

TOWN OF BASIN COUNCIL
WORKSHOP MEETING APRIL 3, 2012
6:00 P.M.

AGENDA:

1. Budget Workshop – (6 to 7 pm)
 - a. Cemetery Hiring, Health Insurance Premiums, Wages, Gottche Wellness Benefit
2. Triplett Raw Water Request
3. Keele Sanitation/Roadrunner Outside Hauler Information
4. Peddler, Itinerant Vendors and Itinerant Merchant Ordinance*
5. Herb Wilkinson Request for Garbage Service – Outside of Town Limits
6. WAM Convention
7. Residential Relending Program Update, Draft Note*
8. Policy Manual – Bereavement Leave*
9. Open Burn Permit Request Update*
10. Garbage Update
 - a. Solid Waste District Discussion Update
 - b. Cardboard Update
 - c. Ad-hoc Committee Update
11. Electric Update/March Monthly Status Report
 - a. Line Truck
 - b. Pole Inspection Quotes
12. Water/Sewer/RW Update/March Monthly Status Report
 - a. Raw Water Pond Cleaning Update
13. Law Enforcement Update/March Monthly Status Report*
 - a. Status of NIMS Training by Mayor and Council
14. Administration Update/March Monthly Status Report
 - a. Important Budgeting Dates
 - i. April 3, 6 pm, preliminary budget review
 - ii. May 1, 6 pm, Proposed Budget Review (1st Reading)
 - iii. May 21st (on or before), notify County Commissioners of amount of tax (Mil Levy) to be collected against taxable property for FY 12/13.
 - iv. May 31, Publish notice in newspaper of Budget Public Hearing with Summary of Proposed Budget.
 - v. June 3, 7 pm, Budget Workshop (2nd Reading)
 - vi. June 12, Regular Council Meeting, Public Hearing for Proposed Budget.
 - vii. June 12, Regular Council Meeting, Adopt Budget Ordinance (3rd Reading)
 - viii. June 13, Mail copy of publication of hearings to the director of the state department of audit
 - ix. June 21, Publish Adopted Budget Ordinance in newspaper.
15. Public Works Update/March Monthly Status Report*
16. Building Permits: Chris Kampbell 616 West D Street, Sidewalk,Patio,Deck,Fence
Ryan Baumeister, 403 S. 6th Street, Replace old fence
David Sanders, 853 North 7th, Remove/replace existing Residence
Brenda Weber, 516 West E. St., Fence
17. Review preliminary copy of Flood Insurance Rate Map and Flood Insurance Study
18. Exec Session, Personnel
19. Round Table *Documents Attached

PEDDLERS, ITINERANT VENDORS AND ITINERANT MERCHANTS

2-4-1: LICENSE REQUIRED:

A. License Required; Exception: It shall be unlawful for any peddlers, itinerant vendor, or itinerant merchant to carry on said trade, business or calling, or to sell or offer for sale any merchandise, within the limits of the town without having first paid into the treasury of said town the sum of twenty five dollars (\$25.00) and obtaining a license to carry on said trade, business or calling for the period of three (3) months. Provided, however, that this section shall not apply to the vendors of farm products produced in Big Horn County.

NOTICE EMAIL:

Good Morning:

It is my pleasure to inform you that yesterday, March 15, the Wyoming Business Council Board of Directors approved a loan in the amount of \$100,000.00 through the State Energy Office Residential Re-Lending Program to the Town of Basin, Electric Utility.

Next Steps:

--It is up to you to verify that everything is in order for you to accept the loan funds. You may need to work with your Board of Directors and the Public Service Commission to ensure that you may accept the debt.

--The State Energy Office will work to initiate a Loan Agreement and Contract between The State Energy Office and the Town of Basin Electric Utility. The loan format is attached here for your review.

--We hope to route the documents in the next couple of weeks and have them completed by mid-April.

--Once all documents are fully executed, we will fund the loan.

Ongoing reporting will be required once the loans are active. Please feel free to contact me if you have any questions.

