lot will directly access Burton Lane via individual driveways, there will be no new streets created within this subdivision. Burton lane connects to US Hwy 89 to the west of the proposed subdivision. The Burton Addition lots will access directly to Burton Lane and from Burton Lane, can access Hwy 89. This will be the primary traffic route.

8.0 Planned Storm Water Management

The planned stormwater management plan and anticipated stormwater flows for the proposed subdivision are addressed in the attached memorandum entitled “Storm Water Review Memo – Silver Brook Estates Subdivision”.

Proposed stormwater management includes detention swales to manage on-site stormwater flows. It is proposed to create a total volume of 7,077 square feet to manage the on-site flows. These areas will also provide snow storage for the lots.

9.0 Planned Easements for Trails

No trails system is proposed for this subdivision as the closest adjacent trails system is the sidewalk system along US HWY 89.

Memoranda

To: Town of Afton

CC:

From: Sunrise Engineering

Date: 5/21/2026

Re: Water System Review Memo – Burton Addition



This review uses the Afton Water Model to estimate system pressures and available fire flows within the proposed area. The effects of the proposed subdivision on the existing Afton water system source and storage will be evaluated below.

1.0 Background

The Burton Addition proposed area is situated adjacent to Burton Lane 0.07 miles from US Highway 89, encompassing a total of 5.98 acres. The proposed development includes 5 lots with an average lot size of 1.2 acres.

This subdivision will include four R3 zoned multi-family lots, with one commercial lot. It is anticipated that each multi-family lot will receive four-town home style units, with the commercial lot being anticipated as a warehouse or office style building.



Figure 1.1 Site Photo with Area Outlined

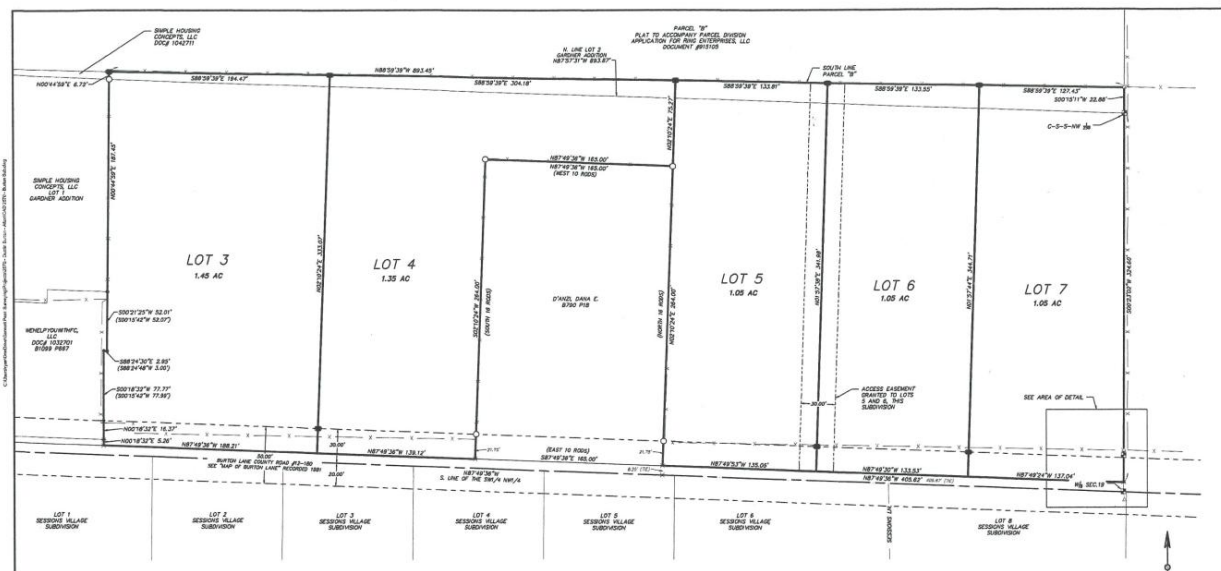


Figure 1.2 Concept of Lot Layout

2.0 Estimated Water Demands

Typical Star Valley area water demand and Town of Afton water demand along with the estimated water demand from the proposed subdivision are shown in Table 2.0 and Table 2.1 below.

Table 2.0 – Projected Water Demand

	Lot Type	# of Lots	Average Use	Max Day Use
	R3	4	3,300	7,887
	Commercial	1	2,100	5,081
Total		5	15,300	39,629

Table 2.1 – Typical Water Demand for the Star Valley Area and Burton Addition Demands

	Average Daily Demand		Maximum Daily Demand	
	gpd/erc	gpm/erc	gpd/erc	gpm/erc
Afton*	2,115	1.47	5,102	3.54
Typical Star Valley Metered Systems Average	915	0.64	2,489	1.73
R3 Lots (4 Lots)	3,300	2.31	7,887	5.48
Commercial (1 Lot)	2,100	1.46	5,081	3.53
Total Burton Addition Demand	15,300	3.77	20,559	9.01

*(See Afton Capital Improvements Plan, 2014) erc=equivalent residential connection

Due to the smaller lot sizes and the incorporation of newer, more water-efficient systems, the residential units within the Burton Addition are expected to have a lower Average Day Demand (ADD) than comparable units in the town of Afton. For the R3 lots, demand is based on the development of townhome-style units, with four units proposed for each unit. Each unit is estimated to use approximately 700 gallons per day (gpd), resulting in a combined indoor demand of 2,800 gpd per lot. An additional 500 gpd is included for outdoor watering for each lot, bringing the total estimated demand per R3 lot to approximately 3,300 gpd (roughly 1.5 ERC's). Commercial uses are assumed to represent roughly one Equivalent Residential Connection (ERC), which is considered appropriate given the likely absence of outdoor irrigation demand and generally minimal uses associated with likely commercial uses.

The average daily demand (ADD) for each R3 lot is estimated at 3,300 gallons per day (gpd), or 2.31 gallons per minute (gpm). Applying a peaking factor consistent with Town standards results in a maximum day demand (MDD) of 7,887 gpd, or 5.48 gpm per lot. Commercial demand is estimated at 2,100 gpd (1.46 gpm) under average day conditions and 5,081 gpd (3.53 gpm) under maximum day conditions. Based on four R3 lots and one commercial lot, the total projected average day demand for the Burton Addition is approximately 15,300 gpd (10.63 gpm). The corresponding total maximum day demand is approximately 36,629 gpd (25.44 gpm).

3.0 Preliminary Water Distribution Design

The Burton Addition will tie into the existing waterline located on Burton Lane. The following points taken from Wyoming DEQ Rules and Regulations are the basis for design of a waterline project.

- **Pressure.** All watermains, including those not designed to provide fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. The system shall be designed to maintain a minimum pressure of 20 psi (138 kPa) at ground level at all points in the distribution system under all conditions of flow. The normal working pressure in the distribution system shall be not less than 35 psi (276 kPa).
- **Diameter.** The minimum size of a watermain for providing fire protection and serving fire hydrants shall be 6 in. (0.15 m) diameter when service is provided from two directions, or where the maximum length of 6 in. pipe serving the hydrant from one direction does not exceed 250 ft, or 8 in. (0.2 m) where service is provided from 1 direction only. Larger size mains shall be provided as necessary to allow the withdrawal of the required fire flow while maintaining the minimum residual pressure of 20 psi (138 kPa).
- **Fire protection.** When fire protection is to be provided, system design shall be such that fire flows can be served.
- **Small mains.** Any main smaller than 6 in. (0.15 m) shall be justified by hydraulic analysis and future water use.
- **Hydrants.** Only watermains designed to carry fire flows shall have fire hydrants connected to them.
- **Flushing.** Where dead end mains occur, they shall be provided with a flushing hydrant or blowoff for flushing purposes. Flushing devices shall be sized to provide flows which will give a velocity of

2.5 feet per second minimum in the watermain being flushed. No flushing device shall be directly connected to any sewer.

- **Valves.** Valves shall be provided on watermains so that inconvenience and sanitary hazards will be minimized during repairs. Valves shall be located at not more than 500 ft (152 m) intervals in commercial districts and at not more than 1 block or 800 ft (244 m) intervals in other districts.

It is proposed that each lot will have individual connections to the Town of Afton water system. These connections were incorporated into the Afton water model (Figure 1 in the Appendix). The model was used to determine available pressure during MDD as well as available fire flow at the nearest junction (J-144). The MDD pressure were found to be 81 psi at Junction J-144 just upstream of the subdivision. the available fire flow was approximately 1,200 gpm.

The results of the water model show available fire flows will meet or exceed the requirement of 1,000 gpm while maintaining 20 psi across the entire water system. The results also show the working pressure within the Afton system if above the required DEQ minimum of 25 psi. Junction

4.0 Available Source and Storage Capacity in the Afton System

The Town of Afton currently has excess source and storage capacity. The available capacity of the town will be analyzed with respect to the current standards from the Wyoming DEQ rules and regulations. These regulations have recently been updated to include references to the Ten State Standards. Source and storage capacity have been updated with the latest change to the regulations. For the purpose of this evaluation, source capacity will be analyzed based on the latest Wyoming DEQ Regulations and ten state standards, in gpd.

WDEQ chapter 12 requires that design for groundwater sources shall meet one of the following two rules:

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

Table 4.1 – Water Source Capacity Compared to Average Day Demand

Description	gpd	gpm
Afton Well No. 1	1,584,000	1,100
Afton East Well	1,728,000	1,200
Periodic Spring (Largest source not included)	(4,893,120)	(3,398)
Current Afton Average Demand	2,695,000	1,872
Burton Addition Average Day Demand	15,300	10.62
Excess Capacity	601,700	417.38

Table 4.1 above shows that the current ADD can be satisfied with the largest source (Periodic Spring) out of service. The town has an excess capacity of 611,700 gpd or about 417 gpm according to this rule. This equates 283 ERC's.

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

Table 4.2 – Afton System Source Capacity with Largest Source out of Service

Description	gpd
Capacity with Largest Source Out of Service	8,205,120
Storage Capacity	2,697,000
2 x Maximum Daily Demand (2050)	13,000,000
Burton Addition Max Day Demand	39,629
Capacity Deficit	-2,137,509 gpd

The calculations for rule 2 above show that the system has a capacity deficit of about 2.1 million gpd and is unable to meet this requirement. The town is currently unable to meet this requirement even without the proposed addition. This rule is not currently required as Rule 1 is satisfied. The current WDEQ Water Quality Rules & Regulations (updated in 2023) recommend that excess storage capacity be avoided due to negative impacts on water quality. A combination of additional source and storage capacity is likely the best option to meet this requirement. Currently, the town system satisfies the condition of Rule 1 and has an excess source capacity of roughly 290 ERC's after the anticipated demands of the Burton Addition.

5.0 Conclusions

It is anticipated the Burton Addition will add a MDD of 14.29 gpm to the current Town of Afton system. The water system will be able to meet the increased flow while maintaining a normal operating pressure of 35 psi or greater. Fire flows will meet or exceed the requirement of 1,000 gpm while maintaining 20 psi throughout the entire system including the proposed subdivision. With the subdivision at buildout, the Town will have about 4.0 million gallons per day excess.

It is anticipated the Afton Water System can adequately serve the Burton Addition while maintaining service to existing users.

To: Town of Afton

CC:

From: Sunrise Engineering

Date: 5/21/2026

Re: Wastewater System Review Memo – Burton Addition



This review of sewer impacts aims to quantify the daily sewage volumes from the proposed Burton Addition and the impacts these volumes may have on the sewer collection system.

1.0 Background

The Burton Addition is situated between Burton Lane Co. Rd. 180 and US Highway 89, encompassing a total of 5.95 acres. The proposed development includes 5 lots with an average size of 1.2 acres.

Figures 1.1 and 1.2 provide an overview of the site location and depict the proposed lot layout. Generally, the ground slopes east to west at about a 1% slope. The difference in elevation is approximately 11 feet between the eastern and western development borders.

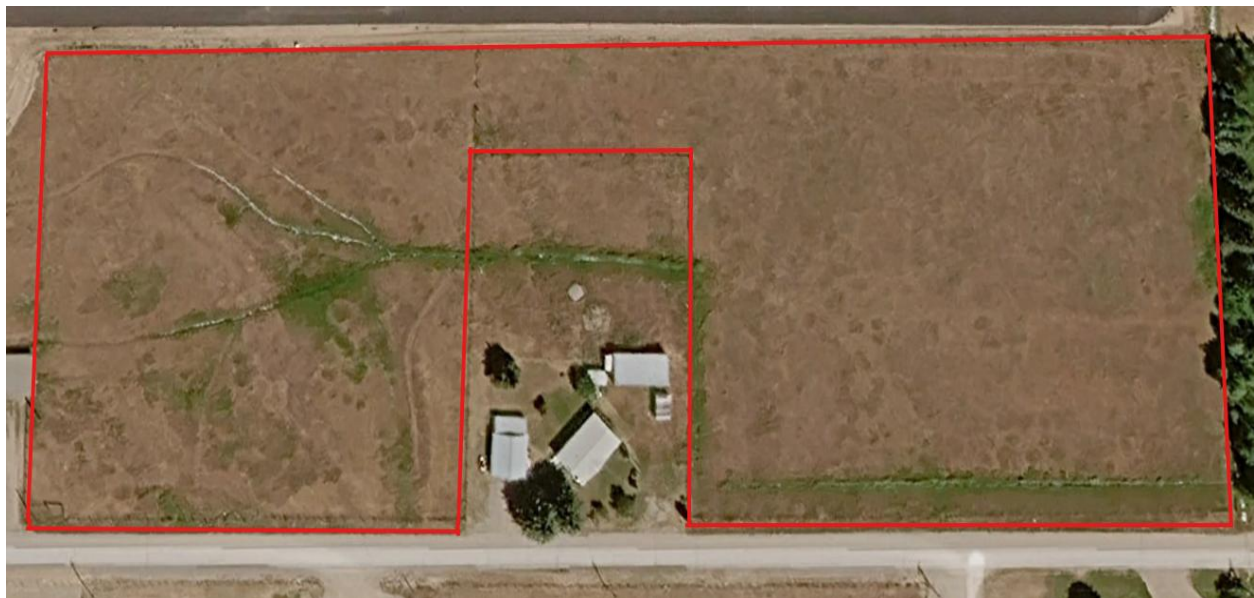


Figure 1.1 Site Photo with Area Outlined

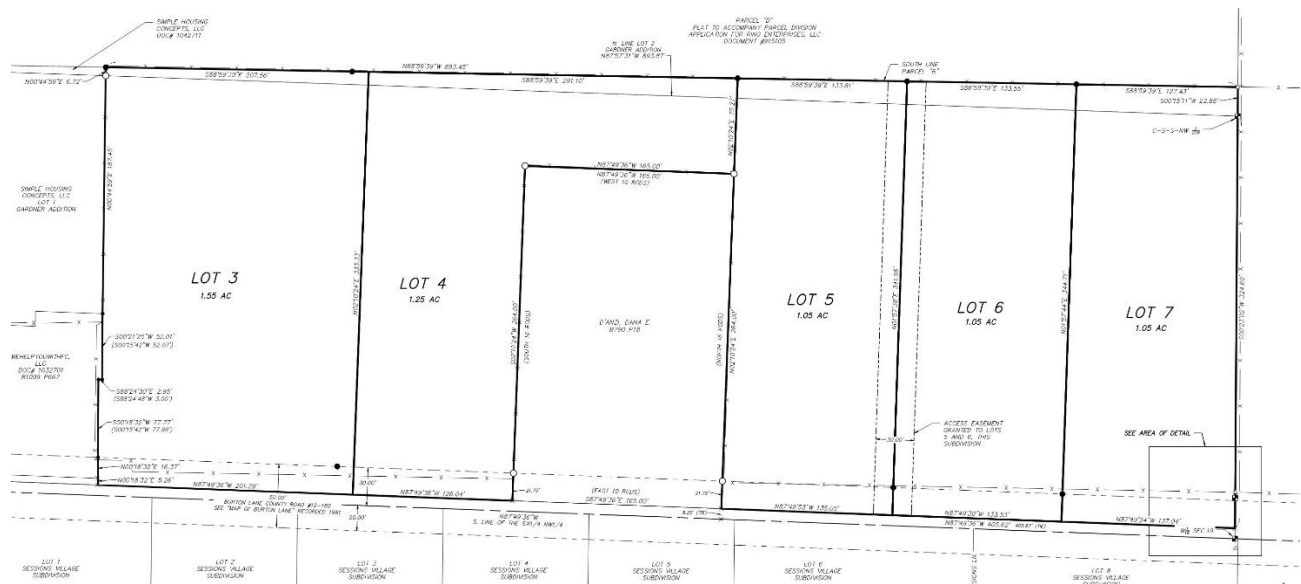


Figure 1.2 Concept of Lot Layout

2.0 Wastewater Septic System

The Burton Addition will include five multi-family residential lots. The nearest wastewater collection line is located on Hwy 89 south of Burton Lane, roughly $\frac{1}{2}$ mile southwest of the subdivision. Due to the distance from the subdivision, as well as adverse elevations and grade, connection to the existing collection system is not feasible. On-site wastewater systems are proposed for each lot.

2.1 Advantages of Individual Septic Systems

Individual septic systems provide several key advantages for small-scale developments:

- **Cost Efficiency:** Each lot can be independently served without the need for shared infrastructure.
- **Simplicity and Reliability:** Septic systems operate passively with minimal mechanical components, reducing the risk of system failure.
- **Scalability:** Each system is self-contained, eliminating the need for system-wide upgrades as demand changes. Maintenance or failure of one system does not impact neighboring properties.
- **Minimal Operation and Maintenance Requirements:** Routine maintenance is limited to periodic inspection and pumping of septic tanks (typically every 3–5 years).
- **Suitable for Low-Density Development:** With adequate lot sizes and favorable soil conditions, on-site systems are the standard approach for developments with low housing density such as this.

2.2 Site Feasibility Considerations

The use of individual septic systems is contingent upon favorable site conditions, including:

- Adequate soil permeability to support subsurface effluent disposal
- Sufficient lot area to accommodate septic tanks and drainfields
- Appropriate separation distances from groundwater, wells, and property boundaries
- Compliance with Wyoming Department of Environmental Quality (DEQ) regulations and local health department requirements

Preliminary evaluation indicates that typical residential lot sizes in low-density developments can accommodate standard septic systems, provided soils are suitable and groundwater levels are sufficiently deep. The R-3 zoning in the Burton Addition will also require further review for wastewater systems.

3.0 On-Site Septic System Adequacy - Percolation Rates

Percolation test results in this area of town have generally ranged from fast to moderately fast. For this report, a conservative rate of 30 minutes per inch will be used, with typical rates expected between 5 and 30 minutes per inch. All wastewater systems will be permitted through the Town of Afton, and percolation testing for each system will be completed for each system at the time of permitting.

3.1 Anticipated Wastewater flows and Leach Field Size

The size of leach field required for an on-site wastewater system depends upon the type of buildings it will serve, the number of buildings, and the size of those buildings. It is anticipated that the subdivision will be used for commercial and residential development. Commercial lot flow rates vary and may have a variety of uses. Commercial uses will require a Lincoln County conditional use permit. Typical wastewater flows for residential and commercial are summarized in Table 3.1 and 3.2 respectively,. The absorption system loading rate of 0.5 gallons per square foot per day is used for a percolation of 30 min/inch.

Table 3.1 Wastewater Flow Rates (Residential)

Use Type	Unit Type	Units (Estimated)	GPD/Unit	Total Flow (GPD)
R-3 Residential (4 Townhome Units)	Bedroom	12-16	120	1,440-1920

Table 3.2 Wastewater Flow Rates (Commercial)

Use Type	Unit Type	Units (Estimated)	GPD/Unit	Total Flow (GPD)
Apartment (2 buildings)	Bedroom	12	120	1440
Bar	Seat	15	20	300
Church	Person	200	4	800
Industrial Buildings (sanitary waste only)	Employee	10	20	200

Laundry (self-service)	Machine	10	450	4,500
Office Building	Person	25	15	375
Restaurant	Meal	50	10	500
Retail Store (large)	Person	150	15	2,250
Retail Store (small)	Person	50	15	750

Tables 3.3 and 3.4 shows the required leach field areas for various potential commercial and residential uses . Each lot will have an individual standard septic tank with an enhanced leach field. Commercial lots will be required to utilize an enhanced leachfield. The minimum sized lot will be large enough to accommodate the required leachfield area with a replacement area.

Table 3.3 Leach Field Size per Lot (Residential)

Use Type	Flow (GPD)	Loading Rate (GPD/SF)	Leach Field Area (SF)
R-3 Residential (4 Units)	1,440	0.71	2,030

Table 3.4 Leach Field Size per Use Type (Commercial)

Use Type	Total Flow (GPD)	Loading (Gal/SF)	Leach Field Area (SF)
Apartment (2 building)	1440	0.62	2,323
Bars	300	0.62	484
Church	800	0.62	1,290
Industrial Building (sanitary waste only)	200	0.62	323
Laundry (self-service)	4,500	0.62	7,258
Office Building	375	0.62	605
Restaurant	500	0.62	806
Retail Store (large)	2,250	0.62	3,629
Retail Store (small)	750	0.62	1,210

3.3 Separation Distances

Lincoln County and Wyoming DEQ requires the following separation distances:

<u>From</u>	<u>To Septic Tank</u>	<u>To Absorption System</u>
Wells (Including neighbors)	50	100
Public Water Supply Wells	100	200
Property Lines	10	10
Building Foundation (w/o foundation drains)	5	10
Building Foundation (w/ foundation drains)	5	25
Potable Water Pipes	25	25
Septic Tank	--	10
Stream or Surface Water (incl. intermittent)	50	50

Per Lincoln County Land Use Regulations, subdivisions of 3+ lots with Mixed Use zoning are required to have individual enhanced wastewater systems. Each lot in the Burton Addition Subdivision will have an enhanced septic system. This subdivision will have a minimum lot size of 1 acre per lot. An Underground Injection Control (UIC) permit through Wyoming DEQ may be necessary at the current proposed density for the multi-use and commercial lots depending on wastewater flows and the ownership of the lots.

The assumed wastewater flows are presented as a reasonable but high impact scenario, which assumes accessory residential use on each lot. If a lot has wastewater the flows over 2,000 gpd or multiple lots are developed by one owner and combined wastewater flows are over 2,000 gpd within a 5-acre, a UIC permit will be required. If actual development will produce less wastewater than presented in this report, and different and individual owners develop independently, a UIC permit may not be required. Any UIC system will be permitted and satisfy the Wyoming DEQ Chapter 27 standards. The UIC permit process further reviews the geology, nearby well locations and the hydrogeologic setting of the site that are beyond the scope of this master plan.

To: Town of Afton

CC:

From: Sunrise Engineering

Date: 6/15/2026

Re: Stormwater Review Memo – Burton Addition



This review of stormwater impacts is intended to approximate stormwater runoff volumes from the proposed Burton Addition. This review compares the existing and proposed conditions of stormwater runoff using a 25-year, 24-hour design storm.

1.0 Background

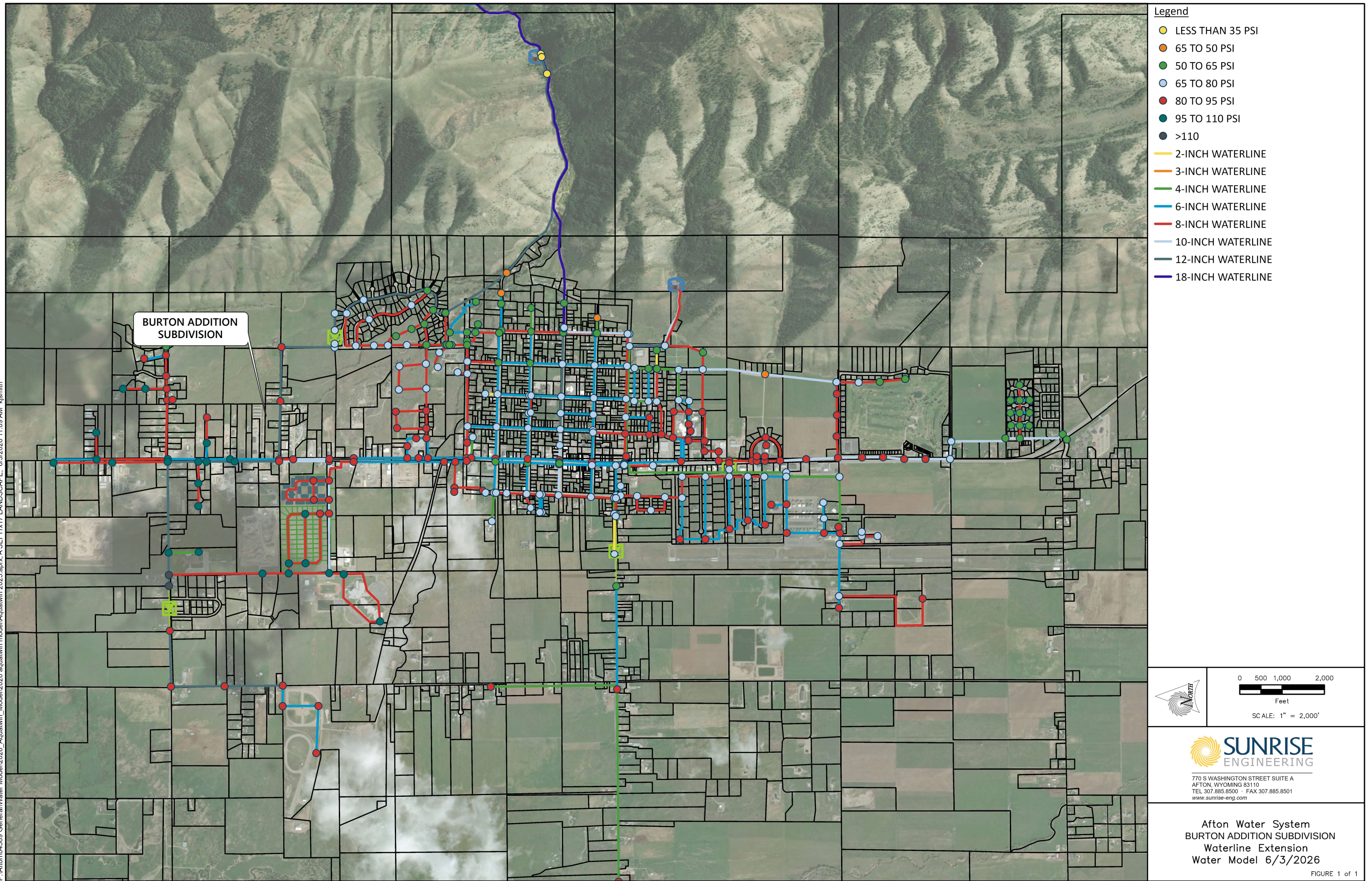
The Burton Addition proposed area is situated adjacent to Burton Lane, Co. Rd. 180 east of US Highway 89, encompassing a total of 5.98 acres. The proposed development includes 5 lots with an average size of 1.2 acres.

Generally, the ground slopes east to west at about a 1.2% slope. The difference in elevation is approximately 11 feet between the eastern and western development borders. Figures 1.1 and 1.2 outline the area and illustrate the lot layout and possible detention basin layout.



Figure 1.1 Site Photo with Area Outlined

P:\Afton\04589 General\Water Model\2026 Aquatwin_Model\2026 aquatwin model\Aquatwin 2025.aprx, A SEI 11x17 LANDSCAPE, 6/3/2026 11:09 AM kjsmith



SUNRISE ENGINEERING, INC.



