

TOWN OF BASIN
Council Meeting - Regular
Tuesday, February 14, 2012
Town Hall Council Chambers @ 7 PM

Call to Order
Pledge of Allegiance
Roll Call
Agenda Review and Approval
Mayor's Recognition and Announcements

1. **Consent Agenda:** All items under the consent agenda will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
 - a. Approve Minutes: Regular Meeting 1/10/12*, Winter Workshop Meeting 2/4/12*
 - b. Financial Report through January 2012*
 - c. Vouchers: \$189,122.09+Manual checks \$19,135.31+Payroll \$24,589.14+\$28,902.02
Grand Total: \$261,748.56
 - d. Municipal Court Report *
 - e. Delinquents/Aging: \$38,389.55 (30 Days) \$7,840.33 (60 days) \$8,507.44 (90 days)
2. **Public Comments:** The Town Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. No action will be taken on public comments at this meeting.
 - a. **Jon Haas - Airstrip**
3. **Public Hearing:** None
4. **Committees/Commissions/Departments**
 - a. Planning & Zoning Commission: Spokesperson: Mark Hilman
 - i. Minutes from 1/31/12 Regular Meeting
 - ii. Master Plan Steering Committee. – Next Meeting 3/5/12 – OPEN HOUSE, Tentative, 3/15/12 – Steering Committee Meeting
<http://www.mmiplanning.com/basin/basin.htm>
 - iii. Change Order : Extend Deadline from 2/29/12 to 6/15/12
5. **Conduct of Business**
 - a. Tabled: Cemetery Mineral Lease
 - b. Policy on Overtime and Holiday Pay
 - c. Cemetery Maintenance Agreement and Grave Opening/Closing Agreement
Set Bid Opening Date
 - d. Sewer Claim, Greg Tharp 453 N. 8th Street
 - e. B-street Sewer – Claim concerning Stevenson Garage
 - f. Washington Park Update – Trees

- g. WYLite/WYECIP Program – Basin City Art Center
- h. WAM 2012 Resolutions for the Laramie Convention, Due 4/18/12
- i. MEAN Bulk Power Service Rate Schedule Update Rate
- j. Update: WY State Energy Office – Residential Relending Program
- k. Update: Pathways Planning Grant WYDOT – Call for Steering Committee Members
- l. Building Permit(s): Ron Vanderpool, 507 South 6th, Demolition of Existing Single Family Dwelling

6. Matters from Staff Members or Council Members, Roundtable

7. Executive Session, If Needed

Upcoming Meetings:

March 6, 2012 (Tuesday) @ 7 pm – Special Workshop Meeting

Tuesday, March 13, 2012 @ 7 pm – Regular Town Council Meeting

Other Meetings:

March 5, 2012 (Thursday) @ 7 pm– Master Plan Open House, TENTATIVE

March 8, 2012 (Thursday) @ 6pm – All County Mayor’s Meeting, BCAC

March 15, 2012(Wednesday) @ 7 pm – Master Plan Steering Committee

February 28, 2012 (Tuesday) @ 7 pm- Planning Commission Meeting

* Attached Document

TOWN OF BASIN
Council Meeting – Regular Minutes
Tuesday, January 10, 2012

A Regular Meeting of the Town of Basin Council was held in the Council Chambers of the Town Hall in Basin, WY on Tuesday, January 10, 2012 at 7:00 p.m.

Council Members present: **Mayor Amy Kania, Dave Cooper, Lyle King, Heath Hopkin, Deb Rathbun.** Also present were: Karla Pomeroy, Tom Loveland (TCTWest), City Attorney Kent Richens, Clerk/Treasurer Danielle Chapman, Chief of Police, Chris Kampbell, and Sherman Allred.

The Meeting was called to Order at 7:00 p.m.

Mayor Kania presented the 2012 Appointments/Organizational Chain of Command. Deb Rathbun made the motion to nominate Dave Cooper as the Council President and Lyle King seconded, the vote was unanimous and the motion carried. Mayor Kania read a resolution appointing Stacey Leshner as the MEAN /NMPP alternate representative. Heath Hopkin made a motion to approve the appointment and Dave Cooper seconded the motion. The motion carried with a unanimous vote.

Lyle King moved and Heath Hopkin seconded to approve the Consent Agenda as presented. 1) Minutes from the Regular Council Meeting on 12/13/11, and Council Workshop Minutes from 1/3/12; 2) December Financial Report; 3) Vouchers + Payroll for November totaling \$249,403.13; 4) Municipal Court Report; 5) Delinquent Accounts: \$0.00 (30 days), 12,166.26 (60 days) and \$11,594.32 (90 days). The vote to approve the Consent Agenda was unanimous.

Public Comments: None

Public Hearing: None

The Council reviewed the minutes from the Planning & Zoning Commission meeting. The next meeting is scheduled for 1/31/12.

The Council also reviewed the Master Plan Steering Committee information. The next meeting is scheduled for 1/12/12. Updates are also available on the website <http://www.mmiplanning.com/basin/basin.htm>

The Council received an update from the Cemetery District Ad Hoc Committee spokesperson Deb Rathbun who did not have any new updates to present to the Council. Deb Rathbun mentioned that this year is an election year and she would like to speak with Atwood's Funeral Home and then talk to the County Commissioner's. Mayor Kania suggested that there be a set deadline for next month's meeting.

Ordinance 609: AN ORDINANCE CONCERNING LIQUOR PERMITS: Discussion: Kent Richens revised this and suggested to include section 501 and declare that the event is also for a non-profit. The council made no motion to pass or table this ordinance. This ordinance reading died for lack of motion.

The Council received an update from the Mayor on the SRTS Infrastructure Grant Application. Grant has been submitted.

Previously Tabled: Cemetery Mineral Lease-Over the Hill Land Service. Discussion: the Mayor presented the proposed conditions to be attached to the Town of Basin's Approval of the Cemetery Mineral Lease Submitted by "Over the Hill Land Service". The intent was to present and request they add these terms, look at them and then get back with the Town. The council is in favor as a whole. Chris Kampbell questioned the traffic access and does request that Over the Hill and WYDOT have a plan to mitigate traffic. Lyle King said that he can add a plan for the site access in truck traffic management. Mayor Kania will forward this on the Brad Stoelk.

Previously Tabled: Residential Relending Program, Wyoming Departments of Energy. Mayor Kania updated the Council that Security State Bank was interested in partnering with the Town of Basin to implement this program. Lyle King questioned if there was an early payoff penalty. There is no penalty for early payoff. The application is due on February 1, 2012. Mayor Kania has all the information ready to submit. Dave Cooper made the motion to submit the application for n more that \$100,000 and move forward, Heath Hopkin seconded and the motion passed with a unanimous vote.

Previously Tabled: Use of City property and Personnel. Kent Richens presented the Council with a copy of a Use of City Property and Personnel Policy from the City of Worland. The Council reviewed this and would like it retyped verbatim and put into place immediately. The Town should only agree to the use of Town property and personnel if it is not available from any other business. The only two items that meet this at this time is Street Sweeping and the Sewer Washer, both of which will require paying for Town Crew to operate as well. Heath Hopkin made a motion to adopt the mirrored policy and put into the Town of Basin Procedure Manual. Lyle King seconded and the motion carried with a unanimous vote.

