

AGENDA
Regular Council Meeting – 6:00 pm
January 8th, 2024

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

PUBLIC RELATIONS

- Walt Rivers – Short-term rentals

REPORTS

Administrator	Municipal Court	BHRJPB
Public Works	Engineer	
Law Enforcement	Fire Department	
Emergency Mgmt	Planning & Zoning	

PUBLIC COMMENT – (Remarks limited to 5 minutes)

AGENDA ADDITION/DELETIONS/ADOPTION

HEARINGS

- Water
- Mayoral Appointments
- Motion to Approve for Advertising – Liquor License Renewals
- Request to relinquish tap

UNFINISHED BUSINESS

- ORD #882 – Sewer Rates – 3rd reading
- ORD #883 – Sanitation Rates – 3rd reading
- ORD #884 – Court Costs – 3rd reading
- ORD # 885 – Short – term rentals – 3rd reading

NEW BUSINESS

- Greybull Recreation District Request - discussion
- MOU Big Horn County Septic - discussion/approval
- Frontier Subdivision Lot 22 & 23 – discussion/approval
- Frontier Subdivision – sale of lots – discussion
- Greybull museum – discussion
- Resolution #500, Short Term Lodging Rentals – review/approval
- Resolution #501, Big Horn Federal bank resolution – review/approval
- Resolution #502, Bank of Greybull bank resolution – review/approval
- Resolution #503, Security State Bank resolution – review/approval
- Resolution #504, Appointment of town attorney – review/approval
- Water Rates – discussion
- ORD 889 – Permanent Financing Sewer project, 1st reading - review/approval

PROJECTS

- **Sewer Upgrades, Phase 2 – discussion**
- **Main Street Lighting – discussion**
- **Capital Improvement Plan – discussion**
- **WWDC – level 2 study – discussion**
- **MAPS – GIS town - update**

EXECUTIVE SESSION – personnel
APPROVAL OF BILLS
ADJOURNMENT

REGULAR MEETING
December 11th, 2023

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

The regular meeting of the Greybull Town Council was held at Town Hall at 6:00 pm with the following members and officers present: Administrator Hunt, Att’y Richins, Mayor Foley, Councilmembers Dooley, Jolley, Kottman, and Crist, Chief Blosser, and Foreman Irvine. Clerk Carroll was marked absent. Councilmember Dooley moved, and Crist seconded to approve the meeting minutes from November 13th, 2023. Motion carried.

Councilmember Crist moved, and Kottman seconded to adopt the financials as presented at the previous meeting. Motion carried.

Public Relations:

Cody Wyatt, WWC Engineering – Mr. Wyatt reviewed the capital improvement plan survey results with the council and discussed steps going forward. No action taken.

Bob Graham – Mr. Graham commented on recycling steps the town should take, lagoon practices to take to reduce costs so no rate increase would be required. No action taken.

Greybull Museum & Big Horn Basin Geoscience Center – George Kelso with the Greybull Museum presented to the council items the museum has taken since reopening and the list of accomplishments they have had over the year. Nolan O’Neal with the Big Horn Basin Geoscience Center then discussed steps they have taken to create a permanent display of fossil treasures in Greybull. He introduced Eric Kvale who discussed the connections he has and what the process is going to look like to get dinosaurs to Greybull. The group is looking to secure funding to have two dinosaurs brought to Greybull and would like to start exploring the possibility of an addition to the Greybull Museum to be the permanent housing for the dinosaurs. No action taken.

Reports:

Administrator Hunt: Her report follows the agenda. No action taken.

Public Works: Foreman Irvine answered questions regarding the GIS mapping and priority listing of tasks to complete. No action taken.

Police report: Chief Blosser answered questions regarding traffic stops and citations. No action taken.

Emergency management: Fire Siren has been repaired. The new generator at Town Hall, including gas lines and concrete is close to being done. No action taken.

Engineering: No report.

Planning & Zoning: No report.

Big Horn Regional Joint Powers Board: Administrator Hunt discussed the current rates with Big Horn Regional and the rate increase proposals before the board. The board hasn’t taken action yet but plans on a rate increase for next fiscal year. No action taken.

Big Horn County Solid Waste: No report.

Public comment: No comment.

Under Hearings:

Water: Councilmember Dooley moved, and Jolley seconded to turn off water accounts: 4.0820.9, 5.0110.6, 1.0240.4, 5.1521.7, 3.1601.1, 3.2420.7, 2.0581.5, 2.1220.7, 2.1251.8, 6.0110.1, 5.1470.7, 1.1040.6, 1.1110.4, 3.1710.4, 1.0620.3, 5.1720.9, 5.2040.3, 1.0420.3, 5.0460.5, 5.08920.2, 4.0690.6, 5.1740.4, 6.0154.1, 5.0995.2, 2.0030.9, 2.0780.3, 3.1861.2, 5.0985.9, 1.1270.8, 4.0951.6, 2.1360.6, 3.1221.6, 2.0990.3, 5.0989.2, 1.1280.4, and 1.0770.5, for two months of nonpayment. Motion carried.

Unfinished business:

Ordinance #881 – RV campground zoning on: Councilmember Jolley moved, and Crist seconded to approve Ordinance #881 on 3rd reading. Motion carried.

Ordinance #882 – Sewer Rates: Councilmember Crist moved, and Kottman seconded to approve Ordinance #882 on 2nd reading. Motion carried.

Ordinance #883 – Sanitation Rates: Councilmember Crist moved, and Jolley seconded to approve Ordinance #883 on 2nd reading. Motion carried.

Ordinance #884 – Court costs: Councilmember Dooley moved, and Kottman seconded to approve Ordinance #884 on 2nd reading. Motion carried.

Ordinance #885 – Short-term rentals: Councilmember Kottman moved, and Crist seconded to approve Ordinance #885 on 2nd reading. Motion carried.

Public Works Foreman pickup – After discussion, Councilmember Crist moved, and Jolley seconded to approve the Fremont Motor Bid received in the amount of \$55,103.84. It was discussed to add the snowplow accessory, after discussion Councilmember Jolley moved, and Kottman seconded to approve adding the snowplow accessory to the truck.

New Business:

Frontier Subdivision lot 36 – After advertising for 3 weeks 1 bid was received for lot 36. Councilmember Dooley moved, and Kottman seconded to award the bid and proceed with closing/title commitment to Robert Williamson. Motion carried.

Lease – pd vehicle – After discussion regarding interest rates received from Big Horn Federal, Bank of Greybull, and Security State Bank, Councilmember Kottman moved, and Dooley seconded to approve Big Horn Federal. Motion carried.

Greybull Recreation Center lease agreement – After discussion, Councilmember Crist moved, and Kottman seconded to approve the annual lease agreement. Motion carried.

Surplus equipment bid opening – Attorney Richins opened the bids that were received as per notice in paper. After discussion it was decided that the 1995 Bucket Truck and 2004 Sterling Garbage truck would be awarded to highest bidder. Councilmember Jolley moved, and Crist seconded to approve. The remaining items all bids were rejected, and council decided to go to public auction. After discussion we will work on setting the reserve amounts for remaining items and publish them on publicsurplus.com. Motion carried.

2024 Town of Greybull holiday schedule – Councilmember Kottman moved, and Jolley seconded to approve the 2024 holiday schedule. Motion carried.