Project: Burton Addition

Hydraulic Model Junction Report

Date: 6/3/2026

Owner: Afton Water Model

By: FDK & KJS

Junction ID	Elevation	Demand 1	Head	Pressure	Available Fire Flow	Required Fire Flow
J-144	6200	43.17 gpm	6388.49 ft	81.67 psi	1248.03 gpm	1000 gpm
J-145	6182	21.58 gpm	6382.23 ft	86.76 psi	1215.58 gpm	1000 gpm
J-146	6185	4.32 gpm	6381.77 ft	85.26 psi	1149.13 gpm	1000 gpm
J-150	6170	38.85 gpm	6380.02 ft	91 psi	1058.24 gpm	1000 gpm
J-155	6170	4.32 gpm	6378.98 ft	90.55 psi	995.73 gpm	1000 gpm
J-157	6180	8.63 gpm	6378.98 ft	86.22 psi	907.9 gpm	1000 gpm
J-159	6227	12.95 gpm	6428.05 ft	87.12 psi	283.4 gpm	1000 gpm
J-160	6160	64.75 gpm	6378.43 ft	94.65 psi	1238.82 gpm	1000 gpm
J-162	6180	34.53 gpm	6377.87 ft	85.74 psi	928.06 gpm	1000 gpm
J-163	6180	0 gpm	6377.87 ft	85.74 psi	736.29 gpm	1000 gpm
J-170	6177	8.63 gpm	6377.81 ft	87.01 psi	919.78 gpm	1000 gpm
J-172	6172	12.95 gpm	6377.8 ft	89.17 psi	908.87 gpm	1000 gpm
J-174	6164	21.58 gpm	6377.79 ft	92.63 psi	911.67 gpm	1000 gpm
J-176	6190	4.32 gpm	6377.79 ft	81.37 psi	830.54 gpm	1000 gpm
J-177	6199	12.95 gpm	6377.75 ft	77.45 psi	753.6 gpm	1000 gpm
J-178	6200	25.9 gpm	6377.72 ft	77 psi	657.99 gpm	1000 gpm
J-179	6270	12.95 gpm	6377.75 ft	46.69 psi	326.24 gpm	1000 gpm
J-181	6154	21.58 gpm	6378.4 ft	97.23 psi	1161.36 gpm	1000 gpm
J-182	6154	8.63 gpm	6378.4 ft	97.23 psi	1093.43 gpm	1000 gpm
J-186	6212	0 gpm	6415 ft	87.96 psi	2027.42 gpm	1000 gpm
J-187	6211	0 gpm	6415 ft	88.39 psi	1984.23 gpm	1000 gpm
J-188	6217	0 gpm	6415 ft	85.79 psi	1874.73 gpm	1000 gpm
J-189	6211	8.63 gpm	6415 ft	88.4 psi	1966.71 gpm	1000 gpm
J-190	6217	0 gpm	6415 ft	85.8 psi	1860.57 gpm	1000 gpm
J-191	6225	0 gpm	6415.01 ft	82.33 psi	1714.15 gpm	1000 gpm
J-192	6230	4.32 gpm	6415.01 ft	80.16 psi	1744.65 gpm	1000 gpm
J-194	6315	17.27 gpm	6418.12 ft	44.68 psi	783.72 gpm	1000 gpm
J-195	6210	0 gpm	6415.02 ft	88.83 psi	1991.17 gpm	1000 gpm
J-196	6205	0 gpm	6415.03 ft	91.01 psi	2050.69 gpm	1000 gpm
J-197	6200	0 gpm	6415.05 ft	93.18 psi	2051.69 gpm	1000 gpm
J-198	6205	12.95 gpm	6415.61 ft	91.26 psi	2018.14 gpm	1000 gpm
J-199	6210	12.95 gpm	6416.22 ft	89.35 psi	2010.96 gpm	1000 gpm
J-200	6220	4.32 gpm	6416.88 ft	85.31 psi	1971.94 gpm	1000 gpm
J-201	6240	4.32 gpm	6417.26 ft	76.81 psi	1808.58 gpm	1000 gpm
J-202	6209	4.32 gpm	6414.93 ft	89.23 psi	1867.98 gpm	1000 gpm
J-204	6260	4.32 gpm	6417.26 ft	68.14 psi	1384.16 gpm	1000 gpm

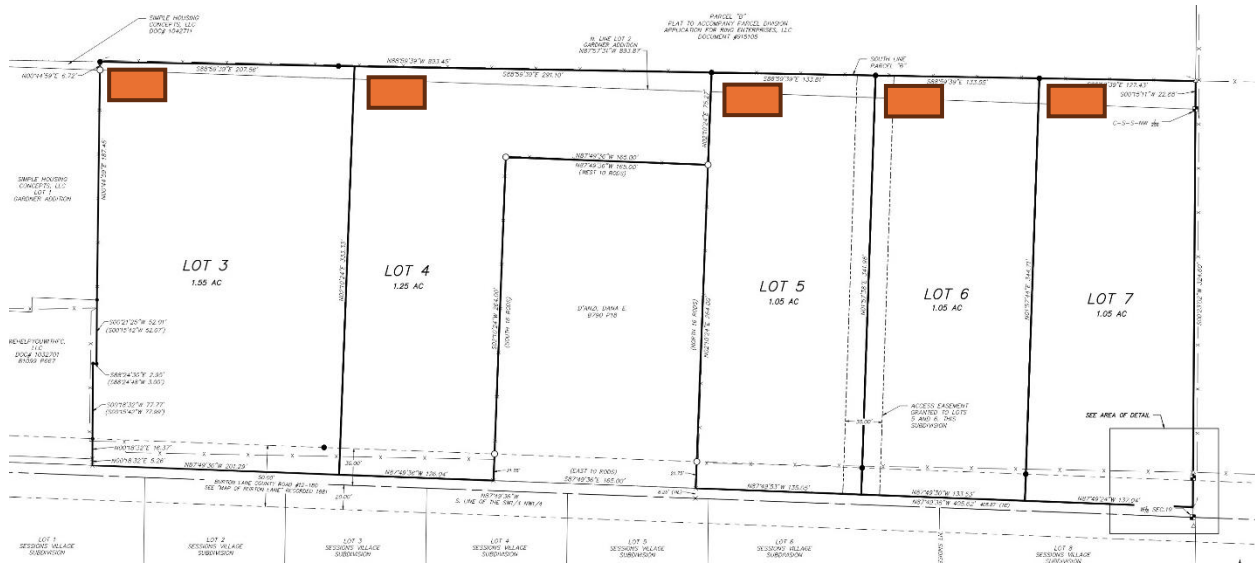


Figure 1.2 Concept of Lot Layout Showing Drainage Detention Basins

2.0 Design Requirements

The town of Afton requires developments to be designed to retain the 25-year, 24-hour storm. Stormwater runoff calculations were performed using the SCS Method from the Urban Hydrology for Small Watersheds (TR-55) manual created by the United States Department of Agriculture (USDA). The USDA-NRCS soil classification of the site is Hydrogeologic Soil Group "B" which is a well-draining soil and results in a lower curve number. Precipitation/Frequency Data was found based on the National Oceanic and Atmospheric Administration (NOAA) Atlas 2 Volume I for Wyoming. Table 2.1 below shows the estimated precipitation values for a given frequency and duration for the Town of Afton.

Table 2.1 – Precipitation Values (in.) for Given Frequency and Duration (NOAA)

Duration (min)	Return Interval					
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
5	0.12	0.21	0.23	0.29	0.33	0.36
10	0.19	0.32	0.36	0.45	0.52	0.56
15	0.24	0.41	0.46	0.57	0.66	0.70
30	0.34	0.57	0.63	0.79	0.91	0.98
60	0.43	0.72	0.80	1.00	1.15	1.23
120	0.50	0.79	0.90	1.10	1.26	1.38
180	0.56	0.85	0.99	1.19	1.36	1.50
360	0.70	1.00	1.20	1.40	1.60	1.80
720	0.85	1.20	1.40	1.70	2.00	2.20
1440	1.00	1.40	1.60	2.00	2.40	2.60

When evaluating a site for stormwater management, the expected runoff is identified to help in determining how much stormwater will need to be retained on site. Analysis of the site pre-development and post-development stormwater generation followed assumptions regarding typical home sizes, road cross section, and grassy areas.

2.1 Storm Drainage Basin

After review, the site was analyzed as one basin: The basin will manage stormwater for the residential lots. According to the TR-55 Manual, the pre-development basin mostly resembles a meadow (continuous grass that is protected from grazing and is generally used in baling hay) and has a curve number (CN) of 61. This basin will manage the stormwater flows within their own extents and will be further analyzed below.

Table 2.2- Pre Development Runoff

Burton Addition PRE-DEVELOPMENT					
Storm Event (24-Hour)	Sr (Retention)	P (in.)*	Qd (in.)	Qd (ft)	Runoff (cubic ft)
100-year	6.39	2.60	0.226	0.019	4,912
50-year	6.39	2.40	0.167	0.014	3,632
25-year	6.39	2.00	0.073	0.006	1,587
10-year	6.39	1.60	0.015	0.001	334
5-year	6.39	1.40	0.002	0.000	49
2-year	6.39	1.00	0.000	0.000	0

*From NOAA Atlas 2

2.2 Post Development

The drainage basin was analyzed in the post development state, assuming typical buildout for the type and zoning of each lot. The final grading of the sites lots shall be such that the stormwater flows will be directed to these channels and toward drainage sites located per basin.

2.3 Lots-Post-Development

The post development basin will consist of 4 residential lots (CN 75) and 1 commercial lot (CN 92). Residential areas are modeled with 4 townhome units per lot (CN 75 per TR-55 Table 2-2). A composite curve of 80 was calculated for the basin as shown in Table 2.3.

Table 2.3 – Proposed Development Land Use

AREA #	DESCRIPTION	SF	AC	CN
1	Residential Lots	197,327	4.53	75
2	Commercial Lots	63,162	1.45	92
TOTAL		260,489	5.98	80

The anticipated Runoff during the 25-year, 24-hour storm is anticipated as 12,210 cubic feet as summarized in Table 2.2.1b To match the pre-development conditions 10,623 cubic feet of runoff must be contained on site.

Table 2.4 – Post Development Runoff

BURTON ADDITION POST-DEVELOPMENT					
Strom Event (24-Hour)	Sr (Retention)	P (in.)*	Qd (in.)	Qd (ft)	Runoff (Cubic Feet)
50-year	2.50	2.40	0.82	0.089	17,810
25-year	2.50	2.00	0.56	0.061	12,210
10-year	2.50	1.60	0.03	0.031	7,296
5-year	2.50	1.40	0.02	0.018	5,171

*From NOAA Atlas 2

The anticipated 10,623 cubic feet is proposed to be managed by drainage swales in open lawn areas within the subdivision. Two options are proposed to manage stormwater drainage on-site. One option would include a drainage swale for each lot, with five drainage swales proposed with a volume of 2,480 cubic feet each (40' by 35' by 1.5' deep) as shown in Figure 1.2. Alternatively one or two detention swales can be created to manage the total detention area. A total detention swale area of 7,077 square feet would be required, equivalent to one basin measuring approximately 50 feet by 150 feet by 1.5 feet deep or two basins. A larger basin(s) will require proper grading efforts to site and grading channels mat be required to ensure function if used. For this reason we recommend five smaller basins on each lot.

Each swale will be graded as lawn and drainage will be directed to these areas by the site grading. site grading shall accommodate drainage away from buildings and roadways to prevent damage and frost heave. Culverts and drainage channels may be constructed when drainage pathways run adjacent to driveways or other impervious features.

3.0 Snow Storage

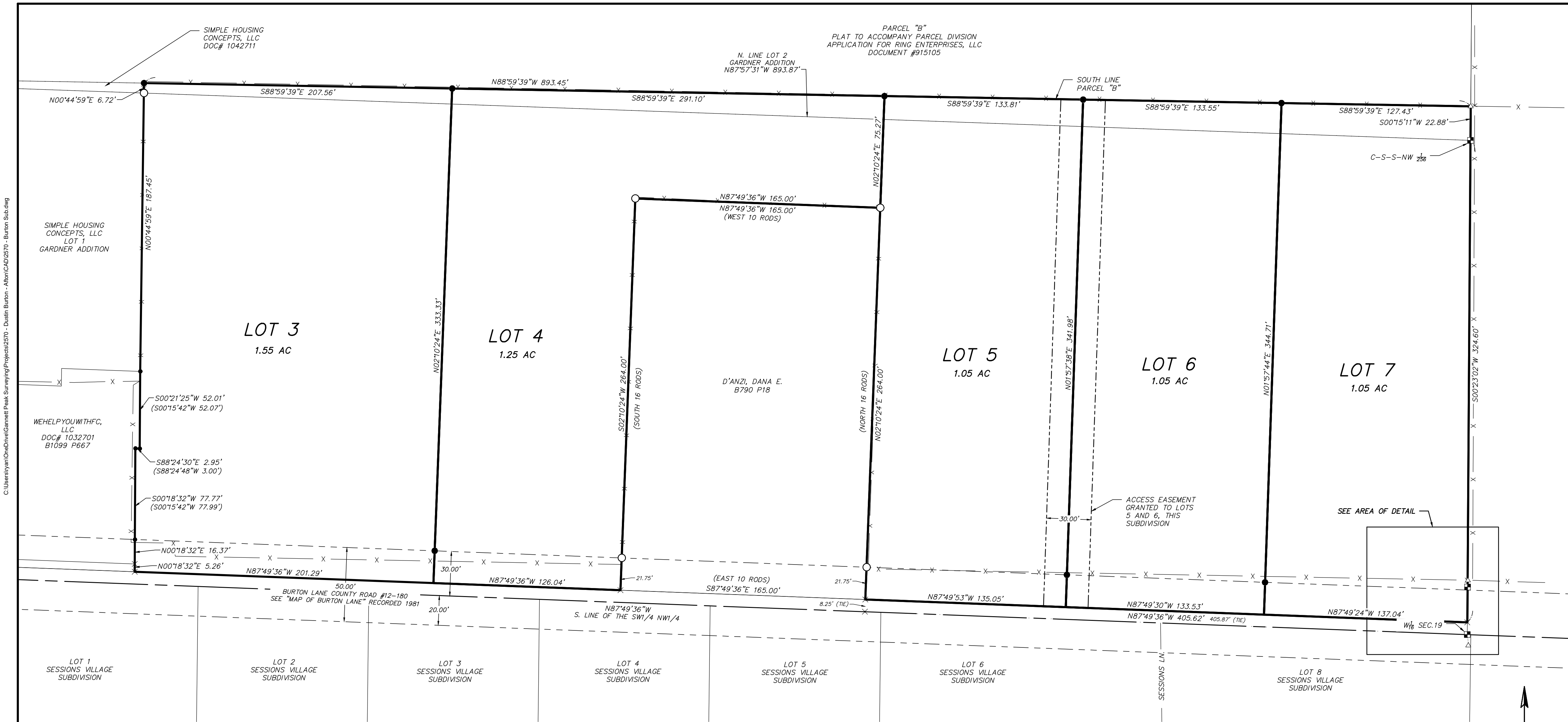
Snow storage will be provided with the provided drainage swale areas, as well as in other areas graded as lawn or gravel.

4.0 Conclusions

This analysis confirms that the proposed method of stormwater management (utilizing on site drainage swales) can manage the stormwater from a 25-year, 24-hour storm event. Additionally, drywells may be used to further manage stormwater flows in areas where desired or reduce infiltration area.

The site's natural slope and terrain facilitate effective management. Multi-family and commercial lots will require onsite drainage basins, which will be constructed during development phases. The proposed retention and infiltration solutions ensure compliance with local standards and protect downstream properties from increased runoff.

C:\Users\ryan\OneDrive\Gannett Peak Surveying\Projects\2570 - Dustin Burton - Afton\CAD\2570 - Burton Sub.dwg



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

I, RYAN D. WELLS, A PROFESSIONAL LAND SURVEYOR EMPLOYED BY GANNETT PEAK SURVEYING, LLC OF PINEDALE WYOMING, DO HEREBY CERTIFY:

THAT THIS PLAT WAS MADE FROM DATA OBTAINED DURING FIELD SURVEYS BY ME IN NOVEMBER 2024 AND FROM RECORDS IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, WYOMING;
THAT THIS PLAT CORRECTLY REPRESENTS THE GARDNER ADDITION FIRST AMENDMENT, BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1138, ON PAGE 459, IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, WY, BEING A PORTION OF THE S1/2 SW1/4 NW1/4 OF SECTION 19, T32N R118W, LINCOLN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS:

LOT 2, GARDNER ADDITION TO THE TOWN OF AFTON, PLAT INSTRUMENT NO. 1039599
AND
A PORTION OF THE LAND DESCRIBED IN WARRANTY DEED DOCUMENT NUMBER 1042711, BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE C-S-S-NW 1/256 OF SAID SECTION 19, THENCE N87°57'31"W, 893.87 FEET TO THE NW CORNER OF SAID LOT 2;
THENCE N00°44'59"E, 6.72 FEET TO A POINT ON THE SOUTH LINE OF PARCEL B OF THE PLAT TO ACCOMPANY PARCEL DIVISION APPLICATION FOR RING ENTERPRISES, LLC, DOCUMENT #915105;
THENCE S88°59'39"E, 893.45 FEET TO THE SE CORNER OF SAID PARCEL B;
THENCE S00°15'11"W, 22.88 FEET TO THE POINT OF BEGINNING.

THE BASE BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE SW1/4 NW1/4 OF SAID SECTION 19 BEING N87°49'36"W;

THAT SAID GARDNER ADDITION FIRST AMENDMENT IS SUBJECT TO EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS, AND AGREEMENTS INCLUDING BUT NOT LIMITED TO, THOSE SHOWN ON THIS PLAT;

RYAN D. WELLS, WYOMING PROFESSIONAL LAND SURVEYOR 16884

THE FOREGOING CERTIFICATE OF SURVEYOR WAS ACKNOWLEDGED BEFORE ME BY RYAN D. WELLS
THIS _____ DAY OF _____, 2026
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

PURSUANT TO SECTIONS 34-12-102, 103 AND SECTIONS 15-1-415 THROUGH, WYOMING STATUTES, 2024, AS AMENDED, AND THE TOWN OF AFTON PLANNING AND ZONING REGULATIONS, THE PLAT OF THE GARDNER ADDITION FIRST AMENDMENT WAS APPROVED AT THE REGULAR MEETING OF THE TOWN COUNCIL HELD ON

THE _____ DAY OF _____, 2026.

ATTEST:

TINA MCGARVEY, CLERK

JEFF JENSEN, MAYOR

TOWN OF AFTON PLANNING AND ZONING COMMISSION
THE SAID ADDITION WAS APPROVED AT THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD ON
THE _____ DAY OF _____, 2026.

JUSTIN DAY, CHAIRMAN

PLAT WARNINGS

- THE SELLER DOES NOT WARRANT TO A PURCHASER THAT THE PURCHASER HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.
- THE STATE OF WYOMING DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER (W.S. 18-5-306, 2007)
- ACCESS TO LOTS 3-7 IS PROPOSED FROM BURTON LANE LINCOLN COUNTY ROAD 12-180
- WARNING: LOTS IN THIS SUBDIVISION MAY BE USED FOR THE EXPLORATION AND/OR DEVELOPMENT OF MINERALS.
- LOTS 3 THROUGH 7 HAVE ACCESS TO THE TOWN OF AFTON WATER DISTRIBUTION SYSTEM
- LOTS 3 THROUGH 7 DO NOT HAVE ACCESS TO THE TOWN OF AFTON WASTEWATER DISTRIBUTION SYSTEM. INDIVIDUAL SEPTIC SYSTEMS WILL BE REQUIRED
- WASTEWATER SERVICE AND CAPACITY NOTICE: EACH LOT DEPICTED ON THIS PLAT SHALL BE SERVED EXCLUSIVELY BY AN APPROVED ON-SITE SEPTIC SYSTEM. THE MAXIMUM PERMITTED SEPTIC TANK CAPACITY FOR EACH LOT IS 2,000 GALLONS, AND NO LOT SHALL CONTAIN DWELLING UNITS TOTALING MORE THAN EIGHT (8) BEDROOMS. ALL SEPTIC SYSTEMS MUST BE APPROVED, PERMITTED, INSTALLED, OPERATED, AND MAINTAINED IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REQUIREMENTS.
- THERE ARE EXISTING SURFACE WATER RIGHTS ATTACHED TO THE LANDS OF THIS SUBDIVISION THAT WILL BE TRANSFERRED TO THE TOWN OF AFTON

CERTIFICATE OF OWNERS

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

THE UNDERSIGNED, ACTING FOR AND ON BEHALF OF: SIMPLE HOUSING CONCEPTS LLC, A WYOMING LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS PO BOX 1693, AFTON, WY 83110, HEREBY CERTIFY:

THAT THEY ARE THE OWNERS OF THE LANDS OF THIS SUBDIVISION AS DESCRIBED IN THE CERTIFICATE OF SURVEYOR HEREON;

THAT THE NAME OF THIS SUBDIVISION SHALL BE GARDNER ADDITION FIRST AMENDMENT;

THAT THE SUBDIVISION OF THE DESCRIBED LAND, THE VACATION OF LOT 2 GARDNER ADDITION, AND THE CREATION OF LOTS 3, 4, 5, 6, AND 7, AS SHOWN HEREON, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS;
THAT THE 30' WIDE ACCESS AND UTILITY EASEMENT WITHIN LOTS 5 AND 6 AS SHOWN ON THE MAP IS HEREBY GRANTED TO LOTS 5 AND 6, THIS SUBDIVISION;

THAT THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY RIVERS OR STREAMS WITHIN OR ADJACENT TO THIS SUBDIVISION;

THAT WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER;

THAT THE LANDS OF THIS SUBDIVISION MAY BE SUBJECT TO OTHER EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS, OR ENCUMBRANCES OF SIGHT AND/OR RECORD, NOT SHOWN HEREON;

DUSTIN BURTON, OWNER OF SIMPLE HOUSING CONCEPTS, LLC

THE FOREGOING CERTIFICATE OF OWNER WAS
ACKNOWLEDGED BEFORE ME BY DUSTIN BURTON

THIS _____ DAY OF _____, 2026

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF MORTGAGEE

BANK OF STAR VALLEY
394 WASHINGTON, PO BOX 8007
AFTON, WY 83110

SIGNATURES BY SEPARATE DOCUMENT

BOOK _____, PAGE _____

CERTIFICATE OF RECORDATION

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY ON

THIS _____ DAY OF _____, 2026

APRIL BRUNSKI, CLERK

PRELIMINARY PLAT GARDNER SECOND ADDITION

TO THE TOWN OF AFTON
LOCATED WITHIN

S1/2 SW1/4 NW1/4 SECTION 19
T32N R118W 6TH P.M.
LINCOLN COUNTY, WYOMING

04 July, 2026

Mayor Jeff Jensen
Town of Afton
PO BOX 310
Afton, WY 83110

Dear Mayor Jensen, attached please find the following as part of our application for minor subdivision within the Town of Afton:

1. Subdivision permit application
2. Preliminary Plat map titled "Gardner Addition 1st Amendment"
3. A list of property owners and mailing addresses within 300 feet of the proposed subdivision.
4. A master plan report for the proposed subdivision prepared by Sunrise Engineering
5. A sample copy of the notification letter sent to properties served by the "Spring Ditch" prepared and sent by Surveyor Scherbel, LTD on the 25 of March 2026
6. A copy of the Deeds for this property, Specifically the main deed for the majority of the parcel as well as a deed for a small narrow strip that was somehow still owned by "Ring Enterprises" that we acquired to clean up the map to the existing N fence.
7. A copy of the Articles of Organization for Simple Housing Concepts, LLC

This subdivision application will be filed concurrently with an application for zone change of the same property, the purpose of this is to create four R3 lots and one GC lot. The rezone will also be coapplied with Mr. Mike D'Anzi and include matching the zoning of his one acre parcel that this subdivision surrounds. The zone change application is attached and includes:

1. Zoning Change Application, Simple Housing Concepts, LLC and Mike D'Anzi
2. A map showing the proposed zoning and boundaries
3. An explanation of the proposed zone changes, purpose and logic.
4. Exhibit "A" legal description of the proposed Gardner Addition 1st amendment area to be zoned GC
5. Exhibit "B" legal description of the proposed Gardner Addition 1st amendment area to be zoned R3
6. A copy of the deed to the D'Anzi property with legal description
7. The same list of surrounding property owners within 300 feet
8. The same copy of the Articles of Organization for Simple Housing Concepts, LLC

Thank you for your consideration of this request for the application to be presented to the Afton Planning and Zoning board and the Afton Town Council in their next scheduled meetings.

Sincerely,

Dustin Burton
Simple Housing Concepts, LLC



416 S. Washington
P.O. Box 310
Afton, WY 83110
Phone (307) 885-9831

ZONING CHANGE APPLICATION

APPLICATION FEE: \$150.00

PROPERTY OWNER(S) DUSTIN BURTON
Name: SIMPLE HOUSING CONCEPTS, LLC
Mailing Address: PO BOX 1693
AFTON, WY 83110
Phone #: 385-214-5900

Name: MICHAEL J D'ANZI
Mailing Address: 3636 LAND CT
CHEYENNE, WY 82001
Phone #: 307-677-0835

REPRESENTATIVE/SURVEYOR/ENGINEER

Name: GANNETT PEAK SURVEYING

Mailing Address: _____

Phone #: 307-622-0786

The applicant will be required to provide the Town Clerk with the following:

- (1) Location map of the lots or land parcels being considered for the zone change.
- (2) Legal description and total land area of the lands proposed for a zone change.
- (3) A site plan of the proposed land use development concept.
- (4) A development schedule for proposed land use.
- (5) Rationale for the zone change.
- (6) A list of landowners who own properties within 300 feet of the proposed zone change.

Landowner name and addresses within 300 feet of zoning change location:

LIST ATTACHED

A hearing date will be set for the Planning and Zoning Board to review and make their recommendation to the Afton Town Council. The applicants description and hearing date will be advertised in the local paper for two weeks prior to hearing date.

I/We the undersigned have read and understand this Rezone Application and certify that the information provided is true and correct.

I/We also have read and understand all planning and development requirements in the Afton Land Development Code-Title 17.

(ALL Property owners must sign).



PROPERTY OWNER

7-5-2026

DATE

PROPERTY OWNER



PROPERTY OWNER

DATE

7-7-2026

DATE



WARRANTY DEED

Kimball B. Gardner, Trustee of The Kimball Gardner Family Trust dated January 24, 2018, and any amendments thereto, GRANTOR(S), of 1028 N. Homestead Dr. E., Dammeron Valley, UT 84783, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Simple Housing Concepts LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 1693, Afton, WY 83110, the following described real estate, situated in the County of Lincoln, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 2, Gardner Addition to the Town of Afton, according to the Plat thereof, recorded May 7, 2025, as Instrument No. 1039599, Official Records, Lincoln County, Wyoming.

PIDN: 12-3218.19.2.00.072.00

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 20th
day of June, 2025.

The Kimball Gardner Family Trust dated January
24, 2018, and any amendments thereto

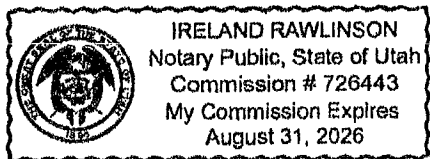
Kimball B. Gardner
Kimball B. Gardner, Trustee

STATE OF Utah)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me by Kimball B. Gardner,
Trustee of The Kimball Gardner Family Trust dated January 24, 2018, and any
amendments thereto this 20th day of June, 2025.

WITNESS my hand and official seal.

(SEAL)



Ireland Rawlinson
Signature of Notarial Officer
Bank teller
Title and Rank

My Commission Expires August 31, 2026



WARRANTY DEED

Ring Enterprises, LLC, an Idaho limited liability company, GRANTOR(S), of 3182 E. Riverdale Rd., Preston, ID 83263, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Simple Housing Concepts LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 1693, Afton, WY 83110, the following described real estate, situated in the County of Lincoln, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

All of the N1/2S1/2SW1/4NW1/4 of Section 19, Township 33 North, Range 118 West, 6th P.M., Lincoln County, Wyoming.
LESS AND EXCEPT any portion lying within U.S. Highway 89;
AND EXCEPT Parcels A and B as shown on the Plat to Accompany Parcel Division Application for Ring Enterprises, LLC, being recorded as Instrument No. 915105 in the Office of the Clerk of Lincoln County, Wyoming.

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

DEED OF TRUST

This deed, made the 1st day of July, in the year of 2012, between Michael J. D'Anzi (the grantor) of the one part, and Dana E. D'Anzi (the trustee) of 1426 New York St., New Orleans, LA 70122, of the other part; witnesseth:

That the said Michael J. D'Anzi (the grantor) doth grant unto the said Dana E. D'Anzi (the trustee) the following property hereby described as:

145 Burton Lane, Afton, WY 83110, Parcel No.

A portion of Section 19, T32N R118W of the 6th P.M., Lincoln County, Wyoming more particularly described as follows:

Beginning at a point 409 feet West and 8 ¼ feet North of the Southeast corner of the SW1/4NW1/4 of said Section 19 and running thence North 16 rods
thence West 10 rods;
thence South 16 rods
thence East 10 rods to the point of beginning

In trust to secure a Real Estate Purchase Money loan made between the parties the 1st day of August, in the year 2005 in the amount of \$20,000 plus interest. Such loan to be repaid no later than upon the sale of the above-described property.

DEBTOR:

Michael J. D'Anzi
Michael J. D'Anzi

SECURED PARTY:

Dana E. D'Anzi
Dana E. D'Anzi

RECEIVED 7/23/2012 at 11:09 AM
RECEIVING # **965677**
BOOK: **790** PAGE: **18**
JEANNE WAGNER
LINCOLN COUNTY CLERK, KEMMERER, WY

NOTARIAL OFFICER

STATE OF Wyoming)
COUNTY OF Lincoln) ss.

The foregoing instrument was acknowledged before me, a Notarial Officer, by **MICHAEL J. D'ANZI** this 20th day of July, 2012.

Witness my hand and official seal.



Martha E. Pedroza
NOTARIAL OFFICER

My Commission Expires: 03-12-2015

STATE OF La)
COUNTY OF Orleans) ss.

The foregoing instrument was acknowledged before me, a Notarial Officer, by **DANA E. D'ANZI** this 1st day of July, 2012.

Witness my hand and official seal.

Rose D. Rome
NOTARIAL OFFICER

My Commission Expires: Rose D. Rome
Notary Identification #69367
My Commission expires at death

Exhibit "A"

MORTENSEN GARY L & MARGURITTE
PO BOX 762
Afton, WY 83110

BURTON DUSTIN KIMBELL
PO BOX 1693
Afton, WY 83110

KENNEDY HEATHER C & JAMES
1830 FULLERTON AVENUE
COSTA MESA, CA 92627

SESSIONS CORTNEY & SONJA TRUSTEES
154 Burton Ln
Afton, WY 83110

KENNINGTON GARRY A & JOYCE C
400 PRIVATE TREATY LANE
Afton, WY 83110

A & QS LLC
PO Box 181
Afton, WY 83110

SUBURBAN PROPANE LP
240 ROUTE 10 WEST
WHIPPANY, NJ 07981

PAUL KEVIN & NANALE TRUSTEES
PO BOX 1387
Afton, WY 83110

WEHELPUYOUWITHFC, LLC
4171 W 4450 S
WEST HAVEN, UT 84401

MORTENSEN LILLIAN TRUSTEE (ETAL)
5859 S 3100 W
Rexburg, ID 83440

SOLID STORAGE, LLC
4032 W 5800 N. UNIT #3
MOUNTAIN GREEN, UT 84050

FLOYD ADAM D
256 BURTON LANE
Afton, WY 83110

Amerco Real Estate Co
2727 N. Central Ave.
Phoenix, AZ 85004

Town of Afton
PO Box 310
Afton, WY 83110

Zone Change Request, Gardner Addition 1st Amendment & D'Anzi

The following is to serve as basic rationale for rezoning the 1st amendment Gardner addition and the D'Anzi property that it surrounds. And will reference the attached proposed zone change map.

The Area

This area is on the North side of Burton Lane on the North side of Afton, it is bordered on the West by a commercial highway frontage lot, On the North by Storage Units, on the East by Residential lots, and on the South by Burton lane and a trailer park. All of the property within this zone change will be served by Burton Lane.

Existing Zoning

The property (Gardner Addn. 1st and D'Anzi) it is currently zoned ACR with a very small strip on the West side of the Gardner Addn. 1st being GC, the property is bordered on the West and North by current GC zoning and bordered on the East and South by current R3 Zoning, currently the property (Gardner Addn. 1st and D'Anzi) is an island of ACR within current R3 and CG zoning, The current boundary between the existing GC and ACR zoning runs just inside the west boundary of "lot 3" on the attached map.

Proposed new Zoning

The proposed new zoning would move the existing GC boundary within Lot 3 East to the lot line between lots 3 and 4 on the attached map making Lot 3 entirely a GC lot and establishing the boundary between the current GC and the proposed R3 zoning at the lot line. The proposed new zoning for Lots 4, 5, 6 and 7 would be R3 to be contingent with the existing R3 zoning bordering it. The new proposed zoning would clean up the current map in the area and bring the current zoning more contingent to match the surrounding zoning.

Use and rationale

Lots 4, 5 and 6 are sold to make up costs, Lots 3 and 7 will be kept by Simple Housing Concepts, LLC ; Dustin Burton. This new zoning for the property (Gardner Addn. 1st and D'Anzi) will be a good fit for the area, not only bringing it contingent with surrounding zoning and cleaning up the map but putting this land within the town to good use, it would be impractical to ever use the land again for its original agricultural use and it would not be a good fit for new single family residence lots as it would be a hard sell for someone to build their new home with storage units as their back yard and a trailer park across the street. There is also still a need for less expensive opportunities to create less expensive housing options here in Afton. The R3 lots created here will be intended for lower density multi family residences (i.e. duplexes, a small apartment building, townhomes or small detached residences. There will be inherent limitations on what can be built on these R3 Lots, Given the septic requirements and some of the requirements within the engineering report this will intentionally limit the amount of residences that can be placed on the lots, and they can not be just filled with apartment boxes or become an apartment "complex", this will keep the rural, spaced housing matching the surrounding area without allowing high density or creating any burden on the area, traffic or infrastructure. Lot 3

will be the only commercial lot and will match the surrounding zoning on that end of the property closer to the highway. The intent for Lot 7, by myself the developer and applicant, is to create more small homes matching the existing multi-family plan that I did at 201 Burton Lane just up the street. We intend to use Lot 3 as a potential new site to do our equipment rentals. Mr D'Anzi wishes to add a small residence to his existing lot which currently has a small rental home on it. I, Dustin Burton will be present at town council and planning and zoning meetings regarding this application and I am happy to answer any further questions or concerns regarding it.

