

TOWN OF BASIN – Agenda

Thursday, September 11, 2025

Regular Council Meeting – Town Hall @ 7:00 PM

Call to Order Regular Session

Pledge of Allegiance

1. Public Comments: The Town Council welcomes input from the public. For everyone to be heard, please limit your comments. No action will be taken on public comments at this meeting.
2. Matters from Staff Members or Council Members, Roundtable (prior month)
  - Public Works/Water Monthly Summary Report
  - Electric Monthly Summary Report
  - Administrative Summary Report
  - Police Department Summary Report
  - Legal Counsel
  - Engineer Summary Report
3. Committees/Commissions/Departments:
  - Planning & Zoning
4. Building/Demolition Permits:
5. Executive Session: If requested.
6. Approve Consent Agenda/Additions/Deletions
7. Conduct of Business:
  - Regular meeting minutes from August 14 and August 28, 2025
  - Vouchers \$315,519.42 + net payroll \$60,608.91 = GT \$376,128.33
  - Dedication of E Street
  - Pole Attachment Agreement
  - Ice Rink/Dog Park
  - Mining Permit Lease
  - AVI
8. Public Comments: The Town Council welcomes input from the public. For everyone to be heard, please limit your comments. No action will be taken on public comments at this meeting.
9. Executive Session: Litigation



**Department:** Public Works

**Prepared by:** Tony Harrison

**Summary Report:**

- **Actuator on pump three in the raw water building is leaking air(slow leak). Still works but will need to be rebuilt or replaced.**
- **Monthly water testing.**
- **Monthly lagoon reporting.**
- **Street sweeping on B street around the town hall and the school parking lot on 9<sup>th</sup> street. The school allowed the town to place chips on the parking lot for the 3<sup>rd</sup> street chip seal project. Appreciate the school allowing the town to do that. Will bring the sweeper back and finish the parking lot.**
- **Crew prepared for burials at the cemetery.**
- **Crew working together to weed eat the parks and cemetery.**
- **Crew has been cutting out weeds at the Lions Ball Field.**
- **Crew leader has been training the new hires on the public works crew-garbage truck, vac trailer, skid steer, front end loader, taking lagoon discharge readings, reading electric meters.**
- **Ben and Joe have been working and studying for the water distribution test.**
- **Crew replaced potable water curb stops and boxes. (Multiple)**
- **Sprayed the cracks on the bike path to kill weeds in preparation for crack sealing.**
- **Crew mowed weeds along bike path and weed-eated around light posts.**
- **Crew filled potholes around town with pothole patch.**
- **Tree removal on South 7<sup>th</sup> scheduled for the week of September 15, 2025.**
- **Received notification that the new John Deer riding lawn mower will be delivered on or around September 20, 2025.**
- **Clutch on the Vac Trailer was rebuilt.**

**SUMMARY OF EXPENSES PRIOR MONTH:**

- See Vouchers

**SUMMARY OF EXPENSES CURRENT MONTH:**

**PLANNED OR PROPOSED PROJECT(S).**

- Sewer washing and camera.
- Fire Hydrant Testing.
- Crack seal the bike path.
- Remove weeds around old electrical building.

**ATTACHMENTS:**

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

Mayor/Council

09.11.2025

**DEPARTMENT SUMMARY REPORT**

**09.11.2025**

**Department:** Electric

**Prepared By:** Bill Dahlke & Ray Huggins

**SUMMARY REPORT:**

- **Tree trimming.**
- **Substation work with MEAN.**
- **Prep work for substation bypass.**
- **Replacing old open secondary with triplex.**
- **Shop cleanup.**
- **Cleaned off docks.**
- **Upgraded some cutouts.**
- **Installed some arrestors.**
- **Line patrol.**
- **Security light patrol.**
- **South substation taken off line successfully with only approximate 35 minutes out for only part of town.**
- **Verified substation voltage through town.**
- **Looked at future jobs to clean up electrical system.**

**SUMMARY OF EXPENSES PRIOR MONTH:**

Border States - \$12,468.90

The Locators - \$940.50

Sunbelt Solomon Services - \$34,755.00

**SUMMARY OF EXPENSES CURRENT MONTH:**

**PLANNED OR PROPOSED PROJECT(S):**

**ATTACHMENTS:**

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

Mayor/Council

09.11.2025



DEPARTMENT SUMMARY REPORT

DATE: 09.11.2025

Department: Administration

Deaun Tigner – Town Administrator

Tony Harrison – Town Clerk/Public Works Manager

SUMMARY REPORT:

Internal Service:

Office:

- o Payroll.
- o Customer service
  - o Daily deposits.
  - o Zoning & Matrix maps.
  - o Building permits.
- o Filing
- o Contractor registration licenses.
- o Animal licenses:

2025	2024	2023
o Dogs Licensed: 180	o Dogs Licensed: 203	o Dogs Licensed: 224
o Cats Licensed: 32	o Cats Licensed: 34	o Cats Licensed: 26
o Chicken Permit: 11	o Chicken Permit: 8	o Chicken Permit: 7

- o HR: New hire employee packets, Dept of Workforce Services information, insurance, updated forms to providers.
- o Use Agreements
- o Budget
- o F-66 – Due September 30<sup>th</sup>.
- o Meeting with RD.
- o Work orders: 49 (679-728)
- o Preparation for council meetings.