Frontier subdivision – sale of lots – After discussion, Crist moved, and Kottman seconded to approve an additional 2 lots for a 25% discount. Motion carried.

Green Turf – After discussion Crist moved, and Jolley seconded to allow Green Turf Landscape to apply fertilizer applications to town property for the 2024 season at a monthly rate beginning in January 2024 to be spread throughout the year. Motion carried.

Ordinance #888 – Emergency Ordinance interim financing – After discussion, Crist moved, and Jolley seconded to suspend the rules for 3 readings on this ordinance. Dooley moved, and Jolley seconded to approve Ordinance #888 on the 1st and only reading. Motion carried.

Sewer Upgrades Phase 2: discussion: Project close to being completed. No action taken.

Main Street Lighting: Administrator Hunt and Foreman Irvine reported that the new light poles should start being installed after Christmas. No action taken.

Capital Improvement Plan: Heard from Cody Wyatt earlier in meeting on survey results. No action taken.

WWDC – Level 2 study: No action taken.

MAPS – GIS town – Foreman Irvine discussed during his report. No action taken.

Councilmember Kottman moved, and Dooley seconded to order warrants to be drawn in payment of the same on the bills payable November 2023. Motion passed. Motion carried.

Bills Payable:

Vendor Name	Amount	Vendor Name	Amount
Agri Tire	\$1,125.96	BH Regional Joint Powers Board	\$16,923.85
Basin Pharmacy	\$109.63	Big Horn County Solid Waste	\$11,930.80
Big Horn Co-op	\$2,720.70	Big Horn Rural Electric	\$2,367.99
Big Horn Telecommunications	\$170.00	Club Dauntless	\$195.00
Communications Tech	\$20,045.00	Comtronix	\$105.00
Double R Lock & Door	\$6,501.00	Green Turf Landscape	\$4,329.67
Greybull Building Center	\$659.60	Greybull Standard	\$1,750.00
Daniela Smith	\$600.00	Hawkins, Inc.	\$110.00
Holidazzle Prize Winners	\$525.00	Homax Oil Sales	\$2.72
J.P. Cooke Co.	\$181.25	Joe Johnson Equipment	\$356.22
Lexis Nexis/Matthew	\$96.43	Lynn's Superfoods	\$97.96
MASA	\$56.00	Micro-Comm	\$600.00
Murdoch Oil, Inc.	\$2,262.85	Napa Auto Supply	\$132.59
Nelson Engineering	\$31,249.20	Nelson, Roberta	\$350.00
Municipal Emergency	\$3,137.56	Northwest Pipe Fitting	\$3,502.58
Oreilly Auto	\$22.48	PACE	\$1,489.95
Postmaster	\$417.69	Richins, Kent	\$2,783.00
Rocky Mtn Power	\$1,882.55	Royal, Randy	\$650.00
Security State Bank	\$575.98	TK2 Design	\$889.00
TCT Telephone	\$1,174.44	Office Shop	\$265.10
Thomas, James C	\$350.00	Traveling Computer	\$90.00
Tri State Truck & Equip	\$377.23	Verizon Wireless	\$442.48
Western Water Cons.	\$2,764.21	Wilson Bros. Const	\$232,232.25
Wyo Assoc of Rural	\$475.00	Wyoming Gas	\$1,346.50
One-Call of Wyoming	\$12.00	Water Deposit Refund	\$54.65
WEBT	\$10,295.21	Big Horn County Library	\$3,000.00
Total A/P	\$373,784.28	Xpress Bill Pay	\$93.50
BMO	\$4,815.80	Christmas in the Park	\$3,824.97
457 B Plan Retirement	\$300.00		
Wyoming Workers Comp	\$1,390.88	Aflac	\$235.18
NCPERS	\$96.00	Bank of Greybull HSA	\$990.00
EFTPS – Payroll Taxes	\$12,764.40	Wyoming Retirement	\$11,036.08
		Total	\$409,331.09

There being no further business to come before Council, Councilmember Dooley moved, and Jolley seconded to adjourn the meeting at 7:53pm. Motion carried.

/s/ _____
Myles Foley, Mayor

Attest: _____
Dana Carroll, Town Clerk

**TOWN OF GREYBULL
ADMINISTRATOR'S REPORT
JANUARY 2024**

UNFINISHED BUSINESS

- ORD #882 – Sewer Rates – 3rd reading
- ORD #883 – Sanitation Rates – 3rd reading
- ORD #884 – Court Costs – 3rd reading
- ORD #885 – Short-term rentals – 3rd reading

NEW BUSINESS

- MOU Big Horn County Septic Inspection – Paul Thur with Big Horn County Land Planning will be at the meeting to review this.
- Frontier Subdivision – Lot 22 – approve sale
- Frontier Subdivision – Lot 23 – approve sale
- Frontier Subdivision – discounting lots – council consider discounting an additional 4 lots for a total of 10? Attached is a summary of the total discounted amount including the 2 lots just sold.
- Greybull Museum – Discussion from presentation last month. Is the council agreeable to move forward with a SLIB grant? I believe we would be completing an application under the Countywide Consensus Grant.
- Resolution 500 – Short Term Lodging Rentals – this resolution is establishing the annual rates associated with the application of short term rentals
- Resolutions 501 - 503 – annual bank resolutions
- Resolution 504- Annual appointment for town attorney
- Water Rates discussion – With the 10% rate increase from Big Horn Regional Joint Power we will be seeing an additional \$20,148 in expenses from Water. If council would like to pass that rate increase on it would be approximately a 2.3% rate increase.

PROJECTS

Sewer Upgrades, Phase II Project

- Submitted all updated paperwork to USDA and locked in the interest rate @ 1.75%
- \$1,080,000; \$811k USDA loan, 169k grant, \$100k town contribution
- Interim Financing with Security State Bank approved.
- SLIB grant application has been submitted – applied for \$780,000 which represents 70% of the total cost of the project at its last estimate. If approved for the full grant amount the town would need to only cover 30% or roughly \$335,000.
- SLIB board meeting will be on October 27th to review all applications.
- Oct 27 SLIB board meeting town was awarded \$780,000 grant. Jake is gathering bid documents and expects this project to go out to bid in soon with project start around March or April.
- DEQ issued permit.
- RD approved bid documents.
- Bidding due March 13th at 2:00 p.m.
- Engineer recommendation went to RD for their approval – see packet.
- Contract Signed
- Work has started
- Getting close to the finish line

Main Street Lighting Upgrade

- We have a WAM Energy Lease, current terms are \$100,000 two-year lease with option to renew four terms, annual payment would be \$10,000/year over 10 years with renewal.
- Applied for a grant from Wyoming Energy Authority but wasn't successful.
- The total cost to replace all the decorative streetlights in town would be approximately \$137,000.
- An energy audit was completed on the current lights with results stating significant improvement in lighting energy use and energy cost reductions. Approximate savings would be about \$1,474 per year.
- WAM requests that we would need to request the funds by June 30, 2023.
- Working with Jason from Acuity Brands on looking at some other lighting options to try and reduce the cost to replace.
- Thoughts on doing the replacement in phases? Maybe replace all of 6th street first and then work on Main Street a block each year until fully replaced?
- A sample should be arriving soon and then we will make a final decision.
- The sample arrived and isn't going to work for the types of poles we have. Jason with Acuity is going to do some research and find some other options.
- New sample should arrive this week.
- The poles that are currently installed are old and not very sturdy. Mounting any type of light fixture on them may not be a good idea. At this point we might be better pulling back and figuring out how to improve everything (poles and lights).
- To replace all the poles and fixtures the cost for the entire assembly is \$2,370/unit. This would put us around \$220,000 to upgrade the entire system. To purchase the light itself would cost \$1,211 per fixture for a total cost of \$110,201.
- Received \$100,000 from WAM for energy efficiency lights – with it being late in budget year James Seckman told me I could move it forward to FY24 budget since it was unspent funds.
- 1st ½ of lights has been ordered – 12-week lead time
- The fixtures have been pushed back until the first week of December, so this has turned into a spring project, possibly a late winter project.