Mayor Kania made the announcement that in lieu of the Regular February Workshop scheduled for February 7th, the Town Council would be having a Workshop/Priority Setting Meeting for 2012, this meeting will be on Saturday, February 4, 2012 at the Basin Fire Hall and it is open to the public.

Mayor Kania discussed Washington Park Improvements. Courthouse Maintenance Supervisor Fred Werner approached the Mayor regarding some tree trimming and sidewalk buckling in Washington Park. Mayor Kania located the agreement that the Town has with the County Commissioners. Fred expressed that he would like the Town of Basin to fix the sidewalks and also do some tree trimming in the park. The Council agrees that this should be a joint effort. The County should provide the materials needed to fix the problem and the Town of Basin will provide the labor. Kent Richens declared that the sidewalk is construction are not routine maintenance. Mayor Kania is going to propose our solution the County Commissioners.

Mayor Kania added a Resolution to List up to three staff members on the Wyoming Surplus Property Division, there is no cost to do so and this would allow the selected three to watch this website. There being no cost, Heath Hopkin made the motion to list Dave Cooper, Danielle Chapman and the Public Works Director (when filled), Lyle King seconded and the motion carried with a unanimous vote.

Building Permits: None

Round Table: Chris Kampbell presented the Council with a presentation for Law Enforcement. Danielle Chapman updated the Council that the Fire Extinguishers have all been checked and replaced as necessary.

Heath Hopkin made a motion to enter into Executive Session at 8:21 pm for potential litigation, Dave Cooper seconded the motion and the vote was unanimous, motion carried.

Executive Session was adjourned at 8:34 pm.

There being no further business, Heath Hopkin made a motion to adjourn the regular council meeting at 8:35 pm, Dave Cooper seconded the motion, vote was unanimous and the motion carried.

Amy Kania, Mayor

Danielle Chapman, Clerk/Treasurer

TOWN OF BASIN, WORKSHOP MEETING MINUTES-PRIORITY SETTING
SATURDAY, FEBRUARY 4, 2012
BASIN FIRE HALL @ 9:00 AM

The Meeting was called to order at 9:00 am

Roll Call: **Mayor Amy Kania, Council Members: Lyle King, Deb Rathbun, Heath Hopkin and Dave Cooper.**

Also Present: University of Wyoming Extension Facilitator Tara Kuipers, Clerk/Treasurer Danielle Chapman, Sherman Allred, Carl Olson, Steve Vanderploeg, Mike Dellos, Stacey Leshner, and Basin Police Chief, Chris Kampbell.

Mayor Kania announced there is one Action Item attached to the agenda. This is a letter to Governor Matt Mead concerning Preference for Resident Design Firms. The said Preference has to be adopted in order to receive Grant Reimbursement for capital projects based on 2011 Senate File 144, WS 16-6-1001. Heath Hopkin made a motion to adopt the Preference for Resident Contractors, Deb Rathbun seconded the motion. Discussion: Dave Cooper wanted clarification that we can hire out of state if the need is there. Lyle King asked if there was an easy way to replace the named contractor in the event that circumstances change. Heath Hopkin amends his motion on the stipulation that item a. and b. be removed, Deb Rathbun seconded the amended motion, the motion passed with a unanimous vote.

The Mayor also provided an update on the status of Grants 1 and 2 for lighting improvements and a possible change order for completion date of the Master Plan.

Welcome, Introductions and Board Development Training.

Carl Olson presented the Council with a handout regarding the Master Plan Overview and the Council participated in an exercise for Priority setting in light of the Master Plan progress.

Tara Kuipers lead the Mayor and Council in brainstorming for areas of Infrastructure, Service Improvements, Recreation and economic development with a focus on 1-Year Action Planning.

Sara Schlattmann attended as a guest speaker during the working lunch, presenting to the Council her proposal for wanting the Town of Basin to think about the 6th cent and what purpose we could use the money for.

The Mayor and Council discussed their roles and ideas to improve Public Outreach Planning. Specific ideas included more use of citizens advisory committees for Municipal Solid Waste, Sewer/Drainage as well as Cemetery. Also discussed was developing a model for an annual picnic during budget time to encourage participation.

There being no further business to discuss, the meeting adjourned at 4:00 pm.