Court:

Current Month	Fiscal YTD
o Fines: \$10,151.20	o Fines: \$17,189
o Fees: \$460.00	o Fees: \$840.00
	Court Expenses:
o New Citations: 32	o Municipal Court Judge: \$750
o Bail Forfeitures: 42	o Attorney Fees: \$825.00
o Found Guilty: 2	o Caselle: \$195.66
o Amended: 3	
o Dismissed: 0	

Community Complex:

- Use Agreement

Cemetery:

- o Deed/Plot/Burial questions.
  - o Helped customers with locating a plot at the cemetery/reviewed map/files.
  - o Printed pricing information for burials/plots.

- *Headstone placement*
- *Burials*

***Electric Department:***

- Inventory list.
- Service Orders
- Planned Power Outage – September 2, 2025
- Financial statements, payroll timecards, invoices & vouchers to the Electric Dept. Foreman.

***Public Works***

- *Personnel, job descriptions*
- *Changed new meters in Caselle and meter books.*
- *Public Surplus*
- *New hire*

***Police Department:***

- *Personnel, job descriptions*

***Basin Recreation District #4:***

- Payroll
- Financial statements, daily deposits, monthly reconciliation.
- Vouchers
- Prepared for meeting/agenda/packets
- Budget; approval, notice of hearing
- Budget amendment
- Sip & Shop Craft Show – September 6, 2025
- Reviewed documents for Program Coordinator
- F-32 – Due September 30<sup>th</sup>.

***Loans/Leases:***

- **Mecklam Acres: Water/Raw water line (Purified Water Fund – Capital Projects):**
  - Series 2015 Water Revenue Bond (\$398,000), Department of Agriculture (09/22/2016-09/22/2045) 2.875% per annum with variable payment amount.
- **ARPA Funding: Used for infrastructure upgrades; water meters**
  - Revenue: \$222,621.00, expenses: \$260,984.66, difference: -\$38,363.66
- **USDA Grant/Loan (Sewer Fund): Funds used to remove/modify existing diversion structures, install and underdrain on 9<sup>th</sup> & Holdredge Avenue, line and replace 9<sup>th</sup> St. Sanitary Sewer Main, upgrade Highway 20/4<sup>th</sup> Street Sanitary Sewer Main and renovate the existing anaerobic pretreatment cell in the wastewater treatment facility to function intermittently decanted extended aeration lagoon (IDEAL Process). Interim Financing through Security State Bank Loan: Original amount of \$2,712,000, with a remaining payoff of \$1,867,467.38; closed on February 3, 2025, under Emergency Ordinance 715.**
  - **Direct USDA Financing: Loan of \$1,877,000 at 2.125% interest over a 40-year term, with an annual payment of \$70,144.00.**
  - **USDA Rural Development Grant: \$1,412,000.**
- **WAM-WCCA Energy Lease Agreement (Community Center Fund) HVAC Units:**
  - Received 100,000.00.
  - 0% interest loan, up to a period of 10 years (if renewed). Annual rental for leased equipment \$10,000.00, payable in quarterly installments of \$2500.00.
- **Office Shop: Copier Lease (Internal Service Fund)**

- \$5675.00; pmts of \$120.82 for 48 months.

**Grant(s)**

- *Office of State Lands & Investments Board: (Capital Projects Fund)*
  - *3<sup>rd</sup> Street Water/Sewer Project:*
    - *Original award: \$768,432*
    - *Town match: \$120,736*
    - *Award Increase: \$58,796*
    - *Total Current Award: \$827,228*
    - *YTD Reimbursed: \$283,595.06*
  - *Grant funds encumbered by October 31, 2024 and expended by December 31, 2026.*

**DELINQUENTS:**

Sent 67 delinquent notices to active customers monthly. There were 12 delinquent notices sent to Landlords. An additional 30 notices were mailed out to final billed customers that no longer live in the area. 4 customers were shut off.

**SUMMARY OF EXPENSES – CURRENT MONTH:**

Quill: \$38.99 (Copy paper)

**ONGOING PROJECTS:**

Town Hall

**PLANNED OR PROPOSED PROJECTS:**

Quarterly Payroll Reports

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

Mayor & Council / 09.11.2025



**DEPARTMENT SUMMARY REPORT**  
**Department: POLICE**  
**Prepared By: Chief Kyle McClure**

**DATE: September 11<sup>th</sup>, 2025**

**SUMMARY REPORT**

**Time Period: August 2025**

**Patrol Statistics** (see attachment)

- 1) We answered **396** incidents for this time period.
  - a) **130** calls for service.
  - b) **266** officer-initiated incidents.
- 2) We opened **8** case files.
- 3) We made **2** arrest(s) in this time period.

