

The Town of
Star Valley Ranch, Wyoming

TOWN COUNCIL MEETING MINUTES

February 13, 2007

Present: **Boyd Siddoway, Mayor**
Kent Harker, Councilman
George "Al" Redlin, Councilman*
Carol Warren, Councilman
Jim Wheeler, Councilman

*Teleconference

The fifteenth regular monthly meeting of the **Town of Star Valley Ranch Town Council** was held on February 13th, 2007 in the **Aspen Hills Library** adjoining **Town Hall**. **Mayor Siddoway** called the meeting to order at 7:00 p.m., and declared the existence of a quorum. Thirty-five people were present, including all members of the Town Council (**Councilman Redlin** via telephone).

Also present were Town Road Superintendent **Warren Webb** and Clerk **Andy Moffett**.

Town Attorney **Josh Smith** of **Bowers and Associates Law Offices, PC** was also in attendance.

Guests in attendance included **Brenda Ashworth** of the **Star Valley Conservation District**, developer **Jason Lowder (Stonefly Ranch Phase I)**, developer **Gene Roberts (Aspens at Clark Lane)**, and **Scott White** and **Lloyd B. Baker** of **Lloyd B. Baker and Associates**.

Other guests present at the meeting included SVRA board members **Joe Angelovic** and **Carl Brown**.

Local media was represented by the **Star Valley Independent's** **Garren Stauffer** as well as local correspondent **Ron Boulter**.

A list of attendees (sign-in sheet) is on file and available for inspection at the Town Clerk's Office.

After welcoming everyone, Mayor Siddoway led the recitation of ***The Pledge of Allegiance***.

Adoption of the Agenda: Mayor Siddoway asked that a motion to designate a mayor pro tem for the period of February 23 through March 12 be added under New Business as item 6.D. **Councilman Redlin moved to adopt the agenda as amended. Councilman Harker seconded the motion. The motion carried unanimously.**

Approval of the January 16, 2007 Town Council Meeting Minutes: **Councilman Harker moved to approve the January 16th, 2007 Town Council Meeting Minutes as written. Councilman Wheeler seconded the motion. The motion carried unanimously.**

Copies of the latest minutes are always available at Town Hall in the box outside the Clerk's Office. The minutes are also emailed, as a courtesy, to all interested parties on the Town's email distribution list. Archived agendas, minutes and highlights from previous Town Council Meetings may be found on the Town's website at www.starvalleyranchwy.org.

New Business:

Subdivision Approval Request – Stonefly Ranch Phase I: Mayor Siddoway indicated that this subdivision approval request was being considered again after the Council had approved the request during the last Town Council Meeting held on January 16, 2007, and reintroduced **Jason Lowder**, developer of **Stonefly Ranch Phase I**. The Mayor reminded everyone that the Council had approved the request at its prior meeting, and explained that Lincoln County had also done so, and that only after this approval process were errors in the plat map identified that needed minor corrections. **Councilman Harker moved the Town of Star Valley Ranch approve for discussion purposes as presented the “Stonefly Ranch” Phase I subdivision second filing. Councilman Wheeler seconded the motion.** Councilman Harker had noticed that a dimension listed in the legal description of the plat did not agree with the dimension as shown on the map itself. *After this discussion, Councilman Harker moved the Town of Star Valley Ranch approve when modified the “Stonefly Ranch” Phase I subdivision second filing. Councilman Wheeler seconded the motion. The motion carried unanimously.*

Subdivision Approval Request – Aspens at Clark Lane Phase III: Developer **Gene Roberts** and surveyor **Scott White** of **Lloyd B. Baker and Associates** described and presented the third phase of the Aspens at Clark Lane subdivision (west side of Plat 3). Mr. Roberts explained several aspects of the 16 lot – 51 acre third phase, and stated that Lincoln County had approved this latest phase. Mayor Siddoway confirmed that he had been informed of the same by **Lincoln County Planning Director John Woodward**. **Lloyd Baker** explained that the curves in the road were due to grade compliance requirements placed upon the developer. *At the conclusion of discussions, Councilman Harker moved the Town of Star Valley Ranch approve as presented “The Aspens at Clark Lane” Phase III. Councilman Warren seconded the motion. The motion carried unanimously. A copy of the developer’s recordable plat map was presented for the Mayor’s signature and the Clerk’s signature and seal.*

BLM Right-of-Way Grant – Grievance: Mayor Siddoway explained that the Town had secured a Right-of-Way Grant from the **BLM (Bureau of Land Management)** for a portion of the BLM parcel west of **Plat 18** and **Hardman Road**, and had been maintaining a Town equipment facility on a corner of this parcel since November. The Mayor indicated that some residents were opposed to the location of the **Town Yard**, and that Ms. **Robin Barnes** had asked for time on the evening’s agenda to register a grievance with the Town Council. Ms. Barnes described the location of the Town Yard and its proximity to her home, and explained that she had discussed this issue with the Mayor in November. “I understand the predicament that the Town needed a place to put equipment, and a good place to park the school buses,” she said. “Our biggest complaint is the location.” Ms. Barnes indicated that the BLM had assured her that the Town would be granted an instantaneous right-of-way grant for another portion of the BLM parcel if it were to pursue one. “We are asking the Council to consider moving that lot farther west down the lane.” Ms. Barnes complained of noise and fumes from the vehicles and equipment, and also expressed concerns about safety. Ms. Barnes requested that the Town Yard be moved by summer of 2007.