Amy Kania, Mayor

Danielle Chapman, Clerk/Treasurer

Town of Basin
Revenue & Expenditures Summary Allocation
FY 2011-12

	FY 2009-10 ACTUAL	%	FY2010-11 ACUTAL	%	FY2011-12 BUDGET	%	% Δ Proposed V. Prior Budget	FY2011-12 YTD	50% YTD
REVENUES									
TOTAL GENERAL FUND	558,678	14%	692,335	15%	638,612	17%	-8%	353,701	55%
TOTAL CAPITAL FUND	1,480,390	36%	1,527,753	34%	602,685	16%	-61%	273,539	45%
TOTAL STREET PROJECTS	165,562	4%	188,039	4%	169,736	4%	-10%	147,430	87%
Total Electric	1,319,750	67%	1,222,486	60%	1,302,656	62%	7%	843,268	65%
Total Purified Water	278,152	14%	290,789	14%	306,561	15%	5%	194,199	63%
Total Raw Water	59,338	3%	95,177	5%	106,755	5%	12%	8,141	8%
Total Sewer	106,680	5%	113,403	6%	131,361	6%	16%	69,029	53%
Total Garbage	182,951	9%	249,561	12%	221,260	11%	-11%	151,831	69%
Total Mosquito	26,549	1%	71,016	3%	26,290	1%	-63%	(7,565)	-29%
TOTAL ENTERPRISE	1,973,420	48%	2,042,432	45%	2,094,883	55%	3%	1,258,904	60%
		100%		100%		100%			
Total Debt Services	43,250	1%	45,683	1%	30,097	1%	-34%	29,894	99%
Total Internal Service Funds	259,000	6%	300,250	7%	293,029	8%	-2%	146,514	50%
Sub-Total Revenues	4,480,300		4,796,492		3,829,041		-20%	2,209,982	58%
Less Intergovernmental	(419,000)		(647,724)		(441,610)		-32%	(146,514)	33%
Less Agency Funds	(394,922)	-10%	(243,016)	-5%	(16,920)	0%	-93%	(1,418)	8%
TOTAL AVAILABLE RESOURCE	3,666,378	100%	3,905,753	100%	3,370,511	100%	-14%	2,062,051	61%
EXPENSES									
TOTAL GENERAL FUND	599,561	15%	560,723	13%	638,612	16%	14%	304,703	48%
TOTAL CAPITAL FUND	1,447,559	36%	1,544,430	36%	592,203	15%	-62%	149,168	25%
TOTAL STREET PROJECTS	94,206	2%	179,334	4%	172,136	4%	-4%	68,880	40%
Total Electric	1,265,577	66%	1,139,586	59%	1,297,375	62%	14%	730,806	56%
Total Purified Water	285,762	15%	287,118	15%	330,559	16%	15%	173,021	52%
Total Raw Water	64,933	3%	61,769	3%	105,200	5%	70%	86,488	82%
Total Sewer	103,034	5%	101,173	5%	127,314	6%	26%	43,973	35%
Total Garbage	197,296	10%	326,476	17%	274,237	13%	-16%	181,468	66%
Total Mosquito	1,655	0%	24,344	1%	34,246	2%	41%	17,928	52%
TOTAL ENTERPRISE	1,918,257	48%	1,940,464	45%	2,168,931	55%	12%	1,233,684	57%
		100%		100%		104%			
Total Debt Services	55,000	1%	55,000	1%	109,109	3%	98%	29,109	27%
Total Internal Service Funds	246,092	6%	307,649	7%	293,029	7%	-5%	138,839	47%
Sub-Total Expenditures	4,360,675		4,587,600		3,974,019		-13%	1,924,383	48%
Less Intergovernmental	(419,000)		(582,724)		(369,810)		-37%	(146,514)	40%
Less Agency Funds	(382,738)	-10%	(242,995)	-6%	(16,920)	0%	-93%	(206)	1%
TOTAL EXPENDITURES	3,558,938	100%	3,761,882	100%	3,587,289	100%	-5%	1,777,664	50%
NET PROFIT(LOSS)									
TOTAL GENERAL FUND	(40,884)		131,612		(0)		-100%	48,997	
TOTAL CAPITAL FUND	32,831		(16,677)		10,482		-163%	124,371	
TOTAL STREET PROJECTS	71,356		8,705		(2,400)		-128%	78,550	
Total Electric	54,173		82,900		5,280		-94%	112,463	
Total Purified Water	(7,609)		3,671		(23,998)	(2)	-754%	21,178	
Total Raw Water	(5,595)		33,408		1,555	(3)	-95%	(78,346)	
Total Sewer	3,646		12,231		4,047		-67%	25,056	
Total Garbage	(14,345)		(76,915)		(52,977)	(5,6)	-31%	(29,637)	
Total Mosquito	24,894		46,672		(7,956)		-117%	(25,493)	
TOTAL ENTERPRISE	55,163		101,968		(74,048)		-173%	25,221	
Total Debt Services**	(11,750)		(9,317)		(79,012)	(4)	748%	786	
Total Internal Service Funds	12,908		(7,399)		-		-100%	7,675	
Sub-Total Profit (Loss)	119,625		208,892		(144,978)		-169%	285,599	
*Less Intergovernmental	-		(65,000)	(1)	(71,800)		10%	-	
Less Agency Funds	12,184		21		-			(1,212)	
NET AVAILABLE RESOURCE	131,809	0%	143,913		(216,778)	-400%	-251%	284,387	-131%

- (1) \$65k transferred in from reserves for Garbage Truck Lease/Purchase
- (2) \$23,000 From Purified Water Cash Reserves for Vehicle
- (3) \$35k for Raw Water Pump Rebuild from Reserve for Replacement
- (4) \$80k from CD + Bond Checking for RW Bond paydown.
- (5) \$35k from replacement reserve
- (6) 20k cash reserve to pay off garbage truck loan.

TOWN OF BASIN
PLANNING AND ZONING COMMISSION REGULAR Minutes
TUESDAY, January 31, 2012
Town Hall @ 7:00 PM

- Call to Order: Meeting called to order at 7:00PM
- Roll Call: **CJ Duncan, Carl Olson, Deb Rathbun, Mark Hillman, Ken Fink, Chairman, Present. Keith and Robert gone.**
- Minutes from November 29, 2011:
CJ moved to accept, Carl 2nd, all approved.

Public Communication: **Chris Kampbell, Chief of Police present to discuss trailers parked on streets and sight distances on corners. See item #1**

TOPICS:

1. Handouts and a welcome to Deb. Talk about trailers on streets and sight distances. Do we want to pursue this topic and do some more research?

Curb and gutter installed by Big Horn Ready mix looks good. Chief Kampbell stated under current ordinances, trailers can be parked anywhere, not necessary to be in front of owner's property.

Current code is grey as to set backs for sight distance.

No Parking at intersections can be marked with painted curbs. Without curbs, No Parking signs may be necessary to control parking close to intersections.

Discussion on weather to allow or not allow trailers on streets. If allowed, should there be a time limit? This is two (2) issues: one for trailers and one for site distance.

ACTION/RECOMMENDATION: The committee recommended that Chris get some of the surrounding towns codes and bring back to committee to look at. Also look at an emergency code to get the public to remove vehicles so the town could do work in that area if needed.

2. Committee updates: **Carl & Mark master plan, CJ boat ramp, Robert and Keith, pathways.**

Carl and Mark went through the current items on the master plan. Look at the future use maps and covered the time frame.

CJ stated that no work on the boat ramp at this time.

Deb stated that the pathway is also not underway at this time.

ACTION/RECOMMENDATION: NONE

3. Review comments on zoning from MMI. Problem with time frame; 10 calendar days (sub) and 5 working days (zone). Zoning is title 11, chapters 1 & 2. Also a lot split is a subdivision.

Ken covered Political subdivisions and the history. Recommendations from MMI, on zoning, and definitions, some are outdated and need looked at.

ACTION/RECOMMENDATION: We need to wait until the master plan is complete and then do a total look at zoning and subdivision chapters, all agreed.

4. Look at codes Title 6 on methods & materials. Wyoming public works Directory covers these and is updated. Cost is \$15.00 for CD. Also have the CD and a printed copy for around \$40.00. See ordinance 445. The town has adopted this may need to update to “current edition”.

ACTION/RECOMMENDATION: Amend Ord 445 from “1984 edition” to “current approved, or latest approved” edition. Also clean up the language in Title 6 to get rid of early language on methods and materials currently in it.

1. Roundtable

Lots of discussion on numerous items: Building inspections and process to get done. Oil and gas items at cemetery, surface rights, part of cemetery has no mineral rights, zoning, recodification of current codes.

Carl motion to adjourn at 9:20 PM, CJ 2nd, all approved.

Basin Master Plan Committee Meeting
Basin Town Hall
Thursday, Feb. 9, 2011

The meeting was called to order at 7:05 p.m. by Chairman Carl Olson. Also present were Karla Pomeroy, Ken Markert, Mark Hillman, Lyle King and Ken Fink.

The committee reviewed a letter submitted by Ken Markert seeking an extension on the contract to complete the Master Plan from Feb. 29 to June 15. Carl Olson then asked for approval to submit a letter to the mayor and council seeking the extension on the contract.

A motion was made by Lyle King and seconded by Ken Fink to approve the letter and submit it to the council. Motion carried.

Ken Markert reviewed the schedule for completion of the Master Plan. The committee discussed whether the Master Plan Committee should be involved in the revision of the zoning and subdivision ordinance. It was agreed that the Master Plan should be completed, approved by the Planning and Zoning and the council and then work can proceed on the ordinances with Markert working directly with the Planning and Zoning Committee.