EXHIBIT "A"

Legal Description for Proposed Zone Lot Area – GC General Commercial

A portion of the S1/2 SW1/4 NW1/4 of Section 19, T32N R118W, 6th PM, Lincoln County, WY and a portion of Lot 2, Gardner Addition to the Town of Afton, and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 2, thence North 0°18'32" East, 83.02 feet to a point;

thence South 88°24'30" East, 2.95 feet to a point;

thence North 0°40'00" East, 246.18 feet to a point;

thence South 88°59'39" East, 207.56 feet to a point;

thence South 2°10'24" West, 333.33 feet;

thence North 87°49'36" West, 201.29 feet to the point of beginning;

Containing 1.55 Acres, more or less.

EXHIBIT "B"

Legal Description for Proposed Zone Lot Area – R-3 Mixed Residential

A portion of the S1/2 SW1/4 NW1/4 of Section 19, T32N R118W, 6th PM, Lincoln County, WY and a portion of Lot 2, Gardner Addition to the Town of Afton, and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 2, thence North 87°49'36" West, 405.62 feet to a point,

thence North 2°10'24" East, 264.00 feet to a point,

thence North 87°49'36" West, 165.00 feet to a point,

thence South 2°10'24" West, 264.00 feet to a point,

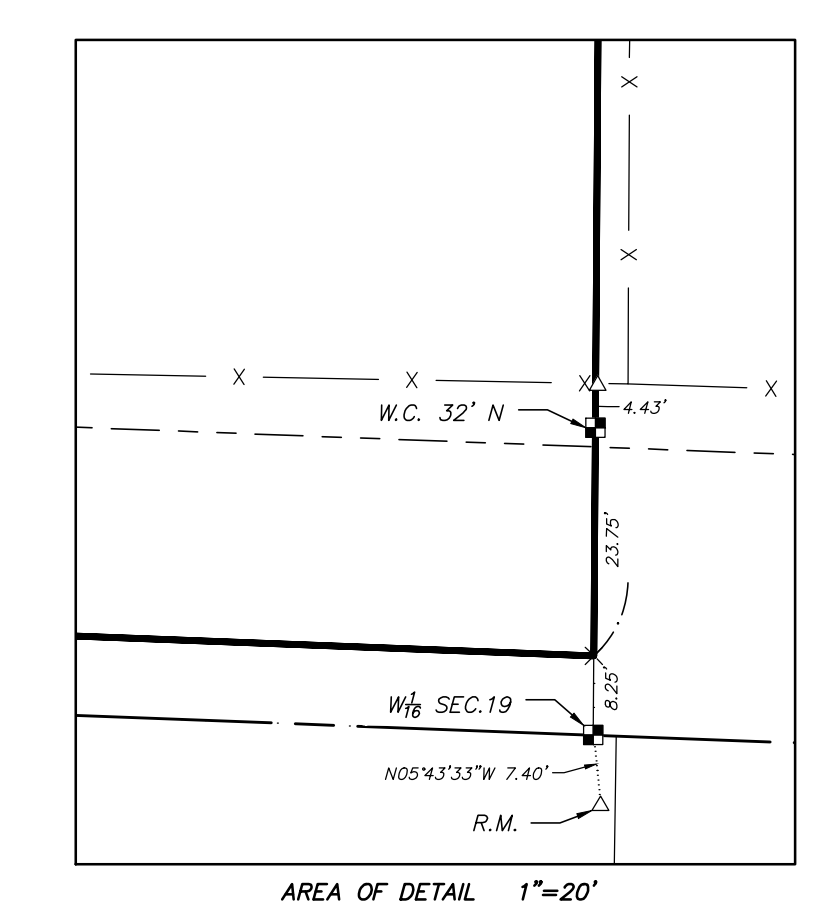
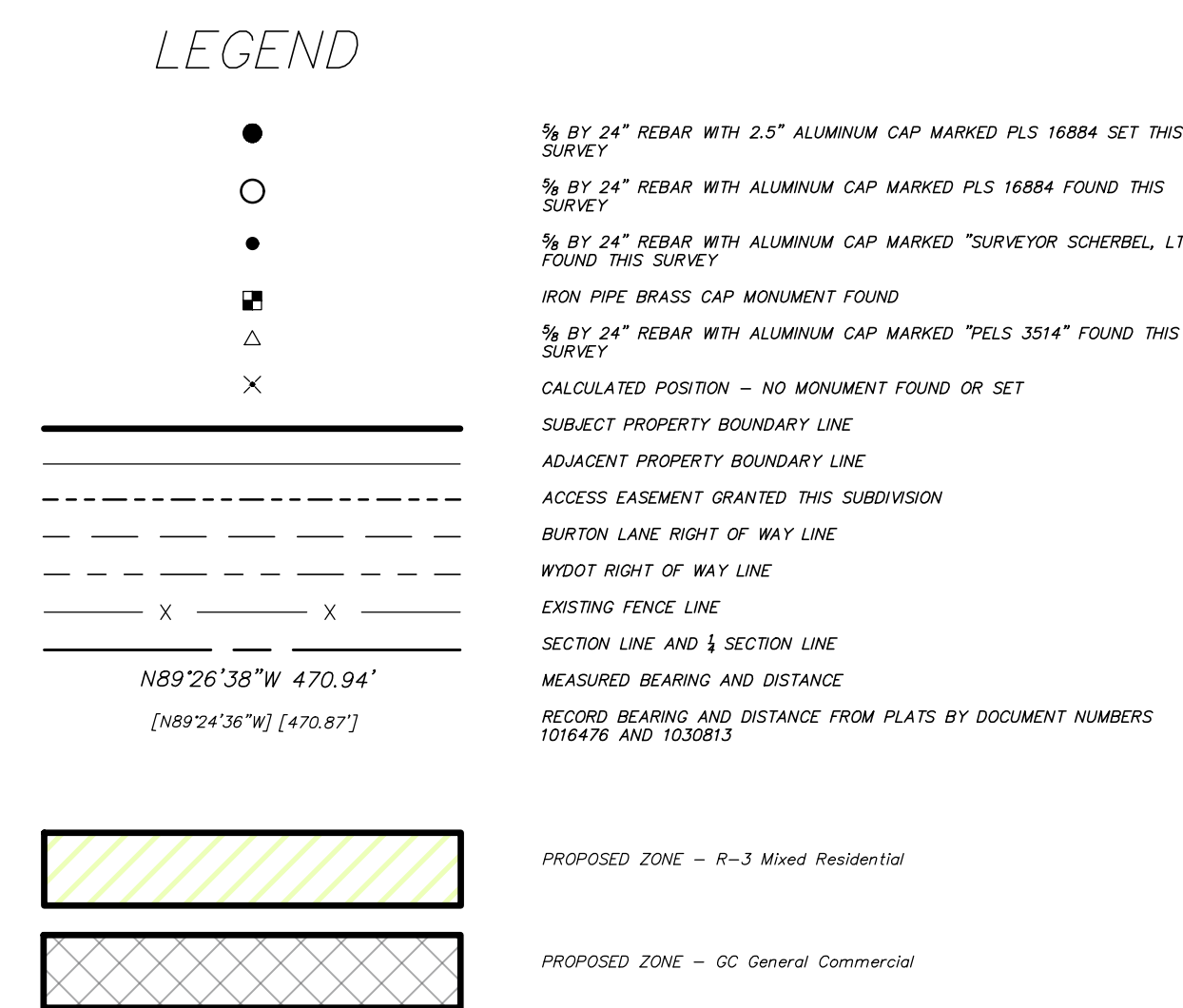
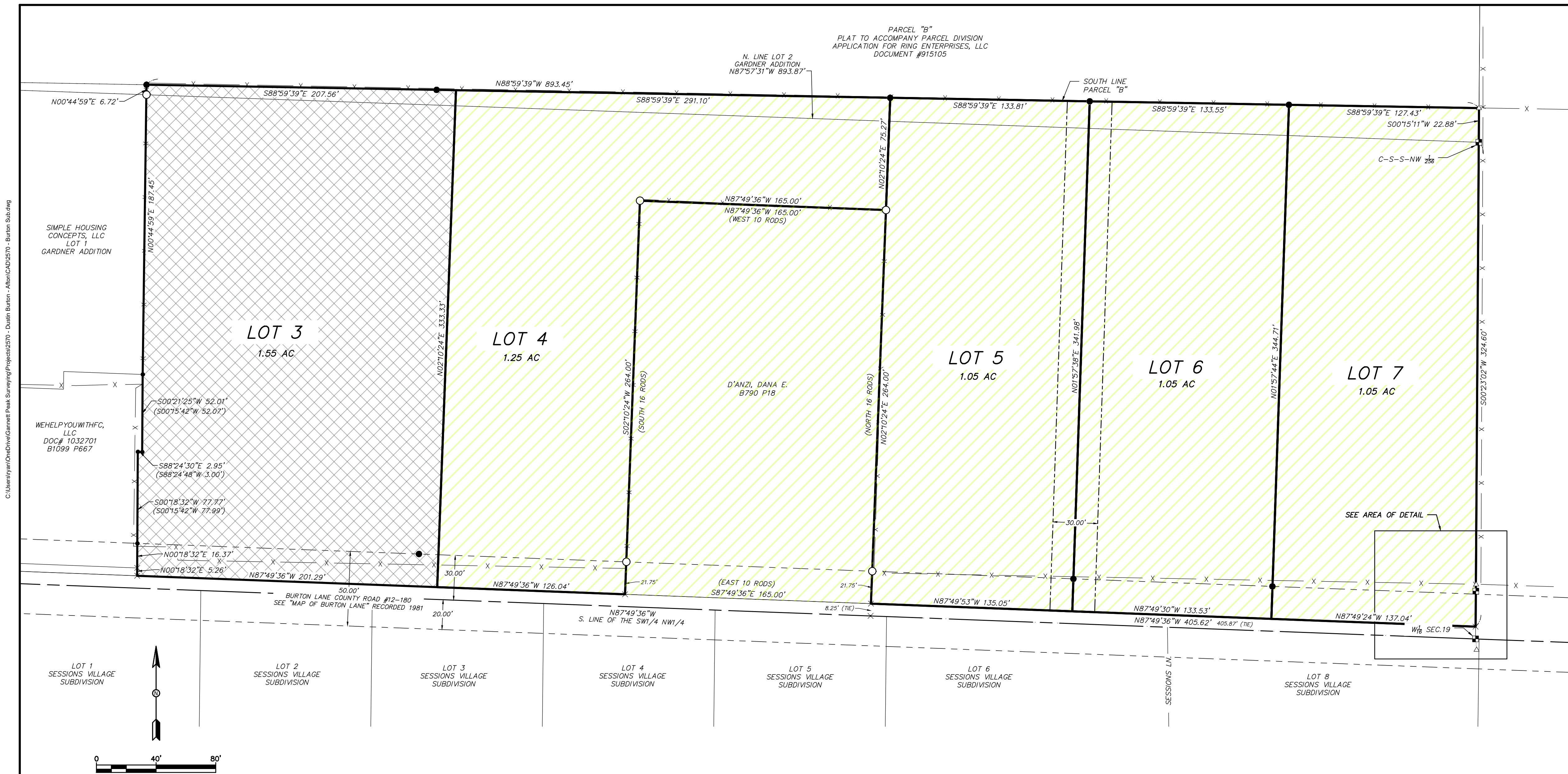
thence North 87°49'36" West, 126.04 feet to a point,

thence North 2°10'24" East, 333.33 feet to a point,

thence South 88°59'39" East, 685.89 feet to a point,

thence South 0°22'31" West, 347.48 feet to the point of beginning.

Containing 4.4 acres, more or less.



PROPOSED ZONING
GARDNER SECOND
ADDITION
TO THE TOWN OF AFTON
LOCATED WITHIN
S_{1/2} SW1/4 NW1/4 SECTION 19
T32N R118W 6TH P.M.
LINCOLN COUNTY, WYOMING

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

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

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

SURVEYOR SCHERBEL, LTD. PROFESSIONAL LAND SURVEYORS

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

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

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

SUSAN HOFFMAN
Big Piney Office Manager

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

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

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

24 June 2026

Mayor Jeffrey Jensen
Town of Afton
P.O. Box 310
Afton, Wyoming 83110

Re: Iron Doctor Buildings, LLC / Dee W. Call Living Trust– Simple Subdivision – within
Section 24, T32N R119W, within the Town of Afton, Lincoln County, Wyoming

Dear Mayor Jensen,

Enclosed please find the following for the above referenced project:

1. A Simple Subdivision Application.
2. A copy of the ownership deeds:
 - 1170 PR 601, 604, 609 – Dee W. Call Living Trust
 - 1039 PR 375 – Iron Doctor Buildings, LLC
3. A list of landowners and mailing addresses who own properties within 300 feet of the development.
4. A print of an advance plat titled, “ROCKY ROAD INDUSTRIAL PARK FIFTH ADDITION IN THE INCORPORATED LIMITS OF THE TOWN OF AFTON WITHIN SE1/4NE1/4 SECTION 24 T32N R119W LINCOLN COUNTY, WYOMING” dated 31 March 2026.
5. A reduced print of the plat. This print may be reproduced to be added to the adjoining property owners’ notification letter.
6. A draft Public Notice (email only).
7. Check No. 14287 in the amount of \$150.00 for application fees.

The property is located approximately one tenth (1/10) of a mile west of Highway 89. The current zoning of the property is GC – General Commercial. The application is creating one additional lot within the Rocky Road Industrial Park Addition, from land previously unplatted, and immediately adjacent to the existing addition.

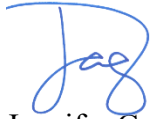
Page 1 of 2



Please consider this letter as a request for the subdivision application to be presented to Afton Planning and Zoning Board and Afton Town Council at their next scheduled meetings.

If all is not in order, or if you have any questions, please contact our office.

Sincerely,
SURVEYOR SCHERBEL, LTD.

A handwritten signature in blue ink, appearing to read 'JG' with a stylized flourish.

Jennifer Gunter
enclosures

cc: Dale Call (email)
Joe Dory (email)



416 S. Washington
P.O. Box 310
Afton, WY 83110
Phone (307) 885-9831

SUBDIVISION PERMIT APPLICATION

APPLICATION FEE: \$150.00

Application For:

- ☒ Simple Subdivision
☐ Minor Subdivision
☐ Major Subdivision

PROPERTY OWNER(S)

Name: Iron Doctor Building, LLC c/o Sharon Dory
Mailing Address: PO Box 645
Afton, Wyoming 83110
Phone #: 307-884-6448

Name: Dee W. Living Trust (Dale Call)
Mailing Address: P. O. Box 186
Grover, Wyoming 83122
Phone #: 307-248-1102

REPRESENTATIVE/SURVEYOR/ENGINEER

Name: Surveyor Scherbel, Ltd.
Mailing Address: PO Box 725, Afton, WY 83110
Phone #: 307-885-9319

LEGAL DESCRIPTION OF PROJECT LOCATION: Township/Range/Section _____
Section 24, T32N R119W

NAME OF PROPOSED SUBDIVISION: Rocky Road Industrial Park Fifth Addition

LOT INFORMATION: NUMBER OF LOTS 1 AVERAGE LOT SIZE 6.45± Acres
SMALLEST LOT 6.45± Acres LARGEST LOT 6.45± Acres

CURRENT ZONING DESIGNATION FOR PROJECT LOCATION: GC - General Commercial

Provide Landowner name and addresses within 300 feet of zoning change location:
(Use additional sheet if necessary)

see attached

The applicant will be required to file a final plat with the Town Clerk that contains at least the following:

1. Proposed name of subdivision, the size of the property to be subdivided (in acres), and the size of the lots or parcels being created;
2. Name and address of the subdivision applicant, or professional land surveyor registered in the State of Wyoming who prepared the plat, and owners of subject property;
3. Location and boundaries of the subdivision that are tied to two (2) legal survey monuments;
4. Date of drawing preparation and all subsequent revisions, as well as a scale (not less than one inch=200 feet) and north arrow;
5. Boundary lines of subdivision, the location and dimensions of all existing streets, alleys, trails, paths easements, watercourses and irrigation ditches, and structures on and within 200 feet of the subdivision;
6. Location of existing water distribution and wastewater collection lines on and within 200 feet of the subdivision;
7. Tow-foot contours where ground slopes are less than ten percent and five-foot contours where ground slopes exceed 10 percent.

A hearing date will be set for the Planning and Zoning Board to review and make their recommendation to the Afton Town Council. The applicants description and hearing date will be advertised in the local paper for two weeks prior to the hearing date.

I/We the undersigned have read and understand this Subdivison Application and certify that the information provided is true and correct.

I/We also have read and understand all planning and development requirements in the Afton Land Development Code-Title 17.

(ALL Property owners must sign).

Sharon H. Day
PROPERTY OWNER
Dan F. Call
PROPERTY OWNER

PROPERTY OWNER

6/24/26
DATE
6/24/26
DATE

DATE

**Surveyor Scherbel, Ltd.
PO BOX 725**

AFTON, WY 83110

1045551 6/8/2026 10:21 AM
LINCOLN COUNTY FEES: \$18.00 PAGE 1 OF 3
BOOK: 1170 PAGE: 609 DEED, QCD
APRIL BRUNSKI, LINCOLN COUNTY CLERK



QUIT CLAIM DEED

CALL READY MIX & LUMBER, INC., 786 N. Washington, Afton, WY 83110, GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby convey, release, and forever QUIT CLAIM to DEE W. CALL LIVING TRUST, dated July 11, 1997, GRANTEE, all such right, title, interest, property, possession, claim and demand, as it may have or ought to have, in or to all the following described property, situated in the County of Lincoln, State of Wyoming:

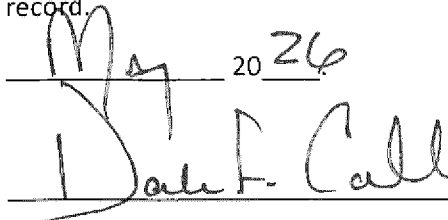
See Exhibit – DESCRIPTION FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 CALL LUMBER TRACT.

Attached hereto and made a part hereof.

TOGETHER WITH all tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

SUBJECT TO taxes, assessments, declarations of Covenants, conditions, and restrictions, reservation, rights-of-way, and easements of sight and/or of record.

WITNESS my hand this 21 day of May 2026

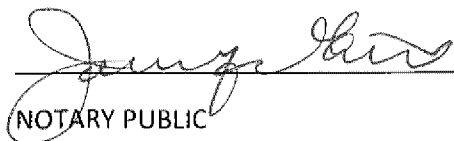


DALE FLOYD CALL, PRESIDENT
CALL READY MIX & LUMBER, INC.

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

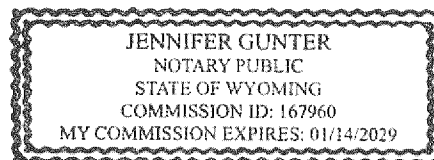
The foregoing Quit Claim Deed was acknowledged before me, the undersigned notary public, on this 21 day of May 2026, by DALE FLOYD CALL, PRESIDENT, CALL READY MIX & LUMBER, INC.

WITNESS my hand and official seal.



NOTARY PUBLIC

My commission expires: 01-14-2029



**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

To-wit: - -

That part of the NE1/4 of Section 24, T32N R119W, Lincoln County, Wyoming, being part of those tracts of record in the Office of the Clerk of Lincoln County in Book 162 of Photostatic Records on page 274, in Book 207 of Photostatic Records on page 357, in Book 611 of Photostatic Records on page 529, in Book 680 of Photostatic Records on page 48, and in Book 1141 of Photostatic Records on page 461, described as follows:

BEGINNING at a position on the east line of said NE1/4, S00°17'00"E, 1027.30 feet, from the northeast corner of said NE1/4;

thence S00°17'00"E, 329.40 feet, along said east line, to the northeast position of Tract C as shown on that plat of record in said Office with Accession No. 654612;

thence S88°41'12"W, 164.67 feet, along the north line of said Tract C, to the northwest bathey thereof;

thence S01°02'48"E, 264.89 feet, along the west line of said Tract C, to the southwest bathey thereof, on the north line of Tract A as shown on said plat with Accession No. 654612;

thence S88°50'30"W, 129.27 feet, along the north line of said Tract A, to the northwest bathey thereof, identical with the northeast bathey of Lot 5 of Amended Rocky Road Industrial Park Third Addition, of record in said Office with Accession No. 1032990;

thence continuing S88°50'30"W, 256.53 feet, along the north line of said Lot 5, to the northwest point thereof;

thence continuing S88°50'30"W, 1091.88 feet, along the westerly prolongation of the north line of said Lot 5, to a point on the west line of said tract in Book 680;

thence N01°11'56"W, 310.66 feet, along said west line, to a northwest point of said tract in Book 680 on the north line of the SW1/4NE1/4 of said Section 24;

thence N89°06'48"E, 274.02 feet, along said north line, to the northeast corner thereof;

thence N00°43'58"W, 295.40 feet, along the west line of the NE1/4NE1/4 of said Section 24, to a point on the westerly prolongation of the south line of North Afton Business Park, of record in said Office with Accession No. 998650;

thence N89°00'20"E, 844.21 feet, along said prolongation and south line, to the southeast point of Lot 8 of said North Afton Business Park, identical with the southwest point of that tract of record in said Office in Book 761 of Photostatic Records on page 593;

thence N89°40'15"E, 527.74 feet, along the south line of said tract in Book 761 and its easterly prolongation, to the **POSITION OF BEGINNING**;

Professional Land Surveyors

HELEN A. SCHERBEL
Wyo. Registration No. 3889
Idaho Registration No. 372111
Utah Registration No. 8026

MARIOWEA SCHERBEL
Wyo. Registration No. 5308

KARL F. SCHERBEL
Wyo. Registration No. 11810
Idaho Registration No. 13493
Utah Registration No. 1223

Surveyor Scherbel, LTD
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Tava Hot Springs, Idaho
Montpelier, Idaho

**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

ENCOMPASSING an area of 19.87 acres, more or less;

the BASE BEARING for this survey is the east line of the NE1/4 of Section 24, T32N R119W, being S00°17'00"E;

it is the intent of this description that the called-for monuments, and not the existing fence lines, control the location of the property lines;

each "position" is a calculated position with no monument found or set;

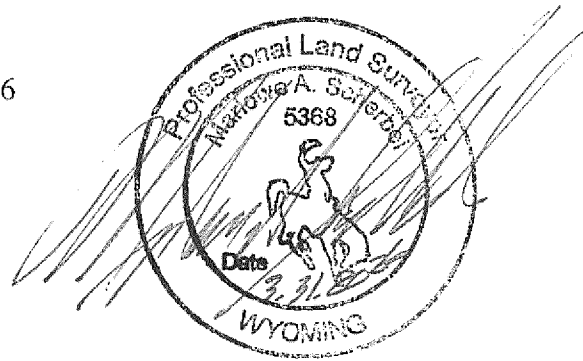
each "corner" found as described in the Corner Record filed or to be filed in the Office of the Clerk of Lincoln County;

each "bathey" marked by a steel T-shaped stake 24" long with a metal cap inscribed, "SURVEY POINT DO NOT DISTURB RLS 164" and/or "PAUL N. SCHERBEL RLS 164 SURVEY POINT";

each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details;

all in accordance with that plat prepared to be filed in the Office of the Clerk of Lincoln County titled, "PLAT OF BOUNDARY ADJUSTMENT FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 AND LINCOLN COUNTY WEED AND PEST DISTRICT IN THE INCORPORATED LIMITS OF THE TOWN OF AFTON WITHIN NE1/4 SECTION 24 T32N R119W LINCOLN COUNTY, WYOMING", dated 31 March 2026, as revised.

31 March 2026



Professional Land Surveyors

SCOTT A. SCHERBEL
Wyo. Registration No. 3880
Utah Registration No. 372111
Idaho Registration No. 8026

MARIOWE A. SCHERBEL
Wyo. Registration No. 5368

YARI F. SCHERBEL
Wyo. Registration No. 11810
Idaho Registration No. 13493
CRETS No. 1223

Surveyor Scherbel, LTD.
Alben, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

Page 2 of 2

Copyright © 2026 by Surveyor Scherbel, Ltd. All rights reserved.
(Town of Afton\T32N R119W\Section 24\Date Call

"Modification in any way of the foregoing description terminates liability of the surveyor."

Surveyor Scherbel, Ltd.
PO BOX 725

AFTON, WY 83110

1045549 6/8/2026 10:19 AM
LINCOLN COUNTY FEES: \$18.00 PAGE 1 OF 3
BOOK: 1170 PAGE: 604 DEED, QCD
APRIL BRUNSKI, LINCOLN COUNTY CLERK



QUIT CLAIM DEED

LINCOLN COUNTY WEED & PEST DISTRICT, Lincoln County, Wyoming, GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby convey, release, and forever QUIT CLAIM to DEE W. CALL LIVING TRUST, dated July 11, 1997, GRANTEE, all such right, title, interest, property, possession, claim and demand, as it may have or ought to have, in or to all the following described property, situated in the County of Lincoln, State of Wyoming:

See Exhibit – DESCRIPTION FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 CALL LUMBER TRACT

Attached hereto and made a part hereof.

TOGETHER WITH all tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

SUBJECT TO taxes, assessments, declarations of Covenants, conditions, and restrictions, reservation, rights-of-way, and easements of sight and/or of record.

WITNESS our hand this 5 day of June 2026.

Jerry Nelson
LINCOLN COUNTY WEED & PEST DISTRICT

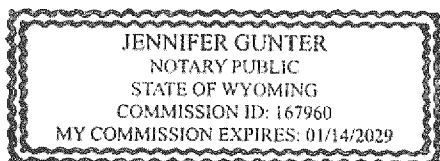
STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing Quit Claim Deed was acknowledged before me, the undersigned notary public, on this 5 day of June 2026, by Jerry Nelson on behalf of LINCOLN COUNTY WEED & PEST DISTRICT, in his capacity as Board Chairman.

WITNESS my hand and official seal.

Jennifer Gunter
NOTARY PUBLIC

My commission expires: 01-14-2029



**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

To-wit: - -

That part of the NE1/4 of Section 24, T32N R119W, Lincoln County, Wyoming, being part of those tracts of record in the Office of the Clerk of Lincoln County in Book 162 of Photostatic Records on page 274, in Book 207 of Photostatic Records on page 357, in Book 611 of Photostatic Records on page 529, in Book 680 of Photostatic Records on page 48, and in Book 1141 of Photostatic Records on page 461, described as follows:

BEGINNING at a position on the east line of said NE1/4, S00°17'00"E, 1027.30 feet, from the northeast corner of said NE1/4;

thence S00°17'00"E, 329.40 feet, along said east line, to the northeast position of Tract C as shown on that plat of record in said Office with Accession No. 654612;

thence S88°41'12"W, 164.67 feet, along the north line of said Tract C, to the northwest bathey thereof;

thence S01°02'48"E, 264.89 feet, along the west line of said Tract C, to the southwest bathey thereof, on the north line of Tract A as shown on said plat with Accession No. 654612;

thence S88°50'30"W, 129.27 feet, along the north line of said Tract A, to the northwest bathey thereof, identical with the northeast bathey of Lot 5 of Amended Rocky Road Industrial Park Third Addition, of record in said Office with Accession No. 1032990;

thence continuing S88°50'30"W, 256.53 feet, along the north line of said Lot 5, to the northwest point thereof;

thence continuing S88°50'30"W, 1091.88 feet, along the westerly prolongation of the north line of said Lot 5, to a point on the west line of said tract in Book 680;

thence N01°11'56"W, 310.66 feet, along said west line, to a northwest point of said tract in Book 680 on the north line of the SW1/4NE1/4 of said Section 24;

thence N89°06'48"E, 274.02 feet, along said north line, to the northeast corner thereof;

thence N00°43'58"W, 295.40 feet, along the west line of the NE1/4NE1/4 of said Section 24, to a point on the westerly prolongation of the south line of North Afton Business Park, of record in said Office with Accession No. 998650;

thence N89°00'20"E, 844.21 feet, along said prolongation and south line, to the southeast point of Lot 8 of said North Afton Business Park, identical with the southwest point of that tract of record in said Office in Book 761 of Photostatic Records on page 593;

thence N89°40'15"E, 527.74 feet, along the south line of said tract in Book 761 and its easterly prolongation, to the **POSITION OF BEGINNING**;

Professional Land Surveyors

HELEN A. SCHERBEL
Wyo. Registration No. 3889
Idaho Registration No. 372111
Utah Registration No. 8026

MARIOWEA SCHERBEL
Wyo. Registration No. 5308

KARL F. SCHERBEL
Wyo. Registration No. 11810
Idaho Registration No. 13493
Utah Registration No. 1223

Surveyor Scherbel, LTD
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Tava Hot Springs, Idaho
Montpelier, Idaho

**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

ENCOMPASSING an area of 19.87 acres, more or less;

the BASE BEARING for this survey is the east line of the NE1/4 of Section 24, T32N R119W, being S00°17'00"E;

it is the intent of this description that the called-for monuments, and not the existing fence lines, control the location of the property lines;

each "position" is a calculated position with no monument found or set;

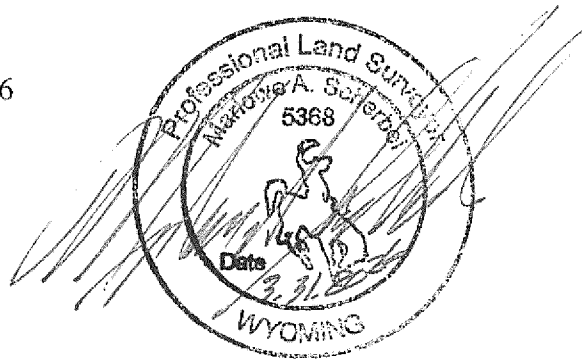
each "corner" found as described in the Corner Record filed or to be filed in the Office of the Clerk of Lincoln County;

each "bathey" marked by a steel T-shaped stake 24" long with a metal cap inscribed, "SURVEY POINT DO NOT DISTURB RLS 164" and/or "PAUL N. SCHERBEL RLS 164 SURVEY POINT";

each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details;

all in accordance with that plat prepared to be filed in the Office of the Clerk of Lincoln County titled, "PLAT OF BOUNDARY ADJUSTMENT FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 AND LINCOLN COUNTY WEED AND PEST DISTRICT IN THE INCORPORATED LIMITS OF THE TOWN OF AFTON WITHIN NE1/4 SECTION 24 T32N R119W LINCOLN COUNTY, WYOMING", dated 31 March 2026, as revised.

