

The Town of
Star Valley Ranch, Wyoming

SPECIAL TOWN MEETING MINUTES

CULINARY WATER SYSTEM TRANSFER

Tuesday, May 8, 2007

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

A **Special Town Meeting** for the purposes of discussion of the topic of the **Culinary Water System Transfer** from the **Star Valley Ranch Association** to the **Town of Star Valley Ranch, Wyoming** was held on Tuesday, May 8th, 2007 **at Town Hall**. **Mayor Siddoway** called the meeting to order at 7:00 p.m., and welcomed and thanked all those in attendance. **Over seventy-five people were present**, including all members of the **Town Council**. Town Attorney **Joshua Smith** of **Bowers and Associates Law Offices, PC** and Clerk **Andy Moffett** were also in attendance.

Other special guests present at the meeting included SVRA board members **John Daulton** and **Joe Angelovic**. The Mayor offered his personal congratulations to Joe Angelovic for doing the "impossible." He secured 1450 Water Transfer Consent Forms giving the homeowners association well over the required number of 1356. *A round of applause ensued.*

Jan Jonson and **Bob Palmquist** were recognized by the Mayor as candidates for the SVRA Association Board.

Local media was represented by the **Star Valley Independent's Garren Stauffer**.

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

After declaring that a quorum of the Town Council was present, Mayor Siddoway led the recitation of **The Pledge of Allegiance**.

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Adoption of the Agenda: *The agenda is presented in full in the body of these minutes:*

Agenda

- 1. Call to Order, Roll Call of Councilmen, Statement of Quorum**
- 2. Pledge of Allegiance**
- 3. Recognition**
- 4. Adopt Agenda**
- 5. Introduction / Overview**
- 6. Water Ordinance Readings**
 - A. 2007-02 Culinary Water Ordinance – First Reading - *Motion***
 - B. 2007-02 / 4.1 Appendix – Water Conservation Plan – First Reading - *Motion***
 - C. 2007-02 / 4.2 Appendix – Fee Schedule – First Reading - *Motion***
 - D. Public Input and Discussions**
- 7. Culinary Water Transfer Status**
 - A. SVRA “Consent Form” Goal Reached**
 - B. Association Offer – *Motion***
 - 1. Culinary Water System Assets**
 - 2. Emergency Services Agreement**
 - 3. Public Input and Discussions**
- 8. Town “Counter Offer” Draft - *Motion***
 - A. Culinary Water System Purchase Offer**
 - B. Emergency Services Agreement**
 - C. Water Conservation Plan**
 - D. Public Input and Discussions**
- 9. SVRA Culinary Water Transfer Meeting
(Town Council Participation)
SVRA Barn, Friday, May 11, 2007, 7 PM**
- 10. Adjournment**

Councilman Harker moved to adopt the agenda as written. Councilman Redlin seconded the motion. The motion carried unanimously.

Review: Mayor Siddoway began the meeting with a review for those “snowbirds” just returning and for all those that may have “heard it” once or twice before. The Town’s ultimate goal, said Mayor Siddoway, is to put together a contract between the **Town** and **Star Valley Ranch Association (SVRA)** which addresses the **Sale/Purchase** as well as an **Emergency Services Agreement** and **Water Conservation Agreement**.

The Mayor offered as exhibits, several charts and graphs projected on an overhead projector for the audience to see. These charts and graphs assisted him in explaining the components of the water system, the integration of the culinary and irrigation systems, the sense of urgency regarding the May 31, 2007 deadline as it related to the \$600,000 grant and the ability to apply for additional grants.

Again, using an overhead projector, the Mayor displayed the anticipated water demand and compared the demand to the current supply. As Mayor Siddoway continued his overview by supporting the idea that there may be a future possibility of necessary water conservation by the Town, he did conclude his review by saying “we need to be conscious of our water consumption, not panic about it.”

Water Ordinance Readings:

Councilman Redlin introduced the first reading of the 2007-02 Culinary Water Ordinance *as follows*:

ORDINANCE: 2007-02

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF STAR VALLEY RANCH, WYOMING

Chapter 4 – Utilities – Culinary Water

Section 4-1 Management and Control.

The Town (Municipality) shall have exclusive control and management of the Town’s culinary water system, and shall have exclusive management and control of the supply and distribution of water to all users within the corporate limits and to those that receive water from the Town that are outside of the corporate limits. The Town shall from time to time make such rules and regulations as are necessary for the complete management, control, expansion, improvement, distribution, and supplying of culinary water to the users.

Section 4-2 Definitions.

Water Service Line. The line running from the Municipal water main to the structure or property to be served.

Water Utility. All water and water rights, waterworks and appurtenances thereto, machinery, equipment and supplies used by the Municipality to supply consumers with water; provided, that the water service line from the meter or curb stop to the structure or property served shall be regarded the property of the owner of such structure or property owned.

Section 4-3 Reservation of Rights by Municipality.

The use of water under the provisions of this chapter shall not constitute or be deemed to be a relinquishment of any water or water right by the Municipality, and the Municipality reserves the full right to determine all matters in connection with the control and use of such water.

Section 4-4 Agreement to Rules and Regulations Prerequisite to Commencement of Services.

No person may be served with water from the water utility unless they agree to all the rules and regulations of the Municipality pertaining to the use of such water.

Section 4-5 Town Not Liable for Damages.

The Town shall not be liable to the users for any damages caused by interruptions of water supply, scarcity of water, water quality, accidents to works or mains, or during time of alterations, additions, or repairs, or for any other unavoidable causes.

Section 4-6 Inspection of Premises.

Free access shall at all reasonable hours be allowed to the Municipality to all places supplied with water from the municipal water utility to examine the apparatus, the amount of water used, and the manner of its use; and to ascertain any violation of the rules and regulations controlling the supply of

water and the charges made therefore.

Section 4-7 Damaging Utilities Property or Equipment.

No person shall in any way damage any property, equipment or appliance constituting or being a part of the water utility.

Section 4-8 Trespass or Interference with Water Utility's Property.

No person, other than those authorized by the Municipality shall trespass upon the property of the Water Utility or tap any water mains or make connections therewith or in any way interfere with the Water Utility or the property, equipment, pipes, valves or other appliances of the Water Utility or change or alter the position of any valve or appliance regulating the flow of water in any pipeline.

Section 4-9 Water Conservation, Waste Prohibited and Restrictions on Use.