The committee discussed having the plan to the P&Z committee by April so a public hearing could be conducted in May.

Markert will provide an outline of the process involved in getting the plan approved so an exact timeline can be determined.

Markert and the committee then reviewed the priority ratings completed by 11 members of the committee. Markert said he would like the committee to narrow down the list to 10 priority items.

Carl Olson pointed out several discrepancies between the committee's ratings and those of the town survey and the community assessment. He said the committee weighted the recreation items low and he felt they needed to be much higher in a priority list.

He also was concerned about the action to re-establish a free town campground, stating that the town would then be competing with a current business. It was decided to change that action to "establish a picnic area/day use area at the boat dock."

Markert noted in discussing the action to facilitate development of restaurants and motels that the community assessment outlines a plan on how to recruit a restaurant.

The committee recommended combining the numerous zoning and subdivision ordinance actions into one general action. They also mentioned that actions related to studies on infrastructure could be combined.

The committee said they would like to see all the actions and their ratings included in the plan, along with the final priority list, adding that the priority list could be divided into groups, or areas like infrastructure and recreation.

Markert said he would revamp the priority action list, combining some of the areas and grouping the actions into categories as well for further review.

Markert then reviewed the Future Land Use Maps and Chapter with the committee. The maps and chapters show area and define the following areas: established downtown; established residential; established commercial; established institutional; transitional rural; transitional residential; transitional mixed uses, which Markert said should have residential and businesses allowed in these areas; transitional commercial; transitional industrial; primary expansion and secondary expansion.

Mark Hillman moved to set the open house from 5-8 p.m. on March 8 at the Basin City Arts Center if it's available; and to move the regular committee meeting to 7 p.m., March 15, at town hall. An alternative date for the open house will be Monday, March 5.

The Priority List, Future Land Use Chapter and Maps will be available at the open house.

The meeting adjourned at 8:55 p.m.

Mayor Kania:

My client will accept the council's restrictions on the above-mentioned Oil & Gas Lease. I have attached the document for your convenience.

Have your attorney draw up the Letter Agreement showing those restrictions as Lyle had them. You can email them to me and I will forward to my client for review and signitures.

Should you have any questions, please do not hesitate to call me.

Thank you for your time and efforts,

Brad

Brad L. Stoelk,
President

Blacktooth Mountain Land Services, LLC
P.O Box 12
Shell, WY 82441

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 6th day of February, 2012 by and between **Town of Basin, a Municipal Corporation**, whose post office address is **209 4th Street, Basin, Wyoming 82410**, hereinafter called Lessor (whether one or more) and **Over the Hill Land Services, LLC** whose post office address is **1580 Lincoln, Suite 650, Denver, CO 80203**, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of **Ten and More (10.00+)** DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, including coalbed gas and occluded gas from coal seams, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of **Big Horn**, State of **Wyoming**, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and containing **40.00** acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the net proceeds payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties. Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. At the end of the initial five (5) year primary term, if this lease is not continued or extended by production or otherwise as envisioned by the lease, Lessee is given the exclusive option to extend the primary term of said lease for a period of three (3) additional years. The option to extend the lease shall be solely at Lessee's discretion and shall be carried out by tendering to Lessor an amount equal to the original bonus. Payment to extend this lease shall be tendered prior to the end of the initial primary term and may be made by sight draft, check or other legal tender. If Lessee elects to extend the lease as set forth herein, the lease shall continue as written without alteration except as to the primary term.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

BY: Mayor of the Town of Basin

ATTEST: Town Clerk

STATE OF WYOMING }
COUNTY OF BIG HORN } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of _____, 20____, personally
appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing
instrument
of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.
ACKNOWLEDGMENT-INDIVIDUAL

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of _____, 20____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing
instrument
of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Address: _____

STATE OF WYOMING }
COUNTY OF BIG HORN } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of December, A.D. 2011, before me personally appeared
_____, to me personally known, who, being by me duly sworn,
did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of said corporation and
that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
_____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of December, A.D. 2011.
Notary Public.
Address: _____
(SEAL)
My Commission expires _____

EXHIBIT "A"

TOWNSHIP 51 NORTH, RANGE 93 WEST of the 6th PRINCIPAL MERIDIAN

Section 17: SE1/4SW1/4

Lessee, their heirs or assigns agree they cannot drill, without the written consent of the Lessor, nearer than 150 feet to any portion of the land dedicated as Mount View Cemetery, Basin, Wyoming, as shown on plat dated November 1, 1909, on Supplemental Plat dated May 26, 1939, and on a Supplemental Plat dated November 1, 1947, all of which are part of public records and incorporated by reference herein.

=====
No. _____
=====

FROM

TO

=====
Dated _____, 20 _____

No. Acres _____

_____ County, _____

Term _____
=====

This instrument was filed for record on the _____ day of _____, 20 _____, at _____ o'clock _____ M., and duly recorded in

Volume _____ Page _____ of the record of this office.

County Clerk

By _____
Deputy.

=====
When recorded return to
=====

Proposed Conditions to be Attached to the Town of Basin's Approval of the Cemetery Mineral Lease Submitted by "Over The Hill Land Service".

Date: January 10, 2012

Surface disturbing activities shall not be initiated until the following assessments are completed. Results are to be submitted in a written plan for review and approval by the Town of Basin.

- **Assessments of the Lease Area will include.**

- A cultural resource assessment conducted by a professional archeologist including plan to mitigate or avoid any significant findings.*

- Vegetation community mapping and descriptions, including cover estimates of dominant plant species (to aid in preparation of reclamation seed mix and establish target for reclamation success).*

- Soil description and assessment with projected topsoil/subsoil salvage depths by quality (maximum depth of twelve inches). Prepare a written plan indicating how variable soil qualities (suitable vs. unsuitable) will be separately salvaged and stockpiled and an interim stabilization plan (including seed mix composition) to protect soil stockpiles from erosion and unauthorized use.*

- Description of surface hydrologic drainage patterns and proposed sediment control measures (both short-term and long-term). Assess potential conflicts or impacts to existing surface water rights.*

- Description of current groundwater resources (quality and quantity), list and map permitted water wells within 3 mile radius (depth and status) and provide general plan for mitigating impact to these wells. Discuss general plans for water injection into production zone (if any) and, if necessary, a plan for and commitment to a monitoring program for water quality and quantity for wells in the impact zone.*

- A discussion of the potential for production water discharges and an assessment of water quality and flow issues related to this potential.*

- An assessment of potential impacts to Threaten and Endangered species, migratory bird species, sage-grouse and raptor species with proposed mitigations, if necessary.*

- A plan to assess, mitigate, control and monitor invasive plant species.*

- A written reclamation plan describing efforts to restore long-term site stability and long-term land use. This plan should discuss final contours (general description), proposed reclamation seed mix and monitoring efforts to determine revegetation success.*

- An assessment of the potential for Hydrogen Sulfide (H₂S) gas releases to the atmosphere, including a description of potential impact zones and plans to protect the public. Describe how odors will be mitigated if the Town receives complaints from adjacent landowners or other citizens and how Basin town officials will be involved in decision making processes for these mitigations.*

- A plan to control site access to protect the public from potentially dangerous activities in and*

around active oil field equipment.

