

AGENDA
Regular Council Meeting – 7:00 pm
April 8, 2019

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
READING AND APPROVAL OF MINUTES OF PREVIOUS MEETING
ADOPTION OF PREVIOUS MEETING'S FINANCIALS

REPORTS

Administrator/Finance	Engineer's Report	BHRJPB
Public Works Director	Fire Department	BHC Solid Waste Board
Law Enforcement	Emergency Management	
Municipal Judge	Planning & Zoning	

PUBLIC COMMENT – (Remarks limited to 5 minutes)

AGENDA ADDITION/DELETIONS/ADOPTION

HEARINGS

- Water
- Tap Relinquishment – 321 Hwy 14
- Tap Relinquishment – 25 North 2nd St

NEW BUSINESS

- Days of '49 Support Request – Discussion
- Wyo-Ben TWUA – Discussion
- Chip Spreader Quotes – Opening, review and possible award
- Ordinance #829, Annexation of town property – Table for 3rd reading 6-10
- Ordinance #832, Establishment of Rural Residential District – Table for 3rd reading 6-10
- Ordinance #839, FY20 Mill Levy – 1st reading
- Ordinance #840, FY20 Budget – 1st reading
- Ordinance #841, Sewer Upgrades Project, Phase I Bond – 1st reading
- Ordinance #842, Modification to Chapter 18.48, Conditional Uses – 1st reading
- Ordinance #843, Modification to Chapter 18.56, Variances – 1st reading

OLD BUSINESS

- PD Wages – Discussion
- Frontier Subdivision Project – Update & discussion
- Pool Project – Update & discussion, CPO certification
- South-end Levee Project – Update & discussion
- Sewer Upgrades Project, Phase I – Update & discussion
- Street lights at GMS/GHS – Update & discussion
- Water Valve Hotbox Replacement Project – No update

EXECUTIVE SESSION –

APPROVAL OF BILLS

ADJOURNMENT

REGULAR MEETING
March 11, 2019

STATE OF WYOMING)
BIG HORN COUNTY)SS.
TOWN OF GREYBULL)

The regular meeting of the Greybull Town Council was held at Town Hall at 7:00 pm, with the following members and officers present: Mayor Foley and Councilmembers Collingwood, Hunt, VanDyke and Johnson. Also present were Town Attorney Richins, Administrator Thur, Police Chief Brenner, Public Works Foreman Lampman, Utility Clerk Smith and Accounts Payable Clerk Fink.

Councilmember Hunt moved and Johnson seconded to approve the minutes of the regular meeting held 2-11. Motion carried.

Councilmember VanDyke moved and Johnson seconded to adopt the financials as presented at the previous meeting. Motion carried.

Under reports: Administrator Thur reported on the Call Center stating he is still waiting for a response from The Henne Group; Foreman Lampman and Administrator Thur will move forward on the GIS project once they decide how to capture coordinates of our infrastructure; the chinking at Herb Asp Community Center has started with the first half of payment in the current payables; Foreman Lampman and Administrator Thur are still looking for street repair and mosquito equipment; USDA Town Hall Action Items are completed and an inspection will be scheduled; Thur has not yet approached the Town of Basin for shared funding for the USGS streamgauge in Basin; Administrator Thur explained that it looks like there will be no need for budget amendments in the General or Capital Funds (the apparent excess of expenditures over revenues will be reconciled after the pool grant funds are received); and the library roof is completed with just the punch list items to be addressed. The rest of the items are on the agenda.

Foreman Lampman presented his report and was recognized for the recent successful, proactive snow removal. Lampman also started a conversation about contract labor for cleaning of the library.

Chief Brenner informed the Council that Officer Dickey resigned. This moved the conversation to the question of applications for Dickey's replacement. Chief Brenner has received three inquiries, but he wasn't sure if any of the applicants would qualify as a professional police officer with four years of experience. He was sure the recent wage increase had resulted in the increased number inquiries for the position over previous openings.

Councilmember Collingwood reported on the recent Big Horn Regional Joint Powers Board meeting stating that Burlington had approached the Board about joining in the future.

Emergency Management Coordinator Thur reported that the Big Horn River is at its highest stage this year (84.98', equivalent to flood gate stage).

Regarding the South Big Horn County Solid Waste Board, Scott Mattis stated that the final plans for closure will be submitted by May, and they are waiting for funding from the State.

Under agenda additions, deletions and adoptions: Councilmember Collingwood moved and VanDyke seconded to approve the agenda as presented. Motion carried.

Under hearings: Councilmember Hunt moved and VanDyke seconded to approve a transfer of a liquor retail license for Freier Properties, Inc; dba Smokehouse Saloon. Motion carried.

Under new business: Administrator Thur opened, in no particular order, the three bids received for the old Animal Control vehicle. Kenny Gilbert bid \$1,099.00, Fred Doane bid \$100.00 and Cannon Cook bid \$251.55. Councilmember Collingwood moved and Johnson seconded to accept the highest bid with the option for Mr. Gilbert to opt out after inspection. If Mr. Gilbert declines to purchase the vehicle the award will move to the second highest bidder. Motion carried.

Councilmember Collingwood moved and VanDyke seconded to approve the updated Animal Control Fee Schedule modification with the Town of Basin. Motion carried.

Representatives of the Big Horn County Economic Working Group, Bill Hayes and Jeff Grant, presented details on the possibility of an independent living facility project in the Laura Irwin Elementary Building in Basin and requested a support resolution from the Council. Councilmember Hunt moved and VanDyke seconded to approve Resolution # 445, "A RESOLUTION BY THE GOVERNING BODY OF THE TOWN OF GREYBULL SUPPORTING THE EFFORTS OF BIG HORN COUNTY CITIZENS FOR ECONOMIC DEVELOPMENT TO BRING AN INDEPENDENT LIVING FACILITY TO THE BIGHORN BASIN." Motion carried.

Discussion was held on disposal of cardboard collected from the designated dumpsters. Council gave Foreman Lampman permission to make the cardboard recycling decisions at his discretion.

Councilmember Collingwood moved and Johnson seconded to approve the signing of a Water

Operator Memorandum of Understanding with Scharen Subdivision for a two year term retroactive to January of 2019. The subdivision has yet to approve the MOU. Motion carried.

Discussion was held on providing incentives for in town property owners to clean up properties. It will be included in the budget conversation 3-18.

Councilmember Collingwood moved and VanDyke seconded to approve another free dump month to encourage town clean-up, leaving the details to Administrator Thur. Motion carried.

Under Old Business: Ordinance #829 "Annexing real property located east of the Town of Greybull and west of Big Horn County Road 28/Basin Garden Road owned by the Town of Greybull" and Ordinance #832, "An ordinance creating Chapter 18.34 by adding sections for zoning in a Rural Residential District" be tabled until the 3-18 special meeting. Motion carried.

Discussion was held on the Frontier Subdivision Project. Administrator Thur reported the final plat has been signed by the Mayor but has not been recorded yet. It appears that Rocky Mountain Power will be the electrical provider; another BLM easement needs to be obtained on the east side of Basin Garden Road; and the water tie-in with Big Horn Regional Joint Powers Board is being reviewed by DEQ. No action was taken.

Administrator Thur presented advertising and guidelines for hiring of a Pool Manager and lifeguards as the summer is fast approaching. The Certified Pool Operators will be the Administrator and a Public Works employee. Progress is being made on the footers for the bath house. Councilmember Collingwood moved and Johnson seconded to authorize Administrator Thur to approve the job description based on the criteria presented. Motion carried.

Administrator Thur gave brief reports on the following subjects with no action taken:

South-end Levee Project – The funding break down for the project is reflected as; Hazard Mitigation Grant Program \$514K to be awarded soon, State Mineral Royalties Grant \$100K awarded, and \$72,243 from the Town of Greybull. The FEMA project notice was published on 2-28. Funding must be secured by 8-1 or the MRG grant will be lost. The project should be completed before year end.

Sewer Upgrades Project: Fully funded. Still needs to begin bond issuance work.

Street Lights at GMS/GHS: It appears the project will stay under the \$30K appropriated with Public Works doing the work; to be completed by this fall.

Water Valve Hotbox Replacement Project: Plans were provided today. Project will be completed by Public Works but will be scheduled after the completion of the Pool and Street Light Projects.

Councilmember Hunt moved and VanDyke seconded to order warrants to be drawn in payment of the same on the bills payable list. Motion carried.

BILLS PAYABLE: MH, POV Reimbursement-9.28; BMO P-cards, Purchases-1,365.82; 457b Plan-965.00; EFTPS, Payroll Taxes- 16,334.62; Payroll, Less Deductions- 54,175.07; AFLAC, Insurance-401.08; A. W. Hunt Construction, Inc., Pool- 17,850.00; AC Motors, Vehicle Maintenance-170.78; Alterations and More, Uniforms-24.00; American Welding & Gas, Materials & Supplies-29.84; Bank of Greybull, New Equipment-30.00; Bar T Electric, Inc., Town Hall-252.67; B.H. Reg Joint Powers, Water-15,124.48; Basin Pharmacy, Water Testing- 50.68; Big Horn County Solid Waste, Landfill Assessment-8,686.80; Big Horn Co-op, Pool-1,007.08; Big Horn County Treasurer, Professional Services-99.16; Big Horn Rural Electric, Utilities- 2,290.41; Blair's Market, Economic Development-321.77; Blue Cross Blue Shield, Insurance- 19,389.04; Caselle Inc, Software Contract-160.00; Dan Brown Trucking, Inc., Recycling Expenses-700.00; Downtown Auto Clinic, Inc., Vehicle Expense-519.70; Rodney G. Patrick, Fire Safety-1,053.00; Good Year Printing, Materials & Supplies-204.75; Greybull Building Center LLC, Repair & Maintenance- 787.82; Greybull Chamber of Commerce, Monthly Expenses- 1,575.05; Greybull Fire Department, Repair A7 Maintenance-459.10; Greybull Standard, Printing & Advertising-663.00; Hawkins Inc., Waterline Storage- 2,298.63; Homax Oil Sales Inc, Carwashes- 21.40; HUB International Mountain States, LTD, Insurance-25,597.00; Inter-Mountain Laboratories, Sewer Testing-324.20; Intermountain Sweeper Co., Hwy/Sts Maint. -592.54; J&E Greybull Residential-13,850.18; JR's Towing, Equipment Repair-2,173.95; LD Anderson Inc., Greybull Residential-22,675.00; Law Enforcement Systems, Inc., Patrol Supplies-83.00; Local Govt. Liability Pool, Insurance-8,391.00; Miller's Fabrication & Const., Equipment Repair-107.49; Murdoch Oil, Fuel- 4,581.05; Murdoch Ranch and Home, Materials & Supplies-47.96; Napa Auto Supply, Vehicle Expense-1,097.37; NCPERS Wyo, Grp Life Ins- 176.00; Nelson Engineering, Waterline & Storage-2,906.00; O'Reilly Auto Parts, Other Miscellaneous- 151.12; Petty Cash, Town Hall-75.40; Postmaster, Utility Billing-281.75; Richins, Kent, Legal Fees- 1,375.00; Rocky Mtn Power, Electric Utilities- 3,899.77; Randy Royal, Salary & Wages- 650.00; Simpson, Kepler & Edwards, LLC, Legal Fees-180.00; T & E Cat Rental Store, Equipment & Repair-357.45; Axon Enterprises, Inc., Equipment – Patrol-228.00; T-O Engineers, Greybull Residential-4,546.35; TCT West Telephone, Utilities- 1,026.96; The Office Shop Inc., Materials & Supplies- 186.99; Transunion Risk & Alternative, Drug Enforcement- 50.00; Two Way Radio Service, Siren Maintenance-750.00; Ultimate

Database Solutions, Communications Equip.-3,500.00; Verizon Wireless, Utilities-639.07; WYDOT- Professional Services-4.00; Wyoming Educators Benefit Trust, Insurance- 38.25; Wyoming Gas, Utilities- 2,511.78; One Call of Wyoming, Professional Services-26.25; Wyoming Retirement System, Retirement Payable-11,744.29; Wyoming Workers Compensation, Employee Benefits-2,023.31; WY-TEST, D & A Testing-170.00

There being no further business to come before Council, the meeting adjourned at 8:12 pm.

/s/ _____
Myles Foley, Mayor

Attest: _____
Beverley Jacobs, Town Clerk

**SPECIAL MEETING
March 18, 2019**

STATE OF WYOMING)
BIG HORN COUNTY)ss.
TOWN OF GREYBULL)

A special meeting of the Greybull Town Council was held Monday, March 18, 2019 at 5:30 pm, pursuant to due notice and call. Mayor Foley called the meeting to order with the following members and officers present: Councilmembers Collingwood, VanDyke, Hunt and Johnson. Also attending were Administrator Thur, Public Works Foreman Lampman and Police Chief Brenner.

The first order of business was Administrator Thur's presentation of the FY20 Budget. Each department was reviewed. Some items of note in the General Fund included: Sales Tax revenue, new equipment for the police department and mosquito abatement. Because of the Federal grants to be received for the Pool, Sewer and South-end Levee projects a full audit will be required. Pool salaries, training and estimated pool revenues were also discussed. The discussion moved to Capital Funds, focusing on replacements of equipment for the water, streets and alleys, and ballfields and play grounds. Financing options versus purchasing from reserves for these items was also discussed. No action was taken.

The second order of business was discussion of Rural Residential Zoning District and Ordinance #829, "Annexing real property located east of the Town of Greybull and west of Big Horn County Road 28/Basin Garden Road owned by the Town of Greybull" and Ordinance #832, "An ordinance creating Chapter 18.34 by adding sections for zoning in a Rural Residential District". Discussion focused on Ordinance #832; addressing parking, setbacks, modular homes, duplexes, roof pitches, sizes of dwellings and accessory buildings, outdoor lighting, livestock, septic systems, finishing materials and colors, storage of non-residential equipment, and the appeals and conditional use process. No action was taken.

There being no further business, Mayor Foley called the special meeting adjourned at 7:50 pm.

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Beverley Jacobs, Town Clerk

**TOWN OF GREYBULL
ADMINISTRATOR'S REPORT
April 2019**

GENERAL

BP

- NTR

Call Center

- Still waiting to hear THG's thoughts.

EconDev, LT, CoC Projects/Priorities

- Billboard south of Basin advertising MoFaAF and Greybull in general.
- Community bulletin boards for general announcements (library & Myles' corner).
- Town maps to hand out that have pertinent info and businesses.
- Mtn bike video marketing again this year.
- Classes at the Chamber (CPR, first aid, Microsoft, customer service, etc.).
- A weekend event once per month at the end of Greybull Ave or in the TH parking lot. These would be in addition to current events.
- Rebranding of Greybull as 'The Hub of the Bighorn Basin'.
- Planters throughout town.

Frontier Subdivision

- Survey confirmed Frontier Dr is within our RoW: final plat signed, but not recorded.
- REA estimate – \$183,270; RMP estimate – \$217,095. RMP wants to provide service, but it needs to go to PSC. No update from either RMP or REA.
- BLM easement is in-the-works, BHC access permit soon. Waiting on easement description from Section line to BHRJPB waterline for BLM application.
- Septic permitting will run through WDEQ directly. Waiting to hear back from DEQ on septic question.
- TO will finalize water system w/WDEQ and connection permit w/BHRJPB.
- ORD#829 annexes 316 acres into town limits, request table for 3rd reading in June.
- ORD#832 establishes Rural Residential District for the development, request table for 3rd reading in June.

GIS

- We just need to decide how to capture the coordinates of our infrastructure.