- (a) All water users shall keep their service pipes, connections, and other apparatus in good repair at their own expense and in such condition that they will not waste or permit the waste of water.
- (b) No person will use water from their water service on property not connected to the Municipal Water Utility.
- (c) In time of scarcity or when the Municipality is unable to furnish a sufficient supply of water for all purposes, the Mayor shall, by proclamation, place restrictions on the use of water to such an extent as may be necessary for the public good. The most common restrictions to be placed on the use of water and the penalty for abuse of the water restrictions will be found in Appendix 4-1, Water Conservation Plan.
- (d) The Municipality, by resolution, may impose restrictions on the use of water within the corporate limits of the Municipality but outside of the Municipal Water Utility, to the extent necessary to meet Federal, State, County or Municipal requirements and are for the public good or to demonstrate that satisfactory measures are in place to qualify the Municipality, to the maximum extent, to be eligible for grants or other benefits to assist the Municipality in obtaining funding for Municipal Water Utility expansion, improvements, or other activities.

Section 4-10 Discontinuance of Service-Failure to Comply with Regulations or Pay Charges.

- (a) If any water user fails to comply with the provisions of this ordinance, the Municipality may discontinue water service until the water user is in compliance and has paid any and all costs incurred because of the non compliance.
- (a) In case any water user shall fail to pay all charges as prescribed by this ordinance, the Municipality shall shut off water to the premises, building, house or lot, and water shall not be turned on again until all charges have been paid, together with the charge for shutting off and turning on the water; provided, that the Municipality shall not shut off the water until the owner shall have been given ten (10) calendar days' notice in writing, by first class mail to the mailing address as shown on the records of the Water Utility.

Section 4-11 Water Service Connections.

- (a) Any person desiring a water service connection shall make written request to the Municipality to provide the connection.
- (b) The fee charged by the Municipality to provide the connection shall accompany a request for a water service connection. The amount of the fee for providing a water service connection will be found in appendix 4-2 and shall include the connection, water service line from the main to the Municipality's water meter.
- (c) Except in case of an emergency, no person other than those authorized by the Municipality shall turn on or off water to any premises. Water will not be turned on to a residence unless the occupant or the occupant's authorized representative is present.

Section 4-12 Maintenance.

The owner of any property connecting to the Water Utility shall be responsible for the maintenance of the water service line from the meter or stop and waste valve to the structure being served and shall keep his line in good condition at his expense so as to prevent waste of water. All Water Utility water meters and stop and waste valves will be maintained by the water utility. The cost of repairs resulting from neglect or abuse by the water user shall be paid for by the user.

Section 4-13 Disconnecting Service from Premises.

When a water user desires to disconnect his premises from the Water Utility, he shall not be permitted to take up that portion of the line between the main and the meter and all appliances from the water main to and including the meter and stop waste valve shall remain in the ground and in undisturbed condition.

Section 4-14 Tampering or Interfering.

It shall be unlawful for any water user or for any other person to tamper or interfere with any meter or meter seal or to so arrange his water service or piping so that the use of water will not actuate the meter.

Section 4-15 Shutting Water off at Street Mains.

Water may be shut off from any street main when necessary to make repairs or to make connections or extensions of the mains or to perform any other work necessary to maintain the water utility.

Section 4-16 Water Service Fees.

An annual, quarterly or monthly water service fee will be charged for each water connection. The water service fee charged for use outside of the corporate limits will be 1 1/4 times the rate charged within the corporate limits. The fee schedule will be found in Appendix 4-2.

Section 4-17 Billing and Payment.

- (a) An account shall be established for each water connection. All accounts shall be carried in the names and addresses of the property owner, agent, tenant, purchaser or lessee of each

such parcel having the water connection.

- (b) No less frequently than once each year nor more frequently than once each month, a statement of each account, shall be prepared and sent to the name and mailing address appearing on the account. Nothing shall prevent accounts from being divided into groups with different billing dates for the purpose of establishing convenient billing cycles.
- (c) Statements shall be due and payable at the office of the Municipality (Town Hall) immediately upon receipt of the statement, and shall be delinquent if not paid in accordance with the fee schedule found in Appendix 4-2. Payments may be made in person or by U.S. mail, and may be tendered in the form of cash, cashier's check, money order, personal check. Payments may also be made via the online bill-pay function of a water user's checking account.
- (d) Property owners or the owner, agent, tenant, purchaser, or lessee of each property for which the water connection is made shall, each and all, be jointly and severally liable for each payment of charges and fees. Failure to pay any charges when due shall constitute a violation of the provisions of this ordinance. Collection of charges and fees under this ordinance when delinquent may be enforced by civil action brought by the Municipality for the Municipality in any court of competent jurisdiction, and this remedy is cumulative and not exclusive and shall be in addition to all penalties provided by the ordinance for any violation of any provisions hereof. No change of ownership or occupation shall affect the application of this section.

Section 4-18 Appointment of Special Municipal Officers.

The Mayor may appoint special Municipal officers, who are not certified peace officers, acting under the terms of their appointment under W.S. 15-1-103 (a) (1) with authority to issue citations to individuals for the purpose of enforcing this ordinance.

Councilman Redlin moved the Town of Star Valley Ranch approve the first reading of Ordinance 2007-02 for Utilities – Culinary Water. Councilman Harker seconded the motion. The Mayor asks for Councilmen input.

Councilman Wheeler noted minor language change regarding meters in section 4-11. **Mayor Siddoway** in same section, under letter “c” asked that “Occupant” be defined as the actual occupant or their authorized representative for the purposes of those who live in Town on a part time basis.

Mayor Siddoway then opened up general discussion, of which the following is an excerpt:

Resident and SVRA Board Member, **John Daulton** asked for clarification on where the template for the ordinance was obtained. **Councilman Redlin responded – Wyoming Municipalities Model Codes. Lovell Hopper, Terry Morris, Bob Palmquist, and Dennis Cox,** made suggestions regarding particular language usage and specific procedures outlined throughout the motion. Discussion regarding *particular resident* instances of water usage as they relate to the fee schedule set forth. Mayor Siddoway commented throughout this discussion that the “Town will do what it takes to make sure it meets the obligation to provide everyone with water.”

The Mayor called for a vote if *no further discussion:*

The motion carried unanimously.