Mayor Siddoway indicated that two other parties had expressed concerns about the location of the Town Yard. “The predicament we are in is unfortunate, because it had to go somewhere,” he said. The Mayor also explained that a professional landscape architect (**Steve Ashworth**) had volunteered time in advising the Town on its comprehensive plan for the BLM parcel. “We should know as early as July what a master plan might entail, both in terms of recreational facilities and Town maintenance facilities. Once we understand what that requirement is then that move can be made,” he explained. “So far the Town’s invested over \$9,000 on the right-of-way grant facility, and if we move it west down the lane we’ll have thrown away that money and will have to spend much more again. As Mayor, I would prefer to have the master plan at least conceptually done so we know if the plan should be to move it down that lane, or down the road or out in the middle of the BLM parcel. Until we get to that point, we are looking at throwing away the money we’ve spent, having to spend more, then more.”

The Mayor continued, "We had to do something. We had a snow removal contract that started November 1st that required a place for equipment somewhere. We will promise you an energetic effort to see if something can be done by the end of next summer."

After considerable discussion, Councilman Redlin remarked, "I sympathize with the situation that we have there. I will pledge my efforts to try to do something as rapidly as we can. I think it is a problem, I think it's an eyesore. When we do relocate it we need to make it a presentable facility regardless of where it is."

Designation of Mayor Pro Tem – Mayor Siddoway: The Mayor indicated that the designation of a mayor pro tem for check signing purposes during his forthcoming absence would be necessary. **Councilman Harker moved Councilman Jim Wheeler be designated as Mayor pro tem during Mayor Siddoway's absence from February 23rd through March 12th, 2007 for the purposes of having two authorized check signers available as necessary. Councilman Redlin seconded the motion. The motion carried unanimously.**

Old Business:

Town Hall Lease Renewal: The Mayor reminded everyone that he and Councilman Harker had been authorized in January to request and sign a one year **lease renewal** between the Town and the homeowners association for **Town Hall**. "We just got the response (proposed lease agreement) last night," explained Mayor Siddoway, "and I just want to point out a few things on the lease. It appears that there's been a significant **increase in costs to the Town**. Monthly rent and electricity have been increased, but all cleaning services, trash removal and snow removal services previously included have been dropped. **This makes this lease about 50% more costly to the Town than it has been.**" The Mayor added, "It also contains clauses that put the Town at a significant financial risk from both liability and construction standpoints."

Directing his comments to SVRA board members **Joe Angelovic** and **Carl Brown** to "take back with them," Mayor Siddoway declared, "The **biggest problem** I've got with this is that **we received this from their attorney**. He says, "Please feel free to have your attorney contact me if any of the Council members have any questions or concerns." **We just can not afford to continue using attorneys** to negotiate contracts. We're **down to talking through attorneys and that's no way to do business**. Our biggest concern is the inability of the Town Council to directly talk to and negotiate with the homeowners association board. It makes it very difficult and adds even more expense." The Mayor concluded, "We've got to review it in more depth, and we'll get back to the association on this."

Mark Michel asked if the Town had other options if the lease were to expire on March 31. Mayor Siddoway replied that the Town did have other commercially available options for Town Hall offices. Mr. Michel asked if that meant Town Hall would be located outside the Town boundaries. The Mayor explained that the homeowners association's DCC&Rs prohibit operating a business from any lot.

Mayor Siddoway observed, "When the rent goes up and the services go down, we're put in a no-win situation. We would have expected the service to go up and the rent to go up, or the services to be cut and the rent to decrease." The Mayor added, "This new lease has the effect of **doubling the cost** to us as a Town **by 50%, with no services at all.**"

Copies of the current and proposed lease agreements are available for inspection at Town Hall.

Council Reports:

Communications – Councilman Carol Warren: Councilman Warren again encouraged everyone to visit the **Town Website (www.starvalleyranchwy.org)** and indicated that several updates to the site’s content and layout had been implemented by volunteer **Town Webmaster Angela Aitken**. Councilman Warren indicated that the forthcoming issue of the Town newsletter would be available on the website shortly. That publication, **The Ranch News (#7)**, was at press at the time of the Council Meeting and was scheduled for assembly and mailing by the end of the week. The Councilman asked for volunteers to help with the production of the Town newsletter on Thursday morning, February 15th at 9 am at Town Hall. The Councilman again complimented **Kelly Brown** and **Carl Brown** for their coordination and help with newsletter production as volunteer **Town Newsletter Co-Editors**.