Levee Re-certification- South-end Re-armament

- \$686,243 for South-end Levee Project- \$100k MRG/\$514k HMGP/\$72,243 ToG.
- FEMA HMGP grant award notice is in the packet. Agreement to come from WY DoHS soon.
- \$100k MRG grant awarded. Once we have the DoHS agreement signed we can send it to the State to fulfill our SLIB grant terms.

Library Roof

- Roof is complete. Final invoice not received yet.

Pool

- Grant agreement signed (\$194,950), reimbursement request probably to be submitted in May.
- Pool Mgr, lead lifeguard and lifeguard positions are open and being advertised.
- Lampman and Thur are CPOs and will work together to ensure a successful 1st year of operation of GCP.

- June 1st is the EconDev-sponsored ‘Summer Kick-off Party’ in the parking lot across from TH. Music, games, food, possibly beer tent and hopefully a pool to swim in.

Rail Spur

- In order for Greybull to take our EconDev efforts to the next level and to be able to compete with the larger towns in attracting out-of-state businesses, we should look at a rail spur.

Rec Center

- Rec Center and welcome signs are completed, and they all look awesome.

Sewer Upgrades Project

- \$1,627,200 for Sewer Upgrades, Phase I Project. Project fully funded through: \$565k USDA grant/\$934k USDA loan /\$128.2k ToG cash (35:57:8).
- Bond ordinance (ORD#841) for 1st reading tonight.
- Need to begin final design phase soon since it is about 5 – 6 month process from initial survey to going out to bid.

Streets & Alleys

- 1 broom available soon (Cody) and 2 x 8yd trucks in Apr/May.
- Chip spreader quotes for review tonight.

Street Lights at GMS/GHS

- Met with TO surveyors on 4-4.

Storm-drain Project

- NTR

USDA Town Hall Action Items

- USDA inspected Town Hall. No word from them on 100% compliance, or not.

USGS Streamgauge in Basin

- I still need to approach Basin to see if they will contribute to keeping the stream gauge operational.

Water Valve Hotbox Replacement Project

- PW getting construction package details from Nelson Engineering to kick off the project.

WY Beef

- NTR

FINANCIAL

- Still looking good for not having any budget amendments this FY.
- Notes on FY20 budget from Spc Mtg and for 1st reading tonight:
 - Excavator moved into H2O.
 - Vac trailer moved into Sewer.
 - Covered equipment plug-in line split as follows:
 - \$10k H2O, \$10k Sewer, \$10k Sanitation, \$15k S&A.

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUND REVENUE</u>					
10-30-110	757.92	63,158.20	85,000.00	21,841.80	74.3
10-30-111	.00	40,508.58	42,000.00	1,491.42	96.5
10-30-112	18,305.32	50,261.46	61,000.00	10,738.54	82.4
10-30-113	.00	19,908.72	7,890.00	(12,018.72)	252.3
10-30-114	.00	6,799.71	1,000.00	(5,799.71)	680.0
10-30-115	.00	.00	3,000.00	3,000.00	.0
10-30-116	.00	.00	5,000.00	5,000.00	.0
10-30-117	.00	.00	8,750.00	8,750.00	.0
10-30-210	8,625.00	8,665.00	8,600.00	(65.00)	100.8
10-30-211	.00	385.00	385.00	.00	100.0
10-30-212	785.00	2,208.00	2,500.00	292.00	88.3
10-30-215	125.00	1,450.00	2,500.00	1,050.00	58.0
10-30-218	.00	1,354.00	2,500.00	1,146.00	54.2
10-30-220	.00	50.00	100.00	50.00	50.0
10-30-255	.00	36,940.00	36,940.00	.00	100.0
10-30-310	1,033.63	11,186.66	14,000.00	2,813.34	79.9
10-30-311	.00	7,505.91	4,000.00	(3,505.91)	187.7
10-30-312	6,148.47	72,271.56	88,000.00	15,728.44	82.1
10-30-314	27,633.48	278,879.56	340,000.00	61,120.44	82.0
10-30-318	.00	71,921.52	130,000.00	58,078.48	55.3
10-30-330	.00	34,259.86	68,000.00	33,740.14	50.4
10-30-335	.00	277,638.96	274,500.00	(3,138.96)	101.1
10-30-340	1,516.16	24,713.93	33,000.00	8,286.07	74.9
10-30-345	.00	14,382.80	20,000.00	5,617.20	71.9
10-30-346	.00	.00	1,000.00	1,000.00	.0
10-30-350	.00	420.00	1,200.00	780.00	35.0
10-30-410	1,166.67	10,620.03	14,120.00	3,499.97	75.2
10-30-420	140.00	965.00	1,000.00	35.00	96.5
10-30-500	15.00	390.00	1,000.00	610.00	39.0
10-30-510	641.56	13,452.56	20,000.00	6,547.44	67.3
10-30-512	30.00	764.00	1,500.00	736.00	50.9
10-30-514	.00	.00	250.00	250.00	.0
10-30-530	.00	.00	160.00	160.00	.0
10-30-535	165.00	1,880.00	1,500.00	(380.00)	125.3
10-30-600	5.65	503.63	1,500.00	996.37	33.6
10-30-650	444.00	4,144.01	3,125.00	(1,019.01)	132.6
10-30-660	1,196.71	18,082.95	24,000.00	5,917.05	75.4
TOTAL FUND REVENUE	68,734.57	1,075,671.61	1,309,020.00	233,348.39	82.2
TOTAL FUND REVENUE	68,734.57	1,075,671.61	1,309,020.00	233,348.39	82.2

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-110 SALARIES & WAGES	1,886.21	16,974.78	24,000.00	7,025.22	70.7
10-41-120 SALARIES - MAYOR & COUNCIL	1,500.00	7,050.00	12,000.00	4,950.00	58.8
10-41-150 EMPLOYEE BENEFITS	859.13	7,238.10	10,250.00	3,011.90	70.6
10-41-210 UTILITIES	512.34	3,972.99	5,750.00	1,777.01	69.1
10-41-220 LEGAL FEES	875.00	7,250.00	7,000.00	(250.00)	103.6
10-41-222 PROFESSIONAL SERVICES	3,660.59	4,004.96	5,500.00	1,495.04	72.8
10-41-270 INSURANCE	7,962.00	8,000.00	8,000.00	.00	100.0
10-41-280 TRAVEL & TRAINING	107.72	1,129.07	4,000.00	2,870.93	28.2
10-41-290 OTHER MISCELLANEOUS	128.42	154.38	250.00	95.62	61.8
10-41-300 MEMBERSHIP	130.00	10,238.52	11,000.00	761.48	93.1
10-41-310 PRINTING & ADVERTISING	512.53	7,141.58	7,750.00	608.42	92.2
10-41-320 MATERIALS & SUPPLIES	44.84	2,229.06	3,000.00	770.94	74.3
10-41-330 POSTAGE	42.00	385.55	450.00	64.45	85.7
10-41-810 NEW EQUIPMENT	.00	678.20	1,000.00	321.80	67.8
10-41-830 SOFTWARE CONTRACT/SUPPORT	345.74	18,782.18	20,000.00	1,217.82	93.9
10-41-910 TRANSFER TO CAPITAL FUND	.00	.00	62,805.00	62,805.00	.0
10-41-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL ADMINISTRATION	18,566.52	95,229.37	183,005.00	87,775.63	52.0

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-42-110 SALARIES & WAGES	20,047.57	210,453.77	280,500.00	70,046.23	75.0
10-42-120 SALARIES - DISPATCHER	.00	.00	38,500.00	38,500.00	.0
10-42-150 EMPLOYEE BENEFITS	9,530.56	101,702.57	138,250.00	36,547.43	73.6
10-42-210 UTILITIES	1,167.94	9,553.74	12,500.00	2,946.26	76.4
10-42-220 LEGAL FEES	500.00	4,375.00	2,500.00	(1,875.00)	175.0
10-42-221 LEGAL PUBLICATIONS	.00	693.33	1,750.00	1,056.67	39.6
10-42-222 PROFESSIONAL SERVICES	152.00	866.50	4,000.00	3,133.50	21.7
10-42-224 TRAVEL/LODGING GENERAL	37.12	263.84	500.00	236.16	52.8
10-42-230 COMMUNICATIONS - EQUIPMENT	3,500.00	4,855.48	7,500.00	2,644.52	64.7
10-42-250 REPAIR & MAINTENANCE OFFICE	.00	.00	500.00	500.00	.0
10-42-260 VEHICLE MAINTENANCE MAJOR	30.03	644.01	3,000.00	2,355.99	21.5
10-42-261 GASOLINE	764.38	8,646.60	9,000.00	353.40	96.1
10-42-262 CAR WASHES	21.40	485.08	500.00	14.92	97.0
10-42-263 OIL & DAILY MAINTENANCE	170.78	491.85	750.00	258.15	65.6
10-42-265 TIRES	.00	.00	1,000.00	1,000.00	.0
10-42-270 INSURANCE	3,500.00	3,500.00	3,500.00	.00	100.0
10-42-280 TRAVEL, TRAINING, LODGING	.00	3,419.53	4,000.00	580.47	85.5
10-42-282 TRAINING - IN SERVICE	.00	93.67	250.00	156.33	37.5
10-42-283 TRAINING - FIREARMS	117.59	2,949.87	3,000.00	50.13	98.3
10-42-285 DRUG ENFORCEMENT PROGRAM	50.00	1,489.61	1,000.00	(489.61)	149.0
10-42-286 PUBLIC RELATIONS	.00	92.16	500.00	407.84	18.4
10-42-290 OTHER MISCELLANEOUS	.00	464.92	250.00	(214.92)	186.0
10-42-292 PRISONERS - JAIL	300.00	1,450.00	3,500.00	2,050.00	41.4
10-42-293 PRISONERS - MEDICAL	.00	.00	500.00	500.00	.0
10-42-294 PRISONER TRANSPORT	.00	.00	500.00	500.00	.0
10-42-300 MEMBERSHIP	.00	315.00	600.00	285.00	52.5
10-42-310 PRINTING & ADVERTISING	19.53	258.20	700.00	441.80	36.9
10-42-320 MATERIALS & SUPPLIES OFFICE	256.93	2,182.65	3,250.00	1,067.35	67.2
10-42-322 POSTAGE	42.00	371.09	750.00	378.91	49.5
10-42-330 D & A TESTING	.00	.00	250.00	250.00	.0
10-42-331 SUPPLIES - PATROL	96.98	335.56	500.00	164.44	67.1
10-42-332 EQUIPMENT - PATROL	228.00	14,199.12	15,000.00	800.88	94.7
10-42-340 #1 UNIFORMS	.00	5,148.66	5,000.00	(148.66)	103.0
10-42-810 NEW EQUIPMENT - GRANT	935.16	9,776.52	20,000.00	10,223.48	48.9
10-42-990 SAFETY	.00	.00	250.00	250.00	.0
 TOTAL POLICE DEPARTMENT	 41,467.97	 389,078.33	 564,050.00	 174,971.67	 69.0

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
10-43-150	176.90	1,699.47	2,750.00	1,050.53	61.8
10-43-210	475.85	2,491.28	3,500.00	1,008.72	71.2
10-43-250	459.10	1,304.61	1,500.00	195.39	87.0
10-43-255	750.00	750.00	1,000.00	250.00	75.0
10-43-260	1.76	873.27	750.00	(123.27)	116.4
10-43-261	.00	793.78	750.00	(43.78)	105.8
10-43-270	6,500.00	6,500.00	6,500.00	.00	100.0
10-43-280	.00	.00	300.00	300.00	.0
10-43-290	.00	19.96	250.00	230.04	8.0
10-43-300	.00	4,080.00	4,000.00	(80.00)	102.0
10-43-320	.00	256.18	1,500.00	1,243.82	17.1
10-43-810	.00	3,080.16	5,000.00	1,919.84	61.6
10-43-990	.00	.00	250.00	250.00	.0
TOTAL FIRE DEPARTMENT	8,363.61	21,848.71	28,050.00	6,201.29	77.9
<u>STREETS AND ALLEYS</u>					
10-44-110	4,370.07	37,818.60	51,750.00	13,931.40	73.1
10-44-150	2,245.25	16,917.79	23,000.00	6,082.21	73.6
10-44-210	2,364.72	19,577.70	27,000.00	7,422.30	72.5
10-44-250	486.39	853.76	2,000.00	1,146.24	42.7
10-44-255	683.32	23,288.66	36,940.00	13,651.34	63.0
10-44-260	.00	1,809.13	1,500.00	(309.13)	120.6
10-44-261	200.97	4,929.38	4,750.00	(179.38)	103.8
10-44-265	.00	823.00	2,500.00	1,677.00	32.9
10-44-267	3,315.59	11,520.95	7,500.00	(4,020.95)	153.6
10-44-270	726.00	726.00	2,000.00	1,274.00	36.3
10-44-285	170.00	170.00	300.00	130.00	56.7
10-44-290	.00	255.04	250.00	(5.04)	102.0
10-44-320	101.58	1,068.23	1,250.00	181.77	85.5
10-44-335	.00	250.00	250.00	.00	100.0
10-44-990	100.00	132.48	250.00	117.52	53.0
TOTAL STREETS AND ALLEYS	14,763.89	120,140.72	161,240.00	41,099.28	74.5
<u>MUNICIPAL JUDGE</u>					
10-45-110	2,400.66	21,706.31	29,750.00	8,043.69	73.0
10-45-150	730.81	6,586.93	9,250.00	2,663.07	71.2
10-45-220	180.00	7,602.50	12,500.00	4,897.50	60.8
10-45-280	.00	.00	250.00	250.00	.0
10-45-290	.00	.00	250.00	250.00	.0
10-45-320	326.49	1,024.70	1,200.00	175.30	85.4
10-45-350	.00	.00	750.00	750.00	.0
TOTAL MUNICIPAL JUDGE	3,637.96	36,920.44	53,950.00	17,029.56	68.4

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOSQUITO CONTROL</u>					
10-46-110 SALARIES & WAGES	749.44	6,684.50	9,000.00	2,315.50	74.3
10-46-150 EMPLOYEE BENEFITS	331.60	2,961.30	4,000.00	1,038.70	74.0
10-46-250 REPAIR & MAINTENANCE	.00	25.98	600.00	574.02	4.3
10-46-260 VEHICLE EXPENSE	.00	50.29	500.00	449.71	10.1
10-46-261 GASOLINE	.00	1,178.39	1,500.00	321.61	78.6
10-46-267 EQUIPMENT REPAIR & MAINTENANC	.00	64.08	250.00	185.92	25.6
10-46-280 TRAVEL & TRAINING	.00	.00	100.00	100.00	.0
10-46-290 OTHER MISCELLANEOUS	.00	.00	250.00	250.00	.0
10-46-310 PRINTING & ADVERTISING	.00	.00	100.00	100.00	.0
10-46-320 MATERIALS & SUPPLIES	.00	14.49	300.00	285.51	4.8
10-46-325 CHEMICALS	.00	15,796.71	20,000.00	4,203.29	79.0
10-46-335 UNIFORMS	.00	.00	100.00	100.00	.0
10-46-990 SAFETY	50.00	50.00	250.00	200.00	20.0
TOTAL MOSQUITO CONTROL	1,131.04	26,825.74	36,950.00	10,124.26	72.6
<u>PARKS & RECREATION</u>					
10-47-110 SALARIES & WAGES	2,931.25	33,378.43	42,500.00	9,121.57	78.5
10-47-115 SALARIES - MUSEUM	433.95	10,634.35	16,000.00	5,365.65	66.5
10-47-150 EMPLOYEE BENEFITS	1,707.81	16,838.34	25,000.00	8,161.66	67.4
10-47-210 UTILITIES	1,445.65	9,258.74	14,000.00	4,741.26	66.1
10-47-220 PROFESSIONAL SERVICES	.00	2,051.66	1,500.00	(551.66)	136.8
10-47-250 REPAIR & MAINTENANCE	.00	511.86	1,250.00	738.14	41.0
10-47-260 VEHICLE EXPENSE	.00	116.96	1,000.00	883.04	11.7
10-47-261 GASOLINE	.00	1,030.91	2,000.00	969.09	51.6
10-47-267 EQUIPMENT REPAIR & MAINTENANC	24.75	1,260.29	3,500.00	2,239.71	36.0
10-47-270 INSURANCE	300.00	300.00	1,000.00	700.00	30.0
10-47-290 OTHER MISCELLANEOUS	37.87	72.86	250.00	177.14	29.1
10-47-320 MATERIALS & SUPPLIES	126.91	743.43	1,500.00	756.57	49.6
10-47-335 UNIFORMS	.00	105.49	175.00	69.51	60.3
10-47-810 NEW EQUIPMENT	.00	.00	750.00	750.00	.0
10-47-990 SAFETY	98.00	161.11	250.00	88.89	64.4
TOTAL PARKS & RECREATION	7,106.19	76,464.43	110,675.00	34,210.57	69.1