Mayor Siddoway introduced the first reading of Ordinance 2007-02 Appendix 4.1 - Water Conservation Plan *as follows*:

ORDINANCE: 2007-02

APPENDIX 4-1 – WATER CONSERVATION PLAN

While the Town of Star Valley Ranch does not want to be accused of crying “wolf”, we do feel the need to be prepared in case of an emergency or water shortage. This Water Conservation Plan is designed to provide the assistance and support necessary for the Town to exercise proper stewardship over the community’s water resources.

Although water conservation can be imposed on the public, it must be voluntarily and willingly accepted as a shared responsibility between the water providers and the water users of the Town to be truly effective. The Town can succeed in meeting its long-term water conservation and supply goals and its commitment to maintaining Star Valley Ranch’s status as a desirable place to live only if water users are willing to embrace and practice a conservation life style.

This Water Conservation Plan will remain in effect for at least the time period required for the Town to develop and implement additional water sources and storage to meet the Town water user’s demand, successfully install meters on all services, and establish and bill for water usage based on a metered usage. While the Town believes this will take approximately three years, many of the factors critical to meeting this time period are not under the control of the Town.

1. Educational Programs –

- Emails
- Website Articles
- Flyers
- Membership Mailing of Water Ordinances and Resolutions
- Newsletter Articles
- Newspaper Articles
- Town Hall Conservation Awareness Meeting / Classes
- Town Entrance / Speed Sign Poles – Top Flagged
 - Yellow – Level I
 - Orange – Level II
 - Red – Level III
- Possible “Incentive” Program (Conservation Citizen of the Year)

1. Town Preparedness –

- Community Water Advisory Committee
 - (Recommendations of Water Emergency Classification to the Mayor)
 - Chaired by the Councilman assigned the Utilities Department
 - The Town Council recommends individuals with input from the SVRA Board of Directors
 - Selected by Mayor
 - Confirmed by the Council

Ordinances

- Mayor's Authority to Declare Water Emergency
- Excessive "water use" regulations and fines (All water users)
 - First Offense of the water year (April thru March): Written Warning
 - Second Offense of the water year: \$100.00 Fine
 - Third Offense of the water year: \$750.00 Fine per incident
 - Fourth Offense of the water year Maximum allowed by law
(Potentially, the inclusion of water "cut-offs")

Resolutions

- Creation and Appointment of "Special Municipal Officer"
- Creation and Appointment of a Municipal Court with Judge

Inspect and test water wells to produce maximum capacity

Contract "Leak Test" Project

2. Water Shortage Classifications –

The following "Levels" are guidelines, set and based upon the advice of the Community Water Advisory Committee, however, the Mayor may increase the declared "Level" based on a perceived pending public health and safety issue.

"On Going Conservation"

- Education
- No water hookups without a building permit
- Request
 - Drought resistant landscaping projects.
 - Repair home leaks
 - Install water saving devices

"Level I – Moderate" YELLOW

(Storage tanks are not refilling in a 24 hour period, but have a high level mark of at least 50% of capacity during that period)

- On going conservation measures plus:
 - Initiate alternate day home lawn irrigation based on street address
 - Daily watering period limited to 7:00 PM thru 7:00 AM
 - No open end hose watering, must use a sprinkling device
 - Maximum of one hour per sprinkler setting (location or area)
 - No watering on weekends or evening before federal and state holidays
 - outside watering limited to Sunday 7:00 PM thru Friday 7:00 AM
 - No washing of vehicles, driveways or any outside cleaning with water
 - No recharging of yard fountains or artificial streams
- Request
 - Golf Course and irrigation of "non-golf common property" watering limited to 7:00 PM thru 7:00 AM, Sunday 7:00 PM thru Friday 7:00 AM
 - Limit indoor water use

“Level II – High” ORANGE

(Following a minimum of three (3) straight days of “Moderate Condition” OR tanks are less than 10% of capacity)

Level I measures plus:
No landscape irrigation
Deferral of new water service connections

Request:

Limit toilet flushing
Collect warm-up water for use on plants
Full load washing machine only
Full load dish washing only
Reduce bath water level and shower time by ½

“Level III – Extremely High” RED

(Negative supply to demand or a minimum of three (3) days of Level II)

Level II measures plus:
No outside watering.

Request:

Drink or wash with “warm-up” / “cool down” water
Limit domestic use
1 bath / week / person
No washing machines (clothes or dishes)

Councilman Redlin moved the Town of Star Valley Ranch approve the first reading of Ordinance 2007-02 Appendix 4-1 for the Water Conservation Plan. Councilman Wheeler seconded the motion.

Mayor Siddoway *called for comment and an excerpt from that discussion follows:*

Councilman Harker asked that the language in Section 3 under “water storage clarifications” be changed to no water hook-ups without a building permit. Clarification was made regarding “holidays” as both Federal and State. Resident **Marie Cazier** raised the question about a conservation agreement for the SVRA (Association) and golf course irrigation. The Mayor addressed the question and advised there would be more detail as the Emergency Services Agreement was reviewed. Resident **Terry Morris** asked if there can be a moratorium on new hook-ups. Mayor Siddoway emphasized that his intention is not to keep people from building homes here, but things will be limited in the next couple of years.

Mayor Siddoway called for a vote if there was *no further discussion*.

The motion carried unanimously.

Councilman Redlin introduced the first reading of Ordinance 2007-02 Appendix 4.2 – Fee Schedule as follows:

ORDINANCE: 2007-02

APPENDIX 4-2 – WATER SERVICE FEES

The Town of Star Valley Ranch will implement collection of fees for culinary water services on July 1, 2007. Fees are due and payable at the beginning of the billing cycle and shall be delinquent if not paid before the expiration of one month and ten (10) days after the date the statement was prepared for mailing or before the expiration of one month and ten (10) after the beginning of the billing cycle, whichever is later. It is incumbent upon property owners having water connections where the water is currently in a turned off status to notify the Municipality so that they will not be billed for the Water Service Fee.

Water Service Connection Fee: The fee to be charged by the Municipality for providing a new culinary water service connection, inclusive of the connection to the water main line, meter and stop waste valve will be based on service size in accordance with the following schedule. The Water Utility will provide meters or other upgrades as necessary to properties that currently have water connections at the Towns actual cost of providing the meters or upgrades.