Capital Improvement Plan

- Town of Greybull has been awarded \$42,500 in ARPA grant money for the capital improvement plan.
- Working with Jeff Barron at WWC Engineering
- WWC submitted a proposal in February of last year that I placed in your packet for review; Jeff is going to refresh everything since it's been a year.
- WWC cost increased by \$4,000 – made appropriate changes to budget to include this.
- This will start after July
- Working with Jeff Barron on the schedule.
- Have a kick off meeting on October 10th to discuss schedule and goals
- Kick off meeting was held on October 10th – we are working on a survey that will be sent out to the residents of Greybull

WWDC Level II

- Met with selection committee on October 4th in Cheyenne
- Final approval on November 8th

MAPS – Midwest Assistance Program

- Started working with Lee Allen on getting a good working GIS system for the town – this is at no cost to the town. After completion we can pay an annual fee (minimal cost) to have an online GIS system that public works can continue to build on. I believe this is worth the money and a huge benefit to the town. All curb stops, sewer, fire hydrants are currently being mapped.
- All of town has been completed, working on services East of tank towards Shell along transmission line

FINANCIAL

- **Revenue update (YTD – (July – Dec) compared to previous year**

- Direct Distribution – January next payment 25.65%
 - 2023 YTD - \$134,202.99 2024 YTD - \$168,630.56
- Gas 5.21%
 - 2023 YTD - \$41,940.26 2024 YTD - \$44,127.21
- Cigarette -6.88%
 - 2023 YTD - \$5,514.25 2024 YTD - \$5,134.80
- Severance/Mineral – Oct pmt 4.80%
 - 2023 YTD - \$56,330.29 2024 YTD - \$59,036.23
- Lottery 36.43%
 - 2023 YTD - \$2,262.16 2024 YTD - \$3,086.37
- Skill Games – annual pmt May 0%
 - 2023 YTD - \$0 2024 YTD - \$0
- Property/Motor Vehicle Tax 12.20%
 - 2023 YTD - \$74,238.25 2024 YTD - \$83,291.90
- Sales Tax -10.23%
 - 2023 YTD - \$426,462.34 2024 YTD - \$382,833.85
- Lodging Tax -24.51%
 - 2023 YTD - \$24,182.24 2024 YTD - \$18,255.10

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUND REVENUE</u>					
10-30-110 PROPERTY TAXES	25,957.37	55,462.19	85,000.00	29,537.81	65.3
10-30-111 MOTOR VEHICLE FEES	341.60	27,829.71	40,000.00	12,170.29	69.6
10-30-112 FRANCHISE FEES	4,602.72	29,311.23	58,000.00	28,688.77	50.5
10-30-113 SOUTH-END ASSESSMENT REVENUE	.00	6,082.02	6,000.00	(82.02)	101.4
10-30-114 GBP ASSESSMENT REVENUES	450.00	8,247.80	9,500.00	1,252.20	86.8
10-30-115 POOL CONCESSIONS REVENUES	.00	267.50	150.00	(117.50)	178.3
10-30-116 POOL GATE REVENUES	.00	3,342.00	4,000.00	658.00	83.6
10-30-118 REIMBURSEMENT- GNAP	.00	3,550.00	.00	(3,550.00)	.0
10-30-119 SWIM LESSONS	.00	5,360.00	5,000.00	(360.00)	107.2
10-30-210 LIQUOR LICENSE FEES	.00	25.00	8,500.00	8,475.00	.3
10-30-211 PUBLISHING LIQUOR LICENSE	.00	.00	400.00	400.00	.0
10-30-212 ANIMAL LICENSES	65.00	216.00	2,000.00	1,784.00	10.8
10-30-215 BUILDING CONTRACTORS LICENSES	125.00	275.00	1,500.00	1,225.00	18.3
10-30-218 BUILDING PERMITS	.00	1,178.00	2,000.00	822.00	58.9
10-30-220 MISCELLANEOUS LICENSES	20.00	145.00	450.00	305.00	32.2
10-30-310 CIGARETTE TAXES	935.01	5,134.80	11,000.00	5,865.20	46.7
10-30-311 WY LOTTERY DISTRIBUTIONS	.00	3,086.37	5,000.00	1,913.63	61.7
10-30-312 GASOLINE TAXES	6,261.53	44,127.21	80,000.00	35,872.79	55.2
10-30-314 SALES TAXES	30,407.49	204,303.01	380,000.00	175,696.99	53.8
10-30-318 MINERAL ROYALTIES	.00	43,864.93	100,000.00	56,135.07	43.9
10-30-330 SEVERANCE TAXES	.00	15,171.30	50,000.00	34,828.70	30.3
10-30-335 DIRECT DISTRIBUTION	.00	168,630.56	337,261.00	168,630.44	50.0
10-30-340 MOSQUITO CONTROL/GRANT	1,560.42	16,628.83	10,000.00	(6,628.83)	166.3
10-30-345 POLICE DEPT. GRANTS	.00	.00	5,000.00	5,000.00	.0
10-30-350 STREET SWEEPING	.00	1,020.00	.00	(1,020.00)	.0
10-30-410 RENTAL INCOME	1,166.67	9,750.02	14,000.00	4,249.98	69.6
10-30-420 VIN CHECKS	70.00	765.00	1,000.00	235.00	76.5
10-30-500 I.D. CHECKS	15.00	505.00	250.00	(255.00)	202.0
10-30-510 COURT FINES	1,800.00	20,682.00	15,000.00	(5,682.00)	137.9
10-30-512 COURT COSTS	60.00	870.00	1,000.00	130.00	87.0
10-30-515 RESTITUTION	(260.00)	475.00	.00	(475.00)	.0
10-30-535 ANIMAL POUND RENTAL FEES	80.00	400.00	1,000.00	600.00	40.0
10-30-600 MISCELLANEOUS REVENUE	553.16	6,578.53	61,500.00	54,921.47	10.7
10-30-650 INTEREST INCOME	283.75	1,606.61	2,000.00	393.39	80.3
10-30-660 INVESTMENT INTEREST	3,550.10	14,574.50	15,000.00	425.50	97.2
10-30-860 TRANSFER FROM CAPITAL FUNDS	.00	.00	30,196.00	30,196.00	.0
TOTAL FUND REVENUE	78,044.82	699,465.12	1,341,707.00	642,241.88	52.1
TOTAL FUND REVENUE	78,044.82	699,465.12	1,341,707.00	642,241.88	52.1