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL</u>					
10-48-110 SALARIES & WAGES	754.00	8,311.75	10,500.00	2,188.25	79.2
10-48-150 EMPLOYEE BENEFITS	75.11	827.85	1,000.00	172.15	82.8
10-48-210 UTILITIES	252.77	1,497.11	2,500.00	1,002.89	59.9
10-48-222 VETERINARY EXPENSE	.00	50.00	500.00	450.00	10.0
10-48-260 VEHICLE EXPENSE	8.49	572.66	1,500.00	927.34	38.2
10-48-261 GASOLINE	83.71	864.35	1,000.00	135.65	86.4
10-48-280 TRAVEL & TRAINING	.00	373.26	500.00	126.74	74.7
10-48-290 OTHER MISCELLANEOUS	.00	35.00	250.00	215.00	14.0
10-48-310 PRINTING & ADVERTISING	.00	255.00	500.00	245.00	51.0
10-48-320 MATERIALS & SUPPLIES	99.33	735.74	2,500.00	1,764.26	29.4
10-48-335 UNIFORMS	24.00	173.23	500.00	326.77	34.7
10-48-810 NEW EQUIPMENT	.00	200.00	500.00	300.00	40.0
10-48-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL ANIMAL CONTROL	1,297.41	13,895.95	22,000.00	8,104.05	63.2
<u>FLOOD CONTROL</u>					
10-49-110 SALARIES & WAGES	1,950.00	19,963.83	27,500.00	7,536.17	72.6
10-49-150 EMPLOYEE BENEFITS	907.99	9,264.92	13,250.00	3,985.08	69.9
10-49-210 UTILITIES	131.85	1,179.99	1,750.00	570.01	67.4
10-49-220 PROFESSIONAL SERVICES	.00	.00	750.00	750.00	.0
10-49-230 STORM DRAIN CLEANING	.00	1,515.98	2,000.00	484.02	75.8
10-49-250 REPAIR & MAINTENANCE	.00	980.69	2,500.00	1,519.31	39.2
10-49-290 OTHER MISCELLANEOUS	.00	130.24	250.00	119.76	52.1
10-49-320 MATERIALS & SUPPLIES	43.56	43.56	250.00	206.44	17.4
10-49-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL FLOOD CONTROL	3,033.40	33,079.21	48,500.00	15,420.79	68.2
<u>MISCELLANEOUS</u>					
10-50-110 SALARIES & WAGES	1,023.48	8,807.69	18,250.00	9,442.31	48.3
10-50-150 EMPLOYEE BENEFITS	345.18	1,755.29	2,000.00	244.71	87.8
10-50-220 PROFESSIONAL SERVICES	.00	16,500.00	15,500.00	(1,000.00)	106.5
10-50-225 PLANNING & ZONING	.00	.00	500.00	500.00	.0
10-50-290 OTHER MISCELLANEOUS	90.26	90.26	250.00	159.74	36.1
10-50-775 CIVIL DEFENSE	.00	.00	750.00	750.00	.0
10-50-780 ECONOMIC DEVELOPMENT	753.80	5,662.50	15,000.00	9,337.50	37.8
10-50-785 CHAMBER OF COMMERCE	1,575.05	5,894.32	14,000.00	8,105.68	42.1
10-50-795 HOLIDAZZLE	.00	1,372.80	750.00	(622.80)	183.0
10-50-800 DAYS OF '49	.00	43.95	750.00	706.05	5.9
10-50-805 FIREWORKS	.00	.00	750.00	750.00	.0
10-50-990 WDWS SAFETY GRANT ITEMS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS	3,787.77	40,126.81	69,500.00	29,373.19	57.7

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING MAINTENANCE</u>					
10-51-100 TOWN HALL	.00	572.01	1,000.00	427.99	57.2
10-51-250 FIRE HALL	.00	398.50	500.00	101.50	79.7
10-51-300 REC CENTER	488.59	(165.66)	1,000.00	1,165.66	(16.6)
10-51-400 POUND	.00	56.00	500.00	444.00	11.2
10-51-500 LIBRARY	24.00	666.53	750.00	83.47	88.9
10-51-800 CALL CENTER	24.00	562.42	1,000.00	437.58	56.2
10-51-900 P&R BLDGS	.00	6.99	250.00	243.01	2.8
10-51-950 GENERAL PROPERTY	.00	355.00	2,500.00	2,145.00	14.2
10-51-990 PROPERTY TAXES PAYABLE	.00	4,984.10	5,000.00	15.90	99.7
TOTAL BUILDING MAINTENANCE	536.59	7,435.89	12,500.00	5,064.11	59.5
<u>POOL</u>					
10-52-110 SALARIES & WAGES	.00	.00	8,250.00	8,250.00	.0
10-52-150 EMPLOYEE BENEFITS	.00	.00	900.00	900.00	.0
10-52-210 UTILITIES	.00	.00	2,250.00	2,250.00	.0
10-52-320 MATERIALS & SUPPLIES	.00	64.99	1,200.00	1,135.01	5.4
10-52-325 CHEMICALS	.00	.00	6,000.00	6,000.00	.0
TOTAL POOL	.00	64.99	18,600.00	18,535.01	.4
TOTAL FUND EXPENDITURES	103,692.35	861,110.59	1,309,020.00	447,909.41	65.8
NET REVENUE OVER EXPENDITURES	(34,957.78)	214,561.02	.00	(214,561.02)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
30-30-320 SALES TAX - OPTIONAL	24,177.27	242,964.26	300,000.00	57,035.74	81.0
30-30-667 INTEREST - CAPITAL DEPRECIATIO	3.69	26.85	30.00	3.15	89.5
30-30-670 INTEREST - SALES TAX	778.39	6,226.52	5,000.00	(1,226.52)	124.5
30-30-800 INTEREST - GDF	489.28	1,485.99	1,500.00	14.01	99.1
30-30-805 INTEREST - FIRE SIREN FUND	6.69	58.97	65.00	6.03	90.7
30-30-820 TREE BOARD PROJECT FUNDS	.40	3.55	2,505.00	2,501.45	.1
30-30-822 INTEREST - DEV TRUST FUND	54.44	458.20	500.00	41.80	91.6
30-30-840 SALE OF OBSOLETE EQUIPMENT	251.55	3,251.55	.00	(3,251.55)	.0
30-30-850 ALLOCATED CAP. SALES RESERVE	.00	.00	101,698.00	101,698.00	.0
30-30-865 SALE OF TOWN LAND	.00	.00	50,000.00	50,000.00	.0
30-30-866 MRG- LEVEE PHASE 3	.00	.00	225,000.00	225,000.00	.0
30-30-867 HMGP GRANT- LEVEE PHASE 3	.00	.00	351,202.00	351,202.00	.0
TOTAL FUND REVENUE	25,761.71	254,475.89	1,037,500.00	783,024.11	24.5
TOTAL FUND REVENUE	25,761.71	254,475.89	1,037,500.00	783,024.11	24.5

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
30-41-835 WELCOME SIGNS	11,485.75	11,485.75	2,000.00	(	9,485.75)	574.3
30-41-836 GREYBULL RESIDENTIAL DEV PROJ	47,399.68	92,983.43	75,000.00	(	17,983.43)	124.0
TOTAL ADMINISTRATION	58,885.43	104,469.18	77,000.00	(	27,469.18)	135.7
<u>POLICE DEPARTMENT</u>						
30-42-810 DEBT SERVICE - VEHICLES	.00	198.00	.00	(	198.00)	.0
30-42-820 NEW EQUIPMENT	.00	7,312.38	.00	(	7,312.38)	.0
TOTAL POLICE DEPARTMENT	.00	7,510.38	.00	(	7,510.38)	.0
<u>STREETS AND ALLEYS</u>						
30-44-830 STREET CHIP SEAL	.00	104,164.62	100,000.00	(	4,164.62)	104.2
30-44-880 STREET CURB/GUTTER	.00	945.00	15,000.00		14,055.00	6.3
30-44-890 MAINSTREET/DOWNTOWN ENHANCE	.00	207.84	4,000.00		3,792.16	5.2
TOTAL STREETS AND ALLEYS	.00	105,317.46	119,000.00		13,682.54	88.5
<u>PARKS & RECREATION</u>						
30-47-835 TREE BOARD PROJECT	.00	.00	2,500.00		2,500.00	.0
30-47-880 BALLFIELD/PLAYGROUND IMP	.00	517.50	7,500.00		6,982.50	6.9
30-47-885 POOL	102,317.08	252,739.63	100,000.00	(	152,739.63)	252.7
TOTAL PARKS & RECREATION	102,317.08	253,257.13	110,000.00	(	143,257.13)	230.2
<u>FLOOD CONTROL</u>						
30-49-820 FLOOD PLAIN REMEDIATION	.00	5,050.00	10,000.00		4,950.00	50.5
30-49-830 LEVEE MAINTENANCE	170.00	14,846.71	700,000.00		685,153.29	2.1
TOTAL FLOOD CONTROL	170.00	19,896.71	710,000.00		690,103.29	2.8

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING IMPROVEMENTS</u>					
30-51-100 TOWN HALL	482.66	9,440.77	2,500.00	(6,940.77)	377.6
30-51-150 GREYBULL BUSINESS PARK	.00	(1,638.40)	2,500.00	4,138.40	(65.5)
30-51-160 GREYBULL RESIDENTIAL DEV	.00	11,052.50	2,500.00	(8,552.50)	442.1
30-51-250 FIRE HALL	.00	.00	500.00	500.00	.0
30-51-300 REC CENTER	5.99	875.99	5,000.00	4,124.01	17.5
30-51-400 POUND	.00	.00	250.00	250.00	.0
30-51-500 LIBRARY	.00	13,585.08	1,000.00	(12,585.08)	1358.5
30-51-800 CALL CENTER	.00	3,000.00	1,000.00	(2,000.00)	300.0
30-51-900 P&R BLDGS	.00	222.27	250.00	27.73	88.9
30-51-910 SOCCER FIELD	.00	.00	1,000.00	1,000.00	.0
30-51-950 GENERAL PROPERTY	.00	7,097.65	5,000.00	(2,097.65)	142.0
TOTAL BUILDING IMPROVEMENTS	488.65	43,635.86	21,500.00	(22,135.86)	203.0
TOTAL FUND EXPENDITURES	161,861.16	534,086.72	1,037,500.00	503,413.28	51.5
NET REVENUE OVER EXPENDITURES	(136,099.45)	(279,610.83)	.00	279,610.83	.0

TOWN OF GREYBULL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2019

LODGING TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>						
46-30-610	LODGING TAX REVENUE	1,092.76	29,796.37	33,000.00	3,203.63	90.3
46-30-630	INTEREST INCOME	28.48	205.25	250.00	44.75	82.1
	TOTAL FUND REVENUE	1,121.24	30,001.62	33,250.00	3,248.38	90.2
	TOTAL FUND REVENUE	1,121.24	30,001.62	33,250.00	3,248.38	90.2

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
46-40-610 PROMOTIONAL EXPENSE	369.00	8,510.30	33,250.00	24,739.70	25.6
TOTAL FUND EXPENDITURES	369.00	8,510.30	33,250.00	24,739.70	25.6
TOTAL FUND EXPENDITURES	369.00	8,510.30	33,250.00	24,739.70	25.6
NET REVENUE OVER EXPENDITURES	752.24	21,491.32	.00	(21,491.32)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
71-30-410 METERED WATER SALES	61,742.25	639,002.97	850,000.00	210,997.03	75.2
71-30-450 OTHER WATER SALES	224.75	2,512.60	4,750.00	2,237.40	52.9
71-30-510 WATER TAPS	.00	3,000.00	6,000.00	3,000.00	50.0
71-30-620 WATER SERVICE CHARGES	40.00	490.00	1,000.00	510.00	49.0
71-30-640 WATER TURN-ON CHARGES	125.00	615.00	500.00	(115.00)	123.0
71-30-650 SALE OF MATERIALS	22.00	77.60	75.00	(2.60)	103.5
71-30-671 INTEREST - 2015 BOND FUND	31.23	275.23	175.00	(100.23)	157.3
71-30-672 INTEREST - 2017 BOND FUND	6.23	80.11	20.00	(60.11)	400.6
71-30-685 INTEREST - WATER MAINTENANCE	186.07	1,411.22	1,500.00	88.78	94.1
71-30-705 INTEREST - '15 BOND RESERVE	62.16	563.83	300.00	(263.83)	187.9
71-30-710 INTEREST - '15 BOND ASSET RES	12.28	102.59	75.00	(27.59)	136.8
71-30-773 USDA LOAN - TANK TIE-IN PROJ	.00	27,978.38	.00	(27,978.38)	.0
71-30-774 WWDC GRANT - TANK TIE-IN PROJ	.00	27,595.33	.00	(27,595.33)	.0
 TOTAL FUND REVENUE	 62,451.97	 703,704.86	 864,395.00	 160,690.14	 81.4
 TOTAL FUND REVENUE	 62,451.97	 703,704.86	 864,395.00	 160,690.14	 81.4