31 March 2026



Professional Land Surveyors

SCOTT A. SCHERBEL
Wyo. Registration No. 3880
Utah Registration No. 372111
Idaho Registration No. 8026

MARIOWE A. SCHERBEL
Wyo. Registration No. 5368

VARI F. SCHERBEL
Wyo. Registration No. 11810
Idaho Registration No. 13493
CRETS No. 1223

Surveyor Scherbel, LTD.
Alben, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

Page 2 of 2

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(Town of Afton/T32N R119W/Section 24/Date Call

"Modification in any way of the foregoing description terminates liability of the surveyor."

Surveyor Scherbel, Ltd.
PO BOX 725

AFTON, WY 83110

1045548 6/8/2026 10:18 AM
LINCOLN COUNTY FEES: \$18.00 PAGE 1 OF 3
BOOK: 1170 PAGE: 601 DEED, QCD
APRIL BRUNSKI, LINCOLN COUNTY CLERK



QUIT CLAIM DEED

RICHARD VALDEE KENNINGTON and CECILIA DALE KENNINGTON, husband and wife, of Afton, WY 83110, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby convey, release, and forever QUIT CLAIM to DEE W. CALL LIVING TRUST, dated July 11, 1997, GRANTEE, all such right, title, interest, property, possession, claim and demand, as they may have or ought to have, in or to all the following described property, situated in the County of Lincoln, State of Wyoming:

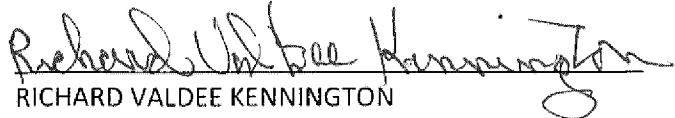
See Exhibit – DESCRIPTION FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 CALL LUMBER TRACT

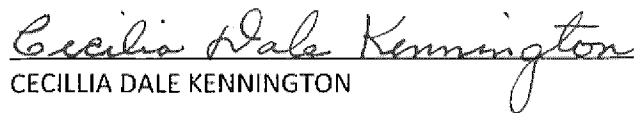
Attached hereto and made a part hereof.

TOGETHER WITH all tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

SUBJECT TO taxes, assessments, declarations of Covenants, conditions, and restrictions, reservation, rights-of-way, and easements of sight and/or of record.

WITNESS our hand this 2nd day of June 2026.

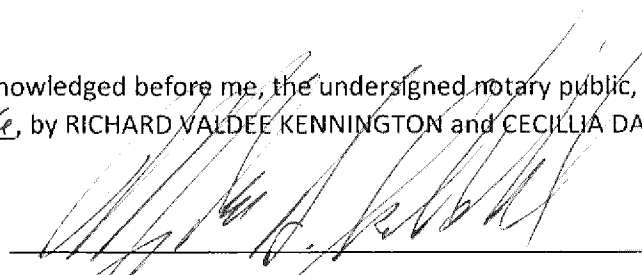

RICHARD VALDEE KENNINGTON


CECILIA DALE KENNINGTON

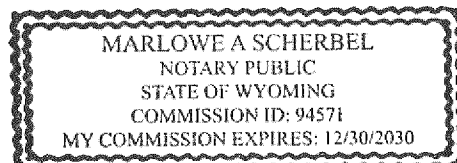
STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing Quit Claim Deed was acknowledged before me, the undersigned notary public, on this 2nd day of June 2026, by RICHARD VALDEE KENNINGTON and CECILIA DALE KENNINGTON.

WITNESS my hand and official seal.


NOTARY PUBLIC

My commission expires: 12.30.2030



**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

To-wit: - -

That part of the NE1/4 of Section 24, T32N R119W, Lincoln County, Wyoming, being part of those tracts of record in the Office of the Clerk of Lincoln County in Book 162 of Photostatic Records on page 274, in Book 207 of Photostatic Records on page 357, in Book 611 of Photostatic Records on page 529, in Book 680 of Photostatic Records on page 48, and in Book 1141 of Photostatic Records on page 461, described as follows:

BEGINNING at a position on the east line of said NE1/4, S00°17'00"E, 1027.30 feet, from the northeast corner of said NE1/4;

thence S00°17'00"E, 329.40 feet, along said east line, to the northeast position of Tract C as shown on that plat of record in said Office with Accession No. 654612;

thence S88°41'12"W, 164.67 feet, along the north line of said Tract C, to the northwest bathey thereof;

thence S01°02'48"E, 264.89 feet, along the west line of said Tract C, to the southwest bathey thereof, on the north line of Tract A as shown on said plat with Accession No. 654612;

thence S88°50'30"W, 129.27 feet, along the north line of said Tract A, to the northwest bathey thereof, identical with the northeast bathey of Lot 5 of Amended Rocky Road Industrial Park Third Addition, of record in said Office with Accession No. 1032990;

thence continuing S88°50'30"W, 256.53 feet, along the north line of said Lot 5, to the northwest point thereof;

thence continuing S88°50'30"W, 1091.88 feet, along the westerly prolongation of the north line of said Lot 5, to a point on the west line of said tract in Book 680;

thence N01°11'56"W, 310.66 feet, along said west line, to a northwest point of said tract in Book 680 on the north line of the SW1/4NE1/4 of said Section 24;

thence N89°06'48"E, 274.02 feet, along said north line, to the northeast corner thereof;

thence N00°43'58"W, 295.40 feet, along the west line of the NE1/4NE1/4 of said Section 24, to a point on the westerly prolongation of the south line of North Afton Business Park, of record in said Office with Accession No. 998650;

thence N89°00'20"E, 844.21 feet, along said prolongation and south line, to the southeast point of Lot 8 of said North Afton Business Park, identical with the southwest point of that tract of record in said Office in Book 761 of Photostatic Records on page 593;

thence N89°40'15"E, 527.74 feet, along the south line of said tract in Book 761 and its easterly prolongation, to the **POSITION OF BEGINNING**;

Professional Land Surveyors

HELEN A. SCHERBEL
Wyo. Registration No. 3889
Idaho Registration No. 372111
Utah Registration No. 8026

MARIOWEA SCHERBEL
Wyo. Registration No. 5308

KARL F. SCHERBEL
Wyo. Registration No. 11810
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Surveyor Scherbel, LTD
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Tava Hot Springs, Idaho
Montpelier, Idaho

**DESCRIPTION FOR
DEE W. CALL LIVING TRUST, DATED JULY 11, 1997
CALL LUMBER TRACT**

ENCOMPASSING an area of 19.87 acres, more or less;

the BASE BEARING for this survey is the east line of the NE1/4 of Section 24, T32N R119W, being S00°17'00"E;

it is the intent of this description that the called-for monuments, and not the existing fence lines, control the location of the property lines;

each "position" is a calculated position with no monument found or set;

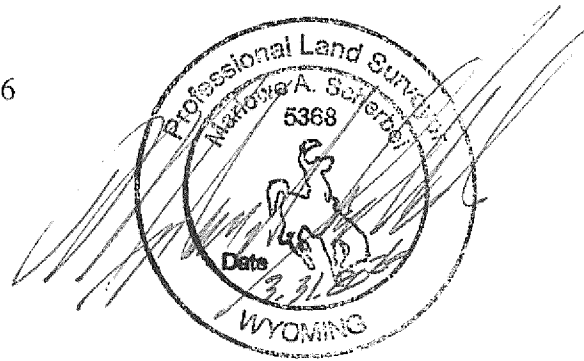
each "corner" found as described in the Corner Record filed or to be filed in the Office of the Clerk of Lincoln County;

each "bathey" marked by a steel T-shaped stake 24" long with a metal cap inscribed, "SURVEY POINT DO NOT DISTURB RLS 164" and/or "PAUL N. SCHERBEL RLS 164 SURVEY POINT";

each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details;

all in accordance with that plat prepared to be filed in the Office of the Clerk of Lincoln County titled, "PLAT OF BOUNDARY ADJUSTMENT FOR DEE W. CALL LIVING TRUST, DATED JULY 11, 1997 AND LINCOLN COUNTY WEED AND PEST DISTRICT IN THE INCORPORATED LIMITS OF THE TOWN OF AFTON WITHIN NE1/4 SECTION 24 T32N R119W LINCOLN COUNTY, WYOMING", dated 31 March 2026, as revised.

31 March 2026



Professional Land Surveyors

SCOTT A. SCHERBEL
Wyo. Registration No. 3880
Utah Registration No. 372111
Idaho Registration No. 8026

MARIOWE A. SCHERBEL
Wyo. Registration No. 5368

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Surveyor Scherbel, LTD.
Alben, Wyoming
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Page 2 of 2

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(Town of Afton/T32N R119W/Section 24/Date Call

"Modification in any way of the foregoing description terminates liability of the surveyor."



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **JOE DORY** and **SHARON H. DORY**, P.O. Box 645, Afton, Wyoming 83110, GRANTORS, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to **IRON DOCTOR BUILDING, LLC**, a Wyoming limited liability company, P.O. Box 645, Afton, Wyoming 83110, GRANTEE, and its successors and assigns forever, that real property in Afton, Wyoming, more particularly described as:

That real property described in the Warranty Deed recorded in the land records of Lincoln County, Wyoming on June 28, 2004 in Book 560 at Page 24 as Instrument No. 900505, a copy of which is attached hereto.

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

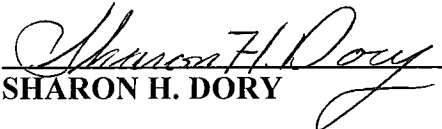
Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

PIN: 12-3219.24.1.00.394.00.

WITNESS our hands this 7th day of October, 2021.



JOE DORY

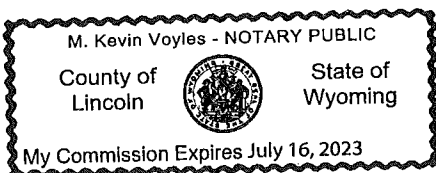


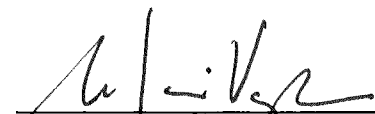
SHARON H. DORY

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

ACKNOWLEDGED before me on this, the 7th day of October, 2021, by **JOE DORY** and **SHARON H. DORY**.

WITNESS my hand and official seal.





NOTARY PUBLIC

My Commission expires: 07/16/2023

WHEN RECORDED RETURN TO:

Joe and Sharon Dory
PO Box 645
Afton, WY 83110

SEND TAX NOTICE TO:

Joe and Sharon Dory
PO Box 645
Afton, WY 83110

RECEIVED
LINCOLN COUNTY CLERK

JAN 28 AM 9:27

JEANNE WAGNER
CLERK

900505

WARRANTY DEED

For good and other valuable consideration,

BOOK 560 PR PAGE 024

Eugene S. Call and Elaine J. Call

do hereby convey and warrant to

Joe Dory and/or Sharon H. Dory

all their interest in and to the following described real property in Lincoln County and the state of Wyoming:

Commencing at the southeast corner of the S1/2 of the NE1/4 of Section 24, T32N, R119W, in Lincoln County, Wyoming;
thence N00°-17'-60"W, 494.69 feet, along the east line of said S1/2NE1/4, to a spike;
thence S89°-07'-57"W, 545.27 feet, to a point;
thence N00°-27'-46"W, 22.40 feet, to the POINT OF BEGINNING at an existing fence corner;
thence continuing N00°-27'-46"W, 472.17 feet, to a point;
thence S89°-07'-15"W, 566.75 feet, to a point;
thence S00°-27'-46"W, 473.98 feet, to a point on an existing east/west fence line;
thence N88°-56'-15"E, 566.77 feet, along said east/west fence line, to the POINT OF BEGINNING;
ENCOMPASSING an area of **6.17** acres more or less.

TOGETHER WITH the right of ingress contained in document recorded December 24, 1996, in Book 392PR on page 113 of the records of Lincoln County Clerk.

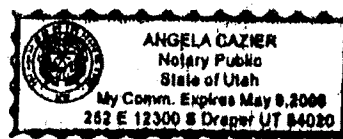
Eugene S. Call
Eugene S. Call

Elaine J. Call
Elaine J. Call

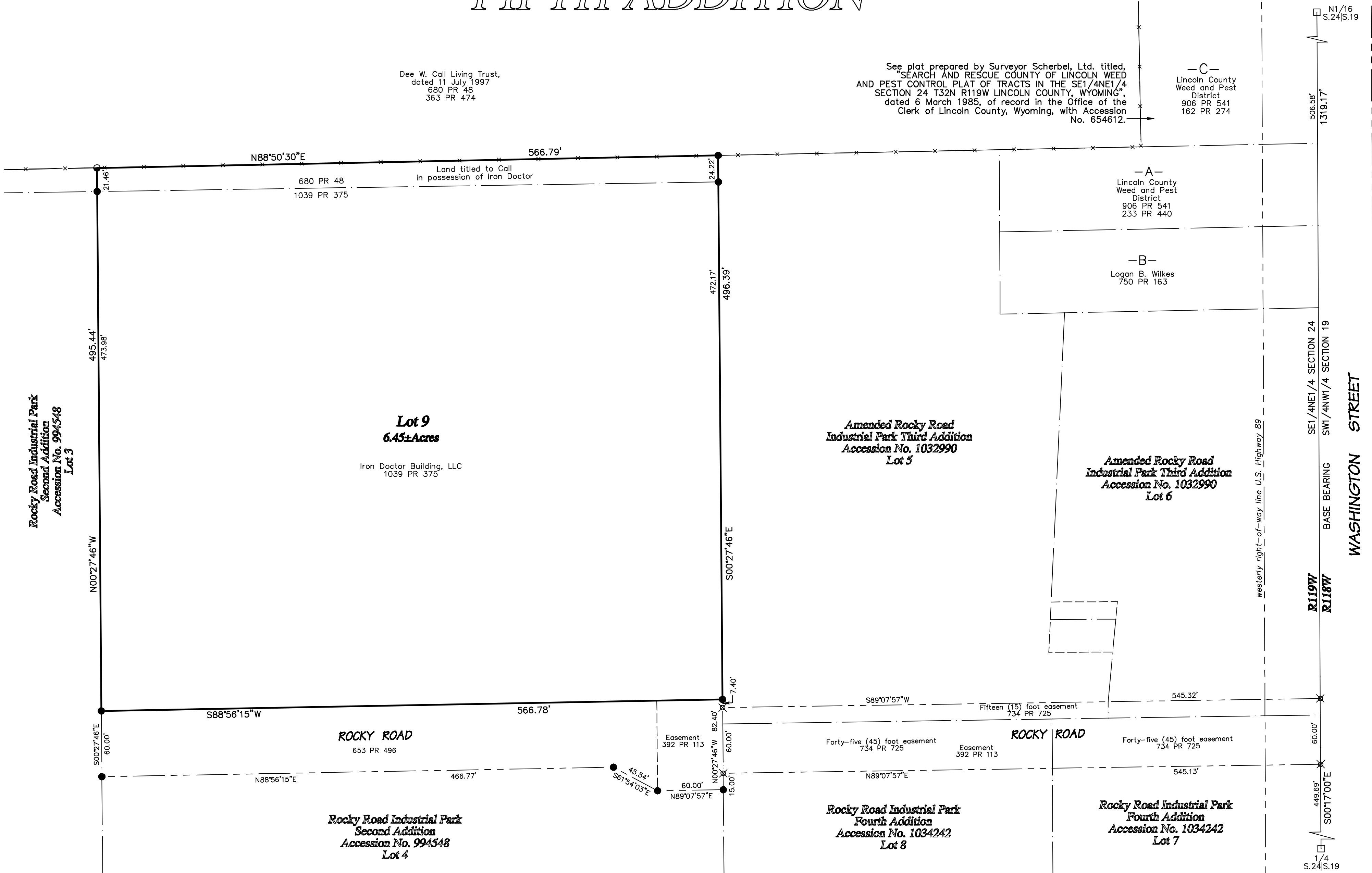
STATE OF WYOMING ^{Wish}
COUNTY OF LINCOLN ²⁴ Salt Lake

The foregoing instrument was acknowledged before me by Eugene S. Call and Elaine J. Call this January 27, 2004.

Notary Public



ROCKY ROAD INDUSTRIAL PARK FIFTH ADDITION



LEGEND

- indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
- indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details, found.
- indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details, set this survey.
- ✕ indicates a calculated position, no monument found or set.
- indicates a platted lot line or deed line of record.
- - - - - indicates an existing fence line.
- - - - - indicates an easement line.
- - - - - indicates a right-of-way line.

The Base Bearing for this survey is the east line of the NE1/4 of Section 24, T32N R119W, being S00°17'00"E.

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

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING }
COUNTY OF LINCOLN } ss.
The foregoing **ROCKY ROAD INDUSTRIAL PARK FIFTH ADDITION** was approved at the regular meeting of the Town Council held on this ____ day of ____, 2026, in accordance with Section 15-1-415 and Sections 34-12-102 and 34-12-103, Wyoming Statutes 2026, as amended.

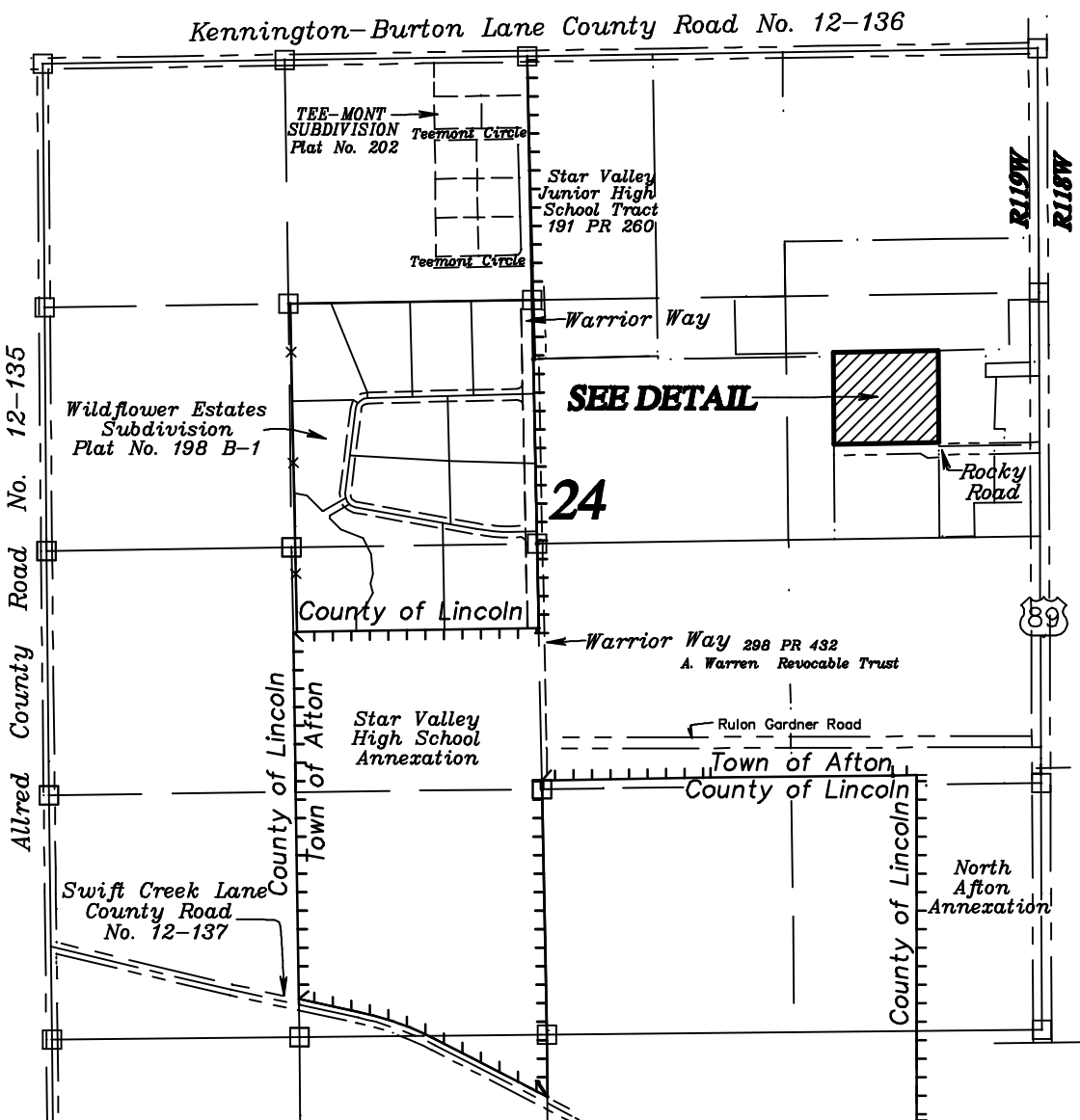
Tina McGarvey, Clerk Jeffrey Jensen, Mayor

TOWN OF AFTON Planning and Zoning Commission

The said Addition was approved at the regular meeting of the Planning and Zoning Commission held on this ____ day of ____, 2026.

Justin Day, Chairman

LOCATION MAP T32N R119W



SCALE: 1" = 1000'

CERTIFICATE OF OWNERS

STATE OF WYOMING }
COUNTY OF LINCOLN } ss.
The undersigned do hereby certify that this Addition within the SE1/4NE1/4 of Section 24, T32N R119W, in the incorporated limits of the Town of Afton, Lincoln County, Wyoming, as shown hereon and more particularly described under the Certificate of Surveyor, is with the free consent and is in accordance with the desires of the undersigned owners and proprietors of said lands:

that the name of the Addition shall be **ROCKY ROAD INDUSTRIAL PARK FIFTH ADDITION**;

that Rocky Road, as shown hereon, is a private road, and that the undersigned do hereby affirm the appurtenant easement to Lot 9 of this Addition, as shown hereon;

that the Addition is subject to easements of record in the Office of the Clerk of Lincoln County;

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

Dee W. Call Living Trust, dated 11 July 1997

Dale Floyd Call, Trustee

The foregoing instrument was acknowledged before me by Dale Floyd Call, Trustee of the Dee W. Call Living Trust, dated 11 July 1997, this ____ day of ____, 2026.

Witness my hand and official seal.

Notary Public
My Commission expires:

Iron Doctor Building, LLC

Sharon Dory, Managing Member

The foregoing instrument was acknowledged before me by Sharon Dory, Managing Member of Iron Doctor Building, LLC this ____ day of ____, 2026.

Witness my hand and official seal.

Notary Public
My Commission expires:

OWNERS:

Dee W. Call Living Trust,
dated 11 July 1997
P.O. Box 186
Grover, WY 83122

Iron Doctor Building, LLC
P.O. Box 645
Afton, Wyoming 83110

SURVEYOR:

Surveyor Scherbel, Ltd
P.O. Box 725
Afton, WY 83110

DATE:

July 2026

LAND USE TABLE:

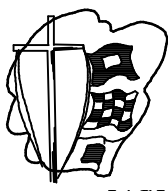
Total Number of Lots:	1
Average Lot Size:	6.45± Acres
Total Acres:	6.45± Acres
Zoning:	GC- General Commercial District

**ROCKY ROAD INDUSTRIAL PARK
FIFTH ADDITION**
IN THE INCORPORATED LIMITS
OF THE TOWN OF AFTON
WITHIN
SE1/4NE1/4 SECTION 24
T32N R119W
LINCOLN COUNTY, WYOMING

CERTIFICATE OF RECORDATION

This plot was filed for record in the Office of the Clerk of Lincoln County on this ____ day of ____, 2026.

April Brunski, Clerk



SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS

BOX 96 BIG BEND PARK MARIETTA, WYO 83119 TEL 307-276-3947
BOX 725 AFTON, WYO 83110 TEL 307-285-9319 ALPINE, WYO 83122 TEL 307-285-9319
JACKSON, WYO TEL 307-283-5903; LAVA, ID TEL 208-776-5930; MONTPELIER, ID TEL 208-847-2800

6/24/2026 - SSL to review
REVISED:

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AFTON TOWN COUNCIL
PLANNING & ZONING BOARD STAFF REPORT
Rocky Road Industrial Park Fifth Addition
Simple Subdivision Application
HEARING TIME AND DATE: 5:30 P.M., August 11, 2026
HEARING LOCATION: Afton Town Hall, Council Room, 416 Washington St., Afton, WY

APPLICANTS: Iron Doctor Building, LLC % Sharon Dory & Dee W. Living Trust (Dale Call)

PROJECT NAME: Rocky Road Industrial Park Fifth Addition

ZONING: GC - General Commercial

REPRESENTATIVE: Surveyor Scherbel, LTD

PROPOSAL: The Applicant submits an Advanced Plat for the purpose of Simple Subdivision for the purpose of Boundary adjustment. The proposal will create Lot 9 of the Rocky Road Industrial Park Fifth Addition to the Town of Afton.

FACTUAL DATA:

Current Zone: GC

Number of Lots: 1 new lot

Total Acres: 6.45 ± acres

ATTACHMENTS:

1. Simple Subdivision Application
 2. Advanced Plat
-

SERVICES:

Water: Afton Water

Sewer: Afton Sewer

PLANNING & ZONING BOARD RECOMMENDATION:

The Planning & Zoning Board recommends that the Afton Town Council **Approve** the proposed Simple Subdivision Application and new Advanced plat, with;

- Findings of Approval A. and B.
- Conditions of Approval 1 and 2.

FINDINGS OF APPROVAL:

- A. The original application was complete and is consistent with the procedural requirements outlined in Chapter 2 of the Afton Land Development Code, Section 17-2-4.1. Simple Subdivision Review and Approval Process.
-

- a. The Zoning Administrator had confirmed the completeness of the application.
 - b. The Zoning Administrator had confirmed receipt of the required filing fees.
- B. The proposal is consistent with the subdivision development standards and design criteria outlined in Chapter 5 and Chapter 3 of the Afton Land Development.
 - a. The application is for the creation of Lot 9 of the Rocky Road Industrial Park Fifth Additions to shear up property boundaries lines with existing fences.

CONDITIONS OF APPROVAL:

- 1. Significant alterations to the Final Plat shall require further permitting.
- 2. The final Plat shall be filed within two years of approval.

BACKGROUND:

The Applicant submits an Advanced Plat for the purpose of creating Lot 9 of the Rocky Road Industrial Park Fifth Addition for the purpose of sheering up property boundary lines with existing fences.

APPLICATION FOR CATERING PERMIT
(Updated February 2023)

The applicant hereby applied for a twenty-four (24) hour permit authorized under W.S. § 12-4-502 (b) (1997) to sell alcoholic beverages. This permit, if granted, shall be valid only for the twenty-four (24) hour period designated herein. The applicant hereby represents and warrants as follows:

1. The applicant's name is: Crystal Magee of CandG, LLC
2. That the applicant is a resident of the State of Wyoming whose resident address is:
628 Griffey Lane, Afton WY 83110
3. That the applicant is over twenty-one (21) years of age, and the date of birth is:
11-7-77
4. That the date and hours of the permit to be valid is: 12-10pm 8/21/26
5. The location and description of the room or place the permit will be in use is:
Civic center
6. That the applicant has had less than twenty-four (24) catering permits issued by the Town of Afton during this calendar year.
7. That this permit application is authorized because it is one of the following events:
☐ Meetings
☐ Conventions
☐ Private Parties and Dinners
☒ Other similar gatherings (specify) Appreciation Event for Wall that heals participants.
8. The date of issuance and jurisdiction issuing my retail liquor license is:
Date: 7/9/25
Jurisdiction: Town of Afton
City or Town of: Afton
County of: Lincoln
 - a. If the retail liquor license has been issued by a jurisdiction other than the Town of Afton, the applicant must attach to this application written approval of said permit application.
 - b. The reason why the gathering is not capable of being held in the licensee's premise is
The event is being held at the Civic Center.
9. The applicant understands the following:
 - a. That the permit applied for it **not** transferable.
 - b. That the applicant is subject to all laws of the State of Wyoming pertaining to the sale of alcoholic and malt beverages to minors.

c. That this permit does not authorize the sale of packaged liquor off the premises.

10. That I have hereto attached the Catering Permit application fee in the amount of \$ 50.00.

*All licensee's may, with the approval of the local licensing authority, open the dispensing room at 6:00 a.m. and shall close the dispensing room and cease the sale of alcoholic and malt beverages promptly at the hour of 2:00 a.m. the following day. In addition, licensees shall clear the dispensing room of all persons other than employees by 2:00 a.m. {Wyoming Statue §12-4-502 (c)}

SIGNATURE AND VERIFICATION

I have read and completed the foregoing application and the information provided therein is true and correct.

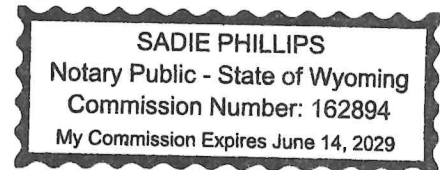
Dated this 27th day of May, 20 26.
Crystal L. Magee
APPLICANT

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Crystal L. Magee
this 27 day of May, 20 26

Sadie Phillips
NOTARY PUBLIC

My commission expires: June 14, 2029





CERTIFICATE OF COMPLETION

This certifies that

AARON A MOSBACHER

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
09/24/2024



Expiration Date
09/24/2027



Certificate #
ON-000034933091

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 09/24/2024
Certificate #: ON-000034933091

AARON A MOSBACHER
2668 ST HWY 238
AUBRUN WY 83111

CERTIFIED

Expires: 09/24/2027



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

RECEIVED

JUL 22 2026

APPLICATION FOR LIMITED MALT BEVERAGE PERMIT
(Updated February 2023)

The applicant hereby applied for a twenty-four (24) hour permit authorized under W.S. § 12-4-502 (b) (1997) to sell malt beverages. This permit, if granted, shall be valid only for the twenty-four (24) hour period designated herein. The applicant hereby represents and warrants as follows:

1. The applicant's name is: Hayden Hillyard / Afton Volunteer Fire Department
2. That the applicant is a resident of the State of Wyoming whose resident address is:
1060 Mountain Dell Circle Afton, WY 83110
3. That the applicant is over twenty-one (21) years of age, and the date of birth is:
07/24/1996
4. That the date and hours of the permit to be valid is: 8/23/26 8:00 am - 4:00 pm
5. The location and description of the room or place the permit will be in use is:
Valli Vu Golf Course
6. That the applicant has had less than twelve (12) malt beverage permits issued by the Town of Afton during this calendar year.
7. That this permit application is authorized because it is one of the following events:
 - ☐ Picnic
 - ☐ Bazaar
 - ☐ Fair
 - ☐ Rodeo
 - ☐ Special Holiday (specify) _____
 - ☒ Other public gathering (specify) Golf Tournament / Fundraiser for AVFD
8. The applicant understands the following:
 - a. That the permit applied for is not transferrable.
 - b. That the applicant is subject to all laws of the state of Wyoming pertaining to the sale of alcohol or malt beverages to minors.
 - c. That this permit does not authorize the sale of packaged liquor or malt beverages off the premises.
 - d. That this permit authorizes the applicant to sell on the above specified premises, malt beverages only. This permit does not grant the applicant the ability to sell liquor.
9. That I have hereto attached the Malt Beverage Permit application fee in the amount of \$ 50⁰⁰.