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-110 SALARIES & WAGES	1,879.37	9,641.08	18,000.00	8,358.92	53.6
10-41-120 SALARIES - MAYOR & COUNCIL	500.00	3,000.00	9,000.00	6,000.00	33.3
10-41-150 EMPLOYEE BENEFITS	640.91	4,040.75	9,688.50	5,647.75	41.7
10-41-210 UTILITIES	628.10	3,977.62	12,000.00	8,022.38	33.2
10-41-220 LEGAL FEES	1,583.00	8,483.00	16,500.00	8,017.00	51.4
10-41-222 PROFESSIONAL SERVICES	.00	280.00	10,000.00	9,720.00	2.8
10-41-270 INSURANCE	.00	.00	7,300.00	7,300.00	.0
10-41-280 TRAVEL & TRAINING	.00	4,639.14	7,000.00	2,360.86	66.3
10-41-290 OTHER MISCELLANEOUS	20.00	270.00	500.00	230.00	54.0
10-41-300 MEMBERSHIP	603.64	4,143.64	4,500.00	356.36	92.1
10-41-310 PRINTING & ADVERTISING	2,502.59	8,525.71	10,000.00	1,474.29	85.3
10-41-320 MATERIALS & SUPPLIES	156.08	3,829.52	4,500.00	670.48	85.1
10-41-330 POSTAGE	393.34	543.93	1,000.00	456.07	54.4
10-41-810 NEW EQUIPMENT	1,392.47	2,520.14	5,000.00	2,479.86	50.4
10-41-830 SOFTWARE CONTRACT/SUPPORT	200.24	11,430.62	37,000.00	25,569.38	30.9
10-41-990 SAFETY	.00	.00	200.00	200.00	.0
TOTAL ADMINISTRATION	10,499.74	65,325.15	152,188.50	86,863.35	42.9

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-42-110 SALARIES & WAGES	27,284.52	156,423.04	345,750.00	189,326.96	45.2
10-42-120 SALARIES - DISPATCHER	.00	.00	38,407.00	38,407.00	.0
10-42-150 EMPLOYEE BENEFITS	9,199.73	57,234.33	145,000.00	87,765.67	39.5
10-42-210 UTILITIES	1,075.89	6,798.85	15,000.00	8,201.15	45.3
10-42-220 LEGAL FEES	.00	.00	10,000.00	10,000.00	.0
10-42-221 LEGAL PUBLICATIONS	.00	1,252.00	1,500.00	248.00	83.5
10-42-222 PROFESSIONAL SERVICES	.00	50.00	5,000.00	4,950.00	1.0
10-42-224 TRAVEL/LODGING GENERAL	.00	.00	500.00	500.00	.0
10-42-230 COMMUNICATIONS - EQUIPMENT	.00	4,958.90	9,000.00	4,041.10	55.1
10-42-250 REPAIR & MAINTENANCE OFFICE	.00	788.41	250.00	(538.41)	315.4
10-42-260 VEHICLE MAINTENANCE MAJOR	.00	.00	3,500.00	3,500.00	.0
10-42-261 GASOLINE	1,924.32	8,426.70	15,000.00	6,573.30	56.2
10-42-262 CAR WASHES	2.72	187.64	750.00	562.36	25.0
10-42-263 OIL & DAILY MAINTENANCE	93.05	620.92	2,000.00	1,379.08	31.1
10-42-265 TIRES	.00	.00	1,000.00	1,000.00	.0
10-42-270 INSURANCE	.00	.00	5,650.00	5,650.00	.0
10-42-280 TRAVEL, TRAINING, LODGING	643.15	3,004.34	6,000.00	2,995.66	50.1
10-42-281 TRAINING - ACADEMY	.00	1,636.25	2,000.00	363.75	81.8
10-42-282 TRAINING - IN SERVICE	.00	989.00	500.00	(489.00)	197.8
10-42-283 FIREARMS - AMMUNITION	.00	1,312.04	2,500.00	1,187.96	52.5
10-42-285 DRUG ENFORCEMENT PROGRAM	149.85	1,913.93	2,000.00	86.07	95.7
10-42-286 PUBLIC RELATIONS	.00	1,815.38	1,000.00	(815.38)	181.5
10-42-290 OTHER MISCELLANEOUS	.00	1,348.73	750.00	(598.73)	179.8
10-42-292 PRISONERS - JAIL	.00	650.00	2,500.00	1,850.00	26.0
10-42-300 MEMBERSHIP	.00	157.50	500.00	342.50	31.5
10-42-310 PRINTING & ADVERTISING	53.02	458.28	1,500.00	1,041.72	30.6
10-42-320 MATERIALS & SUPPLIES OFFICE	.00	1,566.40	4,000.00	2,433.60	39.2
10-42-322 POSTAGE	111.05	501.77	750.00	248.23	66.9
10-42-330 D & A TESTING	.00	.00	250.00	250.00	.0
10-42-331 PATROL EQUIPMENT	.00	2,574.00	9,000.00	6,426.00	28.6
10-42-332 INVESTIGATIVE EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
10-42-340 #1 UNIFORMS	185.40	606.20	4,000.00	3,393.80	15.2
10-42-800 NEW EQUIPMENT	.00	400.00	2,000.00	1,600.00	20.0
10-42-820 PD GRANT EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
10-42-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL POLICE DEPARTMENT	40,722.70	255,674.61	650,307.00	394,632.39	39.3

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
10-43-210 UTILITIES	127.68	639.52	4,000.00	3,360.48	16.0
10-43-250 REPAIR & MAINTENANCE	3,137.56	3,137.56	3,000.00	(137.56)	104.6
10-43-255 SIREN MAINTENANCE	.00	.00	750.00	750.00	.0
10-43-260 VEHICLE EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-43-261 GASOLINE	.00	89.69	1,000.00	910.31	9.0
10-43-270 INSURANCE	.00	.00	8,950.00	8,950.00	.0
10-43-280 TRAVEL & TRAINING	.00	.00	250.00	250.00	.0
10-43-290 OTHER MISCELLANEOUS	.00	.00	200.00	200.00	.0
10-43-300 MEMBERSHIP	.00	.00	4,000.00	4,000.00	.0
10-43-320 MATERIALS & SUPPLIES	.00	269.97	2,000.00	1,730.03	13.5
10-43-810 NEW EQUIPMENT	.00	3,662.00	4,000.00	338.00	91.6
10-43-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL FIRE DEPARTMENT	3,265.24	7,798.74	29,900.00	22,101.26	26.1
<u>STREETS AND ALLEYS</u>					
10-44-110 SALARIES & WAGES	3,708.10	23,608.87	51,750.00	28,141.13	45.6
10-44-150 EMPLOYEE BENEFITS	1,315.52	10,162.81	20,250.00	10,087.19	50.2
10-44-210 UTILITIES	413.81	10,664.95	28,000.00	17,335.05	38.1
10-44-250 REPAIR & MAINTENANCE	1.35	778.99	2,500.00	1,721.01	31.2
10-44-255 HIGHWAY/STREETS MAINTENANCE	.00	3,974.23	20,000.00	16,025.77	19.9
10-44-260 VEHICLE EXPENSE	1,125.96	1,904.15	1,000.00	(904.15)	190.4
10-44-261 GASOLINE	1,195.16	6,736.55	15,000.00	8,263.45	44.9
10-44-265 TIRES	.00	2,155.72	2,500.00	344.28	86.2
10-44-267 EQUIPMENT REPAIR & MAINTENANCE	661.05	8,632.03	10,000.00	1,367.97	86.3
10-44-270 INSURANCE	.00	.00	4,000.00	4,000.00	.0
10-44-285 D & A TESTING	.00	.00	250.00	250.00	.0
10-44-290 OTHER MISCELLANEOUS	.00	21.94	250.00	228.06	8.8
10-44-320 MATERIALS & SUPPLIES	25.19	337.32	2,500.00	2,162.68	13.5
10-44-335 UNIFORMS	.00	.00	250.00	250.00	.0
10-44-990 SAFETY	.00	.00	250.00	250.00	.0
TOTAL STREETS AND ALLEYS	8,446.14	68,977.56	158,500.00	89,522.44	43.5
<u>MUNICIPAL JUDGE</u>					
10-45-110 SALARIES & WAGES	2,164.84	12,683.36	25,500.00	12,816.64	49.7
10-45-150 EMPLOYEE BENEFITS	356.99	2,147.87	4,250.00	2,102.13	50.5
10-45-220 LEGAL FEES	1,200.00	5,886.00	20,000.00	14,114.00	29.4
10-45-280 TRAVEL & TRAINING	18.34	18.34	2,000.00	1,981.66	.9
10-45-290 OTHER MISCELLANEOUS	1.59	1.59	200.00	198.41	.8
10-45-320 MATERIALS & SUPPLIES	136.35	524.97	2,000.00	1,475.03	26.3
10-45-350 JURY TRIALS	.00	.00	500.00	500.00	.0
TOTAL MUNICIPAL JUDGE	3,878.11	21,262.13	54,450.00	33,187.87	39.1