Culinary Water Transfer – Mayor Boyd Siddoway: “This is what we should all be focusing on, every day, all the time,” the Mayor stated as he turned the meeting over to **Joe Angelovic** (FISC II Chairman) for an update on the status of the **culinary water transfer consent forms effort** (*in order for the SVRA board of directors to be legally allowed to negotiate the purchase price (if any) and the MOA (memorandum of agreement) for the transfer of the existing culinary water assets to the Town of Star Valley Ranch, two-thirds of the 2,034 lot owners in the Town must grant their consent to the SVRA board to act on their behalf before the end of May 2007 at the latest. The number of consent forms needed is 1,356*). Dr. Angelovic indicated that the number of executed consent forms had reached **979**, or about **72%** of the requirement, and he explained that a new committee had been formed to make phone calls to individuals whom had not yet submitted a consent form(s) to the SVRA. He also observed that about 100 forms had not been honored because of minor differences in the names as filled out versus the names on the deed of record in the SVRA office. Another example, he said, is when a property may have gone into a trust but the SVRA office had not received the new record of such, thus presenting a difference in name and a reason for the form not to be counted. “A lot of people have said, “I won’t sign it – I don’t want to pay the association the \$350 transfer fee just so the consent form can be deemed acceptable and be counted,” and these forms should actually be considered as proxies that are not as restrictive as property deeds,” Dr. Angelovic said, and he asked **Town Attorney Joshua Smith** if he concurred. Attorney Josh Smith deferred the question as a matter for the homeowners association attorney, but encouraged the SVRA to get the information to that attorney in the hope that these discrepancies could be easily cleared up and the consent forms in question could be counted in the near term.

John Diehl suggested that the Town’s \$1 offer for the culinary water assets be placed on the homeowners association’s consent of transfer form, and said “Many people in the Town won’t sign this form if they think the Town will pay more than one dollar.” Mayor Siddoway replied, “Whether we pay \$1 or \$1,000,000, we need these consent forms signed or we will lose the \$600,000 no-matching-funds-required grant for a new well for the Town. By not signing you are essentially saying you are staying with the association.” *A lengthy discussion ensued.*

The Mayor again expressed some consternation that the homeowners association would only respond to the Town through its attorney, instead of working directly with one another, and after lengthy delays in each instance.

Councilman Jim Wheeler then conducted an informal poll of the meeting attendees, asking how many would want the Town to pay \$1 and how many would pay upwards of \$1.2 million. “99% of you said one dollar,” Mr. Wheeler observed. “What I would like each of you to do is to call the SVRA and say, loudly and clearly, “We want it to be transferred for one dollar.” Pass that message along to as many people as you can so that the SVRA board hears you. I see no reason why we can’t sit at a table, eye to eye, and make this decision. But for some reason it just doesn’t happen.” *The Councilman also expressed some dismay that there were only two SVRA board members at this Town Council Meeting.*

In response to a question by **Mark Michel** regarding the SVRA board’s willingness to go ahead with the

transfer once the necessary consent forms had been executed, the Mayor explained, “The consent forms give the SVRA board the right to transfer the culinary water assets, but they are certainly not a command to do so. Then for that transfer to happen, you must have a willing and able seller and a willing and able buyer. There is no contractual or legal obligation for the Town to take it. But there is a *moral* obligation for the Town to take it, not just due to the fundamental public health/safety reasons, but because everybody on the [first] Council ran on the platform of taking over the water system; that’s the reason the Town was formed in the first place. Why? Because the Town can get grants for one third or one half the cost that the association could, if the association even qualified for government grants. The Town receives state shared revenues that the association doesn’t, so there are great reasons for the Town to take over the culinary water system.”

The Mayor continued, “The Town can not afford to pay a million or more dollars for something that **has no value**. The SVRA has publicly stated [*on the pink slip included with the annual assessment notices sent to all property owners*] that they expect \$1.2 million. As I said, you must have a willing buyer, and if the association continues to ask for money for the system the Town may have to decline to take over the system. The Town must own the system to receive the \$600,000 grant for the new well, and a new water source must be developed very soon if we are all to continue to have sufficient water. If we’re put in the position of having to drill and construct a new well without state support, the SVRA might as well do it.”

Lovell Hopper remarked, “The buyers and the sellers are essentially the same people. If it’s so important to transfer the water system to the Town, so the Town can get grants, let the Town get the grants and improve the system for the property owners, whether they live here or not, and move on. The association is asking for \$1.2 million from the Town; I object to that. I’m a member of the association; I’m a resident of the Town. Why should I transfer \$1.2 million from one pocket to another for a water system when the association is going to spend the money on something else? The Town should not be willing to pay anything for the existing water system.” *Mayor Siddoway encouraged Mr. Hopper and all others with similar views to attend the next SVRA members’ meeting on Saturday morning, February 17th, to express these views to the SVRA Chairman and his board of directors.*