**SUMMARY OF UNEXPECTED EXPENSES PRIOR MONTH**

- 1) See vouchers.

**FISCAL IMPACT TO BUDGET**

- 1) Operating within the overall budget.

**ONGOING PROJECT(S)**

- 1) Grants
  - a. Vehicle radios (\$25,000)-**Radios are installed and bills submitted.**

**FACILITIES**

- 1) None

**VEHICLES**

- 1) None

**PLANNED or PROPOSED PROJECT(S)**

- 1) None

**OTHER**

- 1) Ordinance Officer- has been doing great.
  - a. 17 contacts, 5 letters sent.
- 2) We are looking at ordinances to see what can be changed and/or updated.

**ATTACHMENTS**

- 1) Patrol Statistics for August 2025

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

- 1) Mayor and Council on September 11<sup>th</sup>, 2025.



**BASIN POLICE DEPARTMENT**

**PATROL STATISTICS  
REPORTING PERIOD: AUGUST 2025**

09/09/2025

<b>Statistic</b>	<b>Count</b>
Total Incidents	396
Calls for Service	130
Officer Initiated Incidents	266
Traffic Stops	54
Other OIA Incidents	212
Bus/Building checks	0
Veh/Ped Check	1
Total Officer Cases	8
Accident	0
Agency Assist	1
Criminal Accident	0
Incident	2
Information	0
Juvenile Offense	0
Offense	2
Search & Rescue	0
Voided	0
Unclassified Cases	3
Total Misdemeanor & Felony Arrests	2
Misdemeanor Arrests	2
Adult	2
Juvenile	0
Felony Arrests	0
Adult	0
Juvenile	0
Citations	36
Misdemeanor	2
Moving Vehicle	34
FIs	0

## TOWN OF BASIN

### Regular Council Meeting-Minutes

Thursday, August 14, 2025

Basin Town Hall-7:00 PM

#### Call to Order Regular Session

#### Pledge of Allegiance

A regular meeting of the Town of Basin Council was held at the Town Hall in Basin, Wyoming on Thursday, August 14, 2025. The meeting was called to order by Mayor CJ Duncan at 7:00 PM.

Council Members' Present: CJ Duncan, Brent Godfrey, Chuck Hopkin and Mike Dellos and Linda Weeks.

Also present were Town Administrator Deaun Tigner, Attorney Kent Richins, Sgt. Scott Drewry, Town Clerk/Public Works Manager Tony Harrison, Town Engineer Jesse Frisbee, Electrical Supervisor Bill Dahlke, Barbara Greene, Carl Olson, William Everhart, Chad Yost, Parker Yost, Peggy Danna, and Brianna Williamson.

Public Comment: No public comment.

#### Matters from Staff Members or Council Members, Roundtable (prior month):

Tony Harrison reviewed the department summary with the council. Public works crew have been working hard and cleaning up tree branches after major wind events. Crew has been working on replacing more sprinklers in the parks and cemetery. The crew opened and closed graves for graveside services at the cemetery. Council was advised that there was a letter received from the Wyoming DEQ about the mining permit. Annual permits were not submitted for years 2022-23 and 2023-24. Public works crew helped the Police Department with traffic control and traffic control devices for the Big Horn County Fair Parade.

Bill Dahlke reviewed the electrical department summary. The electrical department has been changing out and maintaining electrical transformers. Dahlke addressed the council and the town about the planned power outage that will occur on September 2, 2025, from 7:00 AM to 11:00 AM. Dahlke stated that the south substation will be transferred into the north substation. South substation will be taken out of service after the upgrade. Multiple agencies will be involved. These times are approximate, and the project could be accomplished sooner. An informational ad was placed in the Basin Republican Rustler to inform the community to prepare for the planned outage. Crew has been working on organizing inventory in the shop.

Deaun Tigner reviewed the administrative department summary. There were software updates with Caselle. Tigner has been working with Katie from RD getting financial information so the grant can be applied to obtain more funding for the sewer lagoon project. Reviewed with the council about the new hire for the public works division. Tigner reviewed the municipal court statistics. Fines of \$11,161.00, \$560.00 in court fees. Tigner has been helping with the Sip & Craft Show which will be held on September 6, 2025. James Reilly CPA was in the office for three days performing an audit for the Town of Basin. Tigner stated that the F66 and F32 reports must be filed with the State by September 30, 2025.