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOSQUITO CONTROL</u>					
10-46-110 SALARIES & WAGES	.00	2,309.46	5,000.00	2,690.54	46.2
10-46-150 EMPLOYEE BENEFITS	.00	222.68	500.00	277.32	44.5
10-46-250 REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
10-46-260 VEHICLE EXPENSE	.00	.00	500.00	500.00	.0
10-46-261 GASOLINE	.00	918.14	1,500.00	581.86	61.2
10-46-267 EQUIPMENT REPAIR & MAINTENANC	.00	132.50	500.00	367.50	26.5
10-46-280 TRAVEL & TRAINING	.00	.00	250.00	250.00	.0
10-46-290 OTHER MISCELLANEOUS	.00	125.92	1,000.00	874.08	12.6
10-46-310 PRINTING & ADVERTISING	.00	60.00	100.00	40.00	60.0
10-46-320 MATERIALS & SUPPLIES	.00	71.24	500.00	428.76	14.3
10-46-325 CHEMICALS	.00	18,197.00	15,000.00	(3,197.00)	121.3
10-46-335 UNIFORMS	.00	.00	100.00	100.00	.0
TOTAL MOSQUITO CONTROL	.00	22,036.94	25,450.00	3,413.06	86.6
<u>PARKS & RECREATION</u>					
10-47-110 SALARIES & WAGES	.00	3,961.74	16,500.00	12,538.26	24.0
10-47-115 SALARIES - MUSEUM	1,221.65	7,920.74	18,750.00	10,829.26	42.2
10-47-150 EMPLOYEE BENEFITS	117.77	1,393.38	5,250.00	3,856.62	26.5
10-47-210 UTILITIES	766.98	5,324.88	18,000.00	12,675.12	29.6
10-47-220 PROFESSIONAL SERVICES	.00	3,421.00	2,500.00	(921.00)	136.8
10-47-250 REPAIR & MAINTENANCE	.00	880.92	2,500.00	1,619.08	35.2
10-47-260 VEHICLE EXPENSE	.00	1,655.72	2,500.00	844.28	66.2
10-47-261 GASOLINE	327.09	1,902.71	4,500.00	2,597.29	42.3
10-47-267 EQUIPMENT REPAIR & MAINTENANC	76.98	964.48	2,500.00	1,535.52	38.6
10-47-270 INSURANCE	.00	.00	1,100.00	1,100.00	.0
10-47-290 OTHER MISCELLANEOUS	.00	310.00	500.00	190.00	62.0
10-47-320 MATERIALS & SUPPLIES	97.48	4,317.02	7,000.00	2,682.98	61.7
10-47-335 UNIFORMS	.00	149.99	300.00	150.01	50.0
10-47-810 NEW EQUIPMENT	.00	300.26	2,000.00	1,699.74	15.0
10-47-990 SAFETY	.00	10.99	500.00	489.01	2.2
TOTAL PARKS & RECREATION	2,607.95	32,513.83	84,400.00	51,886.17	38.5

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL</u>					
10-48-110 SALARIES & WAGES	1,416.57	6,951.57	16,000.00	9,048.43	43.5
10-48-150 EMPLOYEE BENEFITS	136.56	670.14	1,500.00	829.86	44.7
10-48-210 UTILITIES	602.36	2,211.39	4,500.00	2,288.61	49.1
10-48-222 VETERINARY EXPENSE	.00	.00	150.00	150.00	.0
10-48-260 VEHICLE EXPENSE	.00	7.49	1,000.00	992.51	.8
10-48-261 GASOLINE	114.19	692.08	1,500.00	807.92	46.1
10-48-280 TRAVEL & TRAINING	.00	.00	250.00	250.00	.0
10-48-290 OTHER MISCELLANEOUS	.00	538.25	500.00	(38.25)	107.7
10-48-310 PRINTING & ADVERTISING	.00	195.75	200.00	4.25	97.9
10-48-320 MATERIALS & SUPPLIES	128.95	837.46	1,500.00	662.54	55.8
10-48-335 UNIFORMS	.00	.00	500.00	500.00	.0
10-48-810 NEW EQUIPMENT	.00	179.99	500.00	320.01	36.0
10-48-990 SAFETY	.00	.00	200.00	200.00	.0
TOTAL ANIMAL CONTROL	2,398.63	12,284.12	28,300.00	16,015.88	43.4
<u>FLOOD CONTROL</u>					
10-49-110 SALARIES & WAGES	.00	2,702.17	5,000.00	2,297.83	54.0
10-49-150 EMPLOYEE BENEFITS	.00	315.44	500.00	184.56	63.1
10-49-210 UTILITIES	28.90	996.42	2,000.00	1,003.58	49.8
10-49-220 PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-49-250 REPAIR & MAINTENANCE	.00	5,826.80	2,000.00	(3,826.80)	291.3
10-49-290 OTHER MISCELLANEOUS	.00	.00	200.00	200.00	.0
10-49-320 MATERIALS & SUPPLIES	.00	2,818.92	1,500.00	(1,318.92)	187.9
TOTAL FLOOD CONTROL	28.90	12,659.75	12,200.00	(459.75)	103.8
<u>MISCELLANEOUS</u>					
10-50-110 SALARIES & WAGES	1,000.00	6,000.00	12,250.00	6,250.00	49.0
10-50-150 EMPLOYEE BENEFITS	(915.89)	449.25	1,311.50	862.25	34.3
10-50-220 PROFESSIONAL SERVICES	.00	19,000.00	20,000.00	1,000.00	95.0
10-50-225 PLANNING & ZONING	.00	1,095.00	2,000.00	905.00	54.8
10-50-290 OTHER MISCELLANEOUS	515.36	4,335.33	5,000.00	664.67	86.7
10-50-775 CIVIL DEFENSE	.00	.00	1,000.00	1,000.00	.0
10-50-780 ECONOMIC DEVELOPMENT	.00	3,512.54	12,000.00	8,487.46	29.3
10-50-785 CHAMBER OF COMMERCE	14.32	3,014.32	3,000.00	(14.32)	100.5
10-50-795 HOLIDAZZLE	1,851.39	4,310.77	2,500.00	(1,810.77)	172.4
10-50-800 DAYS OF '49	.00	400.00	1,000.00	600.00	40.0
10-50-805 FIREWORKS	.00	2,000.00	2,000.00	.00	100.0
10-50-990 WDWS SAFETY GRANT ITEMS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS	2,465.18	44,117.21	63,061.50	18,944.29	70.0

