

The Town of  
***Star Valley Ranch, Wyoming***

**SPECIAL TOWN MEETING MINUTES**

**CULINARY WATER SYSTEM TRANSFER**

**Monday, May 21, 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 *jointly* with the homeowners association's board of directors on Monday, May 21st, 2007 at the **SVRA Barn**. **Mayor Siddoway** called the meeting to order at 7:00 p.m., and welcomed and thanked all those in attendance. It is estimated that **over one hundred people were present** at the beginning of the meeting, including all members of the Town Council. Clerk **Andy Moffett** was also in attendance.

SVRA board members present at the meeting included **John Daulton, Kathy Deitz, Larry Watt, Carl Brown, Jack Petty** and new chairman **Joe Angelovic**.

*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***.

**Mayor Siddoway** gave a brief overview of the purpose of the meeting, which was intended to be workshop style with one objective: **Get the water transferred from the Association to the Town.**

**Components of the Transfer include:**

- 1. Purchase Agreement** – Transfer of the asset itself for \$1.00
- 2. Emergency Services Agreement** – Contractual Agreement between the two entities which defines the responsibilities of the **Association** and the **Town** until the water system is fully separated.
- 3. Attachment A – Town of Star Valley Ranch Water Conservation Ordinance**
- 4. Attachment B - Star Valley Ranch Association Water Conservation Plan**

Mayor Siddoway turned the meeting over to SVRA chairman Joe Angelovic. Dr. Angelovic addressed the audience and deviated from the Culinary Water Topic shortly to discuss the **Roads**, and presented to the Town a signed, sealed and notarized copy of the **Association's agreement to transfer the roads to the Town**. *Applause ensued.*

Kathy Deitz offered a special comment and overview on the Culinary Water System Transfer from the Association's perspective.

Carl Brown reviewed conduct and meeting guidelines which were set in place by the Association. The topic for the meeting was limited to the discussion of the **Emergency Services Agreement** – Section by Section.

*Discussion ensued regarding document language.* Clarification was sought regarding **Ingress Authority** to the **Airport Well**. Mayor Siddoway advised that the easement process in the **Purchase Agreement** outlined the specifics of the Town's access.

Definition of *full capacity* as written in the agreement was discussed. **Councilman Redlin** suggested a wording change from *capacity* to *capability*.

**Sharon Backus** challenged the wording in the agreement regarding the conservation of water to the golf course greens. Mayor Siddoway suggested that *priorities* should ensue if the Town were to experience a water crisis (**Level III**). The Mayor explained that he would rather have water to drink than a green golf course. He also reminded everyone that should there be a Level III crisis it would likely be short lived, and he would prefer that residents have drinking water rather than the golf courses being irrigated during these crisis time periods.

An unidentified resident spoke up regarding a Level III condition. He stated that he personally would not feel good about the Association using any water for golf course irrigation during a Level III condition, if there was any culinary demand at the same time. *Applause ensued.*

Mayor Siddoway, in an attempt to move the meeting forward, said the intent behind this discussion was related to an **Extreme Emergency Condition**.

The **Inventories, Equipment and Facilities** contract was defined as the sale and lease of assets. It is a list of inventory, equipment and facilities the Association owns, or has access to, that the Town wishes to utilize and/or purchase as components of the Culinary Water Transfer.

Councilman Redlin discussed the importance of placing a value (dollar amount) on the components of the Emergency Services Agreement.

Mayor Siddoway asked what historical costs for electricity to run the airport well had been experienced by the homeowners association. Chairman Angelovic advised that the monthly bills didn't tell how long the pump had run nor how many gallons were pumped. He went on to state that it was unfortunate that that was all the information the existing water utility had. Mayor Siddoway asked what had historically been the highest dollar amount paid in one given month. Mr. Angelovic and Mr. Daulton responded by stating the number was somewhere around \$2000/\$3000. The Mayor again asked what the highest amount paid for the electricity for the airport well the homeowners association had paid in the past, but no firm figure was offered.

Councilman Redlin suggested the following figures: **Surplus Spring Water** – \$36,000, **Improvement of**

**the Supply Capability** - \$30,000; **Supply and Reservoir Storage** \$90,000; **Total \$156,000** over a three year period. **Equipment** – purchased for a dollar amount; **Leases** – 2 year term, **Services** – 3 year term.

Mr. Angelovic, Councilman Redlin and Mayor Siddoway discussed at length the idea that **Green Canyon** supplies 80% of the culinary water in the community. Mr. Angelovic suggested using a calculation of 60% of the approximate 80% of water supplied by Green Canyon to determine a “value.” This 60% was to be used as a starting value point as it related to the culinary water for the Town. The “value” of the water and the dollar amount that should be placed upon it was clearly the topic of this discussion.

Resident **Lovell Hopper** reiterated the ongoing theme heard from many residents: “Taking out of one pocket just to put it in another.” Mayor Siddoway duly noted the comment.

Mr. Angelovic addressed the audience and stated that the **Wyoming Water Development Commission (WWDC)** had indicated that said all Town grants for water, now and in the future, are contingent on the repair of the SVRA’s **Aspen Hills Golf Course Irrigation System**. He said, “If the association can sell its assets as they relate to water, and use those monies to fix the Aspen Hills course, this would benefit the whole community.” *Applause ensued.*

Councilman Redlin suggested that the Town and the homeowners association might render some dollar amounts, then ask **Forsgren Associates Engineer Clarence Kemp** to evaluate these and revise and arrive at his suggestions regarding values. The Town and homeowners association would take all three numbers into consideration before continuing negotiations. Mayor Siddoway commented that Clarence Kemp had done everything possible to be neutral. He had displayed high standards of ethical conduct and professionalism, and the Mayor supported the initiative to solicit such valuations from Mr. Kemp.

Several residents simply called for a figure to be put up on the board and for both sides to agree upon and *get on with it.*

Mayor Siddoway expected to have numbers early the following day and suggested to Mr. Angelovic and Kathy Deitz that the Town should be able to have an offer to present to the homeowners association during the regularly scheduled monthly Town Meeting the next evening, Tuesday May 22 at 7 PM.

Discussion of items currently listed in **Inventories/Equipment** document and discrepancies noted by the Town and the Association: Mayor Siddoway noted that this was not an official appraisal, but more than just picking a number out of the air. Councilman Redlin offered his comments on the the “value” of the equipment and how that value immediately impacts the Town. Councilman Redlin predicted there would certainly be immediate operational challenges if the Town did not own the equipment prior to the onset of acquiring the system. Discussion continued regarding specific items including a physical inventory and Town “walk-through” to review said inventory of the equipment that might be bought from the Association and other associated comments which concluded this discussion.

*Discussion of leases and the value of property utilized for storage.*

Mayor Siddoway encouraged everyone, including the entire homeowners association board, to attend Tuesday, May 22<sup>nd</sup>’s regular monthly Town Meeting for their ongoing input.

Mayor Siddoway wrapped up the meeting by stating the Town would send the changes made in the ESA (**Emergency Services Agreement**) and the **Purchase Agreement** to Town Attorney **Josh Smith** for his

legal review. The homeowners association would have responsibility for the leases/purchases. Town and association questions needed to be sent to Clarence Kemp for his unbiased opinion on the value, as discussed above, as early as possible on Tuesday.

The Mayor thanked everyone for attending.

*No formal motion was made to adjourn.*

**The Special Town Meeting was adjourned at 9:06 PM.**

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**Boyd Siddoway, Mayor** \_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Andy Moffett, Clerk** \_\_\_\_\_  
**Date**