SIGNATURE AND VERIFICATION

I have read and completed the foregoing application and the information provided therein is true and correct.

Dated this 22nd day of July, 20 26.

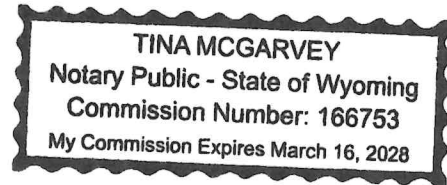

APPLICANT

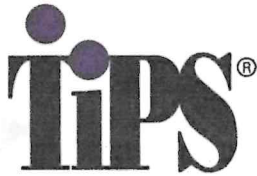
STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Hayden Hillyard
this 23rd day of July, 20 26.


NOTARY PUBLIC

My commission expires: March 16, 2028





CERTIFICATE OF COMPLETION

This certifies that

Hayden R Hillyard

is awarded this certificate for

TIPS Wyoming On-Premise Alcohol Server Training



Hours
4.00



Completion Date
08/04/2025



Expiration Date
08/03/2028



Certificate #
WY-ON-000039052389

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



WY On-Premise

Issued: 08/04/2025

Certificate #: WY-ON-000039052389

CERTIFIED

Expires: 08/03/2028

Hayden R Hillyard

1060 Mountain Dell Circle, Afton, WY, USA
Afton WY 83110



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

LEASE AGREEMENT

AN AGREEMENT of lease made this _____ day of August 2026, between The Town of Afton, a Wyoming Municipal Corporation (Landlord), and the Afton Child Development Center (Tenant).

WITNESSETH:

1. Description of Lease Property.

The Landlord leases to the Tenant the property located within the Town of Afton (the leased property) more particularly described as follows:

675 S. Washington Street, Afton, Wyoming

2. Tenant's Acceptance of Property.

At the commencement of the term, the Tenant shall accept the leased premises and improvements in their existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

3. Term

The term of this lease shall be for one (1) year, commencing on September 1, 2026, and ending on August 31, 2027, both dates inclusive, unless sooner terminated as herein provided.

4. Rent.

The Tenant shall pay to the Landlord the annual rent of one dollar (\$1.00). The Tenant shall pay casualty and liability insurance on the property.

5. Use for Specific Purpose.

The Tenant shall use the leased property solely for the purpose of a Child Development Center. The Tenant will not, without the Landlord's written consent, permit the leased property to be occupied by any person, firm, or corporation other than the Tenant. The Tenant recognizes that this restriction on the type of use of the leased property is a material consideration for the Landlord to enter into this lease.

6. Maintenance.

Tenant shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the leased premises and every part thereof.

7. Tenant's Obligation to Comply with Applicable Laws.

The Tenant shall, at its sole expense, promptly comply with laws and regulations of all federal, state, and municipal governments and appropriate departments, commissions, authorities, boards, and their officers, or any other body now or hereafter exercising similar functions, which may be applicable to the leased property, the fixtures and equipment therein.

8. Surrender at Termination of Term.

At expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear and damages by the elements expected.

9. Improvements by the Tenant.

No alteration, addition, or improvement to the leased property shall be made by the Tenant without the written consent of the Landlord any alteration, addition, or improvement made, and any fixtures installed, by the Tenant after such consent is given, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

10. Utilities.

The Tenant shall pay or cause to be paid all charges for electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the demised premises throughout the term of this lease, and to indemnify the Landlord and save it harmless against any liability or damages on such account.

11. Landlord's Access to Leased Premises.

Tenant shall permit Landlord or Landlord's agents to inspect or examine the leased premises at any reasonable time and shall permit Landlord to make such repairs, alterations, improvements, or additions in the leased premises or to buildings of which the leased premises is a part, that Landlord may deem desirable or necessary or which Tenant has covenanted herein to do and has failed so to do, without the same being construed as an eviction of Tenant in whole or in part and the rent shall in no manner abate while such repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work.

12. Insurance Coverage.

The Tenant shall keep the leased property insured throughout the term of this lease against claims for personal injury or property damage, under a policy of general public liability insurance with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$300,000/ \$500,000 in respect of bodily injury, and \$100,000 for property damage. The Tenant shall keep the leased property insured against loss throughout the term of the lease. A policy covering the value of the premises.

13. Indemnification.

Tenant shall defend, indemnify and hold Landlord harmless from and against any claim, loss, expense, or damage to any person or property in or upon the demised premises or any area allocated to or used exclusively by Tenant or its agents, employees, or invitees, arising out of Tenant's use or occupancy of said premises, or any act or neglect of Tenant or Tenant's servants, employees or agents, or any change, alteration, or improvement made by Tenant in the leased premises.

14. Termination.

This lease may be terminated by the Landlord at any time as a result of a breach of this agreement by the Tenant. It may be terminated by either party upon giving of six (6) months' written notice.

15. Notice.

All notices and communications are required to be sent pursuant to the terms of this lease, shall be given by personal delivery or be sent by United States mail as follows:

By Tenant to Landlord:

Town of Afton

PO Box 310

Afton, WY 83110

By Landlord to Tenant:

Lincoln- Uinta Child Development Association

PO Box 877

Afton, WY 83110

16. Governing Law.

The laws of the State of Wyoming shall govern the validity, performance, and enforcement of this lease. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

17. Plural, Singular, Gender.

Any word contained in the text of this lease shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

18. Grammatical Usage.

In construing this lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

19. Additional Instruments to be Executed.

The parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this lease whenever occasion shall arise and request for such instruments shall be made.

20. Parties have Relationship of Landlord and Tenant.

Nothing contained in this lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

21. Captions for Convenience.

The caption of this lease are for convenience only, are not a part of the lease, and do not in any way limit or amplify the terms and provisions hereof.

22. Entire Agreement.

This lease contains all of the agreements and representations between the parties. None of the terms of this lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

23. No Waivers.

No delay in exercising or omission of the right to exercise any right or power by Landlord shall impair any such right or power, or shall be construed as a waiver of any breach or default, or as acquiescence thereof. One or more waivers of any covenants, term or condition of this lease by Landlord shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by Landlord to or any act by the Tenant of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

BY: _____

Jeffrey Jensen, Mayor
Town of Afton

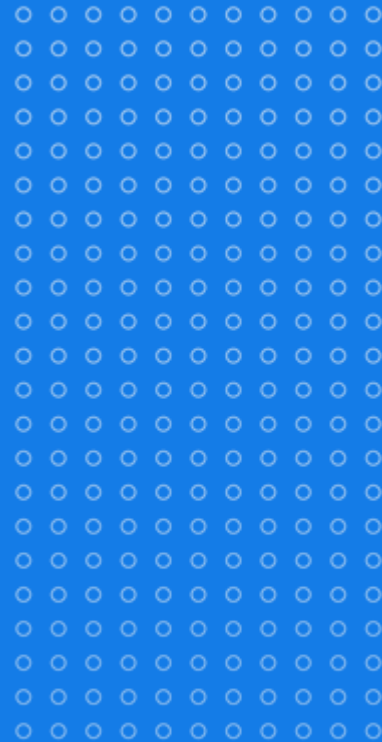
BY: _____

Lincoln- Uinta Child Development Association

Pre-Renewal Summary For
Lincoln Uinta Child Development Association
Property/Casualty Insurance
Policy Term: 2025-2026

Presented By
Woody Smith

Review Date: February 3, 2026



HUB International Mountain States Limited
728 Main Street
Evanston, WY 82930
(307) 789-3188
www.hubinternational.com

Please note the following regarding this Insurance Review:

THIS REVIEW CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS REVIEW, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.



Primary Contact Verification:

Primary Contact: Amy Gazell
Mailing Address: PO Box 570, Mountain View, WY 82939
Primary Email: agazell@lucda.org
Primary Phone: (307) 782-6602
Mobile Phone:
Preferred: Email

Recent Changes to Discuss:

☐ Y ☐ N	Have you recently purchased or sold property?
☐ Y ☐ N	Do you own any vacant land?
☐ Y ☐ N	Have you recently purchased or sold any recreational vehicles?
☐ Y ☐ N	Do you have an estate plan? When was the last time it was reviewed?
☐ Y ☐ N	Have you made recent changes to ownership? LLC, Trusts, etc.
☐ Y ☐ N	Do you serve on non-profit boards or associations?
☐ Y ☐ N	Do you have plans for domestic or international travel?
☐ Y ☐ N	Are there any additional policies serviced by an agency other than HUB?

Information Summary

First Named Insured: Lincoln Uinta Child Development Association

The First Named Insured will be the insured that is:

- A. Responsible for payment of premium
- B. Authorized to make changes in policy with approval of insurance company
- C. Authorized to cancel the policy
- D. Designated to receive notice of cancellation

Mailing Address: PO Box 570

Mountain View, WY 82939

Coverage Becomes Effective 12:01 A.M. Standard Time at your mailing address.

Locations: See Attached

Effective Date: 8/24/2025



Named Insureds

Lincoln Uinta Child Development Association

NOTE: Review Named Insureds and Property Owners

Please check to ensure all appropriate entities are named. Any entity (including partnerships, corporations, joint ventures, individuals, etc.) not listed above is not included as a Named Insured. Entities with limited interests in policies, such as those who are to be included as an Additional Insured, Loss Payee, Lessor, or Mortgagee, are listed in the relevant coverage sections of this proposal.

Locations

Client: Lincoln Uinta Child Development Association
Policy Term: 8/24/2025 to 8/24/2026

Loc #	Bldg #	Description and Address	City	State	Zip
1	1	Child Care Center/Educational Development Program 675 S. Washington	Afton	WY	83110
2	1	Child Care Center/Educational Development Program 247 Snake River Drive	Alpine	WY	83128
3	1	Child Care Center/Educational Development Program 1001 Highway 414 North	Mountain View	WY	82939
4	1	Child Care Center/Educational Development Program 1013 West Cheyenne Drive, 2nd Floor, BOCES Building	Evanston	WY	82930
5	1	Child Care Center/Educational Development Program 1208 Elk Street	Kemmerer	WY	83101
6	1	Child Care Center/Educational Development Program 250 Van Noy Parkway	Thayne	WY	83127

Property

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Cause of Loss: Special (Including theft)

Blanket Limit:

Loc #	Bldg #	Address			Description		
1	1	675 S. Washington, Afton, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Building		\$444,080		\$1,000	80%	Replacement Cost	
Business Personal Property		\$100,000		\$1,000	80%	Replacement Cost	

Loc #	Bldg #	Address			Description		
2	1	247 Snake River Drive, Alpine, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Building		\$423,000		\$1,000	80%	Replacement Cost	
Business Personal Property		\$100,000		\$1,000	80%	Replacement Cost	

Loc #	Bldg #	Address			Description		
3	1	1001 Highway 414 North, Mountain View, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Business Personal Property		\$150,000		\$1,000	80%	Replacement Cost	
Building		\$1,200,000		\$1,000	80%	Replacement Cost	

Loc #	Bldg #	Address			Description		
4	1	1013 West Cheyenne Drive, Evanston, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Business Personal Property		\$200,000		\$1,000	80%	Replacement Cost	

Loc #	Bldg #	Address			Description		
5	1	1208 Elk Street, Kemmerer, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Business Personal Property		\$100,000		\$1,000	80%	Replacement Cost	

Loc #	Bldg #	Address			Description		
6	1	250 Van Noy Parkway, Thayne, WY			Child Care Center/Educational Development Program		
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation	
Business Personal Property		\$100,000		\$1,000	80%	Replacement Cost	

Inland Marine / Contractor's Equipment

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

The Equipment Floater is designed to insure property that is mobile in nature. A variety of endorsements can be used to customize this policy to fit your specific needs.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Scheduled Equipment – Scheduled

Item #	Site ID	Year	Manufacturer	Model	Description	Serial #	Amount of Insurance
1			Ricoh	Model MP6003	Copier	E195M610125	\$25,000
2			Ricoh	Model MPC3003	Copier	E155M510154	\$12,500
3			Ricoh	Model MPC3003	Copier	E155M51248	\$12,500
4			Ricoh	Model MCP3003	Copier	E155M510164	\$12,500
5			Ricoh	Model MPC3003SPF	Copier	E155M510216	\$12,500
6			Ricoh	Model MPC3003SPF	Copier	E155M510161	\$12,500
7			Ricoh	Model MPC3003SPF	Copier	E155M510231	\$12,500
Total							\$100,000

Terms and Conditions

Terms and Conditions	
Perils	All risks
Policy Deductible	\$1,000
Valuation	Actual cash value

Additional Interests

Name	Description	Comments
Wells Fargo Financial Leasing	Loss Payee	LP on All Copiers

General Liability

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

This type of policy protects your business from claims arising from your legal liability for injury or damages to other people or their property. Coverage payments can include judgments, attorney fees, court costs, or other related expenses as defined in the form.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

General Coverage Information

Coverage Form Used	Occurrence
Coverage Description	Limits
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal Liability	\$100,000
Medical Expense/Medical Payments	\$5,000

Commercial General Liability Schedule of Hazards

Loc #	Classification	Class Code	Basis	Current Exposure	Renewal Exposure
1	Day Care Center - NFP	41716	T	30	
1	Liability Deluxe Day Care	44444	T	IFANY	
1	Park/Playground	46671	T	1	
2	Day Care Center - NFP	41716	T	22	
2	Park/Playground	46671	T	1	
3	Day Care Center - NFP	41716	T	46	
3	Park/Playground	46671	T	1	
4	Day Care Center - NFP	41716	T	115	
4	Park/Playground	46671	T	1	
5	Day Care Center - NFP	41716	T	42	
5	Park/Playground	46671	T	1	
6	Day Care Center - NFP	41716	T	33	
6	Park/Playground	46671	T	1	

(S) Gross Sales – Per \$1,000/Sales
 (M) Admissions – Per 1,000/Admissions
 (C) Total Cost – Per 1,000 Cost
 (T) Other

(A) Area – Per 1,000/Square Feet
 (P) Payroll – Per \$1,000/Payroll
 (U) Unit – Per Unit

Covers the Following

- Premises and Operations
- Products & Completed Operations
- Independent Contractors
- Personal Injury
- Advertising Injury
- Fire Damage Liability (Rented Premises)
- Blanket Contractual Liability
- Host Liquor Liability
- Broad Form Property Damage
- Incidental Medical Malpractice
- Non-Owned Watercraft (under 26 feet)
- Limited Worldwide Products
- Medical Expenses Incurred By Others
- Employees as Additional Insureds

Additional Coverage

Description	Limit	Deductible
Sexual/Physical Abuse or Molestation-Occurrence	\$1,000,000 \$2,000,000	
Wyoming Stop Gap Liability	\$1,000,000 \$1,000,000 \$1,000,000	
Employee Benefits Administration E&O	\$1,000,000 \$1,000,000	
Cyber Security Liability Endorsement	\$25,000 \$15,000 \$25,000	\$1,000
Vicarious Liability Coverage Form - Professional Liability	\$3,000,000 \$1,000,000	
Ultimate Coverage - Crime	\$5,000 \$5,000 \$25,000	\$500

Business Auto

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

This policy can provide a combination of Liability and Physical Damage protection for vehicles owned, maintained, or used by you. Additional coverage, such as medical payments and uninsured motorist protection, can be purchased to customize the policy to fit your particular needs.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Coverage	Covered Auto Symbols	Limit
Limit of Liability	2 8 9	\$1,000,000
Uninsured	7	\$1,000,000
Underinsured Motorist	7	\$1,000,000
Medical Payments	7	\$5,000
Comprehensive	7	See Attached Schedule
Collision	7	See Attached Schedule
Specified Perils		See Attached Schedule

Hired and Non Owned Auto Coverage

Coverage	Included	States	Days / Veh
Hired / Borrowed Auto Liability	Y	WY	
Non-Owned Auto Liability	Y	WY	

Vehicle Schedule

Veh #	Insured ID	Year	Make	Model	VIN #	Garage Loc	Liability	Med Pay	No Fault	UM / UIM	Valuation*	Specified Causes of Loss Ded	Comp Ded	Collision Ded
1		2003	Chevrolet	c5500	1GBE5F1E43F515772	Thayne, WY	X	X		X / X	/A		\$500	\$1,000
2		2003	Chevrolet	c5500	1GBE5F1E33F515567	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
3		2004	Pontiac	Vibe	5Y2SM62824Z423716	Afton, WY	X	X		X / X	/A		\$500	\$1,000
4		2005	Chevrolet	c5500	1GBE5V1E65F501434	Afton, WY	X	X		X / X	/A		\$500	\$1,000
5		2011	Chevrolet	Equinox	2CNFLCEC3B6261828	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
6		2012	Freightliner	Chassis	4UZABRDT8CCBH5259	Evanston, WY	X	X		X / X	/A		\$500	\$1,000
7		2013	Chevrolet	Equinox	2GNFLCEK4D6288512	Mountain View, WY	X	X		X / X	/A		\$500	\$1,000
8		2013	Freightliner	Chassis	4UZABRDT6DCFB6269	Mountain View, WY	X	X		X / X	/A		\$500	\$1,000
9		2016	Chevrolet	Equinox	2GNFLEEK2G6244167	Afton, WY	X	X		X / X	/A		\$500	\$1,000
10		2014	Chevrolet	Equinox	2GNFLEEK2E6346064	Evanston, WY	X	X		X / X	/A		\$500	\$1,000
11		2017	Freightliner	Chassis	4UZABRDT3HCJA5334	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
12		2020	Chevrolet	Equinox	2GNAXSEV9L6207974	Evanston, WY	X	X		X / X	/A		\$500	\$1,000
13		2020	Chevrolet	Silverado	3GCUYDED7LG354756	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
14		2022	Thomas	251TS	4UZABRFH0NCMW3466	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
15		2022	Thomas	251TS	4UZABRFH9NCMW3465	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
16		2022	Chevrolet	Equinox	3GNAX5EV4NS113152	Alpine, WY	X	X		X / X	/A		\$500	\$1,000
17		2022	Chevrolet	Equinox	2GNAX5EV9N6124517	Kemmerer, WY	X	X		X / X	/		\$500	\$1,000
18		2022	Chevrolet	Equinox	2GNAX5EV5N6123185	Thayne, WY	X	X		X / X	/		\$500	\$1,000

Veh #	Insured ID	Year	Make	Model	VIN #	Garage Loc	Liability	Med Pay	No Fault	UM / UIM	Valuation*	Specified Causes of Loss Ded	Comp Ded	Collision Ded
19	Charcoal Gray	2022	Chevrolet	Equinox	3GNAXSEV9NS247752	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
20		2025	Thomas	Minotour	1HA6GUB77PN010752	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
21		2023	Chevrolet	Equinox	3GNAXTEG6PS205369	Kemmerer, WY	X	X		X / X	/A		\$500	\$1,000
22	30+Driver Bus	2024	Chevrolet	Express G4500	1HA6GUB79RN016264	Afton, WY	X	X		X / X	/A		\$500	\$1,000
23		2025	Chevrolet	Equinox	3GNAXPEG8SL197950	Afton, WY	X	X		X / X	/A		\$500	\$1,000
24	White	2026	Chevrolet	Equinox	3GNAXPEG2TL139768	Evanston, WY	X	X		X / X	/A		\$500	\$1,000

***Valuation Type**

Code	Description
A	Actual Cash Value
G	Agreed Amount
S	Stated Amount

Driver Information

Driver #	Name	DOB	License State	DL #
1	Kimberly Cazier	3/9/1975	WY	109006-239
2	Breezy Cooley	8/27/1980	WY	106181-993
3	Stephanie Eardley	5/1/1988	WY	109741-017
4	Heather Gregory	9/23/1976	WY	105444-236
5	Sherry Johnson	8/5/1976	WY	105490-817
6	Loreen Manu	5/19/1965	WY	103145-769
7	Shauna Zornes	10/4/1959	WY	102480-605
8	Hana Fleming	12/6/1979	WY	106040-074
9	ElDonna O'Brien	4/10/1971	WY	500153-705
10	Carrie Robinson	1/18/1979	WY	105844-542
11	Amy Schaffarzick	11/30/1990	WY	108408-675
12	Gina Suter	5/9/1960	WY	103959-359
13	Addie Vigil	5/23/1996	WY	109863-506
14	Tara Wilkerson	8/15/1974	WY	107727-034
15	RaLaine Thomas	2/17/1974	WY	106894-009
16	Angela Hagler	8/30/1977	WY	105540-827
17	Susan Kendall	12/26/1970	WY	106652-985
18	Linsey Lym	3/14/1979	WY	107634-040
19	Raven Schroeder	12/9/1987	WY	108967-084
20	David Fields	10/4/1964	WY	101358-422
21	Brianna Beck	4/26/1978	WY	105788-095
22	Kandice Nixon	10/22/1985	WY	107469-785
23	Andrea Hill	12/30/1972	WY	108074-964
24	Jessica Dowdy	5/25/1988	WY	107871-154
25	Katie Julander	6/30/1978	WY	105702-518
26	Sandra Walker	12/22/1975	WY	105280-952
27	Victor Noles	8/5/1960	WY	111294-989
28	Paula Currie	12/16/1964	WY	1058567777
29	Stacy Fackrell	1/8/1969	WY	100519-149
30	Rebecca Paul	3/3/1986	WY	107413-858
31	Stacy Rigdon	11/4/1982	WY	106666-894
32	Amber Handy	2/28/1983	WY	109373878
33	Brenda Pacheco	3/18/1984	WY	110528-734
34	Carmen Peters-Wood	10/28/1979	WY	11619-599
35	Charlotte Robertson	7/8/1988	WY	107908-964
36	Courtney Dean	9/4/1992	WY	109181487
37	Erin Hannigan	3/18/1986	WY	107896-755
38	Hillary Hole	9/7/1982	WY	107541-724
39	Janeth Diaz	1/4/1998	WY	110342-094
40	Jessica Wilson	3/3/1986	WY	107401-762
41	Jordan O'Brien	12/27/1994	WY	109512-814
42	Joy Sharp	8/4/1986	WY	110695-152
43	Misty Bollinger	6/24/1979	WY	105976-518
44	Nicole Goe	6/29/1978	WY	107690-356
45	Shae Conrad	8/11/1977	WY	109049-262
46	Sheradan Francis	8/16/1977	WY	500419-973
47	Stacy Barker	12/28/1975	WY	105267-645
48	Tawni Newsome	11/9/1975	WY	105410-989
49	Tresa Anderson	7/13/1981	WY	107065-997

Driver #	Name	DOB	License State	DL #
50	Roger Cook	9/22/1954	WY	100944743
51	Devin Zobell	10/8/1978	WY	105783-443
52	Tyler Burton	2/2/1991	WY	108439233
53	Deziree Bramwell	8/18/1986	WY	11152511
54	Brandilyn Bryant	5/21/1979	WY	10873815
55	Rebecca Christiani	1/9/1979	WY	108738154
56	Eddie D Graham	9/29/1955	WY	104544366
57	Kelsie Green	12/22/1997		110077-831
58	Bailey Hallam	10/24/1995	WY	109680116
59	Natilee B Hicks	10/12/1997	WY	109992172
60	Kristen Howell Simpson	2/18/1993	WY	110519345
61	Amy R Kallgren	6/9/1979	WY	109687301
62	Kristen L King	6/30/1977	WY	105642946
63	Jesse Lara	2/4/1991	WY	108665803
64	Stephanie Michel	2/29/1968	WY	107937336
65	Jacqueline D Milam	6/8/1983	WY	106858939
66	Blaire L Nunn	8/9/1987	WY	112083530
67	Mindi J Stevens	1/18/1987	WY	108301789
68	Candice Stewart	12/2/1994	WY	111025219
69	Kylie A Walker	10/31/2000	WY	110662228
70	Trista Walker	5/4/1980	WY	106118029
71	Mersades Peterson	3/9/1991	WY	111458-089
72	Caitlyn Jones	4/15/2003	WY	111126-803
73	Josue Sosa	4/21/1996	WY	110165-925
74	Jessie Walters	7/3/1988	WY	110753-704
75	Jamie Collar	6/24/1987	WY	107876-013
76	Karlee Oelke	1/6/1994	WY	110469-228
77	Daphne Fackrell	12/28/2005	WY	111706-446
78	Clara Meier	1/2/2004	WY	111539-177
79	Melanie Ryerse	1/7/1985	WY	110200-235
80	Arianna Baker	4/25/1996	WY	109667824
81	Blair Nunn	8/9/1987	WY	112083-530

Umbrella / Excess

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

This policy provides protection against catastrophic liability claims. The policy acts as an excess coverage over your primary liability policies. Its limits apply in addition to that provided by the underlying coverage.

Named Insureds

Name	Description
Lincoln Uinta Child Development Association	First Named Insured

Policy Coverage Limits

Policy Type / Coverage	Each Occurrence	Aggregate	Retained Limit
Umbrella / Occurrence	\$2,000,000	\$2,000,000	\$10,000

Underlying Insurance Information

Automobile Liability

Insurance Carrier	Policy Term	Combined Single Limit	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage Each Accident
Philadelphia Indemnity Insurance Company	8/24/2025 to 8/24/2026	\$1,000,000			

General Liability

Insurance Carrier	Policy Term	Each Occurrence	General Aggregate	Products Aggregate
Philadelphia Indemnity Insurance Company	8/24/2025 to 8/24/2026	\$1,000,000	\$3,000,000	\$3,000,000

Employers Liability

Insurance Carrier	Policy Term	Each Accident	Disease Policy Limit	Disease Each Employee
Philadelphia Indemnity Insurance Company	8/24/2025 to 8/24/2026	\$1,000,000	\$1,000,000	\$1,000,000

Other Liability

Type of Policy	Policy Term	Insurance Carrier	Coverage	Limit
	8/24/2025 to 8/24/2026	Philadelphia Indemnity Insurance Company	Agg. - \$3,000,000	\$1,000,000
	8/24/2025 to 8/24/2026	Philadelphia Indemnity Insurance Company	Each - \$1,000,000	\$1,000,000

Forms and Endorsements

Form Number	Description
PI-CXL-003	Professional Liability Follow Form Endorsement
PI-CXL-029	Employee Benefits Liability Follow Form Endorsement
PI-CXL-004	Directors & Officers Exclusion
PI-CSL-005	Employers Liability (Stop Gap) Follow Form Endorsement
PI-CXL-007	Abuse or Molestation Exclusion
PI-CXL-100	Absolute Cyber Liability and Electronic Exclusion
PI-CXL-092	Automobile Liability (Sublimit)
PI-CXL-041	General Liability Form Endorsement

Directors and Officers Private Liability

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

Directors and officers liability Insurance (often called "D&O") is liability insurance payable to the directors and officers of a company, or to the organization(s) itself, as indemnification (reimbursement) for losses or advancement of defense costs in the event an insured suffers such a loss as a result of a legal action brought for alleged wrongful acts in their capacity as directors and officers.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Claims Made Basis

Policy In Run-Off/Tail:

Coverage	Limits
Per Claim	\$1,000,000
Policy Aggregate	\$3,000,000
Employment Practices	\$1,000,000
Fiduciary Liability	\$1,000,000

Terms and Conditions

Coverage Description	
Retention	
• Insuring Agreement A	1,000
• Insuring Agreement B	2,500
• Insuring Agreement C	0
Separate Defense Limit -	
Pending and Prior Litigation Date	8/24/2009
Prior Acts / Retro Date	8/24/2017
Minimum Earned Premium – At Inception	

Forms and Endorsements

Form Number	Description
PI-NPD-82	Pro-Pak Elite Enhancement

Employment Practices Liability

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

Employment Practices Liability insurance is written on a form and includes indemnification and legal reimbursement arising out of the following insured events:

- Wrongful Termination
- Sexual Harassment
- Discrimination

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Basis

Policy In Run-Off/Tail: No

Coverage	Limits
Per Claim	\$1,000,000
Policy Aggregate	\$3,000,000

Terms and Conditions

Coverage Description	
Deductible	\$2,500
Pending and Prior Litigation Date	8/24/2009

Fiduciary Liability

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

Pays on behalf of the insured's damages (as defined) on account of any claim made against the Insured for any Wrongful Act – breach of fiduciary duty which includes any negligent act, error or omission in the "administration" of an employee benefit plan.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Basis

Policy In Run-Off/Tail:

Coverage	Limits
Per Claim	\$1,000,000
Policy Aggregate	\$3,000,000

Terms and Conditions

Coverage Description	
Retention / Deductible	\$0
Pending and Prior Litigation Date	8/24/2017

Professional Liability

Client: Lincoln Uinta Child Development Association
Carrier: Philadelphia Indemnity Insurance Company
A.M. Best Rating:
Policy Term: 8/24/2025 to 8/24/2026

Professional liability insurance, is a form of liability insurance which helps protect professional advice- and service-providing individuals and companies from bearing the full cost of defending against a negligence claim made by a client, and damages awarded in such a civil lawsuit.

Named Insureds

Lincoln Uinta Child Development Association (First Named Insured)

Coverages/Limits

Aggregate Limit: \$3,000,000
Ea Claim/Occurrence Limit: \$1,000,000

Additional Coverages

Description	Limit	Deductible
Vicarious Liability Form		

Endorsements

Description	Premium
Day Care Organization Professional Liability Coverage	

THE TOWN OF AFTON, WYOMING

RESOLUTION NO. 2026-08

**A RESOLUTION FOR THE TOWN OF AFTON TO ACCEPT THE CULINARY WATER
MAINLINE INFRASTRUCTURE INSTALLED TO THIS DATE IN THE AFTON SKY
RANCHES ADDITION TO THE TOWN OF AFTON**

BE IT RESOLVED by the Afton Town Council, Governing Body of the Town of Afton:

WHEREAS, the Town of Afton maintains all transition and distribution lines for the Town of Afton water system.

WHEREAS, the mainline infrastructure installed to date on the property platted as Afton Sky Ranches Addition to the Town of Afton has been inspected and constructed to the Town of Afton's specification requirements

WHEREAS, the Town of Afton Utility Director has inspected and approved the infrastructure and the current owners of the mainline infrastructure desire to dedicate the water mainline infrastructure to the Town of Afton for public use and have indicated such desire and established all easements required for the Town to Maintain in perpetuity on the Plat titled "Afton Sky Ranches Addition to the Town of Afton, recorded with the Clerk of Lincoln County on January 9, 2025 shown as Instrument number 1038235.

NOW, THEREFORE, be it resolved by the Afton Town Council, Governing Body of the Town of Afton, Wyoming that the water mainline infrastructure installed and inspected to date within the Afton Sky Ranches Addition to the Town of Afton is hereby accepted by the Town and will from here on out be maintained by the Town of Afton.

Dated this 11th Day of August 2026.