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING MAINTENANCE</u>					
10-51-100 TOWN HALL	2,160.78	2,773.36	4,000.00	1,226.64	69.3
10-51-250 FIRE HALL	.00	1,108.40	1,500.00	391.60	73.9
10-51-300 REC CENTER	87.67	1,714.59	3,000.00	1,285.41	57.2
10-51-400 POUND	.00	.00	500.00	500.00	.0
10-51-500 LIBRARY	60.00	1,172.26	1,500.00	327.74	78.2
10-51-800 CALL CENTER	60.00	120.00	1,000.00	880.00	12.0
10-51-900 P&R BLDGS	584.26	748.79	200.00	(548.79)	374.4
10-51-950 GENERAL PROPERTY	(250.00)	328.00	3,000.00	2,672.00	10.9
10-51-990 PROPERTY TAXES PAYABLE	.00	5,458.41	5,500.00	41.59	99.2
TOTAL BUILDING MAINTENANCE	2,702.71	13,423.81	20,200.00	6,776.19	66.5
<u>POOL</u>					
10-52-110 SALARIES & WAGES	.00	17,332.20	30,250.00	12,917.80	57.3
10-52-150 EMPLOYEE BENEFITS	.00	1,670.99	3,000.00	1,329.01	55.7
10-52-210 UTILITIES	586.06	6,816.65	12,000.00	5,183.35	56.8
10-52-250 REPAIR & MAINTENANCE	.00	406.64	1,000.00	593.36	40.7
10-52-270 INSURANCE	.00	.00	1,100.00	1,100.00	.0
10-52-280 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-52-290 OTHER MISCELLANEOUS	.00	530.00	600.00	70.00	88.3
10-52-320 MATERIALS & SUPPLIES	.00	3,908.84	6,000.00	2,091.16	65.2
10-52-325 CHEMICALS	.00	2,996.74	7,000.00	4,003.26	42.8
10-52-990 SAFETY	.00	.00	300.00	300.00	.0
TOTAL POOL	586.06	33,662.06	62,750.00	29,087.94	53.6
TOTAL FUND EXPENDITURES	77,601.36	589,735.91	1,341,707.00	751,971.09	44.0
NET REVENUE OVER EXPENDITURES	443.46	109,729.21	.00	(109,729.21)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
30-30-320 SALES TAX - OPTIONAL	26,799.78	178,530.84	350,000.00	171,469.16	51.0
30-30-667 INTEREST - CAPITAL DEPRECIATIO	11.13	69.79	20.00	(49.79)	349.0
30-30-670 INTEREST - SALES TAX	1,004.38	5,948.56	3,000.00	(2,948.56)	198.3
30-30-800 INTEREST - GDF	40.56	81.00	50.00	(31.00)	162.0
30-30-805 INTEREST - FIRE SIREN FUND	7.74	48.48	50.00	1.52	97.0
30-30-820 TREE BOARD PROJECT FUNDS	.00	3.03	10.00	6.97	30.3
30-30-822 INTEREST - DEV TRUST FUND	79.10	468.31	150.00	(318.31)	312.2
30-30-840 SALE OF OBSOLETE EQUIPMENT	14,550.66	14,550.66	2,500.00	(12,050.66)	582.0
30-30-865 SALE OF TOWN LAND	.00	.00	50,000.00	50,000.00	.0
30-30-877 2023 PD VEHICLE LEASE	.00	.00	65,000.00	65,000.00	.0
30-30-883 SHSP- GENERATOR GRANT	38,576.00	38,576.00	.00	(38,576.00)	.0
30-30-884 SHSP- FIRE SIREN GRANT	11,654.93	11,654.93	.00	(11,654.93)	.0
30-30-889 ARPA FUNDS	72.23	452.39	.00	(452.39)	.0
30-30-890 WAM ENERGY LEASE	.00	100,000.00	100,000.00	.00	100.0
30-30-892 ARPA FUNDS 1004	.00	.00	42,500.00	42,500.00	.0
TOTAL FUND REVENUE	92,796.51	350,383.99	613,280.00	262,896.01	57.1
TOTAL FUND REVENUE	92,796.51	350,383.99	613,280.00	262,896.01	57.1

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

CAPITAL PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
30-41-810	EQUIPMENT - BLDG. GENERATOR	8,461.89	47,037.89	.00 (	47,037.89)	.0
30-41-826	CAPITAL IMPROVMENT PLAN	5,759.46	5,965.96	54,000.00	48,034.04	11.1
30-41-836	GREYBULL RESIDENTIAL DEV PROJ	.00	.00	2,500.00	2,500.00	.0
30-41-900	TRANSFER TO GENERAL FUND	.00	.00	30,196.00	30,196.00	.0
	TOTAL ADMINISTRATION	14,221.35	53,003.85	86,696.00	33,692.15	61.1
<u>POLICE DEPARTMENT</u>						
30-42-800	NEW VEHICLES - PURCHASE	.00	.00	65,000.00	65,000.00	.0
30-42-810	DEBT SERVICE - VEHICLES	.00	33,259.52	55,000.00	21,740.48	60.5
	TOTAL POLICE DEPARTMENT	.00	33,259.52	120,000.00	86,740.48	27.7
<u>FIRE DEP'T. GRANTS/DONATIONS</u>						
30-43-815	FIRE SIREN - SOUTH	3,597.00	23,642.00	.00 (	23,642.00)	.0
	TOTAL FIRE DEP'T. GRANTS/DONATIO	3,597.00	23,642.00	.00 (	23,642.00)	.0
<u>STREETS AND ALLEYS</u>						
30-44-812	EQUIPMENT - PRESSURE WASHER	109.44	4,219.08	4,500.00	280.92	93.8
30-44-830	ROAD BASE PROJECTS	.00	3,750.20	30,500.00	26,749.80	12.3
30-44-870	HWY LIGHTING PROJECT	.00	108,958.36	240,000.00	131,041.64	45.4
30-44-880	STREET CURB/GUTTER	.00	.00	50,000.00	50,000.00	.0
30-44-890	MAINSTREET/DOWNTOWN ENHANCE	.00	5,000.00	15,000.00	10,000.00	33.3
30-44-922	EAST BRIDGE REST AREA	(5,191.20)	.00	.00	.00	.0
	TOTAL STREETS AND ALLEYS	(5,081.76)	121,927.64	340,000.00	218,072.36	35.9
<u>PARKS & RECREATION</u>						
30-47-800	REC CENTER UPGRADES	33,950.00	33,950.00	35,000.00	1,050.00	97.0
30-47-835	TREE BOARD PROJECT	.00	1,116.23	7,000.00	5,883.77	16.0
30-47-880	BALLFIELD/PLAYGROUND IMP	.00	3,328.00	2,500.00 (	828.00)	133.1
30-47-885	POOL	.00	5,829.43	7,500.00	1,670.57	77.7
30-47-895	EAST BRIDGE REST AREA	5,850.80	5,850.80	40,000.00	34,149.20	14.6
	TOTAL PARKS & RECREATION	39,800.80	50,074.46	92,000.00	41,925.54	54.4