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
71-40-110 SALARIES & WAGES	13,889.09	123,116.61	162,250.00	39,133.39	75.9
71-40-150 EMPLOYEE BENEFITS	6,424.41	55,638.60	76,000.00	20,361.40	73.2
71-40-170 FIREMEN/EMT BENEFITS	.00	.00	8,500.00	8,500.00	.0
71-40-210 UTILITIES	2,416.16	17,812.76	25,000.00	7,187.24	71.3
71-40-215 LEASES	.00	.00	500.00	500.00	.0
71-40-220 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
71-40-221 ENGINEERING	.00	588.50	1,000.00	411.50	58.9
71-40-225 PROFESSIONAL SERVICES	426.25	3,012.85	2,500.00	(512.85)	120.5
71-40-250 REPAIR & MAINTENANCE	61.08	5,216.97	10,000.00	4,783.03	52.2
71-40-253 WATERLINE & STORAGE IMPROVE	3,386.63	33,799.11	125,000.00	91,200.89	27.0
71-40-260 VEHICLE EXPENSE	640.72	1,926.71	2,000.00	73.29	96.3
71-40-261 GASOLINE	428.69	14,718.37	13,500.00	(1,218.37)	109.0
71-40-265 TIRES	.00	342.00	1,000.00	658.00	34.2
71-40-267 EQUIPMENT REPAIR & MAINTENANC	.00	731.95	2,000.00	1,268.05	36.6
71-40-270 INSURANCE	7,000.00	7,000.00	7,000.00	.00	100.0
71-40-280 TRAVEL, TRAIN , MEMBERSHIP	.00	1,945.91	2,500.00	554.09	77.8
71-40-285 D & A TESTING	.00	85.00	300.00	215.00	28.3
71-40-290 WATER BILLING	218.92	1,923.74	2,000.00	76.26	96.2
71-40-310 PRINTING & ADVERTISING	19.54	478.71	500.00	21.29	95.7
71-40-320 MATERIALS & SUPPLIES	321.26	2,299.36	5,000.00	2,700.64	46.0
71-40-325 METERS/AIR VALVES/RADIO READ	.00	8,384.35	10,000.00	1,615.65	83.8
71-40-330 CHEMICALS	2.79	3,603.99	5,000.00	1,396.01	72.1
71-40-335 UNIFORMS	.00	354.00	400.00	46.00	88.5
71-40-340 WATER TESTING	50.68	756.36	2,500.00	1,743.64	30.3
71-40-350 WATER METER READER UPGRADES	.00	1,620.00	5,000.00	3,380.00	32.4
71-40-400 WATER BUILDINGS	57.98	82.96	250.00	167.04	33.2
71-40-410 TOWN SHOP	391.72	1,054.43	1,500.00	445.57	70.3
71-40-690 DEBT SERVICE - DWSRF #118	.00	25,000.00	25,000.00	.00	100.0
71-40-700 DEBT SERVICE - DWSRF #063	.00	13,000.00	13,000.00	.00	100.0
71-40-720 WATER MAINTENANCE - TELEMETRY	.00	1,582.60	8,000.00	6,417.40	19.8
71-40-735 DEBT SERVICE - 14 H2O UPGRADE	46,170.00	46,170.00	50,000.00	3,830.00	92.3
71-40-736 DEBT SERVICE - TANK TIE-IN	.00	40,683.00	.00	(40,683.00)	.0
71-40-755 DEBT SERVICE - B.H. REGIONAL	15,124.48	136,120.32	180,000.00	43,879.68	75.6
71-40-762 TANK TIE-IN PROJECT	.00	58,409.99	40,000.00	(18,409.99)	146.0
71-40-920 DEPRECIATION	.00	.00	70,695.00	70,695.00	.0
71-40-950 BAD DEBT EXPENSE	.00	4,231.95	1,000.00	(3,231.95)	423.2
71-40-990 SAFETY	250.00	250.00	500.00	250.00	50.0
TOTAL FUND EXPENDITURES	97,280.40	611,941.10	864,395.00	252,453.90	70.8
TOTAL FUND EXPENDITURES	97,280.40	611,941.10	864,395.00	252,453.90	70.8
NET REVENUE OVER EXPENDITURES	(34,828.43)	91,763.76	.00	(91,763.76)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
72-30-410 SEWER SERVICE REVENUE	20,069.84	185,591.09	245,000.00	59,408.91	75.8
72-30-510 SEWER TAP FEES	.00	.00	600.00	600.00	.0
72-30-651 SEWER PROJECT GRANT	.00	.00	900,000.00	900,000.00	.0
72-30-652 SEWER PROJECT LOAN	.00	.00	900,000.00	900,000.00	.0
72-30-690 INTEREST - WASTEWATER	57.39	435.29	400.00	(35.29)	108.8
TOTAL FUND REVENUE	20,127.23	186,026.38	2,046,000.00	1,859,973.62	9.1
TOTAL FUND REVENUE	20,127.23	186,026.38	2,046,000.00	1,859,973.62	9.1

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
72-40-110 SALARIES & WAGES	7,991.91	68,815.18	80,000.00	11,184.82	86.0
72-40-150 EMPLOYEE BENEFITS	3,780.13	34,743.87	43,000.00	8,256.13	80.8
72-40-210 UTILITIES	1,028.19	6,789.21	9,000.00	2,210.79	75.4
72-40-221 ENGINEERING	.00	.00	500.00	500.00	.0
72-40-222 PROFESSIONAL SERVICES	99.16	99.16	500.00	400.84	19.8
72-40-250 REPAIR & MAINTENANCE	.00	13,357.89	2,500.00	(10,857.89)	534.3
72-40-260 VEHICLE EXPENSE	.00	131.29	1,500.00	1,368.71	8.8
72-40-261 GASOLINE	252.30	1,830.01	2,250.00	419.99	81.3
72-40-267 EQUIPMENT REPAIR & MAINTENANC	148.64	1,054.69	4,000.00	2,945.31	26.4
72-40-270 INSURANCE	3,000.00	3,000.00	3,000.00	.00	100.0
72-40-280 TRAVEL, TRAIN, MEMBERSHIP	100.00	342.00	1,500.00	1,158.00	22.8
72-40-285 D & A TESTING	.00	.00	250.00	250.00	.0
72-40-290 SEWER BILLING	218.92	1,925.68	2,000.00	74.32	96.3
72-40-320 MATERIALS & SUPPLIES	49.38	1,515.49	2,500.00	984.51	60.6
72-40-330 CHEMICALS	.00	4,075.03	8,000.00	3,924.97	50.9
72-40-345 TOWN SHOP	29.11	279.11	1,500.00	1,220.89	18.6
72-40-630 SEWER UPGRADES PROJECT	.00	2,244.00	1,800,000.00	1,797,756.00	.1
72-40-720 DEBT SERVICE - CWSRF #072	.00	.00	12,500.00	12,500.00	.0
72-40-745 DEBT SERVICE - CWSRF #028	.00	.00	19,650.00	19,650.00	.0
72-40-820 SEWER BUILDINGS	.00	.00	250.00	250.00	.0
72-40-850 SEWER TESTING	324.20	6,119.74	7,500.00	1,380.26	81.6
72-40-925 AMORTIZATION	.00	.00	43,600.00	43,600.00	.0
72-40-990 SAFETY	250.00	250.00	500.00	250.00	50.0
TOTAL FUND EXPENDITURES	17,271.94	146,572.35	2,046,000.00	1,899,427.65	7.2
TOTAL FUND EXPENDITURES	17,271.94	146,572.35	2,046,000.00	1,899,427.65	7.2
NET REVENUE OVER EXPENDITURES	2,855.29	39,454.03	.00	(39,454.03)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
73-30-410 SANITATION CUSTOMER SERVICE	30,626.10	275,782.42	367,000.00	91,217.58	75.2
73-30-650 RECYCLING REVENUE	.00	875.88	1,750.00	874.12	50.1
73-30-670 INTEREST - SANITATION DEPREC	15.78	114.91	125.00	10.09	91.9
TOTAL FUND REVENUE	30,641.88	276,773.21	368,875.00	92,101.79	75.0
TOTAL FUND REVENUE	30,641.88	276,773.21	368,875.00	92,101.79	75.0

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2019

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
73-40-110 SALARIES & WAGES	6,015.28	56,278.56	88,500.00	32,221.44	63.6
73-40-150 EMPLOYEE BENEFITS	3,157.90	28,996.44	45,750.00	16,753.56	63.4
73-40-210 UTILITIES	572.52	3,068.81	4,500.00	1,431.19	68.2
73-40-250 REPAIR & MAINTENANCE	929.57	1,849.15	2,000.00	150.85	92.5
73-40-260 VEHICLE EXPENSE	.00	5,642.10	5,000.00	(642.10)	112.8
73-40-261 GASOLINE	1,969.00	4,572.00	6,250.00	1,678.00	73.2
73-40-265 TIRES	.00	1,468.00	2,500.00	1,032.00	58.7
73-40-270 INSURANCE	5,000.00	5,000.00	5,000.00	.00	100.0
73-40-285 D & A TESTING	.00	.00	250.00	250.00	.0
73-40-290 SANITATION BILLING	218.91	1,925.64	2,000.00	74.36	96.3
73-40-295 LANDFILL ASSESSMENT	8,686.80	111,182.60	146,000.00	34,817.40	76.2
73-40-310 PRINTING & ADVERTISING	19.54	266.20	250.00	(16.20)	106.5
73-40-320 MATERIALS & SUPPLIES	136.21	727.79	1,500.00	772.21	48.5
73-40-335 UNIFORMS	.00	100.00	100.00	.00	100.0
73-40-340 GARBAGE CONTAINERS	.00	14,004.26	15,000.00	995.74	93.4
73-40-350 RECYCLING EXPENSES	700.00	1,449.23	2,500.00	1,050.77	58.0
73-40-355 DEBT SERVICE - NEW TRUCK	.00	38,612.63	39,700.00	1,087.37	97.3
73-40-360 TOWN SHOP	.00	7.78	1,500.00	1,492.22	.5
73-40-920 SANITATION DEPRECIATION FUND	.00	.00	75.00	75.00	.0
73-40-990 SAFETY	105.00	105.00	500.00	395.00	21.0
TOTAL FUND EXPENDITURES	27,510.73	275,256.19	368,875.00	93,618.81	74.6
TOTAL FUND EXPENDITURES	27,510.73	275,256.19	368,875.00	93,618.81	74.6
NET REVENUE OVER EXPENDITURES	3,131.15	1,517.02	.00	(1,517.02)	.0

Town Council Report
Greybull Public Works
March 2019

Water:

- *We will be installing 2 taps in the next two weeks. A 2" for the pool and a 1" for Bair construction.*
- *We have a curb stop box to replace at the Uptown Café, tentatively re-planned closer to the end of the month.*
- *We have cell phone boosters ready to install at each well house in Shell.*
- *Curb stop exercising will begin on the 8th of April.*
- *Bar T will be installing the marker lights on top of the airport tank.*

Wastewater:

- *Spring sewer cleaning should be completed the week of the 19th.*
- *We will begin discharging at the lagoon on Friday, April 5th. The remaining ice melted off on Sunday March 31st. I gave it some time to absorb some oxygen.*
- *The lagoon level looks really good, we have a nice amount of freeboard this year.*
- *We have 1 sewer tap to install for Bair Construction, we will do it at the same time as the water tap.*

Streets and Alleys:

- *The spring street sweeping has been completed. I would like ask the council to continue to pursue an ordinance to remove trailers, boats ect. from the streets. For example, on 2nd Ave north, there is a camper parked on a corner with his slide out extended into the street. This makes sweeping and many other things difficult as it gets worse every year.*
- *We were unable to get started on the crack sealing in march as I had planned. After careful inspection of last years sealing, I have decided that it will, in fact, be necessary to use the router. We will also need to go back and redo some of what we did last year.*
- *During that inspection, I have also concluded that we have an enormous amount of asphalt patching to do if the chip sealing is going to be successful. Some large, but a good amount will be removing dura-patch that was improperly placed, mostly meaning it used where asphalt should have been used . This was heavily used along curb lines and will not be a*

proper base under the chip sealing, neither will the large deep dura-patches. Most of these patches can be removed with relative ease and replaced with planning around asphalt availability.

Sanitation

- *The newest truck was down for a week for a PTO shaft repair. It is back in service and the older one is being used for loose cardboard collection.*
- *We have taken 3 loads of bales(90) to Powell with 3 more to go, then we will only be taking it when we accumulate enough for a load.*

Parks

- *Most of the initial parks and rec cleanup is done.*
- *We made some improvements around the legion field with gravel.*
- *Several areas around the fields were bladed.*
- *The tree line or windbreak was cleaned free of weeds, grass and mulch and new mulch put in it's place.*

Misc: *I spent some time with Fire Chief Bill Scott and they will be doing some training at the mulch pit burning pallets, burning debris piles behind the dike and on the dike itself and also some larger burns at the lagoon.*

Thank you for your time,

Jason Lampman

Greybull Police Department Council Report

Monday April 08, 2019

Dear Mayor and Council,

It has been a quiet month for the department. Below is an outline of current topics

(SRO)

Met with Superintendent McClaren. **** Brief ****

(Open Position)

We interviewed an applicant out of California last Friday. **** Brief ****

(Spring Clean-up)

We will begin our spring clean up enforcement of the town beginning toward the end of April. By doing this, citizens will have the "free dump" in May. Any property owners in violation after that will receive a citation into Municipal Court. I believe that it's time we begin getting serious about enforcing our junk and junk vehicles ordinances since the council is being proactive about economic growth, and wanting to draw businesses here.

I would be happy to entertain any questions that you may have.

Below are the calls for service received for the stated period.

Calls By Employee / Summary

	3/1/2019	3/31/2019
Name: Bill Brenner		Total: 83
Name: Kenneth Blosser		Total: 84
Name: Misty Henderson		Total: 57
Name: Robert Patrick		Total: 94
Name: Scott Drewry		Total: 108

Grand Total: **426**

Respectfully,


Chief Bill Brenner

GREYBULL VOLUNTEER FIRE DEPARTMENT

MONTHLY FIRE REPORT FOR MARCH, 2019.

FIRE
CALLS

NUMBER OF FIRE INCIDENTS

3

MEMBER:	#	HOURS
ALLEN, COLTON	3	4.5
BOCKMAN, STEVE	0	0
BROWN, EDDIE	3	4.5
COYNE, JOHN III	1	1.5
DAVIS, DALEN	2	3
DAVIS, DALEN JR	1	1.5
EMMETT, ROBERT	1	1.5
HANSEN, GARY	0	0
HETZEL, NATHAN	2	3
JOHNSON, EDDIE	2	3
KOTTMAN, JEREMY	2	3
LAIRD, MIKE(LOA)	0	0
MAZUR, MAX	0	0
MILLER, GREGG	1	1.5
MILLER, MIKE	1	1.5
MULLEY, BRADY	2	3
MURDOCH, NICK	0	0
MURDOCH, PRESTON	2	3
OGG, BRANT	3	4.5
PATRICK, SEAN	2	3
SCOTT, BILL	3	4.5
SPRAGG, CHUCK	3	4.5
SPRAGG, KYLE	3	4.5
SUKUT, JEFF	2	3

0

0

CALLS

EMS:	#	0
KARLA HENDERSON	0	0
TINA SPRAGG	0	0

FIRE CALL DURATION	1
FIRE CALL HOURS	58.5
TRAINING HOURS	38
TOTAL FIRE HOURS	96.5

TOTAL DEPT. HRS **96.5**

Total Water Usage Estimate 2,500 gallons

MARCH 27, 2019

Greybull Town Council
Town Hall
Greybull, WY 82426

RE: Greybull Days of '49

The Days of '49 Committee is, again, requesting permission for various activities planned for this year's celebration, June 6 through June 9, 2019. 2019 theme is **"GREYBULL NEEDS MORE COWBOYS"**.

Thursday, June 6, will be the Tug-of-War in front of Lisa's Restaurant. We would need Greybull Avenue blocked in front of the building from 6:00 P.M. to approximately 7:30 P.M.


Saturday, June 8, the Kiddies' parade will begin at 10:15 A.M. and the main parade at 10:30. We have applied for the proper permits for Thursday and Saturday with the Wyoming Highway Department. We would again ask for the parking being block off on the main block of Greybull Avenue during the parades for the safety of the pedestrians. When I received the proper permits back from the State, I will share with Jason Lampman.

We will also need Greybull Avenue, from the stop light to Railroad Avenue, blocked off Saturday late afternoon and evening for the dance. In case of inclement weather, we would like to reserve the Greybull Community Hall. If we have to move to the community hall, we would like 1st Avenue South blocked off just past their drive thru.