Heather Tupper

Marketing & Outreach Program Manager

Wyoming Business Council, State Energy Office

PROMISSORY NOTE

FOR VALUE RECEIVED, The Utility Company, whose principal office is located at XXX, XXX, Wyoming (the "Borrower"), promises to pay to the order of **WYOMING BUSINESS COUNCIL, a body corporate organized under the laws of the State of Wyoming and operating as a state instrumentality operated solely for the public benefit**, whose principal office is located at 214 West 15th Street, Cheyenne, Wyoming 82002 (the "Lender") the unpaid principal amount made to the Borrower, together with interest on the principal amount outstanding from time to time.

Section 1. Amount and Terms of Loan.

1.1. Non-Revolving Term Loan.

Upon the full and timely compliance by the Borrower of, and subject in all respects to, the further terms and conditions, the Lender agrees to make a single advance to the Borrower on a closed end basis. The maximum principal amount at any time shall never exceed DOLLAR AMOUNT. The outstanding principal balance of the loan shall bear interest at the annual rate of one percent (1%), calculated on the basis of a 365-day year and actual days elapsed.

1.2. Term.

The term of this Promissory Note ("Note") shall be ten (10) years from the date of execution of this Note.

1.3. Principal Advance.

- a. Proceeds will be advanced at the time of closing.
- b. The Lender will disburse in the form of a ACH transfer into the Borrower's financial institution.

1.4. Repayment.

- a. During the first two years, payments shall be interest only. Interest shall be computed annually based on the outstanding principal of the loan. Payments shall be made on an annual basis following the date of the Note. Lender will invoice Borrower by regular mail the amount of interest to come due on the ensuing payment date.
- b. Principal and interest payments shall begin at the third year and shall be equal to the remaining eight year amortization on an annual basis.

1.5. Payment in Full on Maturity.

The Borrower shall pay all outstanding indebtedness on the maturity date. The maturity date is ten years from the date of execution of this Note.

1.6. Application of Payments Made to the Lender.

Payments received from the Borrower shall be applied first to accrued and unpaid interest; then to principal. Should the Lender hold any such excess payments on the Maturity Date, the Lender shall refund to the Borrower from such excess payments such amounts as are necessary to bring the balance owing on the loan to zero. Interest shall not accrue on any negative principal balance nor shall any such balance be construed or otherwise considered to be a loan by the Borrower to the Lender.

1.7. Loan Cost.

The loan shall be made at no cost to the Lender, and all fees and expenses, including (without limitation) the Lender's counsel fees and expenses and all other reasonable expenses relating to the loan shall be paid by the Borrower, whether incurred before, on, or after the date of the Note, such that the loan shall be free of cost to the Lender.

1.8. Condition of Lending.

- a. Borrower shall have delivered a completed application to the Lender, in form and content acceptable to the Lender.

b. Lender shall provide an annual statement representing payments due according to section 1.4 and 1.5 of this note.

c. Borrower shall provide a general ledger representing each of the Underlying Loans made to residential clients of the Borrower on an annual basis. Underlying Loans are defined as the loans executed from the Borrower to third party Wyoming residential clients of the Borrower.

d. Borrower shall have covenanted to use the proceeds of the Note only to make Underlying loans to residential customers of the Borrower.

e. This Note and related documents shall conform with the American Recovery and Reinvestment Act of 2009.

Section 2. Collateral.

2.1. Security.

This Note is unsecured

2.2. Guaranty.

This Note is a non-recourse loan

Section 3. Default.

3.1. Event of Default.

The occurrence of an event of default will constitute a material breach and a default under this Note.

a. The failure to make payment as invoiced shall constitute as event of default.

b. The Lender reserves the right to call the balance of the loan in the event that the Borrower fails to use the proceeds to make Underlying Loans to residential utility customers.

3.2. Acceleration.

Upon the occurrence of an Event of Default and after any applicable grace and/or cure periods, the Lender may declare the entire unpaid balance of this Note, together with interest accrued thereon, to be immediately due and payable and may proceed to exercise any and all rights, powers, and remedies that the Lender may have under this Note or any other Loan Document or that may be available to the Lender at law or in equity.

Section 4. General Provisions.

