



Date: July 21, 2026

Department: Clerk

Presenter: Monica Chenault, Clerk/Treasurer

Subject: Attorney-Client Engagement Agreement with Jackson Hole Law, P.C. for the Annexation Matter Involving Alpine Property Holdings Group, LLC and Premier Realty Investments, LLC

Purpose:

Staff request that Council consider approving an Attorney-Client Engagement Agreement with Jackson Hole Law, P.C. to provide legal representation to the Town for the annexation matter involving Alpine Property Holdings Group, LLC and Premier Realty Investments, LLC. Approval is necessary because the Town Attorney has a conflict of interest and is unable to represent the Town in this matter.

Background:

The Town has received an annexation application from Alpine Property Holdings Group, LLC and Premier Realty Investments, LLC. As part of the annexation process, the Town requires legal counsel to advise staff and the Town Council, review legal documents, and represent the Town throughout the proceedings.

The Town's legal counsel, Mr. Sanderson, has identified a conflict of interest that prevents him from representing the Town in this annexation matter. In accordance with professional ethical obligations and to ensure impartial legal representation, staff sought outside legal counsel with municipal land use and annexation experience.

Jackson Hole Law, P.C. has provided an Attorney-Client Engagement Agreement for this matter. The agreement establishes an hourly billing rate of \$325.00 per hour, provides for monthly billing, requires no initial retainer, and limits the firm's representation to the annexation matter.

Alternatives: 1-4 alternatives

Option A — Approve the Attorney-Client Engagement Agreement with Jackson Hole Law, P.C.

- Benefits Include:
 - Provides the Town with independent legal representation.

- Ensures compliance with ethical requirements resulting from the Town Attorney's conflict of interest.
 - Allows the annexation process to proceed without unnecessary delay.
- Challenges Include:
 - Results in additional legal expenses to the Town.

Option B — Direct Staff to Seek Another Outside Law Firm

- Benefits Include:
 - Allows Council to consider additional legal service providers.
- Challenges Include:
 - May delay the annexation review process.
 - May result in higher legal costs or reduced familiarity with the matter.

Option C — Take No Action

- Benefits Include:
 - No immediate expenditure for outside legal services.
- Challenges Include:
 - The Town would lack legal representation for the annexation matter.
 - Could delay or hinder the Town's ability to properly process the annexation application.

Fiscal Impact:

The proposed agreement provides for legal services at an hourly rate of \$325.00 per hour, with invoices submitted monthly. No initial retainer is required. Legal expenses will be paid from the Town's legal services budget as costs are incurred.

Financial Consideration 1: Legal services will be billed on an hourly basis.

Financial Consideration 2: Staff will monitor legal expenditures throughout the annexation process.

Strategic or Community Impact:

Obtaining independent legal counsel ensures the Town complies with legal ethics requirements while maintaining transparency and public confidence in the annexation process. Independent representation helps protect the integrity of Council's decision-making and ensures the annexation proceedings are conducted in accordance with applicable Wyoming law.?

Key Questions:

1. Key question #1? Does the Council agree that retaining independent legal counsel is necessary due to the Town Attorney's conflict of interest?
2. Key question #2? Is Jackson Hole Law, P.C. an appropriate firm to represent the Town in this annexation matter?
3. Key question #3? Does the Council wish to authorize the Mayor to execute the engagement agreement on behalf of the Town?

Suggested Motion: 1 or 2 suggested motions

I move to approve the Attorney-Client Engagement Agreement between the Town of Alpine and Jackson Hole Law, P.C. for legal representation regarding the annexation matter involving Alpine Property Holdings Group, LLC and Premier Realty Investments, LLC, and authorize the Mayor to execute the agreement on behalf of the Town.