For the dance area, we are requesting a dumpster and extra garbage cans. We are finding the garbage cans are being used more than anything else.

We are also requesting our dumpsters at the Rodeo Grounds to be dumped three times a year free of charge.

Thank you,



Sherri Wilkinson-President
Cassie Wright-Vice President
Ronna Collingwood-Secretary Treasurer
Sara Schlattmann, Director

WATER AGREEMENT

For Temporary Use of Water

THIS AGREEMENT, made and entered into this _____ day of _____

20 19, by and between Wyo-Ben, Inc., PO Box 1072, Greybull, WY 82426

of _____ hereinafter referred to as
(name of company if applicable)

the Temporary Water "USER" and Town of Greybull, 24 South 5th St., Greybull, WY 82426
(water right holder's name)

_____ hereinafter referred to as "APPROPRIATOR."
(name of company if applicable)

WITNESSETH:

1. Upon receiving authority from the State Engineer, State of Wyoming, Appropriator shall deliver to the User, a total amount of 100 acre-feet
(number of gallons)
of water from the following described appropriation:

<u>2200RES</u> (Permit Number)	<u>Shell Reservior</u> (Name of Well, Ditch or Reservoir)
<u>10/20/1911</u> (Priority)	<u>Shell Creek</u> (Source of Supply)
<u>1948.95 acre-feet</u> (Amount of Appropriation)	<u>SW1/4SW1/4, Section 36, T53N, R88W</u> (Location of Record Point of Diversion of Ditch or Outlet of Reservoir or Well under this Appropriation)
<u>100%</u> (Portion of this Appropriation held by Water Appropriator)	<u>NE1/4SW1/4 Section 26, T53N, R91W</u> (Location of User's Point of Diversion)

2. The water to be supplied by Appropriator to the User shall be supplied at a maximum rate of 673 gpm
(gallons per minute)
with total daily diversion of 180,000 gpd
(gallons per day)

and said water shall be used for(Indicate where the water will be used and for what purpose and describe method and point of withdrawal, etc.):

Industrial purposes- dust abatement on length of haul road associated with bentonite mining. Water will be released from Shell Reservior into Shell Creek as needed to augment Wyo-Ben, Inc.'s direct flow water right (Wyo-Ben, Inc. Enlargement of the Shell Canal, Permit No. 7762ENL). Released stored water will be diverted from Shell Creek through the Shell Canal and then withdrawn from said canal through Wyo-Ben, Inc.'s pump located within Tract 49, T52N, R92W, Resurvey (NE1/4SE1/4, Section 16 (O.S.)) as indicated on the map accompanying Wyo-Ben, Inc.'s application for enlargement. Water will be applied to the road by truck.

OFFICE USE ONLY

This Agreement was received _____

Fee paid \$ _____

3. It is understood and agreed by the Appropriator that in order to satisfy the consumptive use-return flow formula set forth in Wyoming law, as it applies to direct flow appropriation, it will be necessary for the Appropriation to forego the use of up to double the amount of water diverted under this Agreement as specified in paragraphs 1 and 2, unless an adjustment is made in this requirement by the State Engineer.

4. Throughout the term of this Agreement, the User agrees that day to day water withdrawals hereunder shall be in such nearly even quantities as possible to the end that waste thereof shall not be created either by the User or by the Appropriator.

5. The User agrees to furnish one (1) copy of a sketch map, labeled as "Exhibit B" or any other map necessary for transmittal with this Agreement showing the User's proposed point of use, as well as location of the point of diversion, water right involved, and the temporary water user's point of diversion, if different from the appropriation point of diversion. The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township and range.

6. For and in consideration of the water to be furnished under the terms of this Agreement, the User agrees that Appropriator shall receive in payment thereof \$30.68 cents per M gallon, the foregoing to be *(optional)* full consideration for this Agreement and paid or performed by the User at its sole cost and expense.

7. This Agreement shall be in existence and binding upon the parties hereto for a term of two years from and after the date of approval by the State Engineer or until such time as the total amount of water contracted for has been supplied, whichever occurs first, but in no event shall exceed a period of two years from the date of approval by the State Engineer.

This Agreement is made pursuant to Wyoming Statute 41-3-110 authorizing the temporary acquisition of adjudicated or valid unadjudicated water rights for highway, railroad construction or repair, drilling operations or other temporary purposes by purchase, gift or lease by the User and providing for the method of said acquisition.

USER:

Signature _____
Title Mine Superintendent, Wyo-Ben, Inc.
Printed Name Dale Nuttal
Mailing Address PO Box 1072, Greybull, WY 82426
Phone _____ cell
Phone _____ business
Phone _____ home
e-mail _____

APPROPRIATOR:

Signature _____
Title Mayor
Printed Name Myles Foley
Mailing Address 24 South 5th St., Greybull, WY 82426
Phone _____ cell
Phone _____ business
Phone 307-765-9431 home
e-mail greybulladmin@wyonet.net

APPROVED

State Engineer of Wyoming

Date

INSTRUCTIONS

1. This form is to be used for Agreements involving adjudicated and valid unadjudicated water rights.

2. All locations required to be given under this agreement shall be described by legal subdivision, section, township and range.

3. The sketch map furnished should show the location of the ditch, pipeline or reservoir or well, the location of the source of supply of the appropriation involved and the location of the point of diversion, the location of the area of use and brief narrative giving a general description of the proposed temporary use.

4. One (1) fully executed Agreement shall be forwarded to the State Engineer's Office. Upon approval by the State Engineer, a fully executed copy will be returned to the parties to the Agreement.

5. Required size of sketch map is 8½ x 11", 8½ x 14" or multiples thereof.

6. If applicable, the signatures of both husband and wife are required on the Agreement.

7. A fee of Fifty (\$50.00) dollars must accompany each application.

8. Where irrigation rights are involved in any agreement, the right to divert water is limited to the historic irrigation period and when any type of right is involved, water can be used only when that right is in priority.

(This Agreement can only be honored during the historic irrigation period; therefore, if water is to be used in the non-irrigation period, an application for direct flow for temporary use would be in order.)

THESE LIMITATIONS TO APPLY TO AGREEMENTS USING DIRECT FLOW WATER FOR IRRIGATION PURPOSES.

NOTE: Temporary Water Use Agreements will be processed as expeditiously as possible, but you should allow at least 5 working days for the processing of these agreements.

**State Engineer's Office
4th floor, East Wing
Herschler Building
122 West 25th Street
Cheyenne, WY 82002**

ADVERTISEMENT FOR QUOTES

The Town of Greybull is accepting quotes for the purchase of a used chip spreader. Specifications can be obtained at Town Hall, 24 South 5th St, Greybull, by calling 307-765-9431 and speaking with Paul Thur or by email request to greybulladmin@wyonet.net. All quotes must be sealed, marked "Chip spreader" and submitted to Town Hall, 24 South 5th St., Greybull, WY 82426, by 5:00 pm, Friday, April 5, 2019. The public opening, review and possible award will be at the regular Council meeting at Town Hall on Monday, April 8, 2019 at 7:00 pm, or as the agenda allows. The Town of Greybull reserves the right to reject any and all bids.

/s/ Beverley Jacobs, Town Clerk

Publish: 3-28 & 4-4

Required Specifications

The Town of Greybull specifies the following criteria must be met for this equipment purchase and each item should be addressed by prospective vendors in their quotes:

- Make: None specified
- Model: None specified
- Year: None specified
- Condition: Used, low hours, factory rebuilt
- Engine: Cummins
- Transmission: 5 speed/reverse
- 2WD/4WD: 2WD
- Warranty: As provided by vendor
- Trade in: No
- Purchase: Paid on invoice
- Delivery to: 24 South 5th St, Greybull, WY 82426
- Other: The Town of Greybull is looking for a machine that is in a condition that will provide the highest probability of many more years of use with reasonable amounts of investment in repair and maintenance.

The Town of Greybull is accepting quotes for the purchase of a used chip spreader. Specifications can be obtained at Town Hall, 24 South 5th St, Greybull, by calling 307-765-9431 and speaking with Paul Thur or by email request to greybulladmin@wyonet.net. All quotes must be sealed, marked "Chip spreader" and submitted to Town Hall, 24 South 5th St., Greybull, WY 82426, by 5:00 pm, Friday, April 5, 2019. The public opening, review and possible award will be at the regular Council meeting at Town Hall on Monday, April 8, 2019 at 7:00 pm, or as the agenda allows. The Town of Greybull reserves the right to reject any and all bids.

ORDINANCE #829

AN ORDINANCE OF THE TOWN OF GREYBULL, BIG HORN COUNTY, WYOMING, ANNEXING REAL PROPERTY LOCATED EAST OF THE TOWN OF GREYBULL AND WEST OF BIG HORN COUNTY ROAD 28/BASIN GARDEN ROAD OWNED BY THE TOWN OF GREYBULL, BEING MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION AND MAP ATTACHED HERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF GREYBULL, BIG HORN COUNTY, STATE OF WYOMING THAT:

SECTION 1: Per Wyoming State Statute 15-1-407, "If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town".

SECTION 2: The real property more particularly described in the legal description and map attached hereto is solely owned by the Town of Greybull, petitioning town.

SECTION 3: The annexation of the real property more particularly described in the legal description and map attached hereto is in the best interest of the Town of Greybull and its citizens.

SECTION 4: All necessary legal requirements have been duly satisfied for the annexation of said real property.

SECTION 5: The real property described in the legal description and map attached hereto shall be and is hereby added to, taken into and made a part of the Town of Greybull, Big Horn County, Wyoming.

SECTION 6: Said real property shall have a zone designation of RURAL RESIDENTIAL.

SECTION 7: The Town shall file a copy of this ordinance and a plat provided by a land surveyor showing the boundaries of the real property annexed into the Town of Greybull with the Big Horn County Clerk, Big Horn County Assessor and the Wyoming Department of Taxation and Revenue, as prescribed by law.

SECTION 8: The territory and inhabitants, if any, of the above described real property are subject to all the laws, ordinances, rules and regulations of the Town and are entitled to all the rights, privileges and franchise or other services afforded the inhabitants thereof, as provided by Wyoming Statutes Section 15-1-410.

SECTION 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10: If any portion of this ordinance is held or found to be invalid, the remainder of the ordinance shall continue to be in full force and effect.

SECTION 11: This Ordinance shall take effect and be in full force and after having been published in the **GREYBULL STANDARD**.

Passed on First Reading: **March 12, 2018.**

Passed on Second Reading: **April 9, 2018.**

Passed, Approved, and Adopted on Third and Final Reading: **June 10, 2019.**

By: _____

Myles Foley - Mayor

ATTEST:

Beverley Jacobs - Town Clerk

STATE OF WYOMING)
) **ss.**
COUNTY OF BIG HORN)

The foregoing Ordinance was acknowledged before me by **Myles Foley**, Mayor of the Town of Greybull, by authority of the Town Council, this 11th day of June, 2019.

Witness my hand and official seal.

Notary Public

My Commission expires: _____

ORDINANCE #832

AN ORDINANCE CREATING CHAPTER 18.34 BY ADDING SECTIONS FOR ZONING IN A RURAL RESIDENTIAL DISTRICT TO READ AS FOLLOWS:

CHAPTER 18.34. – RURAL RESIDENTIAL DISTRICT (RRD)

18.34.010 – Purpose.

It is the purpose of the Rural Residential District to provide an environment for single-family dwellings free of the traffic, noise and density of other residential or commercial areas.

18.34.020 – Uses of right.

Uses of right shall be single-family dwellings and accessory buildings (exclusive of manufactured homes **and duplexes**), and public uses compatible with a residential environment.

18.34.030 – Conditional uses.

Conditional uses shall be **duplexes and** home occupations.

18.34.040 – Permitted Accessory Use.

Camper trailers or RVs (not to include manufactured homes) may be used as temporary living facilities during construction or remodeling of a primary residence on the same property. Duration of use of the temporary living facility shall not exceed six months from the date of approval of the Permitted Accessory Use permit by Planning and Zoning. If a time extension is required, prior to the expiration of the Permitted Accessory Use permit, the permittee shall approach Planning and Zoning and request an additional six-month permit. Only one additional six-month permit shall be issued (a maximum of one year of occupancy in a temporary living facility is allowed on a property). Temporary living facilities must meet all code requirements for dwellings regarding water and sanitary sewer service. All connections to town utilities must be approved by Public Works and comply with all regulations as described in this Code.

Preventing the freezing of utility lines must be considered (through skirting and/or heat trace) when developing and presenting the plan in the permit application to Planning and Zoning. All other applicable utility fees and tap fees for the property must be paid as described in this Code, and taps fees will be applied to the

permanent residence on the property. Temporary living facilities must be on the property (not on the street or alley) and meet all setback requirements.

18.34.050 – Relationship to building codes.

The Rural Residential District is included within fire zone No. 3 established in the International Building Code.

18.34.060 – Performance standards.

The following performance standards shall apply to all uses in the Rural Residential District:

A. Individual septic systems are permitted within this district.

~~A.B.~~ All lots shall be a minimum of 1.5 acres.

~~B.C.~~ All dwellings and accessory buildings shall be set back 75 feet from the street property line and 25 feet from all other property lines.

~~C.D.~~ Dwellings shall not be larger than 5,000 ft², includes living space and attached garage.

~~D.E.~~ No more than 2 accessory buildings shall be allowed on one property.

F. The total square feet of floor space of all accessory buildings on the property shall not be greater than ~~5,000~~3,000 ft².

~~E.G.~~ Accessory building design and color shall match that of the residence on the property.

~~F.H.~~ No structure shall exceed ~~35~~25 feet in height.

I. Roof pitches shall be between xx and xx.

J. Storage of commercial, or non-residential equipment and machinery is not allowed on any property within this district.

~~G.K.~~ All exterior lights shall be hooded, shielded or controlled in some manner so as not to cast light onto any other property.

~~H.L.~~ No livestock may be kept within the district.

M. Parking is prohibited on all streets and alleys within the district, inclusive of vehicles, trailers and campers.

18.34.070 – Conditional Use and Variance Appeals

Applications for Conditional Uses and Variances within the district shall follow procedures established in Town Code Chapters 18.48 and 18.56.

First Reading: March 12, 2018

Second Reading: April 9, 2018

Third Reading: ~~xxx~~June 10, ~~2018~~2019

Passed, approved, and adopted this ~~xx~~th-11th day of xx ~~2018~~2019.

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Beverley Jacobs, Town Clerk

ORDINANCE #839

**AN ORDINANCE FIXING THE TAX FOR THE TWELVE-MONTH PERIOD
ENDING JUNE 30, 2020**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
GREYBULL, WYOMING

SECTION 1. That the amount of tax necessary to meet the General Fund Expenditures for the twelve (12) month period ending June 30, 2020, shall be (8) mills of the assessed valuation of the Town of Greybull, Wyoming.

SECTION 2. That the Clerk is hereby instructed to make out and certify over the signature, and under the supervision of the Mayor, the tax levy to be assessed for the General Fund and Special Fund purposes, and to file the same with the County Clerk of the County of Big Horn on or before July 15, 2019.

First Reading: April 8, 2019

Second Reading: May 13, 2019

Third Reading: June 10, 2019

Passed, approved, and adopted this 10th day of June, 2019.