Sgt. Drewry reviewed the Police Departments summary. Sgt stated there were 460 incidents, 154 Calls for Service, 94 traffic stops, and 11 new case files and 2 arrests made. Sgt. stated that fair week was busy and that the parade and street dance went well. There were no major incidents during fair week. Radios were installed in some of the patrol vehicles along with the base station at the Police Department. Department had an Officer/School training for active shooters at the school.

Legal Counsel addressed the council. Attorney Richins informed the council that on Monday August 18, 2025, there will be a motion hearing to dismiss the case Gross v. Basin.

Planning & Zoning: Carl Olson addressed the council on two matters—WYO Gains and CPT Properties. Will Houchin with WYO Gains wanted to subdivide his property at 902 S 4<sup>th</sup> Street. P & Z discussed with Houchin that he would have to put alleys with utility easements, install sewer line that met the Town of Basin's requirements, and install electricity. The property would have to be platted and recorded with the County. Houchin decided that he did not want to proceed at this time with a subdivision. Olson also addressed the council on CPT Properties. Chad Yost with CPT Properties wants to have a duplex that can be rented out at 220 S 4<sup>th</sup>. This property is in a commercial zone and according to zoning regulations a residential rental cannot be included. Olson asked the council if there needed to be a variance applied for and then proceed from there.

#### Building/Demolition Permits:

Carrie Devine-957 N 8<sup>th</sup> Street. Wire fence on the south side of the property.

Sam Brown-611 & 613 S 4<sup>th</sup> Street. Privacy Fence.

Bill Dahlke-706 S 3<sup>rd</sup> Street. Install shed on skids.

Councilmember Godfrey made a motion to accept the building permits as presented.

Councilmember Hopkin seconded the motion, motion carried.

#### Executive Session:

No executive session requested.

Approve Consent Agenda/Addition/Deletions:

Mayor Duncan wants to add the Wyoming DEQ mining permit/gravel pit after the variance request. Councilmember Hopkin made a motion to add the gravel pit after the variance request. Councilmember Dellos seconded the motion, motion carried.

Conduct of Business:

Councilmember Hopkin made a motion to accept regular meeting minutes from July 10, 2025, and July 24, 2025. Godfrey seconded the motion, motion carried.

Vouchers: Councilmember Godfrey made a motion to approve the vouchers, Councilmember Weeks seconded the motion, motion carried.  $\$350,574.26 + \text{net payroll } \$65,045.15 = \text{GT } \$415,619.41$ .

WAM Region Meeting: There will be a WAM Region Meeting held in Thermopolis Wyoming on August 29, 2025. Councilmember Weeks will be attending that meeting and representing the Town of Basin Council. Weeks will need to register for this meeting.

Variance: CPT Properties at 220 S 4<sup>th</sup> Street are zoned for commercial use, and mixed-use family residential can be allowed for rental purposes. No building permit is required to make this property into duplex rental housing. This property does not require a variance to change the zoning. Councilmember Hopkin made a motion to not require a building permit and allow CPT Properties to begin planning and construction, Councilmember Godfrey seconded the motion, motion carried.

Gravel Pit: Discussion was made on whether to maintain the current mining permit at the Stoelk Gravel Pit. Harrison will need to meet with the Wyoming DEQ Mining Division to discuss the unfiled annual reports for the 2022-23 and 2024-25 mining permits. Harrison has been in contact with the Wyoming DEQ Mining Division and is waiting for a date and time from the division to meet. Harrison will find the lease on the Stoelk gravel pit. Councilmember Godfrey made a motion to table this discussion until Harrison met with the Wyoming DEQ. Councilmember Hopkin seconded the motion, motion carried.

24 Hour Alcohol Permit: There is an application from Lisa's Western Cuisine for September 6, 2025, from 2:00 PM to 8:00 PM at the Recreation Center in the Town of Basin's Gymnasium. Lisa's has included a map of the location and stated that identification will be required and checked upon entry. Only 21 years of age or older can purchase tickets and get marked to be served alcohol. Councilmember Godfrey made a motion to allow the permit for the Basin Recreation Sip & Craft, Councilmember Weeks seconded the motion, motion carried.

Special Events Permit: Matthew Jensen with Big Horn County 4 School District has an application for the Riverside High School Homecoming Parade. This event will be on October 2, 2025. Set up for the parade will begin at 1:15 PM, parade will start at 1:30 PM and end at 2:00 PM. The event will take place on 4<sup>th</sup> and C Streets. The Police Department will need to be present. Councilmember Hopkin made a motion to allow the school to have the parade, Councilmember Dellos seconded the motion, motion carried.

AVI: Jesse Frisbee didn't have any updates from AVI on the new sewer lagoon project. Frisbee stated the there are five weeks left for Wilson Brother's to hold their winning bid for construction on the lagoon.