4.1. Advance of Funds.

Loan Proceeds shall be deposited into an account at a financial institution with adequate coverage from the FDIC or equivalent. In the event the deposit exceeds the insured limit, the financial institution shall pledge securities for deposits above the FDIC or equivalent insurance.

4.2. Amendments.

Any changes, modifications, revisions or amendments to this Note which are mutually agreed upon by the parties to this Note shall be incorporated by written instrument, executed and signed by all parties to this Note.

4.3. Applicable Law/Venue.

The construction, interpretation and enforcement of this Note shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Note and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The State of Wyoming and the Lender do not waive sovereign immunity by entering into this Note, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state and federal law.

4.4. Assignment/Note Not Used as Collateral.

The Borrower shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Note without the prior written consent of the Lender. The Borrower shall not use this Note, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Lender.

4.5. Audit/Access to Records.

Lender and any of its representatives shall have access to any books, documents, papers, and records of the Borrower which are pertinent to this Note.

4.6. Compliance with Laws.

The Borrower shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Note.

4.7. Ethics.

Borrower shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*).

4.8. Indemnification.

The Borrower shall indemnify, defend and hold harmless the State, the Lender, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses and liability arising out of Borrower’s obligations or performance under this Note.

4.9. Notices.

All notices arising out of, or from, the provisions of this Note shall be in writing and given to the parties at the address provided under this Note, either by regular mail or delivery in person.

4.10. Sovereign Immunity.

The State of Wyoming and the Lender do not waive sovereign immunity by entering into this Note, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

4.11. Waiver.

The waiver of any breach in term or condition in this Note shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

In witness whereof, the Borrower has caused this Note to be executed by its duly authorized representative this _____ day of _____, 20__.

Utility Company by:

(Name and Title)

ATTEST:

From January 21, 2007 Employee Policy Manual:

FUNERAL LEAVE

If a death occurs among members of the employee’s immediate family (as defined), the employee may be granted paid funeral leave as necessary. A maximum of three (3) days may be taken for funeral leave. The granting of this leave shall be at the discretion of the Mayor. Refer to the Leave Request Form #84-1.

From April 7, 2008 Employee Policy Manual to present:

Leave

Jury Duty.....	13
Military Leave.....	13
Time Off To Vote	14

Holiday & Vacation

Holidays	21
Sick Leave.....	21
Vacation	22
Family Medical Leave Act.....	22

[All Funeral Leave Benefits removed with adoption in 2008]

TOWN OF BASIN

INCORPORATED AUGUST 6, 1902
BASIN, WYOMING 82410

209 SOUTH 4th STREET
PO BOX 599

TEL 307-568-3331
FAX 307-568-9352

OPEN BURNING

This information will be made available to the residents of the Town of Basin to help promote proper burning and create more considerate and cooperative neighborhoods.

The Town of Basin has received a town-wide burning permit from the Wyoming Department of Environmental Quality to allow burning from April 13, 2012 through April 22, 2012.

Various guidelines should be followed to promote responsible burning within the Town of Basin.

- Burning may not commence until the raw water system is on.
- Contact neighboring residence(s), workplace(s), or other place(s) where people congregate prior to igniting the open burn.
- Do not burn closer than 500 feet on other property to a neighboring residence, workplace, or other place where people congregate to minimize the impacts from smoke.
- Burn piles must be less than 1,250 cubic feet.
- Conduct burning during the daytime between 10:00 am and 4:00 pm to help minimize the impacts from smoke.
- Don't burn if the wind direction would cause smoke to blow toward a neighboring residence, workplace, or other place where people congregate.
- Don't burn on very calm or cold days, when there is likely to be an atmospheric inversion that will trap smoke near the ground.
- Burn in the morning when the winds are minimal, so smoke will blow away with higher afternoon winds.
- Attend and observe the open burn at all times and take corrective action (e.g., notify those nearby that will be impacted by the smoke and/or extinguish the burn) if the observed smoke dispersion and direction change causing the smoke to impact a neighboring residence, workplace, or other place where people congregate.
- Only leaves, limbs, grass clippings, brush and other vegetative material may be burned. No other type garbage or refuse can be burned.
- The burning shall be conducted in such a manner that it doesn't become a public nuisance, or violate ambient air quality standards.