Joe Angelovic countered, “I think there’s a misconception here. When we talked to the WWDC, and in order to get that money, there were other conditions put on that, and the only people that can meet those conditions are the association. These people are not even considering that.” Mayor Siddoway asked that Dr. Angelovic’s point be recorded in the minutes, and said, “When we went to Cheyenne and asked for water, the first time we walked in they laughed at us. They said, “You’ve got more water up there than anyplace. You don’t need more water; you’re just wasting it (*SVRA’s Aspen Hills golf course irrigation system*). Don’t come back until you’ve fixed your problem.” After much negotiations and phone calls we convinced them that they needed to trust us as a group up here. I’m extremely worried that our reputation as a Town...is on the line. We told them, “We’ll get the transfer done during the month of May so we can qualify for this first grant to develop a new water source for all of us.” They gave us the grant based on the trust factor – normally we would have had to wait a year, but they trusted us. Then they said, “However, you’re still wasting huge amounts of water.” Quoting SVRA statistics, the Mayor explained that the amount of water used to irrigate the SVRA’s Cedar Creek golf course’s 18 holes is one half of the amount of water used to irrigate the SVRA’s Aspen Hills golf course’s 9 holes. That’s four times the amount of water per hole, due to leaks. They said, “Fix that irrigation system before you come back for any other grants.” So what we’ve got is the Level I grant in progress now that studies the sources and uses of water, the \$600,000 Level II grant to explore for a new water source for the Town, but before we go back for any Level III construction grants, that SVRA golf course irrigation system must be fixed. At that meeting the association said they could not afford to do that. The Town indicated that if we were to help, we would have to have an ironclad guarantee that every penny given to the SVRA would have to be used on that leaking golf course irrigation system. If they don’t spend the money there, then the Town’s residents and property owners would once again be shackled by something the association controls.”

Joe Angelovic stated that the homeowners association board of directors had recently voted to pursue the transfer of the culinary water system to the Town, and that the association's board had its own long range plan that included replacement of the Aspen Hills golf course irrigation system. The Mayor remarked that the Town had indicated a willingness to help fund fixing the leaks, but not the installation of a new irrigation system.

First Lady Carolyn Siddoway asked the Council if everyone on the Town Council and Town staff had signed and executed their consent of transfer forms. Mayor Siddoway replied, "You bet." Mrs. Siddoway then asked, "Have all the people on the SVRA board signed their papers? They may want to transfer it, but have they all signed their consent papers as a board?" The Mayor directed the question to SVRA board member Joe Angelovic, who replied, "No, they haven't all signed." The First Lady observed, "It's one thing to say you want to do it, but it's another thing to put your money where your mouth is and sign the form."

Councilman Al Redlin stated that the Town had not formally rejected the SVRA's standing counter offer demanding \$1.2 million for the culinary water system assets, and **Councilman Redlin moved the Town of Star Valley Ranch respectfully and officially decline the Star Valley Ranch Association's counter offer for the purchase of the Culinary Water System dated 28 December 2006, and in response express the Town's willingness to continue to negotiate on details. Councilman Wheeler seconded the motion. The motion carried unanimously.**

Mayor Siddoway concluded this portion of the Town Council Meeting with the statement that the **Omnibus Water Bill** that included the Town's \$600,000 grant for a new water well had been passed by both the **Wyoming House and Senate**, and was awaiting the signatures of the **Governor** and the **Secretary of State**. But he pointed out the Bill included the following language as a provision for the grant: "*The sponsor (the Town of Star Valley Ranch) shall acquire appropriate portions of the existing system prior to commencement of the study.*" The Mayor indicated that this meant that the consent forms, the MOA, and the purchase agreement itself must be made **no later than May 31st 2007**. "That's when the gavel drops," he said. "**If we miss this, we'll have to wait at least another two years.**"

Facilities – Councilman Kent Harker: Councilman Harker explained that professional landscape architect **Steve Ashworth** is helping the Town of Star Valley Ranch to put together a master plan for the BLM parcel on which it currently has its Town Yard. The week of February 26th there would be discussions regarding the size, types and life span of facilities placed on the parcel; then on March 5th discussions would concern the types of use and the scale of development. Between February 26th and March 9th the identified stakeholders in the project would be contacted, including the BLM and **Lincoln County Planning** to discuss how much the costs of building and operations. During the week of June 18th a presentation to the Town Council was scheduled to present a draft of the final plan, to be followed by a presentation to the BLM in July.

Financial – Clerk Andy Moffett:

1% Sales Tax Issue: Mayor Siddoway introduced the topic of the **1% sales tax** that was voted away by the electorate during the November general election, and cited statistics that demonstrated that the voters in the Town of Star Valley Ranch had voted by a slim margin to retain the 1% sales tax while the County's voters had voted to do away with the 1% sales tax. The Mayor explained that the **voters had not been educated** regarding the issue prior to the election, and many had naturally voted against the tax without realizing the **devastating impact** such an action would have upon the treasuries of Lincoln County and all the municipalities within. Mayor Siddoway had calculated that this 1% tax had provided the Town of Star Valley Ranch with **\$542,926 of the \$1.4 million** it had received from the **State of Wyoming** during the previous calendar year. "That will impact our Town on July 1st," observed the Mayor, "and **we will no longer receive a half million dollars per year.**" The Mayor indicated that a County-wide effort was underway to restore the 1% tax, and said, "We as citizens will have to go back to

paying 1% more in sales tax if we do this, but we get in return over half a million dollars in revenues, which is really leveraging our money because if we take that money and devote it to water and roads it will save us far more money than the 1% will ever cost us.” The Mayor expressed his confidence that the voters would restore the tax during a special election, and that all but three towns in Lincoln County had passed resolutions to work to restore the tax. *Clerk Moffett read the following resolution:*

Resolution No. 07-02-13-001 to Place the 1% Local Option Sales Tax on the Ballot:

RESOLUTION TO support placing the Local Option “1 Cent Sales Tax” issue on the ballot this Fall.