Planned Power Outage: Bill Dahlke with the electrical department discussed the scheduled power outage on September 2, 2025. Dahlke stated that the power will be out for approximately five hours beginning at 7:00 AM. Ads have been placed in the Basin Republican Rustler and businesses have been notified by Dahlke including the Wyoming Retirement Center. Councilmember Godfrey with the Fire Department said that there would be a few generators available for residents who are on oxygen and need power. Peggy Danna requested Godfrey to have a generator taken to Val Roady's house during the power outage.

Resolution 2025-4. Vacating a portion of F Street

Legal Counsel Kent Richins prepared a Quitclaim Deed. The portion of F street is 90' long and 80' wide. The town reserves the right to a utility easement on this property. North half of the street will be given to Rene Kussro and the South half will be given to Brianna and Tyler Williamson. The Quitclaim Deed will have to be filed by the property owners and there will be a bill presented to Kussro and Williamson's for the work done by Richins. Councilmember Godfrey made a motion to approve Resolution 2025-4, Weeks seconded the motion, motion passed. Councilmember Hopkin voted against the Resolution.

Public Comment: No public comment.

Executive Session: No Executive session requested.

Mayor Duncan adjourned the meeting at 7:40 PM.

---

Town of Basin Mayor/CJ Duncan

---

Tony Harrison-Town Clerk

## TOWN OF BASIN

### Regular Council Meeting-Minutes

Thursday, August 28, 2025

Basin Town Hall-7:00 PM

#### Call to Order Regular Session

#### Pledge of Allegiance

A regular meeting of the Town of Basin Council was held at the Town Hall in Basin, Wyoming on Thursday, August 28, 2025. The meeting was called to order by Mayor CJ Duncan at 7:00 PM.

Council Members' Present: CJ Duncan, Brent Godfrey, Chuck Hopkin and Mike Dellos and Linda Weeks.

Also, present were Town Administrator Deaun Tigner, Attorney Kent Richins, Chief Kyle McClure, Town Clerk/Public Works Manager Tony Harrison, Town Engineer Jesse Frisbee, Electrical Supervisor Bill Dahlke, Kaycee Rundell, William Everhart, Susan Winn, Peggy Danna, Loren Alberts, and Robert Andrus.

Public Comment: Kayce Rundell thanked the Town for allowing their business to have a street dance during fair week and for approving to allow their business to operate at a function in Powell, Wyoming. Rundell asked if the Recreation District was affiliated with the Town of Basin. Mayor Duncan stated that the Recreation District operates out of the Town's building, but it is its own entity funded through mill levy. The recreation district has its own board and operates separately. Rundell expressed her concern that Recreation Sip & Craft is outsourcing the alcohol service. Rundell was advised to attend the Recreation District Board meetings that are held on the first Wednesday of the month.

#### Committees/Commissions/Departments:

Recreation District: Charles Hopkin told the council that the recreation board had a resignation from the board. There was an applicant that applied to fill the vacancy on board. Hopkin asked the council if the recreation department could temporarily use the ice-skating rink and have it installed and in operational use at the Lions Ball Fields. Linda Weeks spoke about the Sip and Shop that the recreation district is hosting. There will be twenty-eight vendors including food vendors. There will be live music from 5:00 PM to 8:00 PM. People attending the event will have to buy their food. People can purchase a \$25.00 ticket for the sipping event at the door.

Activities Committee: Linda Weeks said there will be a meeting held sometime in the week of September 15, 2025, to talk about upcoming events. She will send out an email reminder.

Town Beautification: Linda Weeks told the council that there will be another bench installed at Russell Park. There will be volunteers to help install the landscaping edging in Russell Park on the last weekend of August. Weeds have been sprayed in and around the park. Yard of the month will be awarded on September 2, 2025. Committee postponed the map until next year when the tourist season increases. Weeks said she is working on two grants for the Art Mural for downtown. Weeks asked the Council if it would be possible to have a dog park at Lion's Ball Field in the small fenced in area where the playground equipment is.

South Big Horn County Joint Powers Board: Brent Godfrey stated that the JPB will be installing stainless steel pipe on well #1. Godfrey reported no key issues.

Big Horn Regional Joint Powers Board: CJ Duncan reported that Regional wants to update the pipeline from highway 16 to Worland Airport. The GIS mapping with regional is complete. Regional Joint Powers Board will be installing an auto pump station which allows the Town of Burlington water holding tanks to back feed to the Town of Basin.

#### Building/Demolition Permits:

Robert Andrus: 652 N 8<sup>th</sup> Street. Andrus wants to install a portable shed. This shed is a 12' X 30' shed. This shed is greater than 200 square feet, therefore it is considered a permanent shed and will have to offset the property line by 5'.

Loren Alberts Beneficiary Trust: 257 N 4<sup>th</sup> Street.

Robert Andrus will be installing a portable shed 12' X 30' which is 360 feet squared. This shed will have to be offset from the property lines by 5'.

Councilmember Godfrey made a motion to accept the building permits with the 5' setback on the Andrus shed. Councilmember Hopkin seconded the motion, motion carried.