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

CAPITAL PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FLOOD CONTROL</u>					
30-49-820	FLOOD PLAIN REMEDIATION	.00	.00	7,500.00	7,500.00	.0
	TOTAL FLOOD CONTROL	.00	.00	7,500.00	7,500.00	.0
	<u>BUILDING IMPROVEMENTS</u>					
30-51-100	TOWN HALL	12,125.00	27,125.00	30,000.00	2,875.00	90.4
30-51-160	GREYBULL RESIDENTIAL DEV	.00	51.97	2,500.00	2,448.03	2.1
30-51-250	FIRE HALL	.00	1,016.80	1,200.00	183.20	84.7
30-51-300	REC CENTER	(27,449.00)	9,313.50	10,000.00	686.50	93.1
30-51-400	POUND	.00	.00	250.00	250.00	.0
30-51-500	LIBRARY	.00	4,392.83	5,000.00	607.17	87.9
30-51-800	CALL CENTER	.00	.00	1,000.00	1,000.00	.0
30-51-900	P&R BLDGS	.00	.00	250.00	250.00	.0
30-51-910	SOCCER FIELD	.00	.00	5,000.00	5,000.00	.0
30-51-920	POOL	.00	.00	2,500.00	2,500.00	.0
30-51-950	GENERAL PROPERTY	.00	10,535.00	15,000.00	4,465.00	70.2
	TOTAL BUILDING IMPROVEMENTS	(15,324.00)	52,435.10	72,700.00	20,264.90	72.1
	TOTAL FUND EXPENDITURES	37,213.39	334,342.57	718,896.00	384,553.43	46.5
	NET REVENUE OVER EXPENDITURES	55,583.12	16,041.42	(105,616.00)	(121,657.42)	15.2

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
46-30-610 LODGING TAX REVENUE	2,281.78	19,255.10	30,000.00	10,744.90	64.2
46-30-630 INTEREST INCOME	29.07	163.08	225.00	61.92	72.5
TOTAL FUND REVENUE	2,310.85	19,418.18	30,225.00	10,806.82	64.3
TOTAL FUND REVENUE	2,310.85	19,418.18	30,225.00	10,806.82	64.3

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
46-40-610 PROMOTIONAL EXPENSE	700.00	24,737.63	30,225.00	5,487.37	81.8
TOTAL FUND EXPENDITURES	700.00	24,737.63	30,225.00	5,487.37	81.8
TOTAL FUND EXPENDITURES	700.00	24,737.63	30,225.00	5,487.37	81.8
NET REVENUE OVER EXPENDITURES	1,610.85	(5,319.45)	.00	5,319.45	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
71-30-410 METERED WATER SALES	62,919.62	441,990.46	860,000.00	418,009.54	51.4
71-30-450 OTHER WATER SALES	1,794.00	4,180.25	4,000.00	(180.25)	104.5
71-30-510 WATER TAPS	1,500.00	4,625.00	10,000.00	5,375.00	46.3
71-30-620 WATER SERVICE CHARGES	.00	(10.00)	1,000.00	1,010.00	(1.0)
71-30-640 WATER TURN-ON CHARGES	.00	634.47	1,000.00	365.53	63.5
71-30-645 B.H COUNTY AIRPORT ASSESSMENT	.00	7,710.96	7,710.00	(.96)	100.0
71-30-650 SALE OF MATERIALS	.00	4,137.37	250.00	(3,887.37)	1655.0
71-30-671 INTEREST - 2015 BOND FUND	36.08	225.97	200.00	(25.97)	113.0
71-30-672 INTEREST - 2017 BOND FUND	.42	1.98	5.00	3.02	39.6
71-30-685 INTEREST - WATER MAINTENANCE	96.56	605.11	250.00	(355.11)	242.0
71-30-705 INTEREST - '15 BOND RESERVE	89.83	466.25	250.00	(216.25)	186.5
71-30-710 INTEREST - '15 BOND ASSET RES	25.23	163.65	175.00	11.35	93.5
71-30-890 ALLOCATED RESERVE FUNDS	.00	.00	73,710.00	73,710.00	.0
TOTAL FUND REVENUE	66,461.74	464,731.47	958,550.00	493,818.53	48.5
TOTAL FUND REVENUE	66,461.74	464,731.47	958,550.00	493,818.53	48.5

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
71-40-110 SALARIES & WAGES	16,882.40	100,724.74	229,250.00	128,525.26	43.9
71-40-150 EMPLOYEE BENEFITS	5,878.35	37,000.47	110,000.00	72,999.53	33.6
71-40-170 FIREMEN/EMT BENEFITS	107.46	570.12	2,000.00	1,429.88	28.5
71-40-210 UTILITIES	1,772.29	7,475.07	25,000.00	17,524.93	29.9
71-40-220 LEGAL FEES	.00	.00	500.00	500.00	.0
71-40-221 ENGINEERING	1,500.00	2,325.00	5,000.00	2,675.00	46.5
71-40-225 PROFESSIONAL SERVICES	712.00	9,359.75	12,000.00	2,640.25	78.0
71-40-250 REPAIR & MAINTENANCE (	51.82)	1,408.26	10,000.00	8,591.74	14.1
71-40-253 WATERLINE & STORAGE IMPROVE	3,116.97	31,024.68	85,000.00	53,975.32	36.5
71-40-260 VEHICLE EXPENSE	15.28	2,318.42	2,000.00	(318.42)	115.9
71-40-261 GASOLINE	571.65	2,911.90	12,000.00	9,088.10	24.3
71-40-265 TIRES	.00	2,566.86	2,000.00	(566.86)	128.3
71-40-267 EQUIPMENT REPAIR & MAINTENANC	.00	267.49	1,000.00	732.51	26.8
71-40-270 INSURANCE	.00	500.00	12,800.00	12,300.00	3.9
71-40-280 TRAVEL, TRAIN , MEMBERSHIP	60.00	2,220.02	5,000.00	2,779.98	44.4
71-40-285 D & A TESTING	.00	296.50	250.00	(46.50)	118.6
71-40-290 WATER BILLING	258.96	1,320.39	3,000.00	1,679.61	44.0
71-40-310 PRINTING & ADVERTISING	53.02	1,302.04	1,500.00	197.96	86.8
71-40-320 MATERIALS & SUPPLIES	29.99	9,407.67	3,000.00	(6,407.67)	313.6
71-40-325 METERS/AIR VALVES/RADIO READ	3,502.58	13,782.74	6,500.00	(7,282.74)	212.0
71-40-330 CHEMICALS	110.00	4,053.50	7,000.00	2,946.50	57.9
71-40-335 UNIFORMS	104.00	104.00	750.00	646.00	13.9
71-40-340 WATER TESTING	13.86	3,414.92	5,000.00	1,585.08	68.3
71-40-400 WATER BUILDINGS	.00	226.95	1,000.00	773.05	22.7
71-40-410 TOWN SHOP	15.52	203.54	1,500.00	1,296.46	13.6
71-40-720 WATER MAINTENANCE - TELEMETRY	600.00	1,467.19	10,000.00	8,532.81	14.7
71-40-735 DEBT SERVICE - 14 H2O UPGRADE	.00	.00	48,000.00	48,000.00	.0
71-40-736 DEBT SERVICE - TANK TIE-IN	.00	81,653.27	85,000.00	3,346.73	96.1
71-40-755 B.H. REGIONAL	16,923.85	101,550.45	205,000.00	103,449.55	49.5
71-40-810 NEW EQUIPMENT	.00	.00	65,000.00	65,000.00	.0
71-40-950 BAD DEBT EXPENSE	.00	97.69	2,000.00	1,902.31	4.9
71-40-990 SAFETY	.00	807.38	500.00	(307.38)	161.5
TOTAL FUND EXPENDITURES	52,176.36	420,361.01	958,550.00	538,188.99	43.9
TOTAL FUND EXPENDITURES	52,176.36	420,361.01	958,550.00	538,188.99	43.9
NET REVENUE OVER EXPENDITURES	14,285.38	44,370.46	.00	(44,370.46)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND REVENUE</u>					
72-30-410 SEWER SERVICE REVENUE	26,316.49	158,886.70	322,000.00	163,113.30	49.3
72-30-510 SEWER TAP FEES	.00	200.00	.00	(200.00)	.0
72-30-652 USDA SEWER PROJECT LOAN	.00	116,542.94	500,000.00	383,457.06	23.3
72-30-654 SLIB ARPA GRANT FUND	244,455.00	527,951.80	780,000.00	252,048.20	67.7
72-30-670 INTEREST - SEWER BOND FUND	37.14	204.50	75.00	(129.50)	272.7
72-30-680 INTEREST INCOME-SEWER BOND RE	37.08	155.35	50.00	(105.35)	310.7
72-30-690 INTEREST - WASTEWATER	13.78	86.41	75.00	(11.41)	115.2
TOTAL FUND REVENUE	270,859.49	804,027.70	1,602,200.00	798,172.30	50.2
TOTAL FUND REVENUE	270,859.49	804,027.70	1,602,200.00	798,172.30	50.2