FOR THE GOVERNING BODY:

TOWN OF AFTON

BY: _____
Jeffrey Jensen, Mayor

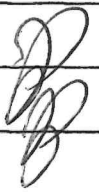
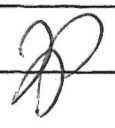
(ATTEST:)

BY: _____
Tina McGarvey, Afton Town Clerk

Date: _____

**TOWN OF AFTON PUBLIC IMPROVEMENTS APPROVAL CHECKLIST
CULINARY WATER**

		Developer's Engineer		Town's Representative	
SUBDIVISION NAME:		DATE	SIGNED	DATE	SIGNED
Afton Sky Ranches		7/14/26			
PIPELINES					
	1. Waterline Pipe Bedding Material & Placement	7/14/26	<i>[Signature]</i>	7/14/26	<i>[Signature]</i>
	2. Locator wire in side Boxes	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
	3. Trench Backfill Material & Placement	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
	4. Trench compaction	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
	5. Waterline flushed per Town Standards	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
WATER SERVICES & METER PITS					
	1. Installed at a minimum depth of 6 feet	7/14/26	<i>[Signature]</i>	7/14/26	<i>[Signature]</i>
	2. Corp stop valves located at property line and make clearly with approved marker	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
	<i>Curb Valves</i> 3. All Meter Pits and lids installed at exactly 6 feet below final grade and inspected per standards	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
HYDRANTS					
	1. Installed per Town Standards	7/14/26	<i>[Signature]</i>	7/14/26	<i>[Signature]</i>
	2. Operating Properly Blow off	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
VALVES					
	1. Installed on all legs of Tee's and Crosses	7/14/26	<i>[Signature]</i>	7/14/26	<i>[Signature]</i>
	2. Operating Properly	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
TESTING					
	1. Pressure Test	7/14/26	<i>[Signature]</i>	7/14/26	<i>[Signature]</i>
	2. Leakage Test	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>
	3. Chlorine Disinfection Report (min 24 hours)	7/14/26	<i>[Signature]</i>	"	<i>[Signature]</i>

	4. Bacteriological Test/Report	7/14/26	B Barney	7/14/26	
	5. Testing Documentation Submitted & Approved	7/14/26	B Barney	7/14/26	
BOOTER PUMP STATION					
	1. Installed per Approved Plans & Town Standards w/ backup pump				
	2. Building Grading and Landscaping				
OTHER					
	1				
	2				
"AS-CONSTRUCTED" DRAWINGS					
	1. Submitted and Approved	7/14/26	B Barney	7/14/26	

ENGINEERS CERTIFICATE

I certify that the public improvements have been constructed in accordance with the City of Town of Afton Works Standard Specifications & Drawings.

Signed: B Barney Date: 7/14/26

WARRANTY PERIOD FOR THE ABOVE IMPROVEMENTS SHALL BEGIN ON: 7/14/2026

Note:

1. All items must be dated and signed by a Town Representative Prior to acceptance of the Subdivision.
2. The Contractor shall have a set of the stamped "Approved" Drawings on site at all times.
3. Full Time inspection is required from the Developer. Town Representatives will make spot inspections throughout construction.

BRIAN P BARNEY, PE
JORGENSEN ASSOCIATES, INC.

Josh Peavler





July 13, 2026

Mr. Josh Peaver, Utilities Director
Town of Afton
P.O. Box 310
Afton, Wyoming 83110
Via E-Mail: joshpeavler@aftonwyoming.gov

Re: Afton Sky Ranches, Residential Subdivision – Project Completion
Permit To Construct No.: WYDEQ PTC 2025-0062
Project No. 25016

Please allow this letter to serve as a certificate of completion for the Afton Sky Ranches, Residential Subdivision. The construction of the site grading, roads, water supply infrastructure and cable utilities associated with this work are substantially complete based upon the plans and specifications for this project.

The design of this project was performed by Sage Civil Engineering, of Cody, Wyoming. During the permitting process for this project Sage Civil Engineering was required to stop their involvement due to a conflict of interest. In March of 2025 the Owner contracted with Jorgensen Associates, Inc. to assume the project and provide construction administration services for the remainder of the work. Dowl of Bellevue, Washington was hired to complete the design and permitting of the work within the Airport and the taxiway. Jorgensen Associates, Inc. was responsible for the quality control testing of the work within the Airport and the taxiway.

Our initial visit to the site on April 11, 2025, to review the water supply pipe installation that had been done previously and observe the connection to the Town of Afton water main located at the south side of Papworth Lane (County Road 143). At that time, the southern portion of the water line Stations 215+50 – 226+00 and Sta 100+00 -106+00 was installed and partially backfilled. We verified that the correct pipe was being installed and bedded with pea gravel bedding. Warning tape was being installed with locator wire at the top of the bedding. Unconsolidated backfill was placed above the bedding and being compacted with the bucket of the excavator. The only deviation of the installed water system from the design consisted of the location of the water service meter pit for Lot 3. Which was relocated approximately 35 ft to the northwest of where it was indicated on the plan. The service connection to the main was installed per plan.

On May 22, 2025 the new water line was disinfected, and the hydrostatic testing was performed. The initial chlorine reading at 12:43 PM was higher than the chlorine test equipment could read. The second reading of 35 ppm residual was taken on May 23, 2025 at 2:36 PM. Subsequently, the system was flushed and a final chlorine reading of 0.2 ppm was achieved.

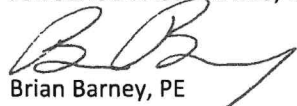
The hydrostatic testing of the system was performed simultaneously with the disinfection. The static pressure in the system was measured to be 113 psi at the highest point of the test section. The system was pressured to 150 psi and the 2 hour test was started at 2:00 PM. When the test was concluded at 4:10 PM there was no pressure loss and the leakage during the test was zero gallons. Bacteriological samples were taken and tested. There were no coliforms detected. A copy of the test results has been requested and will be submitted under separate cover.

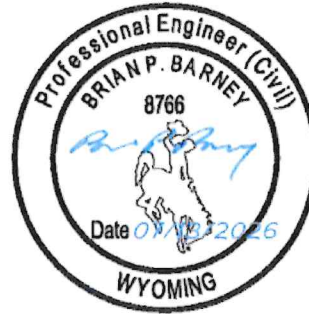
The project conforms to the intent of the plans and specifications related to the civil improvements.

We maintained involvement with the construction of the remainder of the project through intermittent site visits, response to questions, and quality control testing. Jorgensen staff was on site frequently to observe the installation of the airport related infrastructure. We performed density testing of the road base and asphalt of the taxiway. Instruments were used to verify asphalt and base density. However, only visual inspection for general conformity to the permit drawings was checked during our site visits.

Our certification of the infrastructure installation does not relieve the contractor of their responsibilities according to the associated permits and plans. If you should have any questions concerning this letter or related items on this project, please feel free to contact me at (307) 733-5150.

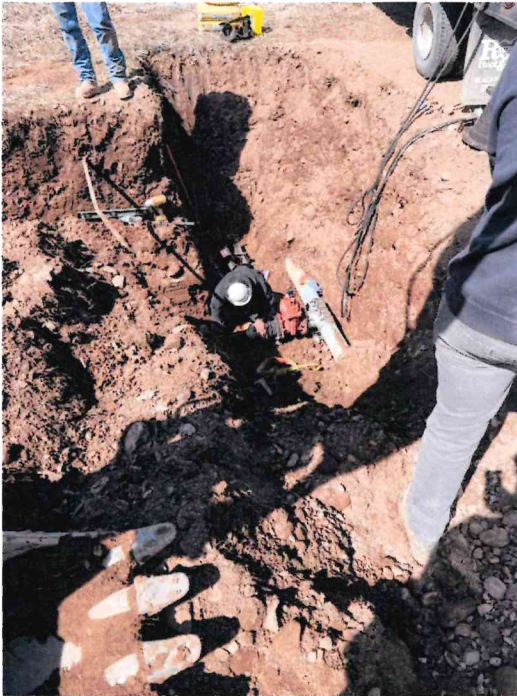
Sincerely,
JORGENSEN ASSOCIATES, Inc.


Brian Barney, PE
Principal Engineer



CC: Alexander Heap, Owner





Tapping water main



Station 215+50 looking west

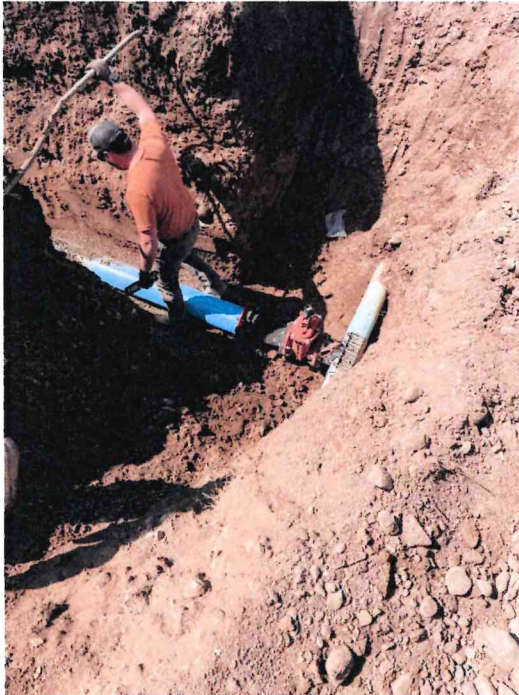


Water valve riser cap

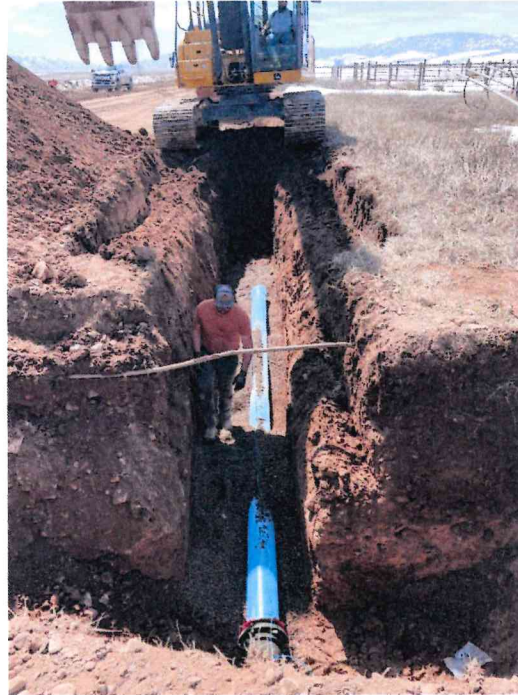


Installing pipe south of water main connection

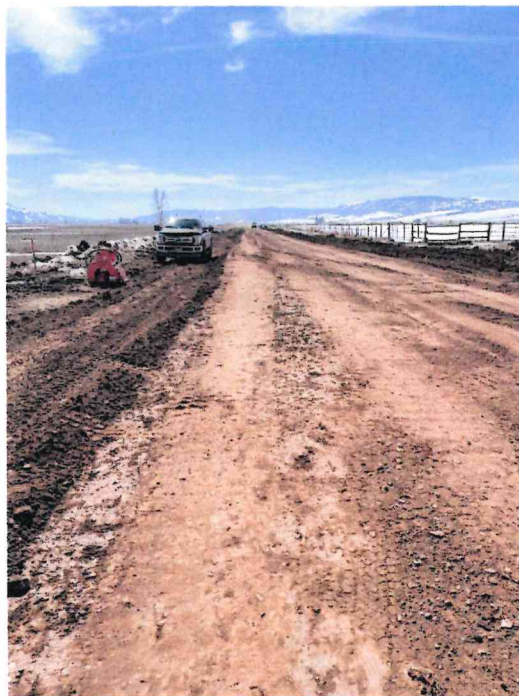




Installing pipe south of water main connection



Installing pipe south of water main connection



Roadway subgrade



Water pipe





Installing valve riser at water main connection



Thrust block at water main connection



Backfill compaction at water main connection



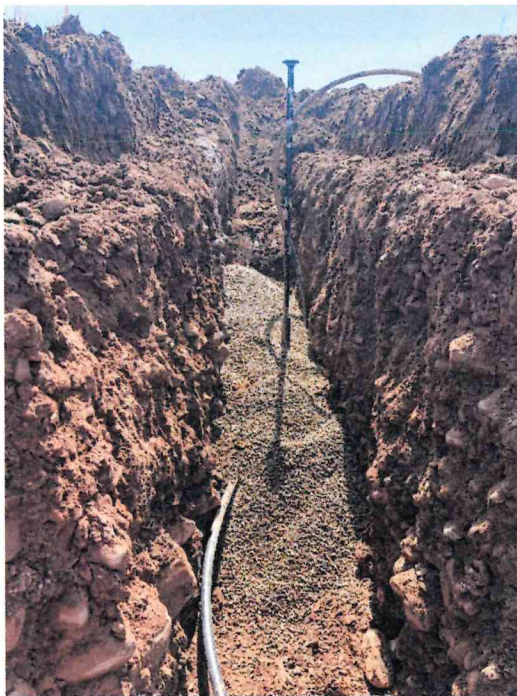
Installing valve riser at water main connection



Water service, saddle, and cap



Water service tap and saddle



Water service and curb stop



Water service and curb stop





Inspection Form

Daily Notes: April 11, 2025

Footage: Hot Tap, (1) Valve, 20 LF
Locator wire: Yes
Compaction: Yes

Weekly Notes:

Footage: 1780 LF, (1) tee, (1) valve, (1) blow off hydrant, (2) 22.5 degree bends, (2) 45 degree bends
Locator wire: Yes
Compaction: Yes
Number of Valves: 2
Photos taken: Yes

Inspector signature 
Date 7/13/2026

Inspection Form

Daily Notes: 4/7/25

Footage: 440
Locator wire: ✓
Compaction: ✓

Weekly Notes:

2 - 22° 20' Apart

Footage: 440
Locator wire: ✓
Compaction: ✓
Number of Valves: 1
Photos taken:

Inspector signature

Date 4/7/25

Inspection Form

Daily Notes: 4/8/25

Footage: 220
Locator wire: ✓
Compaction: ✓

Weekly Notes:

1- Blow off Hydrant

Footage: 660
Locator wire: ✓
Compaction: ✓
Number of Valves: 1
Photos taken:

Inspector signature Damon V. [Signature]
Date 4/8/25

Inspection Form

Daily Notes: 4/9

Footage: 640
Locator wire: ✓
Compaction: ✓

Weekly Notes:

2 - 45° 12' Apart

Footage: 1300
Locator wire: ✓
Compaction: ✓
Number of Valves:
Photos taken:

Inspector signature 
Date 4/9/25

Inspection Form

Daily Notes: 4/10/25

Footage: 4160
Locator wire: ✓
Compaction: ✓

Weekly Notes:

Footage: 1760
Locator wire: ✓
Compaction: ✓
Number of Valves:
Photos taken:

Inspector signature Dean V.
Date 4/10/25

Inspection Form

Daily Notes: 4-14-25

Footage: 640
Locator wire: ✓
Compaction: ✓

Weekly Notes:

Footage: 640
Locator wire: ✓
Compaction: ✓
Number of Valves:
Photos taken:

Inspector signature



Date 4-14-25

Inspection Form

Daily Notes: 4/15/25

Footage: 640
Locator wire: ✓
Compaction: ✓

Weekly Notes:

3 Services

Footage: 1289
Locator wire: ✓
Compaction: ✓
Number of Valves:
Photos taken:

Inspector signature 
Date 4/15/25

Inspection Form

Daily Notes: 4/16/25

Footage: 160
Locator wire: ✓
Compaction: ✓

Weekly Notes:

2 45° 16' Apart

Footage: 1440
Locator wire: ✓
Compaction: ✓
Number of Valves:
Photos taken:

Inspector signature



Date 4/16/25

Inspection Form

Daily Notes: 4/17/25

Footage:
Locator wire:
Compaction:

Weekly Notes:

2 Service S lots

Footage:
Locator wire:
Compaction:
Number of Valves:
Photos taken:

Inspector signature _____

Date 4/17/25 _____

THE TOWN OF AFTON, WYOMING

ORDINANCE 713

**AN ORDINANCE RE-ZONING THE AREA DESCRIBED BELOW FROM ITS
PRESENT ZONING (ACR) AGRICULTURAL CONSERVATION RECREATION
DISTRICT TO (GC) GENERAL COMMERCIAL AND TO (R-3) MIXED
RESIDENTIAL DISTRICT WITHIN THE TOWN OF AFTON**

WHEREAS, the Governing Body has reviewed the zone change request application of **Simple Housing Concepts LLC & Mike D’Anzi** to change the zoning of the property hereinafter described from its current zoning of ACR (Agricultural Conservation Recreation), to GC (General Commercial) and R-3 (Mixed Residential);

WHEREAS, the Governing Body of the Town of Afton has found that;

Notice of Hearing on the proposed zone change was published in the Star Valley Independent not less than thirty (30) days prior to the date of the public hearing;

A copy of the notice was sent by mail to each property owner owning property within the area sought to be rezoned and all landowners of properties that are located within 300 feet of the proposed zone change;

The application for zoning change is signed by the agent of the owner of both areas sought to be rezoned;

The area sought to be re-zoned would not materially affect the Master Plan and Zoning of the Town of Afton;

The area sought to be re-zoned is a natural, logical, use of the property.

WHEREAS, the requirements of the Town Code and procedures for change of zoning have been otherwise met.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF AFTON WYOMING that the zoning of the following described land is hereby changed upon passage of this ordinance and in compliance with those certain terms and conditions as set forth hereinafter, to-wit;

Section 1. That the following described area shall be zoned as (GC) General Commercial:

A portion of the S1/2 SW1/4 NW1/4 of Section 19, T32N R118W, 6th PM,
Lincoln County, WY
and a portion of Lot 2, Gardner Addition to the Town of Afton, and being

more particularly
described as follows:

Beginning at the Southwest corner of said Lot 2, thence North 0°18'32" East, 83.02 feet to a point;
thence South 88°24'30" East, 2.95 feet to a point;
thence North 0°40'00" East, 246.18 feet to a point;
thence South 88°59'39" East, 207.56 feet to a point;
thence South 2°10'24" West, 333.33 feet;
thence North 87°49'36" West, 201.29 feet to the point of beginning;
Containing 1.55 Acres, more or less.

Section 2. That the following described area shall be zoned as (R-3) Mixed Residential:

A portion of the S1/2 SW1/4 NW1/4 of Section 19, T32N R118W, 6th PM, Lincoln County, WY
and a portion of Lot 2, Gardner Addition to the Town of Afton, and being more particularly described as follows:
Beginning at the Southeast corner of said Lot 2, thence North 87°49'36" West, 405.62 feet to a point,
thence North 2°10'24" East, 264.00 feet to a point,
thence North 87°49'36" West, 165.00 feet to a point,
thence South 2°10'24" West, 264.00 feet to a point,
thence North 87°49'36" West, 126.04 feet to a point,
thence North 2°10'24" East, 333.33 feet to a point,
thence South 88°59'39" East, 685.89 feet to a point,
thence South 0°22'31" West, 347.48 feet to the point of beginning.
Containing 4.4 acres, more or less.

Section 3. The Town Council has sufficiently reviewed the staff report prepared by the Zoning Administrator and has determined that the report sufficiently evaluated each of the requirements under the Town Code.

Section 4. The Zoning map of the Town of Afton shall be revised to reflect the aforementioned revision.

THIS ORDINANCE shall become effective upon third and final reading.

FOR THE GOVERNING BODY

TOWN OF AFTON

By: _____
Jeffrey Jensen, Mayor

Attest: _____
Tina McGarvey, Clerk

Passed, Approved, and Adopted this ____ day of _____, 2026.

First Reading:

Second Reading:

Third Reading:

THE TOWN OF AFTON, WYOMING

ORDINANCE 709

**AN ORDINANCE APPROVING AND AUTHORIZING THE DE-ANNEXATION OF
PART OF MOUNTAIN STAR PRODUCTS, LLC AND PART OF O. DAVID GARDNER
TRUST, DATED 15 JULY 1999 WITHIN THE INCORPORATED LIMITS OF THE
TOWN OF AFTON IN THE S1/2SE1/4 SECTION 13 T32N R119W LINCOLN COUNTY,
WYOMING**

BE IT ORDAINED by the Governing Body of the Town of Afton:

WHEREAS, on March 16 2026, Mountain Star Products, LLC/ O. David Gardner Trust filed with the Town of Afton a petition for municipal de-annexation of part of the SW1/2SE1/4 and part of the SE1/4SE1/4 of Section 13, T32N R119 W, Lincoln County, Wyoming, being part of those tracts of record in the Office of the Clerk of Lincoln County in Book 653 of Photostatic Records on page 70 and in Book 1143 of Photostatic Records on page 294, being more particularly described in Exhibit A, and depicted in Exhibit B attached to this Ordinance; and

WHEREAS, in accordance with Wyo. Stat. Ann. §15-1-421(b) public notice of said petition was published in the Star Valley Independent on March 25, 2026; and

WHEREAS, on April 13, 2026 the Board of County Commissioners for Lincoln County, Wyoming, prepared a De-annexation Report concerning the property to be de-annexed and

WHEREAS, Wyo. Stat. Ann. §15-1-421 provides a procedure for municipal de-annexation.

NOW THEREFORE, be it ordained by the Afton Town Council, governing body of the Town of Afton, Wyoming, that:

Section 1. The foregoing recitals are incorporated in and made a part of this Ordinance by reference;

Section 2. Pursuant to Wyo. Stat. Ann. §15-1-421, the described tract of land is de-annexed from the Town of Afton, Wyoming, with the consent of the owners, to wit:

BEGINNING at the northwest corner of said SW1/4SE1/4;

thence N89°-05'-02"E, 1368.02 feet, along north line of said SW1/4SE1/4, to the northeast corner thereof, identical with the northwest corner of said SE1/4SE1/4;

thence N89°-05'-41"E, 36.92 feet, along the north line of said SE1/4SE1/4, to point at the intersection with the east right-of-way line of Earl Lane, as depicted on that plat of record

in said Office with Accession No. 1042842;

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

S00°-11'-40"E, 813.31 feet, to a point;

S86°-34'-08"E, 87.00 feet, to a point;

S00°-29'-07"E, 504.28 feet, to a spike on the south line of said SE1/4SE1/4, and leave said east right-of-way-line;

thence S89°-05'-00"W, 98.49 feet, along said south line, to the southeast spike of that tract of record in said Office in Book 980 of Photostatic Records on page 614;

thence N01°-33'-06"W, 437.97 feet, along the east line of said tract in Book 980, to the northeast point thereof;

thence N89°-58'-54"W, 1400.97 feet, along the north line of said tract in Book 980 and along its westerly extension, to a position at the intersection with the west line of said SW1/4SE1/4;

thence N00°-50'-25"E, 863.72 feet, along said west line, to the CORNER OF BEGINNING;

ENCOMPASSING an area of 29.55 acres, more or less;

Section 3. The foregoing described tract of land contains 29.55 acres of land, more or less, together with all and singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon.

Section 4. The consent of the sole owners, Aaron Lind, President and Managing Member of Mountain Star Products, LLC, a Wyoming Limited Liability Company and Shirley Ann Gardner, Surviving Trustee of O. David Gardner Trust, dated July 15 1999, as tenants/owners by the entirety of said tract of land, was received by the Town of Afton, Wyoming, on March 16, 2026.

Section 5. It is the intent of the Town of Afton, Wyoming, to de-annex said tract of land, being a portion of the property presently having been originally annexed via the North Afton Water and Sewer District Annexation, of record in the Office of the Clerk of Lincoln County as Accession No. 832000.

Section 6. The tract of land is returned to Lincoln County Rural Zone.

Section 7. The tract of land is removed from the municipal election precinct.

Section 8. All previous ordinances defining the boundaries of the Town of Afton, Wyoming shall be, and the same are hereby amended to exclude the area as herein described, and all ordinances or parts thereof in conflict with the Ordinance are hereby repealed to the extent of any inconsistency.

THIS ORDINANCE shall become effective upon the third and final reading.

FOR THE GOVERNING BODY

TOWN OF AFTON

By: _____

Jeffrey Jensen, Mayor

Attest: _____

Tina McGarvey, Clerk

Passed, Approved, and Adopted this ____ day of _____, 2026.

First Reading: June 9, 2026

Second Reading: July 14, 2026

Third Reading: August 11, 2026

Published on _____

THE TOWN OF AFTON, WYOMING

ORDINANCE 710

**AN ORDINANCE RE-ZONING THE AREA DESCRIBED BELOW FROM ITS
PRESENT ZONING (CBD) CENTRAL BUSINESS DISTRICT TO (R-1) SINGLE
FAMILY RESIDENTIAL DISTRICT WITHIN THE TOWN OF AFTON**

BE IT ORDAINED by the Governing Body of the Town of Afton:

WHEREAS, the Governing Body has reviewed the zone change request application of Amber & Ryan Nielsen to change the zoning of the property hereinafter described from its current zoning of CBD (Central Business District), to R-1 (Single Family Residential District);

WHEREAS, the Governing Body of the Town of Afton has found that;

Notice of Hearing on the proposed zone change was published in the Star Valley Independent not less than thirty (30) days prior to the date of the public hearing;

A copy of the notice was sent by mail to each property owner owning property within the area sought to be rezoned and all landowners of properties that are located within 300 feet of the proposed zone change;

The application for zoning change is signed by the agent of the owner of the area sought to be rezoned;

The area sought to be re-zoned would not materially affect the Master Plan and Zoning of the Town of Afton;

The area sought to be re-zoned is a natural, logical, and historic use of the property.

WHEREAS, the requirements of the Town Code and procedures for change of zoning have been otherwise met.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF AFTON WYOMING, that the zoning of the following described land is hereby changed upon passage of this ordinance and in compliance with those certain terms and conditions as set forth hereinafter, to-wit;

Section 1. That the following described area shall be zoned as (R-3) Mixed Residential:

Physically located at 40 West 4th Ave, Afton, Lincoln County, Wyoming, and legally described in Book: 915 Page: 670 in the office of the Clerk of Lincoln County as follows:

AFTON ORIGINAL TOWNSITE B19 L01 PORTION OF SECTION 25, T32N, R119, LINCOLN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point 15 rods West of the Northeast corner of Lot 1 in Block 19 in the Town of Afton, Wyoming, and running thence South 12 rods; thence West 5 rods; thence North 12 rods to the Northwest corner of said Lot 1 Block 19 and running thence East 5 rods to the place of Beginning (PART OF: 00R0008894)

Section 2. The Town Council has sufficiently reviewed the staff report prepared by the Zoning Administrator and has determined that the report sufficiently evaluated each of the requirements under the Town Code.

Section 3. The Zoning map of the Town of Afton shall be revised to reflect the aforementioned revision.

THIS ORDINANCE shall become effective upon the third and final reading.

FOR THE GOVERNING BODY

TOWN OF AFTON

By: _____
Jeffrey Jensen, Mayor

Attest: _____
Tina McGarvey, Clerk

Passed, Approved, and Adopted this ____ day of _____, 2026.

First Reading:
Second Reading:
Third Reading:

THE TOWN OF AFTON, WYOMING

ORDINANCE NO. 711

AN ORDINANCE OF THE TOWN OF AFTON, WYOMING, AMENDING TITLE VI, CHAPTER 11 OF THE TOWN CODE TO REGULATE THE OPERATION OF BICYCLES, ELECTRIC BICYCLES, ELECTRIC MOTORCYCLES, AND OTHER MOTORIZED VEHICLES WITHIN TOWN PARKS.

WHEREAS The Governing Boady of the Town of Afton seeks to promote the public health, safety and welfare including the use of the Town of Afton Parks; and

WHEREAS, Wyo. Stat. § 15-1-103(a)(xi) provides municipalities with the authority to take all necessary action to plan, construct, or otherwise improve, modify, repair, maintain, and regulate the use of streets, including the regulation of any structures thereunder, alleys, any bridges, parks, public grounds, cemeteries and sidewalks; and

WHEREAS The Governing Boady of the Town of Afton finds regulation of bicycles, electric bicycles and motorized vehicles in Town parks is necessary to protect public health, safety, and welfare; the Governing Body intends to amend Title VI, Chapter 11 consistent with Wyoming Statute definitions of Electric Bicycle and Electric Motorcycle

NOW, THEREFORE, be it ordained by the Afton Town Council, governing body of the Town of Afton, Wyoming that all bicycles, electric bicycles, electric motorcycles and motorized vehicles shall adhere to the following criteria outlined in the creation of Section 6-11-6 and amend Section 6-11-1 through 6-11-5 of Chapter 11 of Title VI of the Afton Land Development Code and shall read as follows:

SECTION 6-11-1. DEFINITIONS

- (a) Bicycle: A device propelled by human power upon which a person may ride, having two tandem wheels (Wyo. Stat. § 31-5-102(a)(vii)).
- (b) Class I Electric Bicycle: Fully operable pedals; less than 750-watt motor; pedal assist only; assistance ceases at 20 mph.
- (c) Class II Electric Bicycle: Fully operable pedals; less than 750-watt motor; throttle or pedal assistance ceases at 20 mph.
- (d) Class III Electric Bicycle: Fully operable pedals; less than 750-watt motor; pedal assist only; assistance ceases at 28 mph; equipped with a speedometer.

- (e) Electric Scooter: A device weighing less than 100 pounds, with handlebars and a floorboard for standing, powered by an electric motor not exceeding 750 watts, and with a maximum speed of 20 mph on a paved level surface.
- (f) Sidewalk: A paved, or otherwise improved path intended for pedestrian use, within a Town right-of-way, whether or not adjacent to a roadway or curb.
- (g) Personal Electric Mobility Device: A device, that is electric-powered, designed to transport a person on one or more wheels, including but not limited to one-wheel devices, electric skateboards, electric longboards, motorized boards, or any similar device not otherwise defined in this Chapter, provided the device is not a motor vehicle under Wyo. Stat. § 31-1-101(a)(xv).
- (h) Electric Motorcycle: Any electrically powered two- or three-wheeled vehicle that does not meet the statutory definition of a Class I, II, or III electric bicycle under W.S. §31-1-101(a)(xxxiv), including electric dirt bikes, pit bikes, motocross motorcycles, or any electric-powered vehicle requiring titling, registration, or a motorcycle endorsement under Wyoming law.
- (i) Motorized Vehicle: Every self-propelled vehicle powered by gasoline, diesel, electricity, or other source, including automobiles, trucks, motorcycles, electric motorcycles, ATVs, UTVs, golf carts, snowmobiles, minibikes and similar vehicles.

SECTION 6-11-4. OPERATION OF BICYCLES, ELECTRIC BICYCLES, AND MOTORIZED VEHICLES WITHIN TOWN PARKS

SECTION 6-11-4.1 APPLICABILITY

Apply to Town own parks and public grounds such as, Canyon View Park, Star View Park, as well as Town operated facilities such as, Simplot Ball Fields including all sidewalks, pathways, trails, playgrounds, athletic fields, parking areas, roadways and open space owned or maintained by the Town.

SECTION 6-11-4 OPERATION WITHIN PARKS

6-11-4.1 Permitted Areas

- (a) Bicycles and Class I, II, and III electric bicycles are permitted. Operators shall yield to pedestrians and operate safely.