#### Executive Session:

No executive session requested.

#### Approve Consent Agenda/Addition/Deletions:

Mayor Duncan would like to add the Ice Rink and Dog Park after the mining permit.

Councilmember Hopkin made a motion to add these items after the mining permit discussion.

Councilmember Weeks seconded the motion, motion carried.

#### Conduct of Business:

Farmers Market: Mayor Duncan read a submitted letter from Susan Winn to the council. The letter addressed the council on having a farmers' market on the north lawn of the Town Hall and use rooms inside Town Hall for the Farmers Market. Winn asked if the farmers market could use a couple of rooms and the hallway inside Town Hall during the cold months. Mayor Duncan does not want to use the hallway since it would impede the exiting of people during an emergency evacuation of the building. A person from the organization would have to sign paperwork, and the organization would be liable for any damage to the property to use the rooms inside the

building. The daily use for a room inside of Town Hall is \$50.00 per day along with a deposit. Councilmember Godfrey suggested using the North Entry to the gymnasium where the concession stand is. The council offered to Winn to use the North Lawn of Town Hall for the Farmers Market during the warm months of the year. Councilmember Hopkin made a motion to allow the Farmers Market to use the lawn north of Town Hall. Councilmember Godfrey seconded the motion, motion carried.

#### Mosquito Control/Alberts:

Loren Alberts addressed the council about spraying down E Wyoming Avenue by his campground. This street is adjacent to his de annexed property. Alberts states that the mosquito sprayer drives right by his property on the way down to the Triplett property. Alberts told the council all the mosquito truck driver must do is flip a switch. Alberts proposed that since he has a property by fourth street, the town could add on \$4.00 fee. Attorney Richins advised the council not to go out of their way to spray this property. Councilmember Dellos made a motion to have the mosquito truck spray past the property on E Wyoming Avenue on the way to the Triplett property. Weeks seconded the motion, motion carried.

#### Use of Town Hall Rooms for Knowledge Bowl:

Stuart DeRosier with Riverside Middle High School would like to use the council room, the room east of the council room, and senior room for the Knowledge Bowl that the school is hosting. Tigner stated there would be adults in each room. The Knowledge Bowl is scheduled for December 3, 2025. Councilmember Godfrey made a motion to allow DeRosier and the school to use the rooms for the knowledge bowl. Councilmember Hopkin seconded the motion, motion carried.

AVI: Jesse Frisbee did not have any added information. Frisbee stated that the Town would have until September 25, 2025, to accept the bid from Wilson Brothers for the construction of the new lagoon. Frisbee said there will be a meeting with RUS the week of September 1, 2025.

#### Mining Permit:

Tony Harrison informed the council there will be a meeting with Wyoming DEQ Mining Division on September 4, 2025. No other information currently. Councilmember Godfrey made a motion to table this discussion until Harrison can have the meeting with Wyoming DEQ. Councilmember Weeks seconded the motion, motion carried.

#### Ice Skating Rink/Dog Park

Recreation District Chairperson Hopkin addressed the council about putting the ice-skating rink at the Lions Ball Field. Hopkin would like to berm up with dirt and create an ice-skating rink. Mayor Duncan has concerns about the old ice-skating rink and the shape it is in. Duncan asked Jesse Frisbee to plot out the East Ball Field for an ice-skating rink and a dog park. Duncan would

like to have a plan before approaching the recreation district board. Frisbee was asked to obtain preliminary numbers on the cost of a fence to separate the dog park from the ice-skating rink. Duncan asked Hopkin to get information and a cost estimate on a new ice-skating rink like the one that is used at the Medicine Lodge Campground in Hyattville, Wyoming.

Dedication of E Street:

Jesse Frisbee stated that E Street is complete and that he would like to have everything ready by the first meeting in September 2025 for the dedication.

Public Comment:

No public comment.

Executive Session:

No Executive session requested.

Mayor Duncan adjourned the meeting at 7:59 PM.

---

Town of Basin Mayor/CJ Duncan

---

Tony Harrison-Town Clerk

## UTILITY POLE ATTACHMENT AGREEMENT

(TOWN OF BASIN - TCT)

**THIS UTILITY POLE ATTACHMENT AGREEMENT** is entered into between the **TOWN OF BASIN, WYOMING**, of 919 West B, Suite 1A, P.O. Box 599, Basin, Wyoming 82410, hereinafter referred to as "**BASIN**" and **TCT**, of 405 South 4th Street, Basin, Wyoming 82410, hereinafter referred to as "**TCT**".