-A plan for the location of access and truck traffic management to mitigate hazards associated with accessing the public highway during periods of high activity.

-A plan describing mitigations for visual impacts (short and long-term), light pollution and/or nuisance noise pollution created by any activities associated with this oil and gas operation. Specific attention should be given to the operations of the adjacent cemetery, buffers from the walking path, youth baseball fields and nearby homes.

-A commitment to connect to the Town of Basin Electric Power supply for operation of long-term production equipment. A description of the intended short-term use of fossil-fuel powered generators. Because of potential noise and ozone concerns, the Town of Basin reserves the right to restrict the long-term use of fossil-fuel electric generators. Short-term use will be considered anything less than six months.

AGENDA ITEM 5b SUMMARY REPORT

Employee Holiday Pay and Overtime Pay

SUMMARY

In January of 2007, the Council adopted an employee policy manual which contained the following:

OVERTIME

At the discretion of the Mayor (or other designated administrative officials), reasonable overtime may be required of employees. The performance of such overtime shall be scheduled at the discretion of the appropriate supervisor. Employees who work more than their regularly scheduled forty- (40) hours per week shall be eligible for overtime compensation. Employees are reimbursed for overtime on an hourly basis for each hour of overtime at the hourly sum of one and one-half times their normal pay rate. The overtime rate is determined by dividing the base salary plus longevities by 173.3 and multiplying by 1.5, and shall be paid on the next pay period.

If employees are required to work paid holidays when they would normally be idle, their total compensation is calculated at a rate of two and one-half times the employee pay rate. They receive pay for the holiday plus one and one-half times the normal rate for overtime. This provision is extended only to legally established holidays.

It shall be the responsibility of the Town Office Manager, working with the appropriate supervisor, to maintain records of all overtime worked. These records shall be maintained on a bi-monthly basis.

HOLIDAY LEAVE

The following have been designated as legal holidays for all full time permanent employees of the Town of Basin and shall be granted with pay:

.....

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday, and when it falls on Sunday, the following Monday shall be observed. When a holiday falls within a period of paid leave (i.e., vacation, sick, etc.), the employee shall be paid for the holiday.

When permanent full-time employees are required to work on legal holidays, they shall be paid time and a half of regular pay.

In April of 2008, the Council adopted an employee policy manual which contained only the following:

Overtime

At the discretion of the governing body or supervisor, reasonable overtime may be required of employees. In most cases, non-exempt classified employees who work more than their regularly scheduled forty (40) hours per week shall be paid at the rate of one and one-half (1½) times their regular pay. On a call-out, a minimum of 1 hour of overtime will be paid.

Holidays

The Town of Basin observes the following:

.....

Holidays that fall on a weekend will be observed either on a Friday or Monday. To avoid confusion, all holidays will be announced in advance.

Due to business needs, some employees may be required to work on company holidays. Your Department Head and/or Supervisor will notify you if this may apply to you.

The current practice that was passed from Charlene to Dani is that all full-time non-exempt employees are paid overtime at 1 ½ times when they are scheduled to work for a holiday.

Also on all callouts – the employees are paid a minimum of 1 hour of overtime up to as many hours as they worked on the callout.

There is actually no policy or procedure that can be located by office staff that addresses this issue.

RECOMMENDATION FOR THE PAYROLL PROCEDURE MANUAL

Holidays –

If a full-time employee is schedule to work a holiday they will be paid at regular wages and can either receive the Holiday as paid time out (essentially double time) or can choose to have a floating holiday that they must use within the calendar year and with approval of their supervisor.

Overtime –

All non-exempt employees who work more than 40 hours per calendar week are paid overtime at 1 ½ times hourly rate.

For those whose work week overlaps calendar week, then overtime is calculated on all hours up to 11:59 PM in week one and the remaining hours will go towards the work week in week 2.

For employees that are “called out” outside of the normally scheduled hours, will be paid one (1) hour of overtime. Hours beyond one hour will be at overtime time. All time spent on a call out will not accrue towards additional overtime hours worked in a week as they are already paid out at time and a half.

FISCAL IMPACT

None

ALTERNATIVES

At its discretion the City Council may:

- 1. Approve the Payroll Procedure.
- 2. Approve the Payroll Procedure with changes.
- 3. Reject the Payroll Procedure and leave as is in the Employee Policy Manual.

AGENDA ITEM NO. 5b RECOMMENDATION

Mayor Kania

ATTACHMENTS

- 1. None

AGENDA & SUMMARY REPORT TO:

- 1. Council on 2/14/12

Grave Opening & Closing Agreement

**Town of Basin, Wyoming
Cemetery**

February 6, 2012

CONTRACTUAL AGREEMENT

Town of Basin, Wyoming 209 South. 4th Street Basin, Wyoming

Section I. Parties. This Agreement for the opening and closing of graves in the Mount View Cemetery of the Town of Basin is made this date by and between the Town of Basin, Wyoming, a municipal corporation, 209 South 4th Street; Basin, Wyoming 82410 herein referred to as the "Town" and _____ herein referred to as "Contractor."

Section 2: Terms of Agreement. This contract shall be for a period of twelve (12) months beginning _____ and expiring _____.

Section 3. Responsibilities of the Contractor:

1. The contractor will be responsible for the opening and closing of graves in the cemetery grounds, to include the following:
 - A. Coordinate with the Town Sexton to confirm location of plot and dates of work to be performed.
 - B. Removal and replacement of sod.
 - C. Removal and replacement of soil in such a way so as not to damage other areas of sod.
 - D. Placing of vault.
2. The Contractor will utilize its own equipment and be responsible for all operations and maintenance costs for its equipment.
3. The Contractor is responsible for all damage caused by its employees during the course of accomplishing the contracted work. The Contractor will also be required to maintain insurance coverage stipulated in this contract.

Section 4. Responsibility of the Town. The Town will be responsible for providing a Cemetery Sexton who maintains records of plots as well as marks corners for such times as graves will need to be opened or closed.

Section 5. Responsibilities of the Parties: The Contractor is at all times during this Agreement, an independent contractor and not an employee of the Town. As an independent contractor, the Contractor is not entitled to make any claims against the Town for any employment benefits including insurance benefits and Worker's Compensation. The Contractor shall be responsible for providing its own supplies and equipment.

Section 6. Insurance Requirements: The Contractor will be required to maintain insurance coverage at all times as indicated below:

A. Worker's Compensation. The Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Wyoming.

B. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract agreement Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit.

C. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Wyoming No-Fault Coverage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles of the Contractor.

D. Cancellation Notice. Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Changes will be provided to the Town.

E. Proof of Insurance. The contractor shall provide Proof of Insurance for the coverage mentioned to the Town. Failure to do so shall be cause for termination of the contract by the Town.

Section 7. Termination.