6-11-4.2 Restricted Operation of Electric Motorcycles and Motorized Vehicles

- (a) No motorized vehicle shall be operated within Canyon View Park or Star View Park, as well as the Town operated Simplot Ball Fields except upon established roadways and within designated parking areas intended for vehicular travel or parking. No motorized vehicle or electric motorcycle vehicle shall operate on sidewalks, trails, playgrounds, athletic fields, picnic areas, landscaped areas, or other non-roadway areas.
 - a. All motorized vehicles and electric vehicles must follow the W.S. §§ 31-5-701 through 31-5-707, and all other applicable provisions of Title 31, Wyoming Statutes, governing the operation of bicycles, electric bicycles, motorcycles, and motor vehicles.
 - b. Operators shall obey all posted regulatory signs, traffic control devices, speed limits, one-way designations, stop signs, yield signs, and parking regulations established by the Town.
 - b. Nothing in this Section shall be construed to authorize the operation of any vehicle otherwise prohibited by this Chapter.

SECTION 6-11-5. ENFORCEMENT AND PENALTIES

5.1 Violations

- (a) An adult violating any provision of Sections 6-11-1 through 6-11-4 of this ordinances is guilty of a Class D Misdemeanor
- (b) A juvenile issued citation shall be subject to the same classification of misdemeanor as set forth in (a); however, the municipal judge may impose alternative sanctions including safety training, community service, or a suspension of bicycle or scooter riding privileges on sidewalks within Town limits.
 - a. Monetary fines for juveniles may be reduced or suspended at the discretion of the Court.
 - b. Repeated or willful violations by a juvenile may result in issuance of a citation without warning and may include parental conferences or court-ordered restrictions as permitted by law.

SECTION 6-11-6. EXCEPTIONS

- (a) This ordinance shall not apply to persons with disabilities using mobility devices as defined under the Americans with Disabilities Act (ADA).
- (b) Law enforcement and emergency personnel may operate such devices on Sidewalks as necessary in the performance of their duties.

THIS ORDINANCE shall become effective upon the third and final reading
FOR THE GOVERNING BODY
TOWN OF AFTON

By: _____

Jeffrey Jensen, Mayor

Attest: _____

Tina McGarvey, Clerk

Passed, Adopted, and approved this day of , 2026

First Reading:

Second Reading:

Third Reading:

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WHEREAS, the Town of Afton is a small, rural community located in the Star Valley of western Wyoming, and one of the Town's most valuable resources is the natural beauty of its surroundings, which include the Salt River Range to the east, the Webster Range to the west, and the ranches and farms that occupy much of the valley floor; and

WHEREAS, the Town has a compelling interest in the preservation of its unique community character, unobstructed views of scenic landscapes, and quality of life; and

WHEREAS, uncontrolled construction of large wireless telecommunication towers and facilities may negatively impact property values, aesthetic resources, and the rural or residential character of the Town; and

WHEREAS, the placement of wireless communication facilities and large wireless telecommunication towers in close proximity to schools, parks, historic areas, and residential neighborhoods may pose land-use, structural, or fall-zone safety concerns, such as structural failures, icefall, debris fall, noise, and fire, and may adversely affect scenic resources, and community welfare; and

WHEREAS, the Town has determined a need to minimize the number of large wireless telecommunication towers and need for the siting of new wireless communication towers in order to limit any negative impacts caused by such towers; and

WHEREAS, the Town recognizes the need to balance the provision of wireless communication services with the protection of its residents, consistent with the Federal Telecommunications Act of 1996 ("TCA"); and

WHEREAS, the TCA preserves local zoning authority over the placement, construction, and modification of wireless facilities, provided that such regulations do not prohibit or effectively prohibit the provision of wireless services; and

WHEREAS, the Town understands that it has an obligation under the TCA to ensure that suitable areas are zoned to allow for Wireless Communications Facilities, but the Town has determined that it has no obligation or ability to ensure that private landowners within such areas are willing to lease or sell their land for such purposes, or that owners of existing towers or structures are willing to lease space for Wireless Communications Facilities on reasonable terms; and

WHEREAS, the Town has determined that small-cell technology, distributed antenna systems (DAS), and fiber-based solutions can support certain wireless service objectives while minimizing the visual, environmental, and safety impacts associated with traditional towers; and

WHEREAS, the Town seeks to minimize the need for new tower construction, favor colocation on existing structures, and direct the development of wireless facilities toward small-cell and DAS installations in appropriate non-residential areas; and

WHEREAS, it is the intent of this Ordinance to regulate wireless communication facilities in a manner that protects the public health, safety, welfare, and character of the Town, while maintaining compliance with applicable federal and state law.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF AFTON, WYOMING, that the Town hereby creates and modifies the Town Code as indicated below establishing the following regulations for wireless communication facilities in order to protect public safety, maintain community character, promote colocation and other technologies than that are less disruptive and ensure that all such facilities are sited, constructed, and operated in compliance with federal, state, and local law, while balancing the Town's rights under the TCA and obligation to ensure that the Town's regulations do not prohibit or effectively prohibit the provision of wireless services as set forth herein:

Section 1. Establishment of Section 17-2-13. Section 17-2-13 is hereby established to read as follows:

Title XVII – Land Development Code

Chapter 2 Procedures

Section 17-2-13 Wireless Communications Facilities Permit Process

Section 17-2-13.1 WCF Applications

- (a) A permit is required for the construction or installation of all Wireless Communications Facilities ("WCF").
- (b) Applications for WCF that are considered Permitted Uses, and otherwise comply with applicable siting and design standards set forth in Section 17-5-8, only require a Commercial Building Permit.
- (c) Applications for WCF that are considered Conditional Uses (including applications for Towers), or that propose deviations from applicable siting and design standards set forth in Section 17-5-8, will require a Conditional Use Permit and a Commercial Building Permit.
- (d) The applicant shall meet with the Zoning Administrator in a pre-application conference. The intent of this conference is to gain a mutual understanding of:

- (1) the scope of the proposed project and the applicant's specific project objectives;
 - (2) whether the proposed WCF qualifies as a Permitted or Conditional Use;
 - (3) the applicant's anticipated project schedule;
 - (4) approvals required by the Town of Afton before any WCF Permit can be issued;
 - (5) the documents, plans, drawings, fees, and other materials that will be needed to process a complete WCF application; and,
 - (6) potential issues associated with the project.
- (e) The applicant shall complete and file with the Town Clerk an application on forms prepared by the Town of Afton, along with any accompanying required documents and related filing fees. The owner(s) of the property where the proposed project will take place, or their legal representative, shall authorize the application via his or her signature on the application. The application shall include at least the following information and material:
- (1) Name and address of applicant and the owner(s) (if not the applicant);
 - (2) Identify any coapplicants, site developer(s), and wireless carrier(s) on whose behalf the application is being submitted;
 - (3) Signed authorization by the property owner (if not the applicant) that is authenticated by their signature on the permit application, authorizing the applicant to file and pursue its permit application;
 - (4) Contact information for telephone, mailing address, fax, and e-mail communication of the applicant and owner;
 - (5) Physical location or address and a legal description of the project property where the proposed project will take place;
 - (6) A copy of the deed and easements pertaining to the property;
 - (7) A list of all landowners who own properties within 300 feet of the proposed project property;
 - (8) Scope of proposed site and facility improvements;
 - (9) Existing zoning designation of applicant property;
 - (10) A plot plan indicating the location of existing and proposed buildings and/or structures and distances from the property line to the front, back, and sides of proposed and existing buildings;

- (11) One set of a scaled site plan that depict the location of, at least, proposed vehicular access, the finish grade of the project site, onsite drainage facilities and potential snow storage areas;
 - (12) One set of other construction documents and/or other data that the applicant may consider relevant to the application shall be submitted with the building permit application;
 - (13) For any applicant seeking a permit to install a new Small Cell Facility or DAS on an existing building or other structure, other than an existing Tower or Pole, proof and a written certification from applicant that Colocation options on existing Towers and Poles were considered and found not feasible;
 - (14) One electronic copy (PDF) of all construction drawings prepared that are consistent with the construction standards in most current International Code Council edition and stamped by a licensed Wyoming engineer. Plans shall illustrate the proposed foundation, floor plan, typical wall section, roof system, building elevations, as well as electrical, plumbing, and HVAC systems. Before a permit can be issued from the Town of Afton, plans must be reviewed and permit to construct issued by the State Fire Marshal's Office, or confirmation satisfactory to the Town that the State Fire Marshal Plan Review is not required; and
 - (15) One set of Curb, Gutter and Landscaping designs and plans.
- (f) Applications for the construction of a new Tower, new Pole, or any other proposed WCF requiring a WCF Conditional Use Permit shall additionally include the following information:
- (1) Coverage Gap Analysis: RF engineering report showing why the Tower is needed, which must include identification and proof of any claimed coverage gap, including the size of the gap, location and boundaries, and the nature of the coverage gap (e.g. outside, in-vehicle, in-building, etc.);
 - (2) Visual Impact Analysis and Photo Simulations: Visual simulations from at least four (4) public vantage points including but not limited to, public roads or parks. A "Zone of Visibility Map" shall also be provided to determine locations from where the new Tower will be seen;
 - (3) Proof and a written certification from applicant that Small-Cell Facilities, and DAS options were considered and found infeasible;
 - (4) A completed alternative site analysis of all potential alternative sites which the applicant has considered, which such analysis must include ~~the~~ (i) an inventory of all existing or approved tall structures (taller than ~~3050~~ feet) and existing communications towers that are located either (i) within the municipal bounds of the Town, or and (ii) within a [24]-mile radius of the

proposed site. ~~;~~ The completed alternative site analysis must also include:

(~~i~~) a map showing the exact location of each site inventoried, including latitude and longitude (degrees, minutes, seconds), ground elevation above sea level, the height of the structure and/or tower, and accessory buildings on the site of the inventoried location; (~~iii~~) an explanation of inventoried sites excluded from consideration for physical or technical reasons; (~~iii~~~~v~~) an outline of opportunities for shared use of an existing wireless facility as opposed to the installation of a new WCF; and (~~i~~~~v~~) proof of good-faith efforts to secure approval to use each potential, existing, or approved tall structure or Tower, including proof of the commercial and/or financial reasons why shared usage is not feasible.

- (5) A certification by the applicant that all equipment on the Tower or Pole will at all times be compliant with applicable FCC regulations.
- (6) A copy of any FCC license possessed by any carrier named as an applicant, co-applicant, or whose equipment is proposed for installation or siting.
- (7) A completed noise test.
- (g) The Zoning Administrator shall review the application for completeness. If the application is incomplete or otherwise defective, then, within thirty (30) days of the Town's receipt of the application, the Zoning Administrator, or their designee, shall mail the applicant a Notice of Incompleteness to the notice address provided by the applicant. The Zoning Administrator shall advise the applicant of the defects within its application, including a description of matters such as what items are missing from the application and/or why the application is incomplete and/or defective. If, within ten (10) days of receiving the requested supplemental submission, the Zoning Administrator determines that the supplemental submission is still deficient, the Zoning Administrator, or their designee, may issue a subsequent Notice of Incompleteness as described herein, notifying the applicant of the deficiency.
- (h) The Zoning Administrator will review completed applications to (i) assess consistency with the WCF development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code, and (ii) determine whether the WCF otherwise qualify as Permitted Uses or Conditional Uses. If the WCF qualify as Conditional Uses, the Zoning Administrator may request additional application materials required for a WCF Conditional Use Permit if the applicant has not already provided such information. If the Zoning Administrator denies a WCF Permitted Use Application based on a failure to comply with the requisite development and design criteria in Section 17-5-8, the Applicant may amend their application to one seeking a WCF Conditional Use Permit by giving written notice to the Zoning Administrator of the request to amend and providing any additional information required for a WCF Conditional Use Permit application.

Section 17-2-13.2 WCF Application Review Process

- (a) Permitted Uses. Applications for WCF that qualify as Permitted Uses will be processed as applications for Commercial Building Permits pursuant to Section 17-2-10.1. Applications for such WCF will be subject to the additional engineering review and be responsible for the associated costs, as described in Sections 17-2-10.1(d) and (h).
- (b) Conditional Uses. All other applications for WCF that do not qualify as Permitted Uses, specifically including applications for new Towers, will be processed as Conditional Uses pursuant to the following sections.
 - (1) Based upon a review of the completed application, the Zoning Administrator shall provide a written staff report to the Afton Planning and Zoning Board that confirms the completeness of the WCF Conditional Use Permit application and the receipt of required filing fees. If necessary, this report may also recommend possible modifications to the project, or provide a rationale for the recommended denial of the WCF Permit application.
 - (2) The Town Clerk shall notify, in writing, all landowners of properties that are located within 300 feet of the lot or parcel proposed for the Wireless Communication Facility. This notice will generally advise landowners of the proposed project, and the date when any written comments from the general public are to be received.
 - (3) A public hearing shall be required during a regular or special meeting of the Planning and Zoning Board. The time and place of the hearing shall be advertised twice, at least, in advance of the hearing in a publication of general circulation in the Town of Afton. During the public hearing, the applicant or applicant's representative must be present at the meeting or be available via audio for any questions and must provide a brief overview of the proposed WCF Conditional Use Permit application. Subsequently, the Planning and Zoning Board will receive public comments concerning the proposed permit and application.
 - (4) The Planning and Zoning Board shall review and discuss the recommendations of the Zoning Administrator. The Planning and Zoning Board may retain independent technical experts at the applicant's expense to review the application and accompanying materials. Applicant(s) or applicant's representative must be present at the meeting or be available via audio or another form of electronic communications for any questions. Subsequently, the Planning and Zoning Board shall set forth written factual determinations recommending approval of the Conditional Use Permit, with or without conditions; or recommending denial of the Conditional Use Permit.

- (5) The Town Council shall review the applicant's application and any material submitted in connection with, the Zoning Administrator's staff report, and the recommendation of the Planning and Zoning Board. The Afton Town Council shall approve, approve with conditions or modifications, or deny the proposed WCF Conditional Use Permit.
- (6) In making its determination, the Town Council must set forth written factual determinations about the proposed project using the Standard of Review set forth in Section 17-2-13.3.
- (7) The Zoning Administrator shall issue a written notice of determination to the applicant within ~~five~~ (5) business days of the decision of the Afton Town Council. The notice will indicate the decision made and, when appropriate, conditions that may accompany the approval of the Condition Use Permit or reasons why the application was denied.
- (8) An applicant may appeal any final decision of the Town Council related to an application for a WCF Conditional Use Permit. Any appeal shall be made to the Board of Adjustment in accordance with Chapter 6, Section 17-6-1.3 of the Afton Land Development Code.

Section 17-2-13.3 WCF Conditional Use Permit Application Standard of Review

- (a) The proposed project described in an application for a WCF Conditional Use Permit must be consistent with each item of concern described in the legislative intent set forth in, Section 17-5-8(a) of the Afton Development code.
- (b) An application for a WCF Conditional Use Permit, including a permit seeking to construct a new Tower, shall be denied unless the applicant demonstrates through independent engineering analysis that existing or approved Towers or structures cannot safely or feasibly host the proposed facility, or that placing the proposed WCF on an existing or approved Towers or structures would not remedy an actual coverage gap identified by the applicant.
- (c) Subject to Section 17-2-13.3(d), an application seeking to construct a new Tower, shall be denied unless the proposed Tower meets each applicable requirement and standard set forth in Chapter 5, Section 17-5-8 of the Afton Development code.
- (d) Notwithstanding anything in the Afton Town Land Development Code to the contrary, an applicant may not be denied an application for a WCF Conditional Use Permit if the applicant can demonstrate that denial of the application will prohibit or effectively the provision of telecommunications services within the Town of Afton. Likewise, no conditions may be imposed on the approval of a WCF Conditional Use Permit if the applicant can demonstrate that the imposition of such conditions will prohibit or effectively prohibit the provision of telecommunications services within the Town of Afton. The applicant shall bear the burden of proof.

- (e) The following constraints on the placement of WCF are outside the Town's control and as such will not be deemed a prohibition or effective prohibition:
 - (1) The applicant's inability to secure space for Colocation of WCF on existing Towers that otherwise would remedy applicant's claimed coverage gap.
 - (2) The applicant's inability to purchase or lease land for the construction or installation of WCF.

Section 2. Amending Section 17-3-2.6. Section 17-3-2.6(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(12) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

**Title XVII – Land Development Code
Chapter 3 Zoning Regulations**

Section 17-3-2.6 CBD Central Business District

(b) (i) Permitted Uses:

- (12) Wireless Communication Facilities ("WCF"), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Poles; and
- (2) Any WCF, except for new Towers, that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 3. Amending Section 17-3-2.7. Section 17-3-2.7(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(16) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.7 GC General Commercial District

(b) (i) Permitted Uses:

- (16) Wireless Communication Facilities ("WCF"), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Towers;
- (2) Poles; and
- (3) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 4. Amending Section 17-3-2.8. Section 17-3-2.8(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(18) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.8 MCI Mixed Commercial Industrial District

(b) (i) Permitted Uses:

- (18) Wireless Communication Facilities (“WCF”), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Towers;
- (2) Poles; and
- (3) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 5. Amending Section 17-3-2.9. Section 17-3-2.9(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(15) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.9 ACR Agriculture, Conservation, and Recreation District

(b) (i) Permitted Uses:

- (15) Colocation of WCF on existing Towers.

(ii) Conditional Uses:

- (1) Towers; and

- (2) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. New Poles are not a conditional use.

Section 6. Establishment of Section 17-5-8 et seq. Section 17-5-8 et seq. is hereby established to read as follows:

**Title XVII – Land Development Code
Chapter 5 Development Standards**

Section 17-5-8 Wireless Communications Facilities Design Standards

- (a) Intent: The wireless telecommunication towers and facilities standards outlined in Section 17-5-8 are intended to:
 - (1) Preserve the character, aesthetic and scenic quality, quality of life, and property values of the Town;
 - (2) Protect public health, safety, and welfare and the exposure of persons and property to potential dangers and disturbances from wireless communication facilities, such as structural failures, icefall, debris fall, noise, and fire;
 - (3) Minimize the number of large wireless telecommunication towers and need for the siting of new wireless communication towers and limit any negative impacts caused by such towers on property values, quality of life, aesthetic resources, and the rural or residential character of the Town;
 - (4) Encourage the use of Colocation and Small-Cell Facilities and DAS;
 - (5) Balance the Town's rights under the Federal Telecommunications Act of 1996 with the obligation to ensure that the Town's regulations do not prohibit or effectively prohibit the provision of wireless services.
- (b) Wireless Communications Facilities Generally
 - (1) Wireless Communications Facilities ("WCF") are prohibited in all residential zones.
 - (2) No advertising or signage is permitted to be affixed or attached to any WCF, except for required safety or manufacturer warnings.
 - (3) Abandonment & Removal:
 - (aa) If a WCF is unused for six (6) consecutive months, it shall be considered abandoned.

- (bb) Upon written notice from the Town, the facility owner must remove an abandoned WCF and associated structures and equipment within 60 days.
- (cc) Before construction, the applicant must provide a decommissioning bond or equivalent financial surety in an amount sufficient to cover full removal and site restoration.
- (dd) Any leases or other agreements between the facility owner and the property owner must require the facility owner to remove the WCF and restore the property upon termination.

(c) Small Cells and DAS

- (1) Small-Cell Facilities and DAS are only permitted in General Commercial, Central Business District, or Mixed Commercial Industrial Zones.
- (2) Small-Cell Facilities are prohibited within 500 feet of a residential zone.
- (3) New Poles: new support structures for any Small-Cell Facilities or DAS shall be allowed only when applicant demonstrates that no existing Pole, building, or structure is feasible or available for Colocation.
- (4) All Small-Cell Facilities shall comply with the following:
 - (aa) Antenna Volume: shall not exceed three (3) cubic feet per antenna.
 - (bb) Associated Equipment Volume: shall not exceed twenty-eight (28) cubic feet per facility.
 - (cc) Concealment: equipment shall be internal to the support structure or flush-mounted and painted or finished to match host structure.
 - (dd) Height: antennas must not extend more than six (6) feet above the existing height of the host structure.
 - (ee) Cabling: wiring shall be internal to the support structure where feasible.
 - (ff) Ground Equipment: shall be underground where feasible or screened with landscaping or decorative enclosures.
 - (gg) Public Safety and Accessibility: installations shall not obstruct sidewalks, driveways, ADA routes, or reduce visibility at intersections and shall maintain minimum clear sidewalk path of four (4) feet.

(d) Towers

- (1) Siting. Towers are considered Conditional Uses in the General Commercial, Mixed Commercial, and ACR Agricultural, Conservation, and Recreation District. Towers are prohibited in all other zones. Towers shall not be permitted in environmentally sensitive or constrained areas such as: wetlands, floodplains, designated wildlife corridors, or conservation lands.
- (2) Height and Setback Standards for Towers:
 - (aa) Towers shall not exceed 80 feet in height.
 - (bb) Towers shall be set back a minimum distance equal to 1.1 times or 110% of the Tower height from all property lines.
 - (cc) Towers shall be located no closer than 500 feet from any ~~residential dwelling located in a~~ residential zone.
 - ~~(dd) Towers shall not be permitted within 500 feet of:~~
 - ~~• [Schools, daycare facilities;]~~
 - ~~• [Parks, playgrounds, athletic fields;]~~
 - ~~• [Historic or cultural sites;]~~
 - ~~• [Scenic byways or officially designated scenic areas; or]~~
 - ~~• [Churches or other places of public assembly.]~~
- (3) Aesthetic Standards for Towers:
 - (aa) The Town of Afton may require as a condition of approval that new Towers minimize visual impact through the use of “stealth” designs such as monopine (fake tree), flagpole, light pole, steeple, or other camouflaged structures.
 - (bb) Lattice towers, guy-wire towers, and other bulky structures are prohibited.
 - (cc) Ground equipment, such as equipment cabinets ~~or bases~~ or bases, must be screened by using opaque evergreen landscaping (minimum 15 ft high) or architecturally compatible enclosures.
 - (dd) No lighting except as required by FAA.
- (4) Colocation Requirement
 - (aa) Any new Tower must be structurally designed to support at least three (3) carriers.

(bb) Tower owners must allow other wireless service providers, including direct competitors, to colocate on reasonable terms and at fair and reasonable market rates.

- (5) Permitting & Review Process: All new Tower applications require a Conditional Use Permit (CUP), reviewed by the Planning & Zoning Board and approved by the Town Council after a public hearing as prescribed in Section 17-2-13 et seq.

Section 7. Amending Section 17-7-2. Section 17-7-2 is hereby amended to add the additional definitions alphabetically within the Definitions found in said section:

**Title XVII – Land Development Code
Chapter 7 Definitions and Rules of Interpretations**

Wireless Communication Facility (WCF): Any structure, antenna, or associated equipment used for transmitting or receiving wireless signals and providing personal wireless services as defined in 47 U.S.C. §332(c)(7)(c)(i), including but not limited to Towers, Small-Cell Facilities, Distributed Antenna Systems, supporting equipment, and ground-based enclosures.

Tower: Any freestanding structure, whether permanent or temporary, including monopoles, and any structure that is constructed or used for the primary purpose of supporting antennas or any Wireless Communications Facility; provided, however, that Towers do not include Poles shorter than [thirty (30)] feet in height that are used to support Small-Cell Facilities.

Small-Cell Facility: A low-powered wireless facility, such as antennas, radios, or other associated equipment, typically mounted on existing utility poles, Poles, streetlights, traffic signal poles, or buildings.

Pole: A freestanding structure, no taller than [thirty (30)] feet in height developed solely to mount Small-Cell Facilities or Distributed Antenna Facilities; provided, however, that a Pole does not include other utility poles, streetlights, traffic signal poles, or buildings.

Distributed Antenna System (DAS): A network of spatially separated antenna nodes connected to a common source (via fiber, coax, or other means), used to provide wireless coverage.

Colocation: The placement of multiple antennas, DAS, Small-Cell Facilities, or carriers on an existing structure, Tower, Pole, or support facility.

Section 8. Amending Section 17-6-1.3. Section 17-6-1.3 is hereby amended to add the additional subsection (c) and special rules for appeals pertaining to Wireless Communication Facilities:

**Title XVII – Land Development Code
Chapter 6 Appeals and Enforcement**

- (c) An applicant seeking a WCF Conditional Use Permit, described in Chapter 2, Section 17-2-13 et seq. of the Afton Land Development Code, may appeal to the Afton Board of Adjustment any conditions or final determination on an application seeking such permit made by the Town Council (“WCF Conditional Use Appeal”). In addition to those rules set forth in Subsections (a) and (b) of this Section 17-6-1.3, the following additional rules shall apply to any WCF Conditional Use Appeal and supersede any conflicting rules in Subsections (a) and (b):

- (1) No public hearing shall occur; and
- (2) The Afton Board of Adjustment may review the Town Council’s final determinations related to or conditions imposed on an application for a WCF Conditional Use Permit to determine whether the Town Council’s determination and findings are consistent with the standards of review set forth in Chapter 2, Section 17-2-13.3 of the Afton Land Development Code.

Section 9. Severability. If any part of this Ordinance is held invalid, the remainder shall continue in full force and effect.

THIS ORDINANCE shall become effective upon the third and final reading

FOR THE GOVERNING BODY

TOWN OF AFTON

By: _____

Jeffrey Jensen, Mayor

Attest: _____

Tina McGarvey, Clerk

Passed, Adopted, and approved this _____ day of _____, 2026

First Reading:

Second Reading:

Third Reading:

THE TOWN OF AFTON, WYOMING

ORDINANCE 712

AN ORDINANCE OF THE TOWN OF AFTON, WYOMING ESTABLISHING REGULATION GOVERNING WIRELESS TELECOMMUNICATION TOWERS AND FACILITIES AND ESTABLISHING PERMIT PROCESSES

WHEREAS, the Town of Afton is a small, rural community located in the Star Valley of western Wyoming, and one of the Town's most valuable resources is the natural beauty of its surroundings, which include the Salt River Range to the east, the Webster Range to the west, and the ranches and farms that occupy much of the valley floor; and

WHEREAS, the Town has a compelling interest in the preservation of its unique community character, unobstructed views of scenic landscapes, and quality of life; and

WHEREAS, uncontrolled construction of large wireless telecommunication towers and facilities may negatively impact property values, aesthetic resources, and the rural or residential character of the Town; and

WHEREAS, the placement of wireless communication facilities and large wireless telecommunication towers in close proximity to schools, parks, historic areas, and residential neighborhoods may pose land-use, structural, or fall-zone safety concerns, such as structural failures, icefall, debris fall, noise, and fire, and may adversely affect scenic resources, and community welfare; and

WHEREAS, the Town has determined a need to minimize the number of large wireless telecommunication towers and need for the siting of new wireless communication towers in order to limit any negative impacts caused by such towers; and

WHEREAS, the Town recognizes the need to balance the provision of wireless communication services with the protection of its residents, consistent with the Federal Telecommunications Act of 1996 ("TCA"); and

WHEREAS, the TCA preserves local zoning authority over the placement, construction, and modification of wireless facilities, provided that such regulations do not prohibit or effectively prohibit the provision of wireless services; and

WHEREAS, the Town understands that it has an obligation under the TCA to ensure that suitable areas are zoned to allow for Wireless Communications Facilities, but the Town has determined that it has no obligation or ability to ensure that private landowners within such areas are willing to lease or sell their land for such purposes, or that owners of existing towers or structures are willing to lease space for Wireless Communications Facilities on reasonable terms; and

- (1) the scope of the proposed project and the applicant's specific project objectives;
 - (2) whether the proposed WCF qualifies as a Permitted or Conditional Use;
 - (3) the applicant's anticipated project schedule;
 - (4) approvals required by the Town of Afton before any WCF Permit can be issued;
 - (5) the documents, plans, drawings, fees, and other materials that will be needed to process a complete WCF application; and,
 - (6) potential issues associated with the project.
- (e) The applicant shall complete and file with the Town Clerk an application on forms prepared by the Town of Afton, along with any accompanying required documents and related filing fees. The owner(s) of the property where the proposed project will take place, or their legal representative, shall authorize the application via his or her signature on the application. The application shall include at least the following information and material:
- (1) Name and address of applicant and the owner(s) (if not the applicant);
 - (2) Identify any coapplicants, site developer(s), and wireless carrier(s) on whose behalf the application is being submitted;
 - (3) Signed authorization by the property owner (if not the applicant) that is authenticated by their signature on the permit application, authorizing the applicant to file and pursue its permit application;
 - (4) Contact information for telephone, mailing address, fax, and e-mail communication of the applicant and owner;
 - (5) Physical location or address and a legal description of the project property where the proposed project will take place;
 - (6) A copy of the deed and easements pertaining to the property;
 - (7) A list of all landowners who own properties within 300 feet of the proposed project property;
 - (8) Scope of proposed site and facility improvements;
 - (9) Existing zoning designation of applicant property;
 - (10) A plot plan indicating the location of existing and proposed buildings and/or structures and distances from the property line to the front, back, and sides of proposed and existing buildings;

- (11) One set of a scaled site plan that depict the location of, at least, proposed vehicular access, the finish grade of the project site, onsite drainage facilities and potential snow storage areas;
 - (12) One set of other construction documents and/or other data that the applicant may consider relevant to the application shall be submitted with the building permit application;
 - (13) For any applicant seeking a permit to install a new Small Cell Facility or DAS on an existing building or other structure, other than an existing Tower or Pole, proof and a written certification from applicant that Colocation options on existing Towers and Poles were considered and found not feasible;
 - (14) One electronic copy (PDF) of all construction drawings prepared that are consistent with the construction standards in most current International Code Council edition and stamped by a licensed Wyoming engineer. Plans shall illustrate the proposed foundation, floor plan, typical wall section, roof system, building elevations, as well as electrical, plumbing, and HVAC systems. Before a permit can be issued from the Town of Afton, plans must be reviewed and permit to construct issued by the State Fire Marshal's Office, or confirmation satisfactory to the Town that the State Fire Marshal Plan Review is not required; and
 - (15) One set of Curb, Gutter and Landscaping designs and plans.
- (f) Applications for the construction of a new Tower, new Pole, or any other proposed WCF requiring a WCF Conditional Use Permit shall additionally include the following information:
- (1) Coverage Gap Analysis: RF engineering report showing why the Tower is needed, which must include identification and proof of any claimed coverage gap, including the size of the gap, location and boundaries, and the nature of the coverage gap (e.g. outside, in-vehicle, in-building, etc.);
 - (2) Visual Impact Analysis and Photo Simulations: Visual simulations from at least four (4) public vantage points including but not limited to, public roads or parks. A "Zone of Visibility Map" shall also be provided to determine locations from where the new Tower will be seen;
 - (3) Proof and a written certification from applicant that Small-Cell Facilities, and DAS options were considered and found infeasible;
 - (4) A completed alternative site analysis of all potential alternative sites which the applicant has considered, which such analysis must include an inventory of all existing or approved tall structures (taller than 30 feet) and existing communication towers that are located either (i) within the municipal bounds of the Town, or (ii) within a 2-mile radius of the proposed site. The

completed alternative site analysis must also include: (i) a map showing the exact location of each site inventoried, including latitude and longitude (degrees, minutes, seconds), ground elevation above sea level, the height of the structure and/or tower, and accessory buildings on the site of the inventoried location; (ii) an explanation of inventoried sites excluded from consideration for physical or technical reasons; (iii) an outline of opportunities for shared use of an existing wireless facility as opposed to the installation of a new WCF; and (iv) proof of good-faith efforts to secure approval to use each potential, existing, or approved tall structure or Tower, including proof of the commercial and/or financial reasons why shared usage is not feasible.