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Beverley Jacobs, Town Clerk

ORDINANCE #840

The Annual Appropriation Bill for the Year Ending June 30, 2020 Be It Ordained by the Town Council of the Town of Greybull, Wyoming

SECTION 1. That the following sums of money are hereby appropriated to defray expenses of the Town of Greybull, Wyoming, for the 12-month period beginning July 1, 2019, and ending June 30, 2020 to be funded by the following revenues:

ANTICIPATED REVENUES	
General Fund	\$ 1,410,845.00
Water Fund	\$ 1,242,200.00
Sewer Fund	\$ 1,913,600.00
Sanitation Fund	\$ 368,125.00
Capital Improvements	\$ 1,308,000.00
TOTAL ALL REVENUES	\$ 6,242,770.00

GENERAL FUND OPERATING EXPENDITURES	
Administration	\$ 244,805.00
Law Enforcement	\$ 599,050.00
Fire Department	\$ 28,750.00
Streets and Alleys	\$ 187,690.00
Municipal Judge	\$ 54,200.00
Mosquito Control	\$ 33,550.00
Parks and Recreation	\$ 103,250.00
Animal Control	\$ 22,200.00
Flood Control	\$ 23,950.00
Miscellaneous	\$ 62,200.00
Building Maintenance	\$ 12,500.00
Pool	\$ 38,700.00
TOTAL GENERAL FUND OPERATING EXPENDITURES	\$ 1,410,845.00

ENTERPRISE FUND OPERATING EXPENDITURES	
Water	\$ 1,242,200.00
Sewer	\$ 1,913,600.00
Sanitation	\$ 368,125.00
TOTAL ENTERPRISE FUND OPERATING EXPENDITURES	\$ 3,523,925.00

CAPITAL IMPROVEMENT EXPENDITURES	
Administration	\$ 250,000.00
Streets and Alleys	\$ 164,000.00
Parks and Recreation	\$ 162,500.00
Flood Control	\$ 710,000.00
Building Improvements	\$ 21,500.00
TOTAL CAPITAL IMPROVEMENT EXPENDITURES	\$ 1,308,000.00

TOTAL ALL EXPENDITURES	\$ 6,242,770.00
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First Reading: April 8, 2019
Second Reading: May 13, 2019
Third Reading: June 10, 2019

Passed, approved, and adopted this 10th day of June 2019.

/s/ _____
 Myles Foley, Mayor

ATTEST:

 Beverley Jacobs, Town Clerk
 Published: 6-20-19

ORDINANCE NO. _841_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE TOWN OF GREYBULL, WYOMING, OF ITS SEWER REVENUE BOND, SERIES 2019, DATED _____, 2019, IN THE PRINCIPAL AMOUNT OF \$934,000, FOR THE PURPOSE OF PAYING PART OF THE COST OF IMPROVING THE MUNICIPAL SEWER SYSTEM OF THE TOWN; PRESCRIBING THE FORM OF SAID BOND; PROVIDING FOR THE PLEDGE OF REVENUES TO PAY THE PRINCIPAL AND INTEREST THEREON; RATIFYING, APPROVING AND CONFIRMING PREVIOUS ACTIONS OF TOWN OFFICIALS AND MEMBERS OF THE GOVERNING BODY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Town of Greybull, Wyoming (the "Town") is an incorporated municipality duly organized and existing as a town under and by virtue of the constitution and laws of the State of Wyoming; and

WHEREAS, the governing body (the "Governing Body") of the Town has determined that it is necessary to remove and replace clay tile sanitary sewer pipe with PVC sanitary sewer pipe, install new manholes and replace service lines to customers' property lines, all pursuant to the provisions of Wyo. Stat. § 15-7-101(a)(iv) (the "Improvement Project"); and

WHEREAS, the estimated cost of the Improvement Project is the amount of \$1,627,200 and it is anticipated that the cost thereof will be paid by a loan from Rural Utilities Service, an agency of the United States Department of Agriculture (hereinafter "RUS") in the amount of \$934,000; a grant from RUS in the amount of \$565,000; and a contribution from the Town in the total amount of \$128,200; and

WHEREAS, the loan from RUS is in a principal amount that does not exceed the greater of (i) \$5,000,000 or (ii) an amount calculated by multiplying the number of individuals to be served by the municipal sewer system times \$1,200, and will be payable solely from revenues generated by the municipal sewer system of the Town and the security for the loan will be restricted to a claim on said revenues, and no approval of the electors of the Town is required; and

WHEREAS, to effect the loan from RUS, the Governing Body has determined to issue and sell its sewer revenue bond, at private sale, without advertisement, for not less than par and accrued interest; and

WHEREAS, the Town has now received from RUS (the "Purchaser") an offer to purchase the Town's sewer revenue bond in the principal amount of \$934,000, at private sale, in accordance with its "sophisticated investor" letter dated _____, 2019 (the "Investment Letter"), a copy of which is set forth in EXHIBIT A hereto and by this specific reference is made a part hereof, and the Governing Body has determined that this proposal is in the best interests of the Town; and

WHEREAS, the Governing Body has now determined to authorize the sale of the bond to the Purchaser, pursuant to the provisions of Title 15, Chapter 7, Wyo. Stat. (the "Act") and it is necessary to provide for the form of the bond and other details concerning its issuance;

BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF GREYBULL, WYOMING, THAT:

Section 1. Authorization. For the purpose of paying part of the cost of the Improvement Project, and to pay the costs and expenses of such procedures, the Town shall issue its “Sewer Revenue Bond, Series 2019,” in the principal amount of \$934,000, dated _____, 2019 (the “2019 Bond” or the “Bond”), and said Bond shall be, and the same is, hereby sold to the Purchaser, subject only to review and approval of bond counsel. The firm of Freudenthal & Bonds, P.C., of Cheyenne, Wyoming, is hereby designated to act as bond counsel for said issue.

Section 2. Sale of Bond; Approval and Execution of Documents. The Series 2019 Bond authorized herein to be issued shall be sold to the United States of America pursuant to the provisions of the Investment Letter set forth in Attachment A. The members of the Governing Body are hereby authorized to take such actions and execute and deliver such documents as may be necessary to give effect to this Ordinance and issue and deliver the Bond.

Section 3. Ratification and Approval of Prior Action. All actions heretofore taken by the officers and members of the Governing Body and administrative officials of the Town not inconsistent with the provisions of this Ordinance, relating to the authorization, sale, issuance and delivery of said Bond, are hereby ratified, approved and confirmed.

Section 4. Designation of Bond. The Town has not issued or effected the issuance of, and reasonably anticipates that the Town and all subordinate entities thereof have not and will not issue or effect the issuance of, more than Ten Million Dollars (\$10,000,000) aggregate face amount of tax-exempt obligations during the 2019 calendar year, and hereby designates the Series 2019 Bond as a “qualified tax-exempt obligation” as defined by Section 265(b)(3) of the Code.

Section 5. S.E.C. Rule 15c2-12. The Town has not prepared and will not disseminate any official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Town, the Projects or the Series 2019 Bond in connection with the sale of the Bond, and will not undertake any commitment under SEC Rule 15c2-12 to provide continuing disclosure of material information with respect to the Town, the Projects or the Bond. The purchase of the Bond falls within the exceptions to SEC Rule 15c2-12 (the “Rule”) in that none of the Rule requirements apply to municipal securities in authorized denominations of \$100,000 or more which are sold to not more than 35 knowledgeable and experienced investors who are not purchasing with a view to distributing the securities.

Section 6. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Paying Agent and the Registered Owner of the Bond, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent and the Registered Owner of the Bond.

Section 7. Ordinance Irrepealable. After said Series 2019 Bond has been issued, this Ordinance shall be irrepealable until both the principal of and the interest on said Bond shall be fully paid, satisfied and discharged.

Section 8. Repealer. All orders, bylaws, resolutions and ordinances, or parts thereof in conflict with this Ordinance are hereby repealed to the extent that they conflict with this Ordinance.

Section 9. Severability. Should any part or provision of this Ordinance ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Ordinance is severable.

Section 10. Recording. This Ordinance, after its passage and approval, shall be recorded by the Town Clerk in a book kept for that purpose, and said Ordinance shall be published as required by law.

Section 11. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication.

FIRST READING: April 8, 2019
SECOND READING: May 13, 2019
THIRD READING: June 10, 2019

TOWN OF GREYBULL, WYOMING

Mayor

ATTESTED:

Town Clerk

ATTACHMENT A

Section 1. Bond Details. The 2019 Bond shall be issued only as a fully registered Bond without coupons, in the principal amount of \$934,000, registered in the name of the United States of America Acting through the Department of Agriculture, c/o Finance Office, 1520 Market Street, St. Louis, MO 63103, as Registered Owner, with a schedule attached thereto showing the maturity of installments of principal, interest amounts and total payments. Unless the Town shall otherwise direct, the registered Bond shall be numbered R-001.

The Bond shall bear interest from date to maturity at the rate of _____
PERCENT (____%) per annum, payable annually on _____ (the "Payment Date(s)"), commencing _____, 2020, and principal of the Bond shall mature on said Payment Date each year, commencing _____, 2020, in the installments set forth below:

<u>Payment Dates</u>	<u>Principal Amounts</u>	<u>Interest Amounts</u>	<u>Total Payment</u>
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<u>Payment Dates</u>	<u>Principal Amounts</u>	<u>Interest Amounts</u>	<u>Total Payment</u>
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Upon payment of any maturing principal or any partial redemption of the Bond, the Registered Owner, in its discretion, may request the Town and the Bond Registrar to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of payment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Section 2. Payment of Bond; Paying Agent and Bond Registrar. The final principal installment of and final interest on the 2019 Bond are payable in lawful money of the United States of America to the Registered Owner of the Bond upon presentation to the Town Clerk, or his/her successor, as paying agent and bond registrar (the “Paying Agent” or the “Bond Registrar”). If any installment of principal of the Bond is not paid at or after maturity, it will continue to draw interest at the rate borne by such Bond until the principal is paid in full. Notwithstanding anything contained in this Ordinance to the contrary, interest on the Bond is payable to the person in whose name such Bond is registered, at his or her address as it appears on the registration books maintained by or on behalf of the Town by the Bond Registrar, at the close of business on the last day (whether or not a business day) of the calendar month next preceding each Payment Date (the “Record Date”), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Payment Date. Such payment shall be paid by check or draft of the Paying Agent mailed on the Payment Date (or, if such Payment Date is not a business day, on the next succeeding business day) to such Registered Owner at his or her address as it appears on such registration books. Any such interest not so timely paid or duly provided for will cease to be payable to the person who is the Registered Owner thereof at the close of business on the regular Record Date and will be payable to the person who is the Registered Owner thereof at the close of business on a Special Record Date. Such Special Record Date will be fixed by the Bond Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date will be given by first class mail not less than ten (10) days prior to the Special Record Date to each Registered Owner as shown on the Bond Registrar’s books on a date selected by the Bond Registrar. Alternate means of payment of interest may be used if mutually agreed to between the Registered Owner of the Bond and the Paying Agent.

Because the Bond is being purchased by the United States of America, payment of principal and interest will be made by the Paying Agent through the Preauthorized Debit (PAD) payment process and the Board will execute an RD 3550-28 Authorization Agreement prior to the delivery of the Bond.

Section 3. Prepayment of the Bond. The Town shall have the right and privilege of making extra payments or prepayments at any time, or of paying the entire Principal Balance of the 2019 Bond at any time, and in the event extra payments or prepayments are made, interest shall be charged thereafter only on the unpaid Principal Balance remaining due. In the event that the entire unpaid Principal Balance is paid prior to maturity, no advance interest or prepayment penalty shall be assessed except for interest due and payable on the unpaid Principal Balance to the date of payment in full. Advance, extra or prepayments shall not reduce the annual payments as herein provided, but will operate only to discharge the Bond at an earlier date.

Section 4. Form and Execution of Bond. The 2019 Bond shall be signed in the name and on behalf of the Town with the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk. The Clerk shall endorse a certificate on the Bond, stating that the same is issued pursuant and according to law, that the same is within the lawful debt limit of the Town and that said Bond has been duly registered in a book kept for that purpose in the office of the Clerk. Said certificate shall be signed with the manual signature of the Clerk. Should any officer whose manual signature appears on the Bond, or the certificate appearing thereon, cease to be such officer before delivery of the Bond to the Purchaser thereof, such manual signature shall nevertheless be valid and sufficient for all purposes.

The Bond and certificate shall be in substantially the following form:

No. R-001

\$934,000

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF WYOMING
TOWN OF GREYBULL, WYOMING
SEWER REVENUE BOND, 2019**

INTEREST RATE

MATURITY DATE
(See Attached Schedule)

**ORIGINAL
ISSUE DATE**
_____, 2019

**REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH
THE DEPARTMENT OF AGRICULTURE
c/o Finance Office
1520 Market Street
St. Louis, MO 63103**

**PRINCIPAL AMOUNT: NINE HUNDRED THIRTY-FOUR THOUSAND DOLLARS
(See Attached Schedule)**

The Town of Greybull, Wyoming, an incorporated municipality duly organized and operating under the Constitution and laws of the State of Wyoming, for value received, hereby acknowledges

itself indebted and promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date stated above, the installments of the Principal Amount specified above, and in like manner to pay interest on such installments of the Principal Amount from the Payment Date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated prior to _____, 2019, in which event this Bond shall bear interest from _____, 2019, at the Interest Rate per annum specified above (computed on the basis of an Actual/360-day year), payable annually on _____ each year, commencing on _____, 2019, until such Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly provided for or made. The final principal installment of and final interest on this Bond are payable in lawful money of the United States of America to the Registered Owner upon presentation to the Town Clerk of the Town of Greybull, Wyoming, or his/her successor, as paying agent and bond registrar (the "Paying Agent" or the "Bond Registrar").

If the Bond is owned by the United States of America, then payment of principal and interest will be made by the Paying Agent directly thereto.

REFERENCE IS HEREBY MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the authorizing Bond Ordinance until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN TESTIMONY WHEREOF, the Governing Body of the Town of Greybull, Wyoming, has caused this Bond to be signed by the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk, all as of the ____ day of _____, 2019.

TOWN OF GREYBULL, WYOMING

(Manual Signature)

Mayor

COUNTERSIGNED AND ATTESTED:

(Manual Signature)
Town Clerk

(Form of Bond Registrar's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Bond is the 2019 Bond described in the within mentioned Bond Ordinance. Attached hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bond, is on file with the undersigned.

**Date of Registration
and Authentication:**

**TOWN CLERK
TOWN OF GREYBULL, WYOMING
as Bond Registrar**

By: _____
Authorized Officer

(Form of Town Clerk's Certificate)

TOWN CLERK'S CERTIFICATE

I, the undersigned, the duly qualified, sworn and acting Town Clerk of the Town of Greybull, Wyoming, do hereby certify that the within Bond is issued pursuant and according to law, that the same is within the lawful debt limit of the Town and that said Bond has been duly registered in a book kept for that purpose in my office.

IN TESTIMONY WHEREOF, I have caused this Certificate to be executed with my official signature as of the ____ day of _____, 2019.