A. Once entered into, either party may terminate the contract by providing 30 day written notice. All relationships between the Town and the Contractor will be terminated at the end of the term specified in the contract agreement raising no obligation or implication that it shall be renewed by either party.

B. Failure of the Contractor to perform its obligations or satisfactorily meet the standards of the contract shall be cause for termination by the Town. Such termination shall occur after seven days notice is given to the Contractor. The judgment of the Town of Basin Council as to whether the performance of the Contractor is satisfactory shall be final and binding upon the Contractor.

Section 8. Compensation. The Contractor will be paid upon submission of a monthly voucher. Graves opening and closing will be paid at a rate of \$_____ for caskets and at a rate of \$_____ for cremation. The payment checks shall be made payable to _____.

Section 9. Governing Law & Severability. The agreement will be governed by and construed in accordance with the laws of the State of Wyoming. All provisions of the agreement will be severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

Section 10. Assignment. The agreement shall bind both parties and their respective heirs, successors legal representatives, and assigns. The Contractor will not be able to assign the agreement or any interest therein, including rights and duties of performance, without the Town's written consent. No assignment made without the Town's consent will relieve the Contractor of any obligation of the contract.

Section 11. Notices. Notices permitted or required under the contract will be sufficient when sent by first class mail with the proper postage affixed and mailed to Danielle Chapman, Town Clerk, PO Box 599 Basin, Wyoming 82410.

Section 12. Anti-Waiver Modification. Once entered into, all modifications of the contract will only be allowed in writing and signed by both parties. No oral modification or addition or deletion will be binding on the parties. Non-enforcement of any condition, obligation, or requirement under this agreement will not be deemed a waiver of that condition, right, or obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN:

TOWN OF BASIN
PO Box 599
209 South 4TH Street
Basin, Wyoming 82410

CONTRACTOR:

By: _____
(Signature)

Name: Amy Kania
Mayor

By: _____
(Signature)

Name: _____

Maintenance Services Agreement

**Town of Basin, Wyoming
Cemetery**

February 6, 2012

CONTRACTUAL AGREEMENT

Town of Basin, Wyoming 209 South. 4th Street Basin, Wyoming

Section I. Parties. This Agreement for the seasonal maintenance of the Town of Basin Cemetery is made this date by and between the Town of Basin, Wyoming, a municipal corporation, 209 South 4th Street; Basin, Wyoming 82410 herein referred to as the "Town" and _____ herein referred to as "Contractor."

Section 2: Terms of Agreement. This contract shall be for a period of six (6) months beginning April 1, 2012 and expiring September 31, 2012.

Section 3. Responsibilities of the Contractor:

1. The contractor will be responsible for the maintenance of the cemetery grounds, to include the following:
 - A. Mowing of grass. The grass height shall not exceed 4"; additionally, the grass will be mowed within the four-day period immediately preceding Memorial Day.
 - B. Picking up of all loose debris and trash items (paper, plastics, etc.) before each mowing.
 - C. Weed whipping/trimming around all headstones, trees, fence posts, and other man-made or natural structures or objects in the cemetery each time the grass is cut.
 - D. Collecting, removing, and properly disposing of all twigs, branches, and other natural debris in the spring; after storms, and other times during the year as needed.
 - E. Bagging/packaging and proper disposal of all trash and debris collected from the cemetery.
 - F. To shape, and prune trees, ornamental shrubbery as needed.
2. The Contractor will utilize its own equipment and be responsible for all operations and maintenance costs for its equipment.
3. The Contractor is responsible for all damage caused by its employees during the course of accomplishing the contracted work. The Contractor will also be required to maintain insurance coverage stipulated in this contract.

Section 4. Responsibility of the Town. The Town will be responsible for watering/irrigating the grass in the cemetery, maintenance of the water irrigation system, and all costs associated with watering the cemetery. The Town will also be responsible for grave digging, setup and cleanup as required for burial services.

Section 5. Responsibilities of the Parties: The Contractor is at all times during this Agreement, an independent contractor and not an employee of the Town. As an independent contractor, the Contractor is not entitled to make any claims against the Town for any employment benefits including insurance benefits and Worker's Compensation. The Contractor shall be responsible for providing its own supplies and equipment.

Section 6. Insurance Requirements: The Contractor will be required to maintain insurance coverage at all times as indicated below:

- A. Worker's Compensation. The Contractor shall procure and maintain during the life of the contract Worker's

Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Wyoming.

B. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract agreement Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit.

C. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Wyoming No-Fault Coverage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles of the Contractor.

D. Cancellation Notice. Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Changes will be provided to the Town.

E. Proof of Insurance. The contractor shall provide Proof of Insurance for the coverage mentioned to the Town. Failure to do so shall be cause for termination of the contract by the Town.

Section 7. Termination.

A. Once entered into, either party may terminate the contract by providing 30 day written notice. All relationships between the Town and the Contractor will be terminated at the end of the term specified in the contract agreement raising no obligation or implication that it shall be renewed by either party.

B. Failure of the Contractor to perform its obligations or satisfactorily meet the standards of the contract shall be cause for termination by the Town. Such termination shall occur after seven days notice is given to the Contractor. The judgment of the Town of Basin Council as to whether the performance of the Contractor is satisfactory shall be final and binding upon the Contractor.

Section 8. Compensation. The Contractor will be paid in six equal monthly payments of \$ _____ for a total of \$ _____ for the contract period. The first monthly payment shall be made the last day of March for work accomplished in March; subsequent monthly payments will be made once monthly thereafter on the last day of the month for the next six consecutive months. The payment checks shall be made payable to

_____.

Section 9. Governing Law & Severability. The agreement will be governed by and construed in accordance with the laws of the State of Wyoming. All provisions of the agreement will be severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

Section 10. Assignment. The agreement shall bind both parties and their respective heirs, successors legal representatives, and assigns. The Contractor will not be able to assign the agreement or any interest therein, including rights and duties of performance, without the Town's written consent. No assignment made without the Town's consent will relieve the Contractor of any obligation of the contract.

Section 11. Notices. Notices permitted or required under the contract will be sufficient when sent by first class mail with the proper postage affixed and mailed to Danielle Chapman, Town Clerk, PO Box 599 Basin, Wyoming 82410.

Section 12. Anti-Waiver Modification. Once entered into, all modifications of the contract will only be allowed

in writing and signed by both parties. No oral modification or addition or deletion will be binding on the parties. Non-enforcement of any condition, obligation, or requirement under this agreement will not be deemed a waiver of that condition, right, or obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN:

CONTRACTOR:

TOWN OF BASIN
PO Box 599
209 South 4TH Street
Basin, Wyoming 82410

By: _____
(Signature)

By: _____
(Signature)

Name: Amy Kania
Mayor

Name: _____

INVITATION TO BID – CEMETERY MAINTENANCE SERVICES

NOTICE IS HEAREBY GIVEN that on or before 4:30 PM, on March 13, 2012, the Town of Basin, Wyoming will receive in the office of the Town Clerk, 209 South 4th Street, PO Box 599, Basin, Wyoming 82410, sealed bids for providing landscape maintenance services to include but is not limited to; mowing, weed cutting and general maintenance services at the Mount View Cemetery in the Town of Basin for a period from April 15, 2012 to October 15, 2012. Envelopes containing bid proposals shall be sealed and sent to Town Clerk and shall be marked "Cemetery Services 2012".