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
72-40-110 SALARIES & WAGES	11,508.40	63,924.23	133,750.00	69,825.77	47.8
72-40-150 EMPLOYEE BENEFITS	3,852.41	23,296.14	59,250.00	35,953.86	39.3
72-40-210 UTILITIES	950.50	4,288.03	12,000.00	7,711.97	35.7
72-40-221 ENGINEERING	.00	375.00	2,500.00	2,125.00	15.0
72-40-222 PROFESSIONAL SERVICES	.00	75.00	17,000.00	16,925.00	.4
72-40-250 REPAIR & MAINTENANCE	.00	5,109.52	10,000.00	4,890.48	51.1
72-40-260 VEHICLE EXPENSE	.00	1,021.94	750.00	(271.94)	136.3
72-40-261 GASOLINE	637.48	2,475.25	7,500.00	5,024.75	33.0
72-40-267 EQUIPMENT REPAIR & MAINTENANC	356.22	4,780.64	2,500.00	(2,280.64)	191.2
72-40-270 INSURANCE	.00	.00	6,600.00	6,600.00	.0
72-40-280 TRAVEL, TRAIN, MEMBERSHIP	.00	411.95	2,500.00	2,088.05	16.5
72-40-285 D & A TESTING	.00	271.50	250.00	(21.50)	108.6
72-40-290 SEWER BILLING	251.80	1,240.38	2,500.00	1,259.62	49.6
72-40-310 PRINTING & ADVERTISING	53.02	418.33	1,000.00	581.67	41.8
72-40-320 MATERIALS & SUPPLIES	.00	1,034.78	2,000.00	965.22	51.7
72-40-330 CHEMICALS	.00	5,015.00	10,000.00	4,985.00	50.2
72-40-345 TOWN SHOP	.00	137.12	1,500.00	1,362.88	9.1
72-40-631 SEWER UPGRADES PROJECT, PH II	39,065.77	618,401.84	1,280,000.00	661,598.16	48.3
72-40-750 DEBT SERVICE - '20 SEWER BONDS	.00	.00	33,400.00	33,400.00	.0
72-40-820 SEWER BUILDINGS	.00	.00	250.00	250.00	.0
72-40-850 SEWER TESTING	1,713.35	5,280.95	2,500.00	(2,780.95)	211.2
72-40-920 DEPRECIATION	.00	.00	13,950.00	13,950.00	.0
72-40-990 SAFETY	600.00	1,492.19	500.00	(992.19)	298.4
TOTAL FUND EXPENDITURES	58,988.95	739,049.79	1,602,200.00	863,150.21	46.1
TOTAL FUND EXPENDITURES	58,988.95	739,049.79	1,602,200.00	863,150.21	46.1
NET REVENUE OVER EXPENDITURES	211,870.54	64,977.91	.00	(64,977.91)	.0

TOWN OF GREYBULL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FUND REVENUE</u>					
73-30-410	SANITATION CUSTOMER SERVICE	30,695.90	184,316.96	364,000.00	179,683.04	50.6
73-30-600	MISCELLANEOUS REVENUE	.00	460.00	.00	(460.00)	.0
73-30-650	RECYCLING REVENUE	210.00	770.00	.00	(770.00)	.0
73-30-670	INTEREST - SANITATION DEPREC	31.95	200.25	100.00	(100.25)	200.3
	TOTAL FUND REVENUE	30,937.85	185,747.21	364,100.00	178,352.79	51.0
	TOTAL FUND REVENUE	30,937.85	185,747.21	364,100.00	178,352.79	51.0

TOWN OF GREYBULL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FUND EXPENDITURES</u>					
73-40-110 SALARIES & WAGES	6,025.15	38,787.89	80,000.00	41,212.11	48.5
73-40-150 EMPLOYEE BENEFITS	3,468.65	20,976.01	45,750.00	24,773.99	45.9
73-40-210 UTILITIES	348.09	873.48	6,000.00	5,126.52	14.6
73-40-250 REPAIR & MAINTENANCE	73.79	1,888.30	5,000.00	3,111.70	37.8
73-40-260 VEHICLE EXPENSE	.00	8,669.78	2,500.00	(6,169.78)	346.8
73-40-261 GASOLINE	1,220.36	8,350.93	15,000.00	6,649.07	55.7
73-40-265 TIRES	.00	(55.00)	5,000.00	5,055.00	(1.1)
73-40-270 INSURANCE	.00	720.00	9,900.00	9,180.00	7.3
73-40-285 D & A TESTING	.00	.00	200.00	200.00	.0
73-40-290 SANITATION BILLING	251.79	1,240.36	2,500.00	1,259.64	49.6
73-40-295 LANDFILL ASSESSMENT	11,930.80	83,600.30	165,000.00	81,399.70	50.7
73-40-310 PRINTING & ADVERTISING	.00	623.73	350.00	(273.73)	178.2
73-40-320 MATERIALS & SUPPLIES	.00	368.99