(Manual Signature)
Town Clerk

THIS 2019 BOND WAS ISSUED AND DELIVERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR OTHER SECURITIES LAWS, IN RELIANCE UPON THE AVAILABILITY OF AN APPROPRIATE EXEMPTION FROM ANY REGISTRATION OTHERWISE REQUIRED AND THE REPRESENTATION OF THE REGISTERED OWNER THAT THE 2019 BOND WAS BEING ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SAID 2019 BOND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED, OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE REGISTERED OWNER EXCEPT UPON THE ISSUANCE TO THE TOWN AND THE BOND REGISTRAR OF A FAVORABLE OPINION OF NATIONALLY RECOGNIZED MUNICIPAL BOND COUNSEL AND/OR SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THEM, IN EITHER CASE, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 OR OTHER APPLICABLE LAW.

income thereon, to pay the maturing installments of principal and interest on the Bond, when the same become due and payable, respectively, all as is more particularly set forth in the Bond Ordinance. (Net Revenues is defined as the gross income and revenue of the Town's municipal sewer system less amounts [excluding current depreciation balances or depreciation expenses appertaining to said facilities] necessary for the operating and maintaining of the Town's municipal sewer system.) If necessary, payment of principal and interest on the Bond shall be made from the "2019 Sewer Revenue Bond, Reserve Fund" (the "Reserve Fund") created for such purpose, all as more particularly set forth in the authorizing Bond Ordinance, and Pledged Revenues shall also include amounts on deposit in said Reserve Fund. The installments of principal of this Bond are equitably and ratably secured by a lien on said Pledged Revenues and such Bond constitutes an irrevocable and first lien but not an exclusive first lien on said Pledged Revenues.

NEITHER THIS BOND, NOR THE INTEREST HEREON, CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

Additional bonds or other obligations, subject to expressed conditions, may be issued and made payable from the Net Revenues having a lien thereon on a parity with the lien of the Bond, in accordance with the provisions of the Bond Ordinance.

Reference is made to the Bond Ordinance and any and all supplements thereto for any additional description of the nature and extent of the security for the 2019 Bond, the funds or revenues pledged, the nature and extent and manner of revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Owner of the Bond with respect thereto, the terms and conditions upon which the Bond is issued, and a statement of rights, duties, immunities and obligations of the Town, and other rights and remedies of the Owner of the Bond.

Installments of principal of the 2019 Bond are subject to optional redemption as set forth in the Bond Ordinance.

Upon payment of any maturing principal or any partial redemption of this Bond, the Registered Owner shall make an appropriate notation on this Bond indicating the date and amount of payment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

The Bond shall not be transferable or exchangeable, except as set forth in the Bond Ordinance.

Schedule

<u>Payment Dates</u>	<u>Principal Amounts</u>	<u>Interest Amounts</u>	<u>Total Payment</u>
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Section 5. Issuance of Serial Bonds. Initially, the amount of the loan from RUS shall be evidenced by a single Bond, as hereinbefore provided, and the Town hereby covenants to comply with all regulations of the United States of America, Rural Utilities Service, applicable thereto.

At the request of the Owner of the single Bond, the Town may issue serial registered bonds in exchange for and upon surrender of the single Bond, in the denomination of \$1,000 each or any integral multiple thereof, in the aggregate principal amount equal to the amount of the outstanding unpaid principal of the single Bond. The cost and expense of conversion to such serial bonds shall be paid by the Owner of the single Bond.

As the single Bond has been sold by the Town to the United States of America in a private placement, no Official Statement or other offering material has been prepared relating to the Bond. If the single Bond is converted to serial bonds for the purpose of sale to others, the Owner of the single Bond will bear the cost and expense of such disclosure and will comply with applicable requirements of law and the Town and the Bond Registrar shall receive an opinion of nationally recognized municipal bond counsel that the sale or transfer of the Bond shall not be in violation of the Securities Act of 1933 or other applicable law.

Section 6. Authentication. The 2019 Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The Bond Registrar's certificate of authentication on the Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar.

Section 7. Delivery of Bond. Upon the adoption of this Ordinance, the Town shall execute the 2019 Bond and deliver it to the Bond Registrar, and the Bond Registrar shall authenticate the Bond and deliver it to the Purchaser thereof, as directed by the Town.

Section 8. Registration, Transfer and Exchange of Bond; Person Treated as Owner. The Bond Registrar shall maintain the books of the Town for the registration of ownership of the 2019 Bond as provided in this Ordinance. Subject to applicable requirements of law and the requirement that the Bond shall not be sold or otherwise transferred until the Town and the Bond Registrar shall have received an opinion of nationally recognized municipal bond counsel that the sale or transfer of the Bond shall not be in violation of the Securities Act of 1933 or other applicable law, the Bond may be transferred upon the registration books upon delivery of the Bond to the Bond Registrar, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Owner of the Bond to be transferred or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee. No transfer of the Bond shall be effective until entered on the registration books.

In all cases of the transfer of the Bond, the Bond Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Ordinance. The Town shall pay for every such transfer an amount sufficient to reimburse the Bond Registrar for its reasonable fees and the Bond Registrar may charge the Owner of such Bond an amount for any tax or other governmental charge required to be paid with respect to such transfer.

The Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series and maturity in authorized denominations. The Town shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by the Town of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Town, the Paying Agent and the Bond Registrar shall not be required to transfer or exchange the Bond: (1) during a period beginning on the Record Date and ending at the close of business on the ensuing Payment Date, or (2) during the period beginning on any date of selection of installments of principal of the Bond to be redeemed and ending on the day on which the applicable notice of redemption is given.

New Bonds delivered upon any transfer shall be valid special, limited obligations of the Town, evidencing the same obligation as the Bond surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

The Town, the Paying Agent and the Bond Registrar may deem and treat the Registered Owner of any Bond as the absolute Owner thereof for all purposes (whether or not such Bond shall be overdue), and any notice to the contrary shall not be binding upon the Town, the Paying Agent, or the Bond Registrar.

Section 9. Cancellation of Bond. Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Ordinance, and upon payment of the principal amount and interest represented thereby, or whenever any outstanding Bond shall be delivered to the Bond Registrar for transfer or exchange pursuant to the provisions hereof, such Bond shall be canceled and returned by the Bond Registrar to the Town for retention and later destruction in accordance with the laws of the State of Wyoming.

Section 10. Lost, Stolen, Destroyed or Mutilated Bond. Any Bond that is lost, stolen, destroyed, or mutilated, may be replaced or paid by the Bond Registrar in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Bond Registrar.

Section 11. Registration by Town Clerk. The Town Clerk shall keep a book in which shall be registered the 2019 Bond, showing the information required by law and shall endorse upon said Bond a certificate of such registration.

Section 12. Additional Bonds or Other Obligations. No additional bonds shall be issued payable from the income and revenue of the Town's municipal sewer facilities and having a lien upon the Net Revenues which is superior to the lien of the 2019 Bond authorized herein.

However, nothing contained in this Ordinance shall be construed in such manner as to prevent the issuance by the Town of additional bonds or other obligations payable from the Net Revenues and constituting a lien upon said Net Revenues equal to or on a parity with the lien of the Bond authorized herein; provided the Net Revenues derived from the operation of the municipal sewer facilities (Net Revenues is defined as the gross income and revenue of the facilities less amounts [excluding current depreciation balances or depreciation expenses appertaining to the facilities] necessary for operation and maintenance thereof) for the fiscal year preceding the year in which such parity bonds or other obligations are to be issued was one hundred twenty-five percent (125%) of the combined average annual debt service requirements on the then outstanding aggregate principal amount of the 2019 Bond authorized herein and the additional bonds or other obligations to be

issued. If rates and charges have been increased during the previous fiscal year, then the Net Revenues can be determined by applying the new rates and charges to the quantities of service actually furnished during such previous fiscal year. In addition, the Town shall be in compliance with all the provisions of this Ordinance. However, the limitations relating to the issuance of additional parity lien bonds or other obligations may be waived or modified by the written consent of the Bond Owner.

Section 13. Disposition of Bond Proceeds. The 2019 Bond authorized herein shall be sold and delivered solely for the purpose of providing funds for paying part of the cost of extending and improving the municipal sewer system of the Town and all other costs and expenses incident thereto. The Bond shall be delivered to the Purchaser thereof at the agreed purchase price, being an amount not less than the par value of the Bond and accrued interest, if any, to the date of delivery. The proceeds shall not be applied to any purpose other than those for which the Bond was issued. Any accrued interest received from the sale of the Bond shall be deposited in the interest and sinking fund of the Town. Neither the original Purchaser of the Bond nor any subsequent Owner shall be responsible for the funds derived from the sale thereof.

All or any portion of the Bond proceeds may be temporarily invested, or reinvested, pending such use, in securities or obligations which are lawful investments for such Town in the State of Wyoming. It is hereby covenanted and agreed by the Town that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the Town or the Projects financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full of the Bond, until the date on which all obligations of the Town in fulfilling the above covenant under the Code have been met.

Section 14. Payment of Interest and Principal.

A. Pledge Securing Bond. The Pledged Revenues (as defined hereinbefore in the form of the 2019 Bond) and all moneys and securities paid to or held in any fund are hereby pledged to secure the payment of the principal of and interest on the Bond; and this pledge shall be valid and binding from and after the date of the first delivery of the Bond and the moneys, to be received by the Town and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The installments of principal of the Bond are equitably and ratably secured by a lien on said Pledged Revenues and such Bond constitutes an irrevocable and first lien (but not necessarily an exclusive first lien) on said Pledged Revenues.

B. Bond Fund. A special trust account is authorized hereby to be established by the Town and maintained by the Paying Agent and known as the "2019 Sewer Revenue Bond, Bond Fund" (the "Bond Fund"). So long as any installments of principal of the Bond are outstanding, the Pledged Revenues are to be deposited into the Bond Fund as hereinafter provided in Section 15.

(1) Use of Moneys in the Bond Fund. Moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bond.

C. Reserve Fund. A special trust account is authorized hereby to be established by the Town and maintained by the Paying Agent and known as the "2019 Sewer Revenue Bond, Reserve Fund" (the "Reserve Fund"). There shall be deposited into said Reserve Fund (i) moneys as hereinafter in this Section provided, (ii) the amount specified in any supplemental ordinance creating

a series of additional bonds, and (iii) all other moneys received by the Paying Agent when accompanied by directions not inconsistent herewith that such moneys are to be paid into the Reserve Fund.

The Reserve Fund shall be used solely for the payment of principal of and interest on the Bond authorized herein in the event moneys in the Bond Fund are insufficient to make such payments when due, whether on a Payment Date or maturity date. Moneys in the Reserve Fund used for such purpose shall be restored to the account as soon as possible. If on any Payment Date the amount in the Reserve Fund is greater than the 2019 Bond Reserve Requirement (as hereinafter defined), such excess shall be transferred to the Bond Fund; provided, however, that the amount remaining in the Reserve Fund immediately after such transfer shall not be less than the 2019 Bond Reserve Requirement. On the final maturity date of the Bond, any moneys in the Reserve Fund shall be retained by the Town for operation and maintenance of the Improvement Project.

The Reserve Fund shall be established and funded in the total amount of \$_____ (the “2019 Bond Reserve Requirement”). The Town shall deposit the full amount into the Reserve Fund on _____. No additional payments need be made into the Reserve Fund so long as the deposit therein shall equal or exceed the 2019 Bond Reserve Requirement.

Moneys in the Reserve Fund may be invested in direct obligations of the United States Government or in obligations or securities of any agency or instrumentality thereof, and the interest from such investment shall also be considered as Pledged Revenues.

Section 15. Administration of Funds and Accounts. The funds and accounts established in Section 15 are to be administered as follows:

A. Places and Times of Deposits. The above accounts and funds are to be separately maintained as book accounts, kept separate from each other and all other accounts, solely for the purposes designated and the moneys accounted for in such special book accounts shall be deposited in a commercial bank or banks or in savings and loan associations or invested as determined by the Governing Body in accordance with applicable law. Each periodic payment is to be credited to the proper account not later than the date designated, except that when any date is a Saturday, a Sunday, or a legal holiday, then the payment is to be made on or before the next preceding business day.

B. Investment of Money. Any moneys in any fund or account designated herein may be invested or reinvested in any securities or other obligations, which at the time of investment are legal investments for the funds proposed to be so invested, as provided in Wyo. Stat. §9-4-831 (herein “Investment Securities”). Such Investment Securities either are to be subject to redemption at any time at a fixed value at the option of the holder thereof, or are to mature, not later than the day prior to the date or respective dates on which the proceeds are to be expended. For the purpose of the above requirements, Investment Securities are deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations. The Governing Body is to specify the securities in which such investments and reinvestments will be made and, to the extent consistent with the other provisions of this Ordinance, the times and prices of their purchase and sale.

C. Accounting for Investments. The Investment Securities purchased as investment of moneys in any fund or account are to be deemed at all times to be part of that fund or account, and the interest accruing thereon and any profit realized therefrom are to be credited to the fund and any loss resulting from such investment shall be charged to the fund. Investment Securities purchased as an investment of moneys in any fund or account are to be presented for redemption or sale at the prevailing market price whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 16. Covenants of the Governing Body and the Town. The Governing Body, on behalf of the Town, makes the following covenants with the Owner of the Bond:

A. Performance of Covenants. The Town covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance, in the Bond and in all proceedings of the Town, as the case may be, pertaining thereto. The Town represents that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bond and to execute this Ordinance, to pledge the Pledged Revenues in the manner and to the extent herein set forth, that all actions on its part required for the issuance of the Bond and the execution and delivery of the Ordinance have been duly and effectively taken or will be duly taken as provided herein, and that this Ordinance is a valid and enforceable instrument of the Town and that the Bond in the hands of the Owner thereof is and will be a valid and enforceable special, limited obligation of the Town according to the terms thereof.

B. Payment of Principal and Interest; Other Payments. The Town will promptly pay or cause to be paid the principal of and interest on the Bond issued hereunder according to the terms hereof. The principal and interest payments are payable solely from the Pledged Revenues, which are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified. Nothing in the Bond or in this Ordinance shall be considered or construed as pledging any funds or assets of the Town other than those pledged hereby or creating any liability of the Governing Body's members, employees or other agents.

The Town shall pay, into the Bond Fund, of the interest and principal coming due with respect to the Bond on _____, 2020, and each _____ thereafter until the Bond is paid in full, one hundred percent (100%) shall be deposited on or before _____ of each year.

After the payments hereinabove referred to have been made, any remaining Net Revenues of the sewer facilities shall be used (i) to replenish the Reserve Fund, (ii) to pay other obligations having a lien on the revenues of the sewer facilities subordinate to the lien of the Bond authorized by this Ordinance and (iii) for any lawful purpose of the Town.

In the event any moneys in the Reserve Fund are transferred to the Bond Fund pursuant to Section 14 hereof, the Town will replenish the Reserve Fund in the amount of such withdrawal, within 30 days of said withdrawal, from Net Revenues of the sewer facilities, or any other legally available moneys of the Town.

In the event the Town shall fail to make any of the payments required by this Section, the item or installment in default shall continue as an obligation of the Town until the amount in default shall have been fully paid and the Town agrees to pay the same.

C. Additional Bonds. The Town will not issue any additional bonds or other obligations having a lien on the Pledged Revenues superior to or on a parity with the lien of the Bond without satisfaction of the requirements set forth in Section 12 hereof.

D. Conditions Precedent. Upon the date of issuance of the Bond, the Town hereby covenants that all conditions, acts, and things required by the Constitution or statutes of the State of Wyoming or by the Act or by this Ordinance to exist, to have happened, or to have been performed precedent to or in the issuance of the Bond shall exist, have happened and have been performed.

E. Performance of Duties. The Town shall faithfully and punctually perform or cause to be performed all duties with respect to the Net Revenues and the Town's sewer facilities required by the Constitution and laws of the State of Wyoming and the various resolutions and ordinances of the Town, including, without limitation, the proper segregation of the Net Revenues.

F. Efficient Operation and Operation. The Town shall at all times cause its sewer facilities to be properly operated in a sound and economical manner; and the Town shall maintain, preserve and keep the same properly or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the sewer facilities may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the sewer facilities shall be reasonable and not substantially more than would be paid by other bodies corporate and politic for similar services.