- (5) A certification by the applicant that all equipment on the Tower or Pole will at all times be compliant with applicable FCC regulations.
 - (6) A copy of any FCC license possessed by any carrier named as an applicant, co-applicant, or whose equipment is proposed for installation or siting.
 - (7) A completed noise test.
- (g) The Zoning Administrator shall review the application for completeness. If the application is incomplete or otherwise defective, then, within thirty (30) days of the Town's receipt of the application, the Zoning Administrator, or their designee, shall mail the applicant a Notice of Incompleteness to the notice address provided by the applicant. The Zoning Administrator shall advise the applicant of the defects within its application, including a description of matters such as what items are missing from the application and/or why the application is incomplete and/or defective. If, within ten (10) days of receiving the requested supplemental submission, the Zoning Administrator determines that the supplemental submission is still deficient, the Zoning Administrator, or their designee, may issue a subsequent Notice of Incompleteness as described herein, notifying the applicant of the deficiency.
- (h) The Zoning Administrator will review completed applications to (i) assess consistency with the WCF development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code, and (ii) determine whether the WCF otherwise qualify as Permitted Uses or Conditional Uses. If the WCF qualify as Conditional Uses, the Zoning Administrator may request additional application materials required for a WCF Conditional Use Permit if the applicant has not already provided such information. If the Zoning Administrator denies a WCF Permitted Use Application based on a failure to comply with the requisite development and design criteria in Section 17-5-8, the Applicant may amend their application to one seeking a WCF Conditional Use Permit by giving written notice to the Zoning Administrator of the request to amend and providing any additional information required for a WCF Conditional Use Permit application.

Section 17-2-13.2 WCF Application Review Process

- (a) Permitted Uses. Applications for WCF that qualify as Permitted Uses will be processed as applications for Commercial Building Permits pursuant to Section 17-2-10.1. Applications for such WCF will be subject to the additional engineering review and be responsible for the associated costs, as described in Sections 17-2-10.1(d) and (h).
- (b) Conditional Uses. All other applications for WCF that do not qualify as Permitted Uses, specifically including applications for new Towers, will be processed as Conditional Uses pursuant to the following sections.
 - (1) Based upon a review of the completed application, the Zoning Administrator shall provide a written staff report to the Afton Planning and Zoning Board that confirms the completeness of the WCF Conditional Use Permit application and the receipt of required filing fees. If necessary, this report may also recommend possible modifications to the project, or provide a rationale for the recommended denial of the WCF Permit application.
 - (2) The Town Clerk shall notify, in writing, all landowners of properties that are located within 300 feet of the lot or parcel proposed for the Wireless Communication Facility. This notice will generally advise landowners of the proposed project, and the date when any written comments from the general public are to be received.
 - (3) A public hearing shall be required during a regular or special meeting of the Planning and Zoning Board. The time and place of the hearing shall be advertised twice, at least, in advance of the hearing in a publication of general circulation in the Town of Afton. During the public hearing, the applicant or applicant's representative must be present at the meeting or be available via audio for any questions and must provide a brief overview of the proposed WCF Conditional Use Permit application. Subsequently, the Planning and Zoning Board will receive public comments concerning the proposed permit and application.
 - (4) The Planning and Zoning Board shall review and discuss the recommendations of the Zoning Administrator. The Planning and Zoning Board may retain independent technical experts at the applicant's expense to review the application and accompanying materials. Applicant(s) or applicant's representative must be present at the meeting or be available via audio or another form of electronic communications for any questions. Subsequently, the Planning and Zoning Board shall set forth written factual determinations recommending approval of the Conditional Use Permit, with or without conditions; or recommending denial of the Conditional Use Permit.

- (5) The Town Council shall review the applicant's application and any material submitted in connection with, the Zoning Administrator's staff report, and the recommendation of the Planning and Zoning Board. The Afton Town Council shall approve, approve with conditions or modifications, or deny the proposed WCF Conditional Use Permit.
- (6) In making its determination, the Town Council must set forth written factual determinations about the proposed project using the Standard of Review set forth in Section 17-2-13.3.
- (7) The Zoning Administrator shall issue a written notice of determination to the applicant within five (5) business days of the decision of the Afton Town Council. The notice will indicate the decision made and, when appropriate, conditions that may accompany the approval of the Condition Use Permit or reasons why the application was denied.
- (8) An applicant may appeal any final decision of the Town Council related to an application for a WCF Conditional Use Permit. Any appeal shall be made to the Board of Adjustment in accordance with Chapter 6, Section 17-6-1.3 of the Afton Land Development Code.

Section 17-2-13.3 WCF Conditional Use Permit Application Standard of Review

- (a) The proposed project described in an application for a WCF Conditional Use Permit must be consistent with each item of concern described in the legislative intent set forth in, Section 17-5-8(a) of the Afton Development code.
- (b) An application for a WCF Conditional Use Permit, including a permit seeking to construct a new Tower, shall be denied unless the applicant demonstrates through independent engineering analysis that existing or approved Towers or structures cannot safely or feasibly host the proposed facility, or that placing the proposed WCF on an existing or approved Towers or structures would not remedy an actual coverage gap identified by the applicant.
- (c) Subject to Section 17-2-13.3(d), an application seeking to construct a new Tower, shall be denied unless the proposed Tower meets each applicable requirement and standard set forth in Chapter 5, Section 17-5-8 of the Afton Development code.
- (d) Notwithstanding anything in the Afton Town Land Development Code to the contrary, an applicant may not be denied an application for a WCF Conditional Use Permit if the applicant can demonstrate that denial of the application will prohibit or effectively the provision of telecommunications services within the Town of Afton. Likewise, no conditions may be imposed on the approval of a WCF Conditional Use Permit if the applicant can demonstrate that the imposition of such conditions will prohibit or effectively prohibit the provision of telecommunications services within the Town of Afton. The applicant shall bear the burden of proof.

- (e) The following constraints on the placement of WCF are outside the Town's control and as such will not be deemed a prohibition or effective prohibition:
 - (1) The applicant's inability to secure space for Colocation of WCF on existing Towers that otherwise would remedy applicant's claimed coverage gap.
 - (2) The applicant's inability to purchase or lease land for the construction or installation of WCF.

Section 2. Amending Section 17-3-2.6. Section 17-3-2.6(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(12) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

**Title XVII – Land Development Code
Chapter 3 Zoning Regulations**

Section 17-3-2.6 CBD Central Business District

(b) (i) Permitted Uses:

- (12) Wireless Communication Facilities ("WCF"), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Poles; and
- (2) Any WCF, except for new Towers, that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 3. Amending Section 17-3-2.7. Section 17-3-2.7(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(16) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.7 GC General Commercial District

(b) (i) Permitted Uses:

- (16) Wireless Communication Facilities ("WCF"), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Towers;
- (2) Poles; and
- (3) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 4. Amending Section 17-3-2.8. Section 17-3-2.8(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(18) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.8 MCI Mixed Commercial Industrial District

(b) (i) Permitted Uses:

- (18) Wireless Communication Facilities (“WCF”), except for new Towers or Poles, that meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. Colocation of WCF on existing Towers or Poles is a permitted use.

(ii) Conditional Uses:

- (1) Towers;
- (2) Poles; and
- (3) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code.

Section 5. Amending Section 17-3-2.9. Section 17-3-2.9(b) is hereby amended to add subsections (b)(i) and (b)(ii), add subsection (b)(i)(15) as an additional permitted use, and to add subsection (b)(ii) as a conditional use:

Section 17-3-2.9 ACR Agriculture, Conservation, and Recreation District

(b) (i) Permitted Uses:

- (15) Colocation of WCF on existing Towers.

(ii) Conditional Uses:

- (1) Towers; and

- (2) Any WCF that cannot meet the applicable development standards and design criteria outlined in Chapter 3 and Chapter 5, Section 17-5-8 of the Afton Land Development Code. New Poles are not a conditional use.

Section 6. Establishment of Section 17-5-8 et seq. Section 17-5-8 et seq. is hereby established to read as follows:

**Title XVII – Land Development Code
Chapter 5 Development Standards**

Section 17-5-8 Wireless Communications Facilities Design Standards

- (a) Intent: The wireless telecommunication towers and facilities standards outlined in Section 17-5-8 are intended to:
 - (1) Preserve the character, aesthetic and scenic quality, quality of life, and property values of the Town;
 - (2) Protect public health, safety, and welfare and the exposure of persons and property to potential dangers and disturbances from wireless communication facilities, such as structural failures, icefall, debris fall, noise, and fire;
 - (3) Minimize the number of large wireless telecommunication towers and need for the siting of new wireless communication towers and limit any negative impacts caused by such towers on property values, quality of life, aesthetic resources, and the rural or residential character of the Town;
 - (4) Encourage the use of Colocation and Small-Cell Facilities and DAS;
 - (5) Balance the Town's rights under the Federal Telecommunications Act of 1996 with the obligation to ensure that the Town's regulations do not prohibit or effectively prohibit the provision of wireless services.
- (b) Wireless Communications Facilities Generally
 - (1) Wireless Communications Facilities ("WCF") are prohibited in all residential zones.
 - (2) No advertising or signage is permitted to be affixed or attached to any WCF, except for required safety or manufacturer warnings.
 - (3) Abandonment & Removal:
 - (aa) If a WCF is unused for six (6) consecutive months, it shall be considered abandoned.

- (bb) Upon written notice from the Town, the facility owner must remove an abandoned WCF and associated structures and equipment within 60 days.
- (cc) Before construction, the applicant must provide a decommissioning bond or equivalent financial surety in an amount sufficient to cover full removal and site restoration.
- (dd) Any leases or other agreements between the facility owner and the property owner must require the facility owner to remove the WCF and restore the property upon termination.

(c) Small Cells and DAS

- (1) Small-Cell Facilities and DAS are only permitted in General Commercial, Central Business District, or Mixed Commercial Industrial Zones.
- (2) Small-Cell Facilities are prohibited within 500 feet of a residential zone.
- (3) New Poles: new support structures for any Small-Cell Facilities or DAS shall be allowed only when applicant demonstrates that no existing Pole, building, or structure is feasible or available for Colocation.
- (4) All Small-Cell Facilities shall comply with the following:
 - (aa) Antenna Volume: shall not exceed three (3) cubic feet per antenna.
 - (bb) Associated Equipment Volume: shall not exceed twenty-eight (28) cubic feet per facility.
 - (cc) Concealment: equipment shall be internal to the support structure or flush-mounted and painted or finished to match host structure.
 - (dd) Height: antennas must not extend more than six (6) feet above the existing height of the host structure.
 - (ee) Cabling: wiring shall be internal to the support structure where feasible.
 - (ff) Ground Equipment: shall be underground where feasible or screened with landscaping or decorative enclosures.
 - (gg) Public Safety and Accessibility: installations shall not obstruct sidewalks, driveways, ADA routes, or reduce visibility at intersections and shall maintain minimum clear sidewalk path of four (4) feet.

(d) Towers

- (1) Siting. Towers are considered Conditional Uses in the General Commercial, Mixed Commercial, and ACR Agricultural, Conservation, and Recreation District. Towers are prohibited in all other zones. Towers shall not be permitted in environmentally sensitive or constrained areas such as: wetlands, floodplains, designated wildlife corridors, or conservation lands.
- (2) Height and Setback Standards for Towers:
 - (aa) Towers shall not exceed 80 feet in height.
 - (bb) Towers shall be set back a minimum distance equal to 1.1 times or 110% of the Tower height from all property lines.
 - (cc) Towers shall be located no closer than 500 feet from any residential zone.
- (3) Aesthetic Standards for Towers:
 - (aa) The Town of Afton may require as a condition of approval that new Towers minimize visual impact through the use of “stealth” designs such as monopine (fake tree), flagpole, light pole, steeple, or other camouflaged structures.
 - (bb) Lattice towers, guy-wire towers, and other bulky structures are prohibited.
 - (cc) Ground equipment, such as equipment cabinets or bases, must be screened by using opaque evergreen landscaping (minimum 15 ft high) or architecturally compatible enclosures.
 - (dd) No lighting except as required by FAA.
- (4) Colocation Requirement
 - (aa) Any new Tower must be structurally designed to support at least three (3) carriers.
 - (bb) Tower owners must allow other wireless service providers, including direct competitors, to colocate on reasonable terms and at fair and reasonable market rates.
- (5) Permitting & Review Process: All new Tower applications require a Conditional Use Permit (CUP), reviewed by the Planning & Zoning Board and approved by the Town Council after a public hearing as prescribed in Section 17-2-13 et seq.

Section 7. Amending Section 17-7-2. Section 17-7-2 is hereby amended to add the additional definitions alphabetically within the Definitions found in said section:

Title XVII – Land Development Code
Chapter 7 Definitions and Rules of Interpretations

Wireless Communication Facility (WCF): Any structure, antenna, or associated equipment used for transmitting or receiving wireless signals and providing personal wireless services as defined in 47 U.S.C. §332(c)(7)(c)(i), including but not limited to Towers, Small-Cell Facilities, Distributed Antenna Systems, supporting equipment, and ground-based enclosures.

Tower: Any freestanding structure, whether permanent or temporary, including monopoles, and any structure that is constructed or used for the primary purpose of supporting antennas or any Wireless Communications Facility; provided, however, that Towers do not include Poles shorter than thirty (30) feet in height that are used to support Small-Cell Facilities.

Small-Cell Facility: A low-powered wireless facility, such as antennas, radios, or other associated equipment, typically mounted on existing utility poles, Poles, streetlights, traffic signal poles, or buildings.

Pole: A freestanding structure, no taller than thirty (30) feet in height developed solely to mount Small-Cell Facilities or Distributed Antenna Facilities; provided, however, that a Pole does not include other utility poles, streetlights, traffic signal poles, or buildings.

Distributed Antenna System (DAS): A network of spatially separated antenna nodes connected to a common source (via fiber, coax, or other means), used to provide wireless coverage.

Colocation: The placement of multiple antennas, DAS, Small-Cell Facilities, or carriers on an existing structure, Tower, Pole, or support facility.

Section 8. Amending Section 17-6-1.3. Section 17-6-1.3 is hereby amended to add the additional subsection (c) and special rules for appeals pertaining to Wireless Communication Facilities:

Title XVII – Land Development Code
Chapter 6 Appeals and Enforcement

- (c) An applicant seeking a WCF Conditional Use Permit, described in Chapter 2, Section 17-2-13 et seq. of the Afton Land Development Code, may appeal to the Afton Board of Adjustment any conditions or final determination on an application seeking such permit made by the Town Council (“WCF Conditional Use Appeal”). In addition to those rules set forth in Subsections (a) and (b) of this Section 17-6-1.3, the following additional rules shall apply to any WCF Conditional Use Appeal and supersede any conflicting rules in Subsections (a) and (b):
 - (1) No public hearing shall occur; and

- (2) The Afton Board of Adjustment may review the Town Council's final determinations related to or conditions imposed on an application for a WCF Conditional Use Permit to determine whether the Town Council's determination and findings are consistent with the standards of review set forth in Chapter 2, Section 17-2-13.3 of the Afton Land Development Code.

Section 9. Severability. If any part of this Ordinance is held invalid, the remainder shall continue in full force and effect.

THIS ORDINANCE shall become effective upon the third and final reading

FOR THE GOVERNING BODY

TOWN OF AFTON

By: _____

Jeffrey Jensen, Mayor

Attest: _____

Tina McGarvey, Clerk

Passed, Adopted, and approved this _____ day of _____, 2026

First Reading:

Second Reading:

Third Reading:

Comprehensive Plan Kick-Off Meeting & 1st Work Session Scheduling

6 messages

Violet Sanderson <vsanderson@aftonwyoming.gov>

Fri, Jul 31, 2026 at 9:24 AM

To: Jeff Jensen <mayor@aftonwyoming.gov>, Dirk Hillyard <dhillyard@aftonwyoming.gov>, Scott Griffith <sgriffith@aftonwyoming.gov>, WILL WILKES <wwilkes@aftonwyoming.gov>, Brock Brown <bbrown@aftonwyoming.gov>, Justin Day <justinday112@gmail.com>, Justin Hurst <hurstjustin6@gmail.com>, JP <jeremyjprice@gmail.com>, Jacob Hunter <JTHUNTER06@gmail.com>, Brandt&Becky Babers <cliffrosehomes@gmail.com>

Dear Mayor Jensen, Council Members, and Planning & Zoning Board,

I wanted to provide a brief update regarding the Comprehensive Plan process. I just concluded a meeting with the lead engineer from our consulting firm to begin coordinating the project schedule and upcoming meetings.

We are looking to schedule our virtual Comprehensive Plan Kick-Off Meeting, which will be approximately one hour in length. The consulting team has the following availability:

- Monday, August 17 (daytime or evening)
- Tuesday, August 18 (daytime or evening)
- August 24–27 (daytime or evening)

In addition, we would like to get our first Comprehensive Plan Work Session with the consulting team on the calendar for the week of September 14. This meeting may also be scheduled during the day or in the evening, depending on the committee's availability. Please note that this work session is expected to last approximately three hours.

These two meetings are the first major milestones in the Comprehensive Plan process and must take place before we can begin the public engagement portion of the project. As such, it is important that we get them scheduled as soon as possible to keep the project on track.

The consulting team also anticipates providing the final Scope of Work to the Town early next week. Once received, it will be presented to the Town Council for final review and authorization at the next Town Council meeting, allowing us to formally execute the agreement and move forward with the project.

Mayor Jensen, I would also appreciate your direction regarding participation in this process. Would you prefer that we formally establish a smaller Comprehensive Plan Steering Committee comprised of representatives from the Town Council and Planning & Zoning Board to work directly with the consultants throughout the project, or would you prefer that we continue our current approach of inviting and encouraging as many Council Members and Planning & Zoning Board Members as possible to attend each of the planning meetings and work sessions? Either approach will work well, but establishing expectations now will help us coordinate meeting attendance and communication throughout the project.

At your earliest convenience, please let me know which dates and times work best for your schedule so we can coordinate a time that accommodates as many participants as possible.

Thank you all for your continued commitment to this important project. I look forward to working with each of you as we begin shaping Afton's Comprehensive Plan.

Sincerely,

--



AFTON WY
EST. 1902

Violet Sanderson
Afton Town Administrator
416 S. Washington Street
P.O. Box 310
Afton, WY 83110

Office: (307) 885-9831

Justin Day <justinday112@gmail.com>
To: Violet Sanderson <vsanderson@aftonwyoming.gov>

Sun, Aug 2, 2026 at 9:06 AM

Evenings work best for me. Either day is fine. JD.

[Quoted text hidden]

JP <jeremyjprice@gmail.com>
To: Violet Sanderson <vsanderson@aftonwyoming.gov>

Sun, Aug 2, 2026 at 1:53 PM

- Monday, August 17: I can make any time work.
- Tuesday, August 18: Evening
- August 24–27: As of right now:
- 8/24: 8-10 AM, 12-2, 3 PM on
- 8/25: 8-11 AM, 4 PM on
- 8/26: 8 AM - 2 PM. Hard stop at 2 due to board meeting
- 8/27: None. Unless this is the only day and then I can see what I can change

Week of Sept 14:

9/14: Can make all day work

9/15: 8 - 11:30 AM. 4 PM on

9/16: 5 PM on

9/17- IDK: Elk hunting

On Fri, Jul 31, 2026 at 9:24 AM Violet Sanderson <vsanderson@aftonwyoming.gov> wrote:

[Quoted text hidden]

mayor@aftonwyoming.gov <mayor@aftonwyoming.gov> Sun, Aug 2, 2026 at 2:58 PM
To: Violet Sanderson <vsanderson@aftonwyoming.gov>, Dirk Hillyard <dhillyard@aftonwyoming.gov>, Scott Griffith <sgriffith@aftonwyoming.gov>, WILL WILKES <wwilkes@aftonwyoming.gov>, Brock Brown <bbrown@aftonwyoming.gov>, Justin Day <justinday112@gmail.com>, Justin Hurst <hurstjustin6@gmail.com>, JP <jeremyjprice@gmail.com>, Jacob Hunter <JTHUNTER06@gmail.com>, Brandt&Becky Babers <cliffrosehomes@gmail.com>

Council, please respond quickly on what your availability is. My schedule is pretty flexible, and I can adjust to be there when it works for the Council members. August 26th is our normal work session; it is potentially getting filled up quickly. The sooner we can have the kickoff meeting, the sooner we can get moving on the report.

I would like to keep it as we have it now by having all of P&Z involved and having a couple of Council members part of the group. Council, who would like to commit to being a part of this Comp. Plan update? This would mean that you are involved throughout the entire process. Please let me know if you have interest.

Jeff

[Quoted text hidden]

JP <jeremyjprice@gmail.com> Sun, Aug 2, 2026 at 3:21 PM
To: mayor@aftonwyoming.gov
Cc: Violet Sanderson <vsanderson@aftonwyoming.gov>, Dirk Hillyard <dhillyard@aftonwyoming.gov>, Scott Griffith <sgriffith@aftonwyoming.gov>, WILL WILKES <wwilkes@aftonwyoming.gov>, Brock Brown <bbrown@aftonwyoming.gov>, Justin Day <justinday112@gmail.com>, Justin Hurst <hurstjustin6@gmail.com>, Jacob Hunter <JTHUNTER06@gmail.com>, Brandt&Becky Babers <cliffrosehomes@gmail.com>

This is my response to Violet earlier today.

- Monday, August 17: I can make any time work.
- Tuesday, August 18: Evening
- August 24–27: As of right now:
- 8/24: 8-10 AM, 12-2, 3 PM on
- 8/25: 8-11 AM, 4 PM on
- 8/26: 8 AM - 2 PM. Hard stop at 2 due to board meeting
- 8/27: None. Unless this is the only day and then I can see what I can change

Week of Sept 14:

9/14: Can make all day work

9/15: 8 - 11:30 AM. 4 PM on

9/16: 5 PM on

9/17- IDK: Elk hunting

[Quoted text hidden]

Jacob Hunter <jthunter06@gmail.com>

Sun, Aug 2, 2026 at 3:28 PM

To: mayor@aftonwyoming.gov, Violet Sanderson <vsanderson@aftonwyoming.gov>

I can make most any evening work. Daytime is hard for me.

Jacob Hunter

On Aug 2, 2026, at 2:58 PM, mayor@aftonwyoming.gov wrote:

[Quoted text hidden]



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: RP-26-00950
J-U-B Project Manager: Alison Breckon

This Agreement entered into and effective this 12th day of August 2026, between Town of Afton, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: update its Comprehensive Plan hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Violet Sanderson</u>	Work telephone	<u>307-558-9831</u>
	Address	<u>416 S Washington Streeet</u>	Home/cell phone	<u></u>
		<u>PO Box 310</u>	FAX telephone	<u></u>
		<u>Afton, WY 83110</u>	E-mail address	<u>vsanderson@aftonwyoming.gov</u>

For J-U-B:

1.	Name	<u>Alison Breckon</u>	Work telephone	<u>208-746-9010</u>
	Address	<u>201 S Jackson Street</u>	Cell phone	<u>208-301-7133</u>
		<u>Moscow ID 83843</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>abreckon@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Town of Afton

NAME
416 S Washington Streeet

STREET
Afton, WY 83110

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
846 6th Street

STREET
Clarkston, WA 99403

CITY / STATE / ZIP CODE

BY (Signature)
Jestin Hurst, Sr. Program Mgr/VP

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Afton Comprehensive Plan Update

CLIENT: Town of Afton

J-U-B PROJECT NUMBER: RP-26-00950

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 8/12/2026; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B understands that the Town of Afton seeks a comprehensive, community-driven update to its long-range planning framework, which was last comprehensively updated in 2008, to reflect current conditions, anticipated growth, infrastructure capacity, development trends, and community priorities. The project will require a coordinated review of existing plans, regulations, maps, facilities, utilities, transportation systems, and demographic and economic conditions; meaningful engagement with residents, stakeholders, Town staff, the Planning and Zoning Board, and Town Council, and preparation of an adoption-ready Comprehensive Plan that complies with Wyoming statutes (§ 15-1-503 through 507, § 15-1-601, and § 9-8-301) and provides clear, legally defensible direction for land use, housing, infrastructure, public facilities, growth management, and capital investment. The work will align the updated Plan with Title 17 of the Town's Land Development Code through a formal consistency analysis, recommended code amendments, and an actionable implementation strategy.

J-U-B will work with a subconsultant, Jorgensen Associates, who will support the scope of services described in Part 2.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Initiation

1. Subtask 001: Public Involvement

- a. For this task, J-U-B, will help coordinate and facilitate the public participation tasks for this project in coordination with the CLIENT to include:
 - i. Development of a public engagement strategy.
 - ii. Planning and Zoning and Town Council Workshop Facilitation - A total of two (2) Planning and Zoning Commission and Town Council work sessions. Each work session will last up to three (3) hours and include up to two (2) J-U-B/Jorgensen staff.

- iii. Open House Event Facilitation - J-U-B will coordinate one community open house event during project initiation to determine community priorities. J-U-B will develop a promotional flyer to advertise the open house event.
- iv. Public Survey - J-U-B will design, administer, and summarize one (1) online public survey to solicit feedback on key issues and opportunities, to be used to formulate Plan Goals.

Assumptions:

- i. CLIENT will provide meeting space for work sessions.
- ii. Open House Event will be coordinated with work session #1 to minimize travel costs.

Deliverable(s):

- i. Public engagement strategy document.
- ii. Work session agendas and summary minutes
- iii. Open house flyer
- iv. Open house event summary
- v. Public Survey Summary

2. Subtask 002: Existing Conditions Assessment

- a. Review, inventory, and assess existing conditions:
 - i. Land Use: Including land use patterns, zoning districts, housing, population and economic conditions. J-U-B will review zoning, existing land use, and future land use designations together with current demographic census, housing, and economic data to identify and analyze gaps, constraints, and areas for improvement.
 - ii. Transportation: Utilizing existing data, perform an inventory of transportation facilities, including active transportation and a review of the Lincoln County Transportation Alternatives Plan. J-U-B/Jorgensen will assess transportation facilities to identify potential gaps and LOS deficiencies to facilitate development of a prioritized, planning level list of Capital Improvement Projects.
 - iii. Utilities: Utilizing existing data, perform an inventory of water, sewer, electrical, and telecommunications. J-U-B/Jorgensen will utilize GIS to map existing infrastructure based upon readily available data, as-builts, and staff input. J-U-B/Jorgensen will review available water and sewer master plans and capacity information with the staff to identify potential gaps and LOS deficiencies to facilitate development of a prioritized, planning level list of Capital Improvement Projects.
 - iv. Mapping: Develop up to 15 GIS maps related to elements of the comprehensive plan, such as land use, zoning, transportation, utilities, and future growth scenarios.
 - v. Assumptions:
 - i. J-U-B will utilize existing and readily available data/models. Inventory does not include field data collection, traffic studies, or utility models.
 - vi. Deliverables
 - i. Draft Comprehensive Plan Outline document
 - ii. Existing conditions narrative of plan elements
 - iii. GIS maps (pdf's for incorporation into the plan and GIS data layers upon request)

B. Task 002: Plan Development

- 1. J-U-B will prepare a Comprehensive Plan to guide future decision making and develop actionable implementation steps in Task 003:
 - a. J-U-B will develop and recommend strategies for implementation for inclusion in the 75% draft plan.
 - b. J-U-B will prepare a 75% draft comprehensive plan to be reviewed by staff prior to review by the Planning and Zoning Board and Town Council.

- c. Following review by staff, the Planning and Zoning Board, and Town Council, J-U-B will revise the draft plan.
- d. J-U-B will analyze and cross reference the draft Comprehensive Plan for consistency with the Town of Afton Title 17 Land Development Code. Inconsistencies will be documented and provide the basis for proposed revisions to Title 17.

Assumptions:

- i. Planning and Zoning Board and Town Council comments on the 75% draft will be compiled and addressed in one round of revisions to the 75% draft.

Deliverables:

- ii. Draft Comprehensive Plan (Microsoft Word document format)
- iii. Draft Code Consistency Matrix
- iv. Summary report of inconsistencies between the draft plan and Title 17
- v. Draft/proposed Title 17 revisions for Comprehensive Plan consistency

C. Task 003: Implementation and Adoption

1. For this task, J-U-B will:
 - a. Develop the final draft Comprehensive Plan.
 - b. The final draft plan will include prioritized strategies for implementation.
 - c. Facilitate one (1) open house to present the final draft plan to the community and solicit feedback. Presentation materials may include up to 10 presentation boards. J-U-B will develop a promotional flyer to advertise the open house event.
 - d. J-U-B/Jorgensen will attend one public hearing with the Planning and Zoning Board.
 - e. J-U-B/Jorgensen will attend one public hearing with the Town Council
 - f. Assumptions:
 - i. Open House Event will be coordinated with the Planning and Zoning Board public hearing to minimize travel costs.
 - ii. CLIENT will promote and advertise public house event.
 - iii. Planning and Zoning Board and open house comments on the final draft will be compiled and addressed in one round of revisions to the final draft.
 - iv. CLIENT will prepare all required public hearing notices.

Deliverables:

- i. Final Draft Comprehensive Plan document with complete graphic formatting
- ii. Open house flyer and up to 10 presentation boards
- iii. Final public engagement summary report
- iv. Resolution for plan adoption

D. Task 004: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend monthly virtual client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.
11. Archive paper and electronic files and records.

12. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
13. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

Deliverables:

- i. Monthly budget/status updates via email

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Preparing public notices for public meetings that are a part of the scope for this project.
 2. Posting web content for CLIENT's web page and/or social media outlets.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Attendance at additional public involvement meetings (advisory group, Planning and Zoning Commission, Town Council, etc.) meetings not included in Part 2.
 2. Municipal Engineering
 3. Surveying
 4. Landscape Architecture

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
 1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Initiation	Lump Sum	\$40,500	August – October 2026
002	Plan Development	Lump Sum	\$24,500	November 2026 – March 2027
003	Implementation	Lump Sum	\$24,500	April – June 2027

004	Project Management	Lump Sum	\$6,500	Concurrent with work progress
Total:			\$96,000	

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, and document formatting (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Wyoming

TYPE OF WORK: Choose an item.

R&D: No

DISCIPLINE: Planning

PROJECT DESCRIPTION(S):

1. Planning (P05)
2. Public Involvement (201)