<u>Service size</u>	<u>Fee</u>
¾ inch	\$4,700.00
1 inch	\$8,000.00
1 ½ inch	\$18,000.00
2 inch	\$30,000.00

Base Fee and Water Service Fee: Quarterly fees, based on standard calendar quarters, will be charged by the Municipality. The Municipality will charge a uniform quarterly base fee, based on service size, to all properties within the corporate limits of the Municipality that have been provided a water service connection. The Municipality will charge a uniform quarterly water service fee, based on service size, on all connections where the water service is turned on, until such time as water meters are available on all such connections. The quarterly fee will be charged for each quarter or portion of a quarter that the water service connection has been available. A quarterly billing statement will be issued by the Municipality to the property owner or designated recipient of record. It is incumbent upon property owners to advise the Municipality in writing if the billing statement is to be directed elsewhere.

<u>Service Size</u>	<u>Quarterly base Fee</u>	<u>Quarterly Water Service Fee</u>
¾ inch	\$15.00	\$60.00
1 inch	\$25.00	\$100.00
1 ½ inch	\$55.00	\$225.00
2 inch	\$90.00	\$375.00

A ten (10) percent discount will be provided to customers who pay for a full year of water service in the first month of the Municipal fiscal year which begins July 1 of each year.

Turn On/Turn Off Fee: The Municipality will charge a fee to turn water off or to turn water on to a

property.

Turn On/Turn Off Fee	\$15.00 (during normal working hours)
	\$30.00 (outside of normal working hours)
	\$250.00 (turn on or off by other than authorized person, except in case of emergency)

Fees Outside of the Town Corporate Limits: Water users outside of the Municipal corporate limit will be charged fees that are 1 ¼ times the rates shown above.

Penalties: A penalty of 5% will be assessed on payments that are delinquent.

Interest: Interest will be charged on delinquent payments at the rate of 1½% for each full month or portion of a month that the payment is delinquent.

Councilman Redlin moved that the Town of Star Valley Ranch approve the first reading of Ordinance 2007-02, Appendix 4-2 for the Fee Schedule. Councilman Harker seconded the motion.

Mayor Siddoway called for questions and an *excerpt of the discussion regarding fees ensues:*

Ten percent discounts only apply to those residents who pay the year in full, in the first month of the first quarter of the fiscal year. Snowbird fee structures were clarified. Resident **John Potee said, “the way I see it, its \$300.00 per year for water?”** **Mayor Siddoway** explained to Mr. Potee, the benefits of the Town having the water, and how those benefits justify the cost. Mr. Potee commented, he just “wanted the Mayor to say that.”

Mayor Siddoway emphasized he wanted the Town to do things for “**reasonable costs.**” (*as they relate to water fees for residents.*)

Councilman Harker addressed a concerned citizen’s question regarding the money the Town receives for water usage/hook-ups etc... with the comment that “the state statutes do not allow the Town to make money on a water utility. We absolutely cannot make profit on a water system.”

Mayor Siddoway clarified and discussed with residents the language in the ordinance regarding turning water on and off **outside** of the home. Further discussion involved meters, future installation of said meters, and applying for and receiving grants for the upgrade of a future meter system. **Don Snider** brought up a point regarding water line size and the fee structure associated with said lines. Mayor Siddoway informed the residents that most of us have the ¾ inch size. Resident **Ron Thacker** challenged the terminology regarding “fees” verses his interpretation of those fees as “fines.” The Mayor indicated that fees are easier to collect than fines, and then asked that legal counsel take a closer look at this language. Resident **Lovell Hopper** asked about any current limitations of water to homes at this time.

No further discussion.

The motion carried unanimously.

Culinary Water Transfer Status:

Mayor Siddoway again acknowledged **Joe Angelovic** and his tireless efforts in securing in excess of 100 of the water consent forms required for the 2/3rd vote.

Mayor Siddoway read a document from the SVRA (Association) dated **April 26, 2007** regarding the **Offer to Sell Culinary Water System. The Emergency Services Agreement**, calling for \$900,000 from the Town, was **not** included with this offer. Mayor suggested that the receipt of the Emergency Services Agreement as a *second and separate document* will lead to some discussion. *He then asked for a motion.*

Councilman Redlin moved the Town of Star Valley Ranch not accept the Star Valley Ranch Association's Offer to Sell the Culinary Water System dated 26 April 2007. Councilman Harker seconded the motion.

Lovell Hopper asked about the Offer as opposed to the Emergency Services Agreement and why they are separate and both required. Mayor Siddoway discussed at length the necessity for an Emergency Services Agreement. It serves as a contractual obligation and an insurance policy.

The Mayor referenced the charts he showed the audience earlier, in his ongoing attempts to explain to the residents the necessity of the Emergency Services Agreement, as discussion continued. Resident **Joe Angelovic** referenced a point being missed as he recalls a WWDC requirement that said if the Town wanted any grants money above the \$600,000, Aspen Hills has to be fixed. The Association responded to the Town and WWDC that it didn't have the money and the WWDC suggested "**why doesn't the Town buy the system so the Association has the money to repair it.**" **Don Azevedo** mentioned that it was never defined in the consent forms that the system was "multiple systems." **Hank Elders** asked the Mayor where he personally got his water, and the Mayor replied from Green Canyon.

The motion carried unanimously.

Town Counter Offer Draft to Buy read by **Andy Moffett, Town Clerk** as follows:

Offer to Buy

The Town of Star Valley Ranch (Town) offers to buy from the Star Valley Ranch Association (Association) for \$1.00 the culinary water system in an "as is" / "where is" condition as defined in the following "Description of Transfer of Assets"

Assets to be Transferred

The following described items are the assets of the Association and comprise the items to be transferred from the Association to the Town, to wit:

1. **Prater Canyon Springs Development:** Spring and water rights, storage tanks and transmission lines,
2. **Airport Well Number One:** Well and water rights, pump and associated apparatus,
3. **Existing Culinary Water Distribution:** All distribution piping, control valves, service connection and services.

Assets Transfer Description

See Exhibit A – Asset Transfer Description

Star Valley Ranch Water System

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Asset Transfer Description

EXHIBIT A

The following assets of the Star Valley Ranch Association (SVRA) water system to be conveyed to the Town of Star Valley Ranch (TOWN) along with all associated easements, rights-of-way, permits, water rights, and appurtenances. By acceptance of this conveyance, the Town of Star Valley Ranch also accepts the statutory obligations for domestic water service to those residents or property owners within the Town of Star Valley Ranch Boundaries as currently constituted; as well as those obligations for services as previously defined in the Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998, (FINAL SETTLEMENT AGREEMENT).