WHEREAS W. S. Section 39-15-204(a)(i) (as amended) authorizes the County of Lincoln to impose an excise tax at a rate in increments of one-half percent (0.5%) not to exceed a rate of one percent (1%) upon the sales of tangible personal property, admissions and services made within the county, the purpose of which is for general revenue, and

WHEREAS W.S. Section 39-15-203(a)(i) (as amended) stipulates that no such tax may be imposed until the proposition to impose the tax is submitted to the vote of the qualified electors of Lincoln County and a majority of those casting their ballots have voted in favor of imposing the tax, and

WHEREAS W.S. Section 39-15-203 (a)(i)(B) provides that the proposition to impose an excise tax shall...be submitted to the electors of the county upon the receipt by the board of county commissioners of a resolution approving the proposition from the governing body of the county and the governing bodies of at least two-thirds (2/3) of the incorporated municipalities within the county, and

WHEREAS the Town of Star Valley Ranch, one of the incorporated municipalities within Lincoln County approves the proposition of imposing a one percent (1%) tax for general revenue within Lincoln County be placed on the ballot before the voters of the Town of Star Valley Ranch and Lincoln County, and

WHEREAS the Governing Body of the Town of Star Valley Ranch encourages the board of county commissioners of Lincoln County to vote to approve the proposition of imposing a one percent (1%) tax for general revenue within Lincoln County be placed on the ballot before the voters of Lincoln County.

NOW, THEREFORE, BE IT RESOLVED by the Town of Star Valley Ranch, Lincoln County, Wyoming, that the Board of Commissioners of Lincoln County, Wyoming, be and are hereby notified pursuant to W.S. 39-15-203(a)(i)(B) (as amended) of the resolution of the Town of Star Valley Ranch, Wyoming, approving the submission to the voters of Lincoln County at a special election, the proposition of whether a one percent (1%) excise tax on tangible personal property, admissions and services obtained within Lincoln County be imposed for the purpose of general revenue.

BE IT FURTHER RESOLVED that the Town of Star Valley Ranch, Lincoln County, Wyoming encourages the Board of Commissioners of Lincoln County, Wyoming to vote and resolve to approve the proposition of imposing a one percent (1%) tax for general revenue within Lincoln County be placed on the ballot before the voters of Lincoln County at a special election, the proposition of whether a one percent (1%) excise tax on tangible personal property, admissions and services obtained within Lincoln County be imposed for the purpose of general revenue.

Councilman Harker moved the Town of Star Valley Ranch approve, pass and adopt Resolution No.

07-02-13-001 to support placing the Local Option “1 Cent Sales Tax” issue on the ballot this Fall. Councilman Wheeler seconded the motion. A brief discussion followed:

Joe Angelovic asked Mayor Siddoway if the Lincoln County Commissioners were likely to do a better job of educating the electorate regarding this issue prior to the proposed special election on the question. “We as a Town will take part of the blame. We didn’t understand the magnitude of this – 1% didn’t seem to represent as much money lost as it turns out to be,” the Mayor explained. “If we can get it on the ballot this fall, and it’s approved, by the time it gets through the State system it would be restored sometime during the first quarter of 2008. Please tell everyone you know how important this issue is.” After this discussion, **the motion carried unanimously.**

Town Cash Position Report at February 13, 2007: Clerk Moffett discussed the Town Cash Position Report, and indicated that after the evening’s approved disbursements (*pending*) the balance in the Town’s operating account (Bank of Star Valley) was \$2; the balance in the Town’s reserve CD #20610 (Bank of Star Valley) was \$71,550 (4.13% APY); the balance in the Town’s reserve CD #20642 (Bank of Star Valley) was \$119,009 (5.0% APY); the balance in the Town’s reserve CD #20644 (Bank of Star Valley) was \$506,596 (5.13% APY); the balance in the Town’s reserve CD #778001628 (1st Bank) was \$285,000 (6.13% APY); and the balance in the Town’s reserve CD #778001727 (1st Bank) was \$110,000 (6.13% APY). **The Town’s invested reserves totaled \$1,092,155.**

Ron Thacker asked for clarification on the rate and structure of the Town’s reserve “CD” (CD #20610), and the Clerk offered an explanation of the Town’s current strategy to invest all available funds at the highest rates offered by the Town’s five official financial institutions for deposits. The Clerk explained that over **\$23,000 in interest had been earned** since July 1, 2006, and that this total would rise to over \$30,000 sometime in March 2007.

The latest statement of the Town’s cash position is always posted in Town Hall, and copies are available for pick-up or by email attachment upon request.

Draft January Financial Statements: The Clerk reviewed the Town’s financial statements at seven months (January 31, 2007). Mr. Moffett discussed aspects of the Balance Sheet, noting that the Town carried no debt other than conventional accounts payable (\$28,394), and the Statement of Income and Expenses, noting that total income (fiscal year to date) was \$1,017,347 and total expenses stood at \$284,766 (about 28% of total income), resulting in a net contribution to the Town’s invested reserves of \$732, 580 since July 1, 2006.