**WHEREAS**, TCT desires to install, maintain and operate cables and ancillary equipment (Attachment) on or near utility poles owned by Basin which are located in public right-of-way; and

**WHEREAS**, Basin desires to allow TCT to install, maintain and operate cables and ancillary equipment attached to Basin utility poles on the following terms and conditions, to-wit:

**NOW THEREFORE**, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows, to-wit:

1. **USE OF BASIN UTILITY POLES BY TCT**: Basin does hereby agree to allow TCT to install, maintain and operate cables and ancillary equipment (Attachment) on or near utility poles owned by Basin which are located in public right-of-ways. TCT shall obtain permission to make attachments to the poles and will attach at locations on the poles as authorized by Basin. Such attachments shall be made in a safe and proper manner following the standards in the business. Basin makes no representations or warranties concerning the condition, suitability or status of any Basin pole or poles. The installation, maintenance and operation of cables and ancillary equipment shall be at the sole expense of TCT.

2. **TERM**: The term of this Agreement shall be for a period of **TEN (10) YEARS** commencing retroactively on **JULY 1, 2024**, and, unless otherwise extended by mutual agreement of the parties, terminating on **JUNE 30, 2034**.

3. **ATTACHMENT FEE:** TCT shall pay an attachment fee in the sum of **TWENTY-FIVE (\$25.00) DOLLARS PER ATTACHMENT PER POLE PER YEAR, IN ADVANCE, ON OR BEFORE JULY 10 OF EACH YEAR.** The number of attachments shall be determined on or before July 10 each year and the fee adjusted appropriately. This fee of \$25.00 will be reviewed and adjusted, if appropriate, every two (2) years, by mutual agreement. This fee is in addition to the Franchise Fee.

4. **ATTACHMENTS ON YEAR ONE (1) AND YEAR (2):** At the time of entering into this Agreement, the parties agree that the number of attachments for the first and second years commencing on **JULY 1, 2024**, and ending on **JUNE 30, 2026**, and the attachment fee to be paid is as follows:

**YEAR ONE (1) JULY 1, 2024**

A. Attachments: **475 ATTACHMENTS**  
B. First Year Fee: **\$11,875.00**

**YEAR TWO (2) JULY 1, 2025**

A. Attachments: **475 ATTACHMENTS**  
B. First Year Fee: **\$11,875.00**

**TOTAL FEE OWED:** **\$23,750.00**  
**(7-1-24 THROUGH 6-30-26)**

5. **MAINTENANCE:** TCT shall be responsible for the day-to-day maintenance of the attachments and shall maintain all attachments in a safe and orderly fashion. Such attachments shall not, in any way, adversely affect or interfere with Basin's utility services or operations, or with the services or operations of other third parties using the poles. TCT shall be responsible for the expenses of repairing any damage caused by its attachments. In the event TCT needs a pole owned by Basin to be upgraded or replaced to accommodate TCT, TCT will be responsible for the cost of such upgrade or replacement pole. TCT shall immediately remove any and all attachments which have been abandoned by TCT. Upon Basin replacing a pole, TCT shall reattach to the new pole within fifteen (15) days from receipt of written notice.

6. **INSURANCE**: TCT shall, at all times during the term of this Agreement, at TCT's expense, be responsible for keeping all attachments and other items of personalty owned or possessed by TCT associated with the attachments, insured against loss or damage in such amount as the parties deem proper. TCT shall also carry personal injury liability coverage that will cover all individuals from any death or injuries that may occur as a result of the attachments on Basin Utility Poles.

7. **DAMAGES, INJURIES AND INDEMNIFICATION**: TCT shall be liable and responsible for any and all damages and injuries that occur during and arising out of its use of Basin Utility Poles. TCT further agrees to **INDEMNIFY AND HOLD HARMLESS** the Town of Basin, its Officers and Employees, with respect to any and all damages and injuries or any other liabilities that arise out of the use and occupancy of the Utility Poles and associated real and personal property. Basin shall likewise indemnify and hold TCT harmless from any damage or injury arising from Basin's use of the Utility Poles.

8. **DEFAULT**: It is expressly understood and agreed that if any substantial default shall be made in any of the covenants or agreements herein contained to be kept by TCT, its successors or assigns, it shall be lawful for Basin to declare this Agreement ended and to require that TCT immediately remove all attachments.

9. **BINDING**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**WITNESS** the hands and seals of the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF BASIN, WYOMING**  
**A Municipal Corporation**

By: \_\_\_\_\_  
**CJ DUNCAN - Mayor**

**ATTEST:**

\_\_\_\_\_  
**DEAUN TIGNER**  
**Town Administrator**

ATTEST:

---

By: \_\_\_\_\_

TCP:

**UTILITY POLE ATTACHMENT AGREEMENT**

**(TOWN OF BASIN - SPECTRUM)**

**THIS UTILITY POLE ATTACHMENT AGREEMENT** is entered into between the **TOWN OF BASIN, WYOMING**, of 919 West B, Suite 1A, P.O. Box 599, Basin, Wyoming 82410, hereinafter referred to as "**BASIN**" and **SPECTRUM**, of \_\_\_\_\_, hereinafter referred to as "**SPECTRUM**".