G. Compliance with Laws, etc. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and the Act, and all laws supplemental thereto and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to its sewer facilities, or to the Town, as the case may be.

H. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of its sewer facilities, or upon any part thereof, or upon any portion of the Pledged Revenues, when the same shall become due (provided that with respect to assessments or to other governmental charges that may lawfully be paid in installments over a period of years, the Town shall be obligated to pay only such installments as may have become due during the term of this Ordinance), and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to its sewer facilities or any part thereof, except for any period during which the same is being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien or charge upon its sewer facilities, or any part thereof, or upon the Pledged Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond, and except as herein otherwise permitted. The Town shall satisfy and discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon its sewer facilities, or any part thereof, or the Pledged Revenues; but nothing herein requires the Town to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

I. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any installments of principal of the Bond remains outstanding, unless an acceptable entity under the Code or unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Town and is obligated by law to operate and maintain its sewer facilities and to fix and collect the revenues as herein provided without adversely affecting to any substantial degree at anytime the privileges and rights of the Owner of the Bond.

J. Competent Management. The Town shall employ or enter into contract(s) for the services of experienced and competent management personnel for its sewer facilities and shall operate the sewer facilities for the Town, subject to the reasonable control and direction of the Town.

K. Rates and Charges. The Town covenants and agrees to cause its sewer facilities and other auxiliary services to be operated as revenue producing facilities on a nondiscriminatory basis and, in each fiscal year to charge such fees and rates for such facilities and services and to exercise such skill and diligence as to provide Net Revenues which equal at least 125% of the average annual principal and interest requirements payable with respect to the 2019 Bond in such fiscal year and any other parity debt obligations.

L. Budgets. The Town shall annually and at such other times as may be provided by law prepare a budget relating to its sewer facilities and the operation of the Town. Thirty (30) days prior

to the beginning of each Fiscal Year, the Town shall submit the budget and projected cash flow to the Owner of the Bond. With the submission of the annual budget, the Town shall also provide a current rate schedule for its sewer system and a current listing of the members of its Governing Body and their terms.

M. Insurance. The Town shall at all times maintain, or cause to be maintained, fire and extended coverage insurance, worker's compensation insurance, replacement cost insurance, fidelity insurance, general liability insurance, medical liability insurance and all such other insurance as is customarily maintained with respect to facilities of like character against loss of Net Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the Town and of the Owner of the Bond or any other security payable from the Pledged Revenues.

N. Damage, Destruction and Condemnation. If the Town's sewer facilities are damaged or destroyed or if title to, or the temporary use of, the facilities shall have been taken under the exercise of the power of eminent domain, insurance proceeds or condemnation awards, as the case may be, shall be used either to repair to replace the facilities or redeem principal installments of the Bond pursuant to Section 4 hereof.

O. Impairment of Contract. The Town agrees that any law, resolution, ordinance or other action of the Town in any manner affecting the Pledged Revenues or the Bond, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any installments of principal of the Bond outstanding, unless such principal of the Bond has been discharged in full or provision has been fully made therefor, or unless the consent of the Bond Owner has been obtained.

P. Disposition of Facilities. As long as any installments of principal of the Bond remain outstanding, the Town covenants and agrees that it will not lease, sell or dispose of the sewer facilities without applying the net proceeds thereof to redeem the appropriate installments of principal of the Bond pursuant to Section 4 thereof.

Q. Financial Statements and Reports. The Town will furnish or cause to be furnished to the Registered Owner of the Bond:

(a) Management Reports. Each Fiscal year the Town shall provide a management report which includes at a minimum a Balance Sheet and an Income and Expense Statement.

(b) Other Data. With reasonable promptness, the Town shall provide any other financial data as the Registered Owner of the Bond may reasonably request.

R. Tax Covenant. The Town covenants and agrees that it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bond under the Code. The Town further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bond or any other funds of the Town to be used directly or indirectly in any manner, the effect of which would be to cause the Bond to be an "arbitrage bond" within the meaning of the Code or would result in the inclusion of the interest on any of the installments of principal of the Bond in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds, if any, or (ii) the use of the proceeds of the Bond in a manner which would cause the Bond to be a "private activity bond", within the meaning of the Code.

Section 17. Events of Default. Each of the following constitutes an "Event of Default", that is, if:

- A. Nonpayment of Principal. Payment of an installment of principal of the Bond is not made when due at maturity or upon prior redemption.
- B. Nonpayment of Interest. Payment of interest on the Bond is not made when due.
- C. Incapable to Perform. The Town is not capable of fulfilling its obligations hereunder.
- D. Default of any Provision. The Town defaults in the punctual performance of its covenants under this Ordinance for 60 days after written notice shall have been given to the Town by the Owner of the Bond.

Upon the happening and continuance of any of the Events of Default as provided herein, then and in every case the Owner of the Bond, including but not limited to a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees, in their capacity as such, to protect and enforce the rights of the Owner of the Bond under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained in this Ordinance or in an award or execution of any power therein granted for the enforcement of any power or legal or equitable remedy as such Owner may deem most effectual to protect and enforce said rights, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of the Bond Owner, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Bond. The failure of such Owner so to proceed shall not relieve the Town or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of the Owner (or trustee thereof) is in addition and cumulative to any other right or privilege thereof.

IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO THE OWNER AS DESCRIBED ABOVE, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT ALLOWED BY LAW, THE OWNER MAY DECLARE AN AMOUNT EQUAL TO THE PRINCIPAL AND ALL ACCRUED INTEREST ON THE BOND AND OTHER AMOUNTS PAYABLE UNDER THIS ORDINANCE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT PRESENTMENT, DEMAND, PROTEST OR OTHER NOTICE OF ANY KIND ALL OF WHICH ARE EXPRESSLY WAIVED BY THE TOWN.

Upon the happening of any of the events of default as provided above, the Town, in addition, shall do and perform all proper acts on behalf of and for the Owner of the Bond to protect and preserve the security created for the payment of the principal of and interest on said Bond promptly as the same become due. So long as any installments of the Bond, either as to principal or interest, are outstanding and unpaid, the Town needs to pay the Pledged Revenues to the Paying Agent for deposit into the Bond Fund and the Reserve Fund, when necessary, for use for the purposes therein provided. In the event the Town fails or refuses to proceed as provided in this Ordinance, the Owner of the Bond, after demand in writing, may proceed to protect and enforce the rights of the Bondowner as hereinabove provided.

The Owner of said Bond may, either at law or in equity, by suit, action, mandamus or other appropriate proceedings in any court of competent jurisdiction, protect the lien created by this Ordinance on the Pledged Revenues and may by suit, action, mandamus or other appropriate proceeding or proceedings enforce and compel the performance of any duty imposed upon the Town by the provisions of this Ordinance.

Section 18. Defeasance. The Town has the right to prepay the Principal Balance of the Bond, in whole or in part, at any time without penalty, pursuant to the provisions of Section 4 hereof. **The Town does not have the right to defease the Bond.**

Section 19. Amendment of Ordinance. This Ordinance may be amended, without receipt by the Town of any additional consideration, but only with the written consent of the Owner of the Bond.

EXHIBIT A

ORDINANCE #842

AN ORDINANCE REPEALING CHAPTER 18.48 IN ITS ENTIRETY AND REPLACING CHAPTER 18.48, TO READ IN ITS ENTIRETY AS FOLLOWS:

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREYBULL, WYOMING

- **CHAPTER 18.48. - CONDITIONAL USES**

- **18.48.010 - Application—Filing.**

Applications for conditional use zoning compliance permits shall be filed with the clerk at least ten days before a regular commission meeting. Applications filed before a meeting but after this deadline shall not be considered until the following meeting.

(Ord. 517 Ch. 11 § 1, 1978)

- **18.48.020 - Application—Contents.**

The application shall be made in two copies and shall include the following material:

A.

A location map or other easily identifiable description;

B.

A sketch plan showing the dimensions of the proposed structures and the parcel on which they are located. All setbacks shall be indicated, parking or recreation areas shown, access points to public ways shown, and the construction and appearance of the structures described graphically or in writing.

(Ord. 517 Ch. 11 § 2, 1978)

- **18.48.030 - Action by commission.**

Upon its initial consideration of a conditional use zoning compliance permit application the commission may:

A.

Approve the application subject to conditions;

B.

Request further information including site plans or drawings or other material relating to the proposed development and its environs;

C.

Determine that a public hearing should be held and set a date for that hearing.

(Ord. 517 Ch. 11 § 3, 1978)

- **18.48.040 - Approval subject to findings.**

Approval of conditional use zoning compliance permits shall be given only after the commission determines that:

A.

The town can provide water, sewerage, police and fire protection, garbage pickup and other services to the proposed development;

B.

The proposed development is in accord with the purpose for which the zoning district in which it is located was established; and

C.

The proposed development will pose no hazards due to danger of fire or explosion, traffic congestion, noise, excessive light, glare, or dust, air or water pollution, excessive stormwater runoff or other factors.

(Ord. 517 Ch. 11 § 4, 1978)

- **18.48.050 - Notice of hearing.**

When the commission determines that a public hearing should be held, the applicant shall be required to notify all adjacent landowners of the hearing date, time and place and to publish a notice briefly stating his or her plans and the hearing date, time, and place in the official town newspaper.

(Ord. 517 Ch. 11 § 5, 1978)

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

If any portion of this ordinance is held or found to be invalid, the remainder of the ordinance shall continue to be in full force and effect.

This Ordinance shall take effect and be in full force and effect after having been published in the GREYBULL STANDARD.

Passed on First Reading: **April 8, 2019.**

Passed on Second Reading: **May 13, 2019.**

Passed, Approved and Adopted on Third and Final Reading: **June 10, 2019.**

TOWN OF GREYBULL, WYOMING
A Municipal Corporation

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Beverley Jacobs, Town Clerk

ORDINANCE #843

AN ORDINANCE REPEALING CHAPTER 18.56 IN ITS ENTIRETY AND REPLACING CHAPTER 18.56, TO READ IN ITS ENTIRETY AS FOLLOWS:

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREYBULL, WYOMING

CHAPTER 18.56. - VARIANCES

18.56.010 - Applicability.

Planning and zoning commission may make a recommendation to the town council on a variance relieving the rigid application of the performance standards of this division. Variances shall not be issued allowing new or additional uses within a zoning district.

(Ord. No. 766, 6-8-2009; Ord. 517 Ch. 12 § 1, 1978)

18.56.020 - Procedures.

The procedure of applying for a variance and the manner of dealing with it by the planning and zoning commission shall be the same as provided for conditional use zoning compliance permit applications in [chapter 18.48](#), except that the application shall contain, in addition to the location map and sketch plan, a clear statement citing the performance standard from which a variance is sought and the reasons for which it is sought and shall be approved by town council.

(Ord. No. 766, 6-8-2009; Ord. 517 Ch. 12 § 2, 1978)

18.56.030 - Approval subject to findings.

Approval of variances shall be given only after the planning and zoning commission determines that:

A.

Without the variance the owner will be deprived of any significant beneficial use of his or her property; and

B.

The variance is necessitated by conditions unique to the site or circumstances of the proposed use.

(Ord. No. 766, 6-8-2009; Ord. 517 Ch. 12 § 3, 1978)

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

If any portion of this ordinance is held or found to be invalid, the remainder of the ordinance shall continue to be in full force and effect.

This Ordinance shall take effect and be in full force and effect after having been published in the GREYBULL STANDARD.

Passed on First Reading: **April 8, 2019.**

Passed on Second Reading: **May 13, 2019.**

Passed, Approved and Adopted on Third and Final Reading: **June 10, 2019.**

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

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Beverley Jacobs, Town Clerk

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
TOWN OF GREYBULL**

This General Service Contract ("Contract"), dated March 29, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **TOWN OF GREYBULL** ("Customer"), for electric service for Customer's POOL operation at or near 535 1st Ave., South, Greybull, Wyoming.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 120/208 volt, three-phase electric service to the Customer facilities.
- 2. Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 12 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
- 3. Extension Costs.** Company agrees to invest \$1,039.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. **(Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)**

— **Refund Option.** The total Customer Advance for this work is \$12,246.00, and the **balance due is \$12,246.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer

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Paid Costs allocable to the **shared** Improvements for four (4) additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$11,996.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$76.83 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 25 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** None



FEMA

R8-MT

March 29, 2019

Lynn Budd, Director
State of Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, WY 82009

Attention: Melinda Gibson, State Hazard Mitigation Officer

Re: PROJECT APPROVAL – FEMA DR-4327-WY, HMGP Project 2R – Greybull South-end
Levee Improvements Project

Dear Ms. Budd:

The above referenced HMGP project is approved for funding. The total federal share for the project is \$514,683. The Recipient must award the project within 45 days from the date of this letter. The sub-recipient must then begin the project immediately.

The period of performance (POP) for disaster 4327 ends August 5, 2021. Please ensure that all approved activities are completed by the end of the grant POP. Closeout documentation must be submitted to FEMA within 90 days of project completion. When the Recipient extends sub-grant periods of performance (POPs), changing the approved work schedule, FEMA must be informed either by letter or in the quarterly report. Also, subgrant POPs must be monitored closely to ensure individual sub-grant POPs are not approved beyond the grant POP. If the approved activities cannot be completed within the approved period of performance, a written request for a time extension, with supporting documentation, must be submitted for review at least 60 days prior to the end of the original performance period. Quarterly reports must be completed until the project is officially reconciled by FEMA. Quarterly performance and financial reports are due on January 31, April 30, July 31, and October 31. Please provide a copy of your levee operations and maintenance plan at project closeout.

Enclosed are environmental document(s) applicable to this project. Please be aware of the seven (7) conditions outlined in the Record of Environmental Consideration (REC) and Finding of No Significant Impact (FONSI). In addition, the applicant must implement all Best Management Practices (BMP), Mitigation measures and Compliance requirements identified in Sections 5 and 6 (pages 40 thru 45) of the referenced USACE Final Environmental Assessment and FONSI. In your award letter to the sub-recipient, please send them a copy of these documents and make them aware of the importance of complying with all conditions written in the (REC).

Lynn Budd
March 29, 2019
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As you know, a change to the approved scope of work (SOW) requires prior approval from FEMA. Any changes to the design, permitting, or construction of the project as described in the REC must be reported to FEMA and will require additional environmental review. Any correspondence between the sub-recipient and federal, state or local agencies related to environmental issues post award must also be reported. Failure to comply with all conditions could delay or jeopardize federal funding and the success of the project.

It is also the responsibility of the sub-recipient to monitor the environmental conditions stated in the environmental documents and report compliance in their quarterly reports. Once the project is complete and ready to be submitted for closeout, FEMA requires a written description of how the environmental conditions were met, a signed copy of the attached Environmental Closeout Declaration form, and any copies of required permits not previously submitted with quarterly reports.

We will work closely with you and your staff to ensure the success of the project. FEMA's goal is for all approved projects to begin immediately and to be completed within their original performance periods. Please be aware that this project and future projects may be disallowed for non-performance per 2 CFR Part 200.338, or for violation of any federal, state, or local environmental law or regulation.

If you have any questions or concerns regarding the award of this project, please call Daniel Jones, Wyoming's program manager, at 303-231-1887.

Sincerely,

Michael E. Hillenburg
HMA Branch Chief

Enclosures:

Obligation Report for 2R

Record of Environmental Consideration

FEMA FONSI

Mitigation measures and Compliance requirements identified in Sections 5 and 6 of the USACE – Final EA and FONSI

Environmental Closeout Declaration Form

Environmental Closeout Instructions