During his survey of the Income and Expense Statement, Clerk Moffett paused on the line item for the Town’s **legal fees** paid to **Bowers and Associates Law Offices, PC**, and made the following *special comment to the taxpayers*: “Without going into specifics, I do want to state publicly one thing: Some of you are aware that recently a **restraining order** was **served upon your Town Clerk** by two employees of the homeowners association via the **Lincoln County District Court**. It is highly important to me that you as taxpayers know that **not one penny of your money has been spent toward my highly competent counsel in this affair**. I’ve personally written the check for that, and I just want to be sure that it’s publicly stated that **neither the Town nor the taxpayers will bear any financial burden for my defense** in this legal matter.”

The Clerk reported that the **Town of Thayne** had supplied the statistical reports pertaining to emergency responses to the Town of Star Valley Ranch during the previous two quarters, and that the Town had released the quarterly \$12,500 check designated for the **Thayne Ambulance Service** and the **Thayne Rural Volunteer Fire Department**, and that the Town had remitted \$37,500 to the Town of Thayne since the start of the Fire/EMS agreement negotiated in 2006 (*coverage through March 31, 2007*).

The **Road Department** incurred expenses in **January** of **\$37,656**, comprised mostly of \$20,688 towards

the Town's snow removal contract with Kilroy LLC, and \$7,700 in repairs to the Town's equipment as well as \$1,578 in parts and hardware for these vehicles. After **seven months**, the Town Road Department had spent **\$128,037 for operations** (*this does not include capital expenditures of about \$135,000*).

The Clerk concluded his report on the financial statements with the news that the **U.S. Census Bureau** was in the process of refunding approximately \$8,100 to the Town after closing their books on the Town's **Special United States Census** conducted in July 2006. The total expense to the Town for that Special Census would then be about \$53,000.

The Town's Financial Statements are always available for public examination (and explanations as necessary by the Clerk) at Town Hall during normal business hours. The Clerk encouraged anyone wishing to discuss any aspect(s) of the Town's financial statements in depth to contact him for more details and information.

Grants – Councilman Warren: Councilman Warren informed the Town Council that Town resident **Doretta Webb** had volunteered to assist with research and development of grant opportunities for the Town. Mrs. Warren indicated that the Town was currently planning for a **Section 319 Grant for Septic Systems** that Mayor Siddoway would discuss later in the meeting.

Image – Councilman Wheeler: Councilman Wheeler announced that the **Town Logo** had been officially protected with a copyright by the **United States Copyright Office (Library of Congress)**. This had been done pursuant to a suggestion made by Town resident **Bob Hayes** last fall.

The Councilman also unveiled initial plans for a **Town-wide clean up** effort that would occur in the spring with the help of the Town Road Department. Certain days would be designated as **Town Clean-Up Days**, and the Councilman asked for suggestions and ideas regarding this effort. **Carolyn Thacker** explained that she and husband Ron Thacker were in the habit of collecting trash along the Town's streets during their periodic walks. Mayor Siddoway added, "The Town is trying to initiate the process. We're trying to organize pickups of similar materials for hauling away...the Town itself would not be doing the actual clean up but will facilitate removal of debris and trash for these Clean-Up Days."

Planning – Councilman Al Redlin: Councilman Redlin reported that the Town's concerns with certain aspects of the **\$25,000 CDBG Community Development Block Grant** agreement for a **Town Master Plan** had been resolved, and that the Town had executed the grant agreement with the **Wyoming Business Council**. The Councilman explained that no significant spending on the Master Plan project would occur until after the grant is in hand. Mr. Redlin also revisited the revised RFP schedule, including the due date and unsealing date of March 12th, the preliminary selection of a planning firm on March 26th, with the final selection to be announced at the April 17th Town Council Meeting. The Councilman expected a final contract to be realized by April 30th, 2007.

Councilman Redlin stated that the **Planning and Zoning Board** was being organized, and he indicated that an upcoming issue of **The Ranch News** would be soliciting volunteers in addition to those individuals who had already approached the Town and offered their time and energy to that body. "We expect to select the persons to serve on this Board in mid March and approve them during our Town Council Meeting on April 17th, 2007," explained Councilman Redlin.

Public Safety – Councilman Wheeler: The Councilman indicated that Lincoln County would be installing **School Bus Loading Zone** signs along **Muddy String Road** and **Clark Lane** as soon as the ground softens up in the early spring. Mr. Wheeler also briefly described a **street renaming project** designed to eliminate duplicate and confusing street names primarily for the benefit of emergency personnel responding to Town residents, and in conjunction with the County-wide **enhanced 911 system** currently under development. The Councilman observed that this project would need to be finished prior to the Town's upcoming installation of new street signs at all intersections in the Town of Star Valley

Ranch with the financial help of a **SLIB (State Land and Investment Board) Grant** awarded to the Town in 2006. **Town Public Safety Advisor David Ward** would oversee the project, including the selection of designs and colors for the new street signs. Councilman Wheeler also touched upon the **statistical emergency response reports** for Thayne's Fire and EMS crews mentioned earlier by the Clerk. Mayor Siddoway indicated that the suggestions of residents affected by street name change needs would be incorporated into the renaming process, and that the Town Council would not impose arbitrary names on streets in the Town.