**WHEREAS**, Spectrum desires to install, maintain and operate cables and ancillary equipment (Attachment) on or near utility poles owned by Basin which are located in public right-of-way; and

**WHEREAS**, Basin desires to allow Spectrum to install, maintain and operate cables and ancillary equipment attached to Basin utility poles on the following terms and conditions, to-wit:

**NOW THEREFORE**, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows, to-wit:

1. **USE OF BASIN UTILITY POLES BY SPECTRUM**: Basin does hereby agree to allow Spectrum to install, maintain and operate cables and ancillary equipment (Attachment) on or near utility poles owned by Basin which are located in public right-of-ways. Spectrum shall obtain permission to make attachments to the poles and will attach at locations on the poles as authorized by Basin. Such attachments shall be made in a safe and proper manner following the standards in the business. Basin makes no representations or warranties concerning the condition, suitability or status of any Basin pole or poles. The installation, maintenance and operation of cables and ancillary equipment shall be at the sole expense of Spectrum.

2. **TERM**: The term of this Agreement shall be for a period of **TEN (10) YEARS** commencing retroactively on **JULY 1, 2024**, and, unless otherwise extended by mutual agreement of the parties, terminating on **JUNE 30, 2034**.

3. **ATTACHMENT FEE:** Spectrum shall pay an attachment fee in the sum of **TWENTY-FIVE (\$25.00) DOLLARS PER ATTACHMENT PER POLE PER YEAR, IN ADVANCE, ON OR BEFORE JULY 10 OF EACH YEAR.** The number of attachments shall be determined on or before July 10 each year and the fee adjusted appropriately. This fee of \$25.00 will be reviewed and adjusted, if appropriate, every two (2) years, by mutual agreement. This fee is in addition to the Franchise Fee.

4. **ATTACHMENTS ON YEAR ONE (1) AND YEAR (2):** At the time of entering into this Agreement, the parties agree that the number of attachments for the first and second years commencing on **JULY 1, 2024**, and ending on **JUNE 30, 2026**, and the attachment fee to be paid is as follows:

**YEAR ONE (1) JULY 1, 2024**

- A. Attachments: **325 ATTACHMENTS**
- B. First Year Fee: **\$8,125.00**

**YEAR TWO (2) JULY 1, 2025**

- A. Attachments: **325 ATTACHMENTS**
- B. First Year Fee: **\$8,125.00**

**TOTAL FEE OWED:** **\$16,250.00**  
**(7-1-24 THROUGH 6-30-26)**

5. **MAINTENANCE:** Spectrum shall be responsible for the day-to-day maintenance of the attachments and shall maintain all attachments in a safe and orderly fashion. Such attachments shall not, in any way, adversely affect or interfere with Basin's utility services or operations, or with the services or operations of other third parties using the poles. Spectrum shall be responsible for the expenses of repairing damage caused by its attachments. In the event Spectrum needs a pole owned by Basin to be upgraded or replaced to accommodate Spectrum, Spectrum will be responsible for the cost of such upgrade or replacement pole. Spectrum shall immediately remove any and all attachments which have been abandoned by Spectrum. Upon Basin replacing a pole, Spectrum shall reattach to the new pole within fifteen (15) days from receipt of written notice.

6. **INSURANCE**: Spectrum shall, at all times during the term of this Agreement, at Spectrum's expense, be responsible for keeping all attachments and other items of personalty owned or possessed by Spectrum associated with the attachments, insured against loss or damage in such amount as the parties deem proper. Spectrum shall also carry personal injury liability coverage that will cover all individuals from any death or injuries that may occur as a result of the attachments on Basin Utility Poles.

7. **DAMAGES, INJURIES AND INDEMNIFICATION**: Spectrum shall be liable and responsible for any and all damages and injuries that occur during and arising out of its use of Basin Utility Poles. Spectrum further agrees to **INDEMNIFY AND HOLD HARMLESS** the Town of Basin, its Officers and Employees, with respect to any and all damages and injuries or any other liabilities that arise out of the use and occupancy of the Utility Poles and associated real and personal property. Basin shall likewise indemnify and hold Spectrum harmless from any damage or injury arising from Basin's use of the Utility Poles.

8. **DEFAULT**: It is expressly understood and agreed that if any substantial default shall be made in any of the covenants or agreements herein contained to be kept by Spectrum, its successors or assigns, it shall be lawful for Basin to declare this Agreement ended and to require that Spectrum immediately remove all attachments.

9. **BINDING**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**WITNESS** the hands and seals of the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF BASIN, WYOMING**  
**A Municipal Corporation**

By: \_\_\_\_\_  
**CJ DUNCAN - Mayor**

**ATTEST:**

\_\_\_\_\_  
**DEAUN TIGNER**  
**Town Administrator**

**SPECTRUM:**

**By:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_