Bids will be opened and publicly read at the 7 pm Regular Council Meeting on March 13, 2012 in the Town of Basin Council Chambers. Action will be taken by the Town within thirty (30) days of the opening date and the successful bidder will be required to enter into a written agreement with the Town of Basin within ten (10) days after Notice of Acceptance if its bid. The Town of Basin reserves the right to reject any and all bids.

The contract is on file with the Town Clerk for inspection prior to 4:30 PM on March 13, 2012.

Dated this 10th day of January 2012.

Published February 23 & March 1, 2012

By: Town of Basin, Wyoming

INVITATION TO BID – CEMETERY GRAVE OPENING & CLOSING SERVICES

NOTICE IS HEAREBY GIVEN that on or before 4:30 PM, on March 13, 2012, the Town of Basin, Wyoming will receive in the office of the Town Clerk, 209 South 4th Street, PO Box 599, Basin, Wyoming 82410, sealed bids for providing cemetery grave opening and closing services at the Mount View Cemetery in the Town of Basin for a period from April 1, 2012 to December 31, 2012. Envelopes containing bid proposals shall be sealed and sent to Town Clerk and shall be marked "Cemetery Grave Services 2012".

Bids must contain a rate of per grave opening and closing for caskets and per opening and closing per cremation.

Bids will be opened and publicly read at the 7 PM Regular Council Meeting on March 13, 2012 in the Town of Basin Council Chambers. Action will be taken by the Town within thirty (30) days of the opening date and the successful bidder will be required to enter into a written agreement with the Town of Basin within ten (10) days after Notice of Acceptance if its bid. The Town of Basin reserves the right to reject any and all bids.

The contract is on file with the Town Clerk for inspection prior to 4:30 PM on March 13, 2012.

Dated this 10th day of January 2012.

Published February 23 & March 1, 2012

By: Town of Basin, Wyoming

STATE OF WYOMING

WYOMING BUSINESS COUNCIL
Energy Office

State

WYECIP Lite Energy Management Program (WYLITE) - Pre-Approval Guidelines

Instructions

1. Review and complete the program eligibility information below. Information to be completed by WBC Regional Director (RD) and Agency's Energy Champion.
2. Submit completed application to SEO' program consultant at jfcanfield@tridentenergy.com.
3. Discuss application and/or schedule site visit with SEO.

Program Eligibility

To participate, the agency must meet the following requirements. Please circle Yes or No to indicate compliance.

1. The agency must be willing to track annual energy usage. SEO will provide training and a tracking tool if needed.
2. The agency must have available resources to commit to this project (e.g., energy champion, resources to self implement, etc.).
3. The agency is willing to seek out funding or financing options to support implementation.
4. The agency has a significant likelihood to implement recommended ECMs.

Yes	No
Yes	No
Yes	No
Yes	No

ALL participants will be qualified at the discretion of the SEO

WBC RD Information

WBC RD:	First Name:	Leah	Last Name:	Bruscino
Telephone:	307.754.5785		Fax:	
Email:	leah.bruscino@wyo.gov			

Agency Information

Agency Name:	Town of Basin			
Site Address:	Facility - Basin City Arts Center: 117 South 4th Street			
Mailing Address (if different):	Po Box 599, Basin WY 82410			
Energy Champion:	First Name:	Amy	Last Name:	Kania
Telephone:	307-921-9212		Fax:	307-568-9352
Title:	Mayor		Email:	tobmayor@tctwest.net

Initial Project Information

Annual Energy Costs (all buildings combined, do not include water/sewer bills):	Natural Gas: \$2161.03/Electric: 2999.21				
Average Age of Buildings:	Built 1916	# of Buildings Included in Project:	1	Total Building (s) Size (sq ft):	1st floor 3300, 2nd floor 3300, 3rd floor 2300 = 9000 sq feet

Funding Sources

Possible capital contribution from agency:	Yes	X	No	Occupiable 7608 sq feet
List of possible financing/funding sources (local banks, grants, etc):				

Capital Funds from Town of Basin, Utility Rebates or Incentives, WAM Energy Program Loans, Energy Efficiency Retrofit Grants

Commitment

Agency has a significant likelihood to proceed with implementation:	Yes	x	No
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Contact Information

For questions and application submission, contact SEO at:

Sherry Hughes, Wyoming State Energy Office, sherry.hughes@wyo.gov, (307) 777-2824
John Canfield, Trident Energy Services, Consultants to Wyoming SEO, jfcanfield@tridentenergy.com or (303) 247-0193



WYOMING
ASSOCIATION
OF MUNICIPALITIES

315 West 27th Street
Cheyenne, WY 82001
Phone (307) 632-0398
FAX (307) 632-1942
email: wam@wyomuni.org

MEMORANDUM

TO: All Mayors, Council Members, and Department Heads
(Clerks, please copy and distribute to the above)

FROM: George Parks, Executive Director

DATE: January 30, 2012

SUBJECT: **2012 Resolutions for the Laramie WAM Convention -
Deadline for Submission - April 18, 2012**

In order to give each municipality the opportunity to participate in creating WAM policies, you are encouraged to submit proposed resolutions for the 2012 WAM Annual Convention which will be held in Laramie June 13-16, 2012. The WAM Board of Directors uses resolutions passed by the WAM membership as a basis to set policy priorities for the coming year.

There are no specific restrictions on the subject of any resolution. *A sample resolution is attached for your convenience. Please address only one subject per resolution.*

Resolutions must be submitted to the WAM Office **on or before April 18, 2012** for review by the Resolutions Committee at the Laramie Convention in June. FAX/email submissions are accepted, but please follow up with an original through the mail.

Each resolution submitted by the deadline date of April 18 will be circulated to all member cities and towns by the end of April, giving all cities and towns the opportunity to review the resolutions at their May council meetings for any actions they may choose to make in reference to the resolutions received. A copy of the Resolution Adoption Procedures, adopted by the WAM Board in 1987, is attached for your review.

If exceptional circumstances prevent submission of a proposal by April 18, a resolution may be considered upon three-fourths vote of the members of the Resolutions Committee at the June convention.

WAM Resolution Writing Hints

- Keep it short. No more than four or five "WHEREAS" clauses, and only one "RESOLVED" clause, if possible.
- Keep it simple. Stick to the issue, and keep the numbers to a minimum.

Note: All resolutions for consideration at the WAM Convention must have been approved by the governing body of a member municipality before their submission.