Roads – Councilman Harker: The Councilman reiterated financial data for the Road Department as described by Clerk Moffett earlier. After this, **Lovell Hopper** submitted a statement that essentially accused the Town of Star Valley Ranch of awarding a non-competitive contract to the SVRA after the Town assumed financial responsibility for maintenance of all roads within Town limits on March 15th, 2006, and concluded that “public funds were used to maintain privately owned roads.” *A lengthy and contentious discussion ensued.*

Status of Declaring All Roads Within the Town as Public Roads – Councilman Harker: As he did during the January 16th Town Council Meeting, Councilman Harker presented an overview of the public vs. private designation of roads within the Town. *The following has been reproduced from the minutes of the January Town Council Meeting, and is especially relevant to the Town's pending and highly anticipated February 20th hearing on the issue before the Lincoln County Commissioners in Afton:*

Councilman Harker reviewed the two options the Town apparently has to pursue the official classification of all roads within the Town to be public roads: 1) Eminent Domain, which could take three to five years and cost upwards of \$20,000 to \$50,000 of the taxpayers' money, or 2) W.S. 24-3-101 gives Lincoln County the ability to declare by resolution the roads as County roads, and then by further resolution to turn the roads over to the Town (a much quicker, less expensive and easier means).

“The Town was under the impression that everyone was in favor of the Town assuming total responsibility for the roads,” Councilman Harker stated. “The Town had requested that both LVI and the homeowners association provide letters confirming “no contest” to the Town's actions. The Town received such a letter from LVI's attorneys.”

The Town received a letter from the SVRA attorney stating that the non-public roads are the property of the SVRA and are common areas. The Town intends to proceed with its plans to re-approach the **Lincoln County Commissioners** with its proposal.

Mayor Siddoway displayed the Town's Public Roads Proposal that would be submitted to the Lincoln County Commissioners, and implored everyone to attend and support the Town's efforts at the hearing in Afton of February 20th at 11 AM.

Septic Systems – Mayor Boyd Siddoway: “There are approximately 900 septic systems in this Town,” explained mayor Siddoway, “and we're heading toward 2,000 septic systems in the Town. If there is a downstream pollution, the odds are the **DEQ (Department of Environmental Quality)** will show up on our doorstep first...because we have the highest concentration of septic systems. Assuming we spend the lion's share of our money on water and road projects, we won't have much, if any, money left over. There's the probability that the Town would be ordered to put in a sewer system. The best thing we could do as a Town would be to delay or permanently put off that possibility, by setting up a program to inspect septic systems. The best waste disposal system is a working septic system, and the worst one is obviously a malfunctioning septic system. If we have an inspection system, and maintain records, we would be in a position to state that every septic system in the Town is functioning properly. We met with the DEQ in **Lander** on February 6th, and eventually we were told that “turn back” money (funds awarded to others but unused) was available to the Town for an evaluation study. This study would evaluate the current risk, the risk at 2,000 systems in future, and then attempt to measure the benefits of an enhanced septic

system inspection program in reducing the risks of groundwater pollution downstream. That would be done this summer. If the reduction in risk were significant, the DEQ would award the Town additional funds. We're going to use a lot of facts and try to guess what will happen. This will give us a lot of credibility as a Town, and the County is really interested in what's going to happen up here. They've got thousands of septic systems throughout Lincoln County. So if this process works, the County may implement it also. **Brenda Ashworth (Star Valley Conservation District)** has submitted a grant request recently that we might model ours after, and **Mary Crosby (LUAG – Lincoln Uinta Association of Governments)** has offered assistance with grants for this. That's where we're headed on this."

Activities Participated In:

- A. WAM Winter Workshop – Cheyenne – January 17-19**
- B. Septic Systems - First Quarter Planning Meeting – DEQ – Lander – February 6**
- C. Lincoln County Leadership Institute CBE – Town Hall – February 9**
- D. Town Workshop – Impact of the Loss of the 1% Sales Tax – February 9**
- E. Town Workshop – Preliminary 2007 Utility Dept. Budget Review – February 9**
- F. Town Workshop – Long Term Design - Public Use/Recreation Area – February 9**

Upcoming Activities:

- A. LUAG Quarterly Meeting – Cokeville – February 14**
- B. Wyoming State Forestry Division Meeting – Dana Stone – Town Hall – February 15**
- C. Presidents' Day Holiday – February 19 (Town Hall Closed)**
- D. Lincoln County Commissioners Hearing – Public Roads Proposal – Afton – Feb 20**
- E. Town Workshop – Culinary Water Conservation Techniques – February 20**
- F. Town Master Plan – Proposals Due/Opened – March 12**
- G. Town Auditor's Meeting with New Town Council – March 13 (tentative)**
- H. March Town Council Meeting – March 13**
- I. Town Master Plan – Preliminary Selection of Firm – March 26**
- J. Town Master Plan – Final Selection of Firm – April 17**
- K. April Town Council Meeting – April 17**
- L. Appropriations Ordinance for Fiscal Year 2007-2008 – First Reading – April 17**

Correspondence:

Postal Correspondence Received – January 11th 2007 – February 10th 2007:

Bank of Star Valley	FFIEC 041 (as of December 31, 2006) Notice of Pending Maturity of Reserve CD #20610 @ 2/15/2007
Federal Highway Administration	National Environmental Policy Act (NEPA) 101 Training Course
Federal Home Loan Bank – Seattle	Tri-Party (Town and 1st Bank) Agreement (Joint Custody Receipt) Statement of Pledged Securities, January 2007
Governor Dave Freudenthal	2007 Governor’s Prayer Breakfast Invitation (Cheyenne, Feb 16)
Lincoln County, John Woodward Office of Planning and Development	Subdivision Hearing Staff Report - Kemmerer Hearing, Feb 7 Stonefly Ranch Phase I / Harper-Leavitt Engineering, Inc. North Ridge Homes Development – Derk Izatt/Glen Nilson Notice of Hearing – Re-Zone from “Rural” to “Mixed” – Feb 28 Notice of Hearing – Conditional Use Permit / Master Plan – Feb 28
Lincoln Self Reliance, Inc.	<u>Lincoln Self Reliance, Inc. Review</u> January/Second Quarter Issue
Star Valley Chamber of Commerce	<u>SV Chamber News</u> January 2007 issue
State Land and Investment Board	Drinking Water /Clean Water State Revolving Fund SRF Program
Town of Alpine	Request for Information – Impact Fees
United States Senator Michael Enzi	Letter to Mayor Siddoway re: Project/Grants Coordinator Hawley
Wyoming Association of Municipalities	Wyoming Municipal Directory 2007 Mayor-Council Handbook 2007 Edition <u>WAM News</u> February 2007 issue (7 copies) Thank you card to Mayor; “Great Meetings, Great Results” Nomination Form: Honorary Members Nomination Form: Community Hero Awards Nomination Form: Innovations Awards Nomination Form: Bartley Skinner Award LTS Scholarship Application 2007 Municipal Elected Officials Scholarship Application
WAMCAT	<u>WAMCAT Report</u> January 2007 issue
<u>Wyoming Business Report</u>	January 2007 issue February 2007 issue
Wyoming Rural Development Council	<u>Community Quarterly</u> Winter 2006-2007 issue
Wyoming Department of Revenue Liquor Division	Request for Update: Clerk Info and License Form Media Type
Wyoming Department of Transportation	Safe Routes to School (SRTS) Grant Proposal Info & Guidelines
Wyoming State Engineer’s Office	Application for Permit to Appropriate Surface Water (& Example)

All correspondence is available for review at Town Hall during regular business hours.

Reading of Bills and Signing of Checks – Town Clerk Moffett: The Clerk read the list of disbursements for accounts payable and payroll. The checks issued by the Town of Star Valley Ranch, dated February 1 through February 13, 2007 are as follow:

**TOWN COUNCIL MEETING
February 13, 2007**

LIST OF CHECKS

<u>PAYEE:</u>	<u>CHECK #:</u>	<u>ITEM:</u>	<u>AMOUNT:</u>
Star Valley Ranch Association	1509	Town Hall Rent	500.00
Payroll Total	1510-1517	Payroll	8,130.30
Wyoming Retirement System	1518	Jan 07 Contributions	337.50
All-Star Auto Parts	1519	Town Vehicles Parts	1,946.82
Bowers & Associates Law Offices PC	1520	Legal Services	893.00
Hansen Oil Company	1521	Fuel – Yard	955.80
Holdings Little America	1522	Lodging – Cheyenne	1,000.32
J. Boyd Siddoway	1523	Expense Report	421.45
Jim Wheeler	1524	Expense Report	409.40
Kent B. Harker	1525	Expense Report	32.70
Kilroy, LLC	1526	Snow Removal (#3)	20,658.35
Lower Valley Energy	1527	Yard Electricity	223.17
Maverik Credit Card Services	1528	Gasoline	160.65
Northern Tool & Equipment	1529	Pumps	1,270.86
Olenlager’s Repair	1530	Town Truck Repair	1,200.00
Paperworks Plus	1531	Council Binders etc	97.28
Postmaster – Thayne, WY	1532	Bulk Mail Permit #23	160.00
Rocky Mountain Services X, Inc.	1533	100 Gallons Brine	30.00
Silver Star Communications	1534	Telecommunication	272.30
Star Valley Independent	1535	1 Year Subscription	30.00
Star Valley Ranch Association	1536	See A/P Files	51.03
Valley Market	1537	Leadership Inst Lunch	84.91
William A. Moffett, Jr.	1538	Expense Reports	351.92
Wyoming State Engineer	1539	Pumping Permit	25.00
Postmaster – Thayne, WY	1540	Ranch News #7	450.00
Paperworks Plus	1541	Roads Proposals	31.33
Star Valley Independent	1542	RFP Notices	67.50

Total Checks – February 1st – February 13th : **\$ 39,791.59**
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Councilman Wheeler moved the Town of Star Valley Ranch pay all bills as attested to by the Town Clerk, and as read. Councilman Harker seconded the motion. *It was brought to the Clerk’s attention that two \$400 invoices from Kilroy LLC for supplemental snow removal for the road from Ridgecrest to the Silo had been approved for payment but should not have been (the additional road in question was already part of the original snow removal bid). It was subsequently agreed that the funds would be withheld from the final installment to Kilroy LLC at the end of the winter snow removal season. After this discussion, The motion carried unanimously.*