The water system assets being conveyed are more particularly described to wit:

1) **Prater Canyon Springs** – Including but not limited to:

- Prater Canyon Springs in their entirety.
- Prater Canyon Transmission Lines (defined as the pipeline from the spring to the Prater Canyon tank and from the Prater Canyon Tank to the Distribution System.)
- Prater Canyon Tank (175,000 gallon buried concrete reservoir) including overflow and drainage piping, inlet & outlet piping, and all other related appurtenances.
- Prater Canyon Water Rights as summarized below.

Permit No.	Name	Priority	AMOUNT	NOTES
UW 13319	Prater Canyon #1	16 Apr 1971	300 gpm	Commercial / Public Utility
UW 82826	1 st Enlargement Prater Canyon #1	29 Jul 1985	600 gpm	Supply to 2052 lots, golf course, swimming pool, clubhouse
UW82827	2 nd Enlargement Prater Canyon #1	16 Jul 1987	900 gpm	Misc.
UW112130	3 rd Enlargement Prater Canyon #1	30 Sep 1998	0	Misc. –

- Associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, meters, and all other related appurtenances and incidentals required for historical operation of the Prater Canyon Springs and Tank as a part of the Star Valley Ranch domestic water system.

2) **Airstrip Well No. 1** - Including but not limited to:

- The airstrip Well No. 1 facilities in their entirety.
- Airstrip Transmission Line (defined as the pipeline from the well to the Distribution System.)
- Airstrip Well No. 1 Water Rights as summarized below.

Permit No.	Name	Priority	AMOUNT	NOTES
UW 90328	Airstrip Well #1	30 Nov 1992	600 gpm	Residential
UW 112131	1 st Enlargement to Airstrip Well #1	30 Sep 1998	250 gpm	Misc.

- Associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, meters, well house, disinfection system, well pump, electrical connections, and all other related appurtenances and incidentals required for historical operation of the Airstrip Well No.1 as a part of the Star Valley Ranch domestic water system.

3) **Culinary Water Distribution System:** The Star Valley Ranch culinary water distribution system in its entirety, further defined as all water piping in place as utilized to deliver domestic water to any and all Star Valley Ranch water users in place at the time of this agreement. This also includes that piping required to serve those water users outside the Star Valley Ranch boundaries as defined by the above referenced Final Settlement Agreement.

Also included are all associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, service connections and meters, control valves, manholes, fittings, and all other related appurtenances and incidentals required for historical operation of the Star Valley Ranch domestic water distribution system.

Which items 1 through 3 above describe the existing Star Valley Ranch domestic water system in its entirety excluding those system components specifically retained by the SVRA for irrigation use described to wit:

1) **Green Canyon Springs** – Including but not limited to:

- Green Canyon Springs in their entirety.
- Green Canyon Transmission Line (defined as the existing 6-inch diameter dedicated pipeline from the Green Canyon springs connecting to the Star Valley Ranch Golf Course Irrigation System).
- Water Rights as summarized below, subject to the terms and conditions of the Final Settlement agreement.

Permit No.	Name	Priority	AMOUNT	NOTES
28143	Stewart (Green Canyon) Springs	9 Sep 1982	2.22 CFS (997gpm)	Misc. – Needs Adjudication
6973 Enl	1 st Enlargement Stewart Springs	16 Jul 1987	0	Domestic Supply
6974 Enl	2 nd Enlargement Stewart Springs	8 Sep 1989	0	Domestic Supply – Needs Adjudication
1579	S.H.	13 Sep 1897	0.86 CFS	Irr
19775	Brog	19 Mar 1943	0.59 CFS	Irr
904E Enl	Enlargement S.H.	13 Aug 1902	0.54 CFS	Irr
5430 Enl	Enlargement Brog	18 Nov 1946	0.51 CFS	Irr
7528 RES	Green Canyon / Cedar Creek	3 Apr 1972	15.4 Ac-ft	Reservoir / Fish Pond

- Associated rights-of-way, easements (written and prescriptive), access rights, properties, permits, valves, meters, and all other related appurtenances and incidentals required for historical operation of the Green Canyon Springs system as a part of the Star Valley Ranch golf course irrigation system.

2) **Green Canyon Tank** – Including but not limited to:

- Green Canyon Tank (400,000 gallons) in their entirety.
- Tank site property.
- Inlet and outlet pipelines connecting to the Green Canyon Transmission Line.
- Associated rights-of-way, easements (written and prescriptive), access rights, properties, permits, valves, meters, and all other related appurtenances and incidentals.

3) **Cedar No. 1 Well** - Including but not limited to:

- Cedar No. 1 Well facilities in their entirety.
- Cedar No. 1 Well Transmission Line (defined as the pipeline from the well to the golf course irrigation system.)
- Cedar No. 1 Well Water Rights as summarized below.

Permit No.	Name	Priority	AMOUNT	NOTES
UW 37449	Cedar No. 1 Well	?	?	Canceled Oct. 15, 1984
UW 120239	Cedar No. 1 Well	28 May 1999	300 gpm	Misc.

- Associated rights-of-way, easements (written and prescriptive), access rights, properties, permits, valves, meters, well house, disinfection system, well pump, electrical

connections, and all other related appurtenances and incidentals required for historical operation of the Cedar No. 1 Well as a part of the Star Valley Ranch golf course irrigation system.

It is specifically understood and acknowledged by the SVRA and the TOWN that the existing golf course irrigation supply systems to be retained by SVRA and the domestic water system to be conveyed to the TOWN are currently commingled and integral in their operation; and will necessarily remain as such until such time as the TOWN is able to obtain adequate funding and construct the necessary infrastructure improvements to fully separate the systems.

Mayor Siddoway advised the above information was supplied by the engineering firm currently executing the **WWDC's Level I Study**. Both the Association & the Town received all above referenced information.

Emergency Services Agreement read by **Councilman Harker**

Emergency Services Agreement

The purpose of this agreement is to minimize the disruption to the supply of culinary water to SVRA Members and Town Residents until the Town is able to expand its source water supply and storage systems.

The Association will continue to provide existing and available water to meet the culinary water demands of the SVRA Members and Town Residents living within the current boundaries of the Town of Star Valley Ranch following the conditions set forth below:

Duration –

This document and the conditions set forth will remain in effect until such time as the Town has the water supply and storage necessary to meet the culinary needs of the residents within the current boundaries of the Town/Association, as well as those obligations for services as previously defined in the “Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998,” and until such time as the Town is able to obtain adequate funding and construct the necessary infrastructure improvements to fully separate the systems. The Town has the right to cancel this agreement with a thirty (30) day notice any time following the payment of the final installment.

Water Conservation Plan –

The Town will implement and enforce the attached Water Conservation Plan. (See Attachment A – Water Conservation Plan)

Ingress Authority –

The Association agrees to allow the Town access to maintain the Association's water supply and storage systems in a culinary condition. In the event that any valve or water control apparatus should need to be opened, closed, or the flow of water modified in any way from any point in the Associations water supply and storage system, said need shall be communicated to the Association for action. Association agrees to authorize or execute the request within two (2) hours. The Town has the authority in an emergency situation to bypass the request, however the Town will notify the Association as soon as practical of the incident.

Culinary Water Services-

The Association will continue to supply and store water for the Town's culinary water system as required until the Town is able to supply the community from the Town's own water sources and storage facilities.

Excess Water –

The Association hereby agrees to supply any surplus spring water, defined as water in excess of the amount needed by the Association for the normal maintenance and care of the Association common areas, to the SVRA Members/Town Residents using the Town's distribution system. The Association hereby agrees that it shall take measures to aggressively defend its appropriated share of water rights.

Emergency Water Condition (Definition)–

A water shortage condition exists when the demand for culinary water exceeds the Town's maximum supply after the Water Conservation Plan is instituted and enforced at any level and the Town's water sources are being used to their full capacity.

Emergency Water Supply –

During an Emergency Water Condition the Association, to the best of its ability, hereby agrees to provide the membership with water from Green Canyon Springs and the Cedar Creek well, using the Town's distribution system, to assist in meeting the culinary water needs. In an Emergency Water Condition, the Town agrees to assume the actual billed electrical costs for operation of the Cedar Creek Well.

Aspen Hills Water Conservation Project -

The Association agrees to make reasonable efforts to comply with the Wyoming Water Development Commission's request to remedy the waste of water at the Aspen Hills Golf Course.

Inventories, Equipment and Facilities –

The Association agrees to include the following as part of this agreement:

The Sale of:

- Existing Culinary Water Inventory of parts, tools and etc.
- Culinary Water Equipment
(Backhoes and Service Truck)
- Road Work Equipment
(Trucks, Tractors, Roller and Associated Accessories)

The Use of:

- Maintenance Yard, Building and Airport Storage area for three (3) years (Propane and Electrical Power NOT included)

Compensation to the Association for Services under this Agreement –

The Town of Star Valley Ranch, WY, in exchange for the services and obligations created under this agreement, hereby agrees to pay the Star Valley Ranch Association, Inc. the amount of \$350,000;

First Payment	(July 1, 2007) =	\$200,000
Second Payment	(July 1, 2008) =	\$150,000

Mayor Siddoway addressed what he determined to be the main area where this Agreement and the one provided by the Association had changed. The Mayor said that a section was added entitled **Inventories, Equipment and Facilities**. He defined this area as "services and assets" which "may be worth some money."

Mayor Siddoway also advised Town residents that the Town could only be encumbered with this

agreement with the Association for a maximum of the shortest term of a Councilman currently in office.. That date falls in early January 2009.

Resident **Mark Michel** commented regarding his feelings about “buying something we already own.” **Lovell Hopper** brought up points the Mayor advised we were getting to, and had not yet discussed yet.

Discussion ensued about why the Town didn’t just buy both water systems originally. Mayor Siddoway clarified for the residents that the major reason why is because **LVI (Leisure Valley Incorporated)** and the SVRA have water that is held together under both names. That water would have fallen into the purchase if we had acquired everything. The **WWDC** will **not** issue grants for any water, apparatus or source that has a *Developer* involved, said Mayor Siddoway. LVI is a *Developer*.

The Mayor advised the Residents that the **Compensation to Association for Services** portion of the agreement had intentionally been left blank for tonight’s meeting so that the Council and Town residents could have individual input. Mayor Siddoway opened the discussion by sharing that he believed “the items listed were assets we’d like to have and property we’d like and need the use of.” The Mayor asked the Councilmen, individually to offer their opinions/beliefs on the dollar amount that should be attached to “Services” in the agreement.

Councilman Redlin was the first to bring numbers to the table for discussion. He suggested that the equipment, maintenance building, grounds are worth something, and he would like to “toss out a number.” “\$425,000, \$225,000 in each of two payments.”

Joshua Smith, Town Counsel, interjected that the language in the agreement, if indeed the Town was intending to buy the equipment from the Association, should be changed to be clearer with regard to an understanding that in the case of the equipment, the Town was offering to **purchase it** from the Association.

Councilman Wheeler addressed the residents for a time about his empathy and understanding of how stressful all this had been on the community, board members, everyone. Mr. Wheeler said that he “personally would consider the price going to \$500,000.” “That way it would be signed, sealed and done.”

Councilman Harker had commentary as follows: “Keep in mind that every dollar we pay the Association is between two and four dollars we can’t spend on the system. Because we can get matching grants. O.K., I’m willing to pay some money for their equipment they were going to junk, but it’s not gonna be new price. I’ll be willing to pay reasonable rent for that maintenance yard shop but the numbers so far are way out of line.” “\$200,000 is my top number because I think that you could justify that the building and yard is worth \$75,000.00 worth of rent, it’s just a wild guess what that equipment could be but it must be ninety to one hundred thousand dollars.” Councilman Harker went on to question where the Association dues are going that should be available to help with this transition without us having to pay additional money. He also called upon the audience to feel free to say what they thought we should or shouldn’t pay to the Association.

Councilman Warren concurred with Councilman Harker (\$200,000 maximum cap) as she felt there were going to be too many financial obstacles the Town will have to incur once they indeed acquire the Water System.

Town Clerk Moffett reminded the residents of the disappearance in fiscal year 2007-2008 of the local 1% option tax and that the Town would be receiving 40% less revenue next year. He asked that everyone please keep that in mind when discussing Town finances.

Mayor Siddoway said that he's "torn"; "from a personal standpoint he'd probably pay \$500,000 and also from a personal standpoint he doesn't want to pay a penny." But there some things of reality that have to be input here. The Mayor paints the picture of the Association having the water in 30 days and not being able to enforce **Water Conservation**. He references he believes it would be a pretty big mess. **Mayor Siddoway** said, "If we miss this \$600,000 we can't apply next year." "The Town cannot take on the water without the knowledge and security blanket of grants."

Mayor Siddoway continued to address the residents by raising questions he has, such as "how much am I willing to pay." He goes on to add, "if we don't do it, it will be two years, maybe three, before we get back on line." The Mayor has received over these last months, calls from many, many people that suggest we just "get it done." He encouraged everyone to attend the Association meeting on Friday, May 11 in the Barn.

The Mayor told the residents that he doesn't really know what dollar amount he is willing to pay, he ponders this thought together with his request from the residents to "stick with us we'll try to do the very best we can." **Mayor Siddoway** opens it up for public discussion. *Excerpts from that discussion ensue:*

Resident **David Rulleander (?)** asked about the revenue generated from water collection fees verses what we have in the bank. Mayor Siddoway assured the residents that the price tag for the water will not jeopardize the Town's ability to function.

Lovell Hopper concerned about the documents, still making comments on them being two separate agreements and two separate issues. The Mayor told Mr. Hopper and the audience once again, about the overall conception of the water system and the fact that it is **necessary** to have two separate agreements. "One for the transfer, and one for the interim period from the time the Town buys it, until the time the Town becomes self sufficient", said Mayor Siddoway.

Mayor Siddoway addressed a concerned citizen's lack of full understanding of the loss of the \$600,000 and how that number was determined. The Mayor advised that it is population based, and **Town Clerk, Moffett** also added commentary to clarify the figures in this discussion.

Councilman Wheeler added: "From my standpoint, the \$500,000 since I put it out. One of the things that I based that amount on is after discussion with a number of the Board Members and asked really, what would you do?" I don't think I can justify each dollar of that \$500,000 on any one piece of equipment or that kind of a thing." **Councilman Wheeler** commented on a conversation he had with an individual not associated with the SVRA, and said "If you pay 1.2 million dollars and you do it now, in 5 years you will never remember that it happened. The most important thing is to get it done and to do it. That's why I would give the \$500,000."

Resident and former Town Councilman **Jan Jonson** commented that she is just baffled as to why the Association would even want to keep the system. Mayor Siddoway encouraged her to mention this at the meeting scheduled for Friday, May 11.

Residents discussed the fact that there had been no cost to the Association in the last 18 months with regard to Town Roads and the maintenance of those roads. Mayor Siddoway acknowledged this as something we needed to be aware of, but in fact had no impact on the topic of the Culinary Water Transfer, the topic of this meeting.

Resident commentary ensued with a frustrated tone as to why the Town should pay anything for the Water System. This thought was voiced and echoed throughout the audience. **Mayor Siddoway** definitely agreed with the audience and resident sentiment, but offered a "what if" example, if the Town did not have the water. Following his example, the Mayor suggested that things would be worse, in his

opinion, than if the Town didn't have the water.

Mayor Siddoway steered the topic back around to the dollar amounts offered by the Councilmen to purchase services and equipment from the Association. The Mayor said that if we pay the Association "\$200,000; that's a hundred bucks per lot. \$400,000 is two hundred per lot. So ask yourselves a question, is it worth, \$200.00 each for us to get that grant? That's another way of looking at this as an impact on all of us."

Link Schooner asked the audience to show up on Friday to the Association meeting and "tell those folks" what we said here this evening.

Mayor Siddoway answered a resident's question about the dollar amounts in the previous offers from the Association. The Mayor said the Association had originally offered 1.2 million and their most recent offer was \$900,000 for services and equipment. **Steve Ashworth**, (in agreement with **Councilman Harker**,) suggested that in our negotiations we put tangible numbers on what we believe the value is for what is being received. These types of figures should be easily identifiable when logic is applied. Value of the water is not an arbitrary number. Mr. Ashworth said that the tangible numbers applied to this argument should allow us to negotiate quickly and logically.

Mayor Siddoway used an analogy about children and money and suggested that maybe what the Town ought to do is give the Association a price. A price that is built on assets, getting the water fixed at Aspen Hills, etc... If that amount is less than it costs to fix it, the Mayor said, "that's their problem not ours." "There's always a way to do it, unless there is choice not to do it."

Resident **Howard Johnston** commented that the biggest wild card in all of this was the loss of the 1% Sales Tax for 2007-2008, or \$600,000. He said based on knowing that, the Council should come up with a price, go to the Association with it and say that is all we have because of this loss of funding. Mr. Johnston said that with this many people trying to make a decision, it would be virtually impossible.

Resident **Bob Palmquist** offered commentary on the scientific relationships for wet and dry climate cycles in his effort to suggest that we can reasonably expect to continue to be in a water shortage over the next several years. Mr. Palmquist provided an example, based upon speculation, of past history as it relates to residents who belong to the Star Valley Ranch Association, prior to the creation of the Town. **Mayor Siddoway** advised Mr. Palmquist that his commentary was no longer on topic for the Water System. Mr. Palmquist closed his argument by saying that many are quick to blame the Association Board, but perhaps some have themselves to blame. (*paraphrased*)

Mayor Siddoway closed discussions.

Mayor Siddoway called for a motion.

Councilman Redlin urges one more time prior to making a motion, the sense of urgency with getting the Water Transfer completed.

Councilman Redlin moved the Town of Star Valley Ranch offer the Star Valley Ranch Association the sum of \$350,000 as compensation for services under the Emergency Services Agreement dated 9 May 2007; as well, the first payment of \$200,000 be made on 1 July, 2007 and the second payment of \$150,000 be made on 1 July 2008.

Councilman Harker commented that he was against the motion.

Councilman Redlin offered to assist in detailing what the value of \$350,000 breaks down to.

Councilman Wheeler seconded the motion.

The vote was as follows: Harker – Nay Redlin – Aye Warren – Nay Wheeler – Aye Siddoway – Aye.

The motion carried by a vote of three to two.

Mayor Siddoway read the Water Conservation Plan as follows:

JOINT WATER CONSERVATION PLAN

While neither the Town of Star Valley Ranch nor the Star Valley Ranch Association want to be accused of crying “wolf”, we do feel the need to be prepared in case of an emergency or water shortage. This Water Conservation Plan is designed to provide the assistance and support necessary for the Town and Association to exercise proper stewardship over the community’s water resources.

Although water conservation can be imposed on the public, it must be voluntarily and willingly accepted as a shared responsibility between the water providers and the water users of the Town to be truly effective. The Town can succeed in meeting its long-term water conservation and supply goals and its commitment to maintain Star Valley Ranch's status as a desirable place to live only if water users are willing to embrace and practice a conservation lifestyle.

This Water Conservation Plan will remain in effect for at least the time period required for the Town to develop and implement additional water sources and storage to meet the Town water users’ demand, successfully install meters on all services, and establish and bill for water usage based on a metered usage. While the Town believes this will take approximately three years, many of the factors critical to meeting this time period are not under the control of the Town.

1. Educational Programs –

- Emails
- Website Articles
- Flyers
- Membership Mailing of Water Ordinances and Resolutions
- Newsletter Articles
- Newspaper Articles
- Town Hall Conservation Awareness Meetings and Classes
- Town Entrance and Speed Sign Poles – Top Flagged
 - Yellow – Level I
 - Orange – Level II
 - Red – Level III
- Possible “Incentive” Program (Conservation Citizen of the Year)

3. Association Preparedness –

Welcome Packet to include all Town Water Educational Material, Ordinances and Resolutions

Marquees (all) - The top line reserved exclusively for water conservation information and/or declared “level” of conservation

SVRA Summer “CB” announcements of Shortage Levels

Architectural Committee

No plans approved without identified and “inspection enforced” water conservation appliances before sign-off of completion.

Applicant signed “warning” that all outside landscaping and planting must be drought resistant plantings or delayed until conservation enforcement is lifted.

Common Area Management and Operators

Educational program of watering limits and requirement to conform.

4. Town Preparedness –

Community Water Advisory Committee

(Recommendations of Water Emergency Classification to the Mayor)

Chaired by the Councilman assigned the Utilities Department

The Town Council recommends individuals with input from the

SVRA Board of Directors

Selected by Mayor

Confirmed by the Council

Ordinances

Mayor’s Authority to Declare Water Emergency

Excessive “water use” regulations and fines (All water users)

First Offense of water year (April thru March): Written Warning

Second Offense of the water year: \$100.00 Fine

Third Offense of the water year: \$750.00 Fine per incident

Fourth Offense of the water year: Maximum allowed by law

(with possible inclusion of water “cut-offs”)

Resolutions

Creation and Appointment of “Special Municipal Officer”

Creation and Appointment of a Municipal Court with Judge

Inspect and test water wells to produce maximum capacity

Contract “Leak Test” Project

5. Water Shortage Classifications –

The following “Levels” are guidelines, set and based upon the advice of the Community Water Advisory Committee, however, the Mayor may increase the declared “Level” based on a perceived pending public health and safety issue.

“On Going Conservation”

Education

No water hookups without a building permit

Request

Drought resistant landscaping projects.

Repair home leaks

Install water saving devices

“Level I – Moderate” YELLOW

(Storage tanks are not refilling in a 24 hour period, but have a high level mark of at least 50% of

capacity during that period)

On going conservation measures plus:

Initiate alternate day home lawn irrigation based on street address

Daily watering period limited to 7:00 PM thru 7:00 AM

No open end hose watering, must use a sprinkling device

Maximum of one hour per sprinkler setting (location or area)

No watering on weekends or evenings before federal and state holidays - outside watering limited to Sunday 7:00 PM thru Friday 7:00 AM

No washing of vehicles, driveways or any outside cleaning with water

No recharging of yard fountains or artificial streams

No recharging of golf course ponds (exception; pre-approved ponds used for storage of irrigation water)

Golf Course and irrigation of "non-golf common property" watering limited to 7:00 PM thru 7:00 AM,

Sunday 7:00 PM thru Friday 7:00 AM

Request

Limit indoor water use

"Level II – High" ORANGE

(Following a minimum of three (3) straight days of "Moderate Condition" OR tanks are less than 10% of capacity)

Level I measures plus:

No landscape irrigation

Eliminate all irrigation of non-golf common property

Golf Course watering limited to Greens and tees only 7:00 PM thru 7:00 AM

Sunday 7:00 PM thru Friday 7:00 AM only

Deferral of new water service connections

Request:

Limit toilet flushing

Collect warm-up water for use on plants

Full load washing machine only

Full load dish washing only

Reduce bath water level and shower time by ½

"Level III – Extremely High" RED

(Negative supply to demand or a minimum of three (3) days of Level II)

Level II measures plus:

No outside watering.

No golf course watering.

Request:

Drink or wash with "warm-up" and/or "cool down" water

Limit domestic use

1 bath per week per person

No washing machines (clothes or dishes)

John Daulton suggested checking with the Association regarding their limitations regarding watering and the times outlined in the Agreement. The Mayor suggested this is a curtailment or containment of regular watering practices.

Councilman Redlin made a motion as follows:

Councilman Redlin moved the Town of Star Valley Ranch authorize Mayor Boyd Siddoway to submit the Town's Offer to Buy the Culinary Water System, including the Emergency Services Agreement, dated 9 May 2007 to the Star Valley Ranch Association. Councilman Wheeler seconded the motion. The motion carried four to one.

Resident **Carolyn Thacker** asked the Mayor what would happen if the Association and the Town cannot reach an agreement. Mayor Siddoway told Mrs. Thacker that we lose the grant. Further discussion ensued regarding the upcoming May 11 meeting called by the SVRA.

Mayor Siddoway stood and addressed John Daulton. The Mayor said, "this is not our final offer, it is our firm offer. Because we will not close the negotiations tonight, we will close them Friday night. I think I'd ask you to carry that back to the Board. That doesn't mean we will go higher, but we will listen. If you've got a better rationale than we got tonight, we will listen. Is that fair enough? But it's got to be some pretty strong rationale."

Adjournment: Councilman Redlin moved to adjourn the meeting. Councilman Wheeler seconded the motion. The motion carried unanimously.

The Special Town Meeting was adjourned at 9:52 PM.

Boyd Siddoway, Mayor **Date**

ATTEST:

Andy Moffett, Clerk **Date**