Please call the Town of Basin office at 568-3331 if you have any questions regarding the Open Burning week or check out the DEQ open burning regulations at the address below.

❖ <http://deq.state.wy.us/aqd/smokemanagement.asp>

DEPARTMENT SUMMARY REPORT

DATE: March 2012

Department: POLICE

Prepared By: Chief Chris Kampbell

SUMMARY REPORT

- 1) We answered 223 Calls for Service for this time period.
- 2) We opened 6 case files. See attached for types of calls.
- 3) We traveled ??? miles in the cars and used ??? gallons of fuel used.
- 4) We Issued 26 citations this month.
- 5) We had 5 house watches.
- 6) We made 1 Arrests this month

SUMMARY OF EXPENSES PRIOR MONTH (March 2012)

1)	Big Horn County	38,407.00	Annual Dispatch Fee
2)	Mastercard	164.26	LA Gear (Uniforms)
3)	Mastercard	197.92	Quartermaster (Uniforms)
4)	Mastercard	221.10	Sex Assault Training (B-2)
5)	LE Systems	200.53	Parking Citations / Warning Tags
6)	Wyo Dept of Victim Serv	75.00	Sex Assault Summit (B-2)

FISCAL IMPACT TO BUDGET

NONE

SUMMARY OF EXPENSES CURRENT MONTH

NONE

FISCAL IMPACT TO BUDGET**ONGOING PROJECT(S)**

- 1) The Chief has completed and submitted the 2012 – 2013PD Budget request
- 2) The Chief will be reviewing and updating our Policies and Procedures Handbook.
- 3) Ordinance Enforcement – Violations and Citations are being issued.

PLANNED or PROPOSED PROJECT(S)

- 1) EOP for Town of Basin
- 2) Grant for in Car Camera Systems – Submitted 2/27/2012
- 3) Grant for Radar Signs
- 4) Grant for Radar Purchase – Submitted 2/27/2012
- 5) Grant for PBT Purchase – Submitted 2/27/2012
- 6) Use up remaining 2009 Homeland Security Grant (approx \$2200.00) with department needs (camera system for pd entrance)

ATTACHMENTS

1. Crimestar attachments will be available for regular Council meeting on 4-10-12

AGENDA & SUMMARY REPORT SUBMITTED TO:

1. Mayor and Council on March 29, 2012

DEPARTMENT SUMMARY REPORT

DATE: 3/28/12

Department: Public Works

Prepared By: Steve VanderPloeg

SUMMARY REPORT

Burned the cat tails at the lagoon. Lamax Cleaned the smaller raw water settling pond. Burning and cleaning drain ditches for spring. Cleaned up around the Baseball field and put weed sterilizer around the bleachers and dug outs. Fixing the bottom's of old dumpsters to use for composting. Put gutters on UV building to keep the water from running down the side of the building. Sweeping the streets. Purchased a water truck.

SUMMARY OF EXPENSES PRIOR MONTH

Normal expenses

FISCAL IMPACT TO BUDGET

None

SUMMARY OF EXPENSES CURRENT MONTH

Purchased Bugs for the lagoon, Fixed leaf sucking mower, Purchased water truck,

FISCAL IMPACT TO BUDGET

None

ONGOING PROJECT(S)

Fixing composting dumpsters, Sweeping streets, Normal operations.

PLANNED or PROPOSED PROJECT(S)

Cleaning all the parks, Burning a few more ditches, Getting the Raw water started, Grade alleys, Getting the cemetery cleaned up and sprinklers fixed, Putting weed sterilizer down, Clean up boat dock park, Finish sealing UV building, Pick up mud from smaller raw water pond and haul away.

Having a nice cement curb poured around play ground equipment in south park to keep gravel separate from grass.

ATTACHMENTS

1. None

AGENDA & SUMMARY REPORT SUBMITTED TO:

1. Who: Amy Kania

2. Date: 3/28/12