**PROCEDURES TO BE FOLLOWED FOR CONSIDERATION OF RESOLUTIONS
AT THE WAM ANNUAL BUSINESS MEETING**

1. No resolution shall be submitted for debate or for vote at the Resolutions Committee or Annual Business Meeting unless it is germane to the functions and purposes of the Wyoming Association of Municipalities.
2. No resolution shall be considered by the Annual Business Meeting of the Wyoming Association of Municipalities unless it is received in the Association's Cheyenne office prior to April 18, 2012 preceding the Annual Convention and Business Meeting of the Wyoming Association of Municipalities.
3. All resolutions must be in resolution form, voted on and approved by the City Council or Town Council of a member city/town of the Wyoming Association of Municipalities.
4. All resolutions received prior to April 18 will be reproduced and circulated to all member municipalities prior to the June Convention. After receiving the resolutions, WAM will send copies of all resolutions received to member cities and towns by late April. This gives municipalities the chance to review the resolutions at their May council meeting and take any action they feel necessary.
5. All resolutions received prior to April 18 will be considered by the Resolutions Committee of the Wyoming Association of Municipalities which will then make a recommendation of "do pass" or "do not pass" and will present the resolutions to the Annual Business Meeting.
6. Special resolutions of appreciation are exempt from the above rules and can be passed by the Resolutions Committee and presented at the Annual Business Meeting.
7. Any member city, town, or Allied Member, can attend the Resolutions Committee Meeting and take part in the discussion of the resolutions. However, only members of the Resolutions Committee may make motions and vote on matters before the Committee.
8. The membership of the Resolutions Committee shall have a Chairman and six members made up of Council Members, Mayors, Administrators, or Attorneys from member cities and towns appointed by the President to serve at his pleasure for the period of one year.
9. Notwithstanding the above provisions, a resolution may be considered upon three-fourths vote of the members of the Resolutions Committee, if exceptional circumstances prevent submission of the proposal as regularly provided.

SAMPLE RESOLUTION ONLY

RESOLUTION No. 2012-2

**A RESOLUTION TO CREATE UTILITY AND OTHER MUNICIPAL SERVICES LIEN AUTHORITY
FOR MUNICIPALITIES AND JOINT POWERS BOARDS**

WHEREAS, municipalities in Wyoming have become aware of problems relating to the ability of the municipalities and joint powers boards to collect past due utility and other municipal service bills; and

WHEREAS, the current law of the State of Wyoming allows irrigation districts, water and other improvement districts to create liens under the right circumstances or have statutorily been granted automatic and perpetual liens under certain circumstances; and

WHEREAS, there is nothing similar to the creation of a lien found in zoning regulations or any other powers granted to a municipality or joint powers board in current state laws of the State of Wyoming;

NOW, THEREFORE, BE IT RESOLVED that the Town/City of _____ supports such legislation as may be necessary to provide authority to a municipality or joint powers board to create a lien arising from past due bills for public utilities and other municipal services necessary to correct hazardous conditions.

Approved on this (date) _____

Mayor

Clerk

BUILDING PERMIT APPLICATION

JURISDICTION OF TOWN OF BASIN, WYOMING

Phone 568-3331

PERMIT NO.

Applicant to complete numbered spaces only.

OWNER Ron & Brenda Vandenberg

JOB ADDRESS 507 S 6th							
1	DESC	LOT NO	BLK	TRACT	(SEE ATTACHED SHEET)		
2	OWNER RON & BRENDA VANDENBERG		MAIL ADDRESS PO BOX 598 BASIN WY 82410		ZIP 82410	PHONE 272-0134	
3	CONTRACTOR LAMAX		MAIL ADDRESS		PHONE		
4	ARCHITECT OR DESIGNER		MAIL ADDRESS		PHONE		
5	ENGINEER		MAIL ADDRESS		PHONE		
6	BUILDING SET BACKS	FRONT (20 Ft. Min.)	SIDE (5 Ft. Min.)	SIDE (5 Ft. Min.)	REAR (5 Ft. Min.)	BUILDING DIMENSION	LENGTH
7	Basement:	Yes No	Foundation:	Conc. Block	Roof:	Comp. Builtup	WIDTH
8	Class of work: <input type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> REPAIR <input type="checkbox"/> MOVE <input type="checkbox"/> REMOVE <input type="checkbox"/> FENCE						
9	Use of Building:						
10	Describe work: DEMO EXIST SINGLE FAMILY DWELLING						
11	Valuation of work: \$ 4500.00						

REMARKS AND SPECIAL CONDITIONS:

PLEASE ATTACH PLANS AND SPECIFICATIONS FOR PERMANENT RECORD OF CONSTRUCTION

<p style="text-align: center;">AGREEMENT:</p> <p>This permit becomes null and void if work or construction authorized is not commenced within 120 days, or if construction or work is suspended or abandoned for a period of 365 days at any time after work is commenced.</p> <p>The undersigned hereby agrees that the proposed work shall be done in accordance with the plans and specifications and statement herewith submitted and in conformity with the provisions of the city ordinances pertaining to the erection of buildings in the Town of Basin, Wyoming. Demolition work to be completed in 30 days unless otherwise noted under remarks.</p>	PLANS CHECKED BY:	PERMIT FEE: 5000																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>TYPE OF CONST VB</td> <td>OCCUPANCY GROUP R3</td> <td>DIVISION</td> </tr> <tr> <td>SIZE OF BLDG. SQ FT 1100</td> <td>NO OF STORIES 1</td> <td>MAXIMUM OCCUPANCY</td> </tr> <tr> <td>FIRE ZONE</td> <td>USE ZONE</td> <td>FIRE SPRINKLERS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>NO OF DWELLING UNITS 1</td> <td>REQUIRED</td> <td>OFF STREET PARKING SPACES FURNISHED</td> </tr> <tr> <td>GARAGE</td> <td>ATTACHED <input type="checkbox"/> DETACHED <input type="checkbox"/></td> <td>DOUBLE <input type="checkbox"/> SINGLE <input type="checkbox"/></td> </tr> <tr> <td>FOOTING</td> <td>DATE</td> <td></td> </tr> <tr> <td>FRAMING</td> <td>DATE</td> <td></td> </tr> <tr> <td>FINISH</td> <td>DATE</td> <td></td> </tr> <tr> <td>FINAL</td> <td>DATE</td> <td></td> </tr> </table>	TYPE OF CONST VB	OCCUPANCY GROUP R3	DIVISION	SIZE OF BLDG. SQ FT 1100	NO OF STORIES 1	MAXIMUM OCCUPANCY	FIRE ZONE	USE ZONE	FIRE SPRINKLERS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	NO OF DWELLING UNITS 1	REQUIRED	OFF STREET PARKING SPACES FURNISHED	GARAGE	ATTACHED <input type="checkbox"/> DETACHED <input type="checkbox"/>	DOUBLE <input type="checkbox"/> SINGLE <input type="checkbox"/>	FOOTING	DATE		FRAMING	DATE		FINISH	DATE		FINAL	DATE
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FRAMING	DATE																										
FINISH	DATE																										
FINAL	DATE																										
<p>APPLICANT: <i>[Signature]</i> 2-2-12 (DATE)</p> <p>BUILDING OFFICIAL: <i>[Signature]</i> 2/2/12 (DATE)</p>																											

When Properly Validated (in this space) This Is Your Permit

paid 2/2/12 *[Signature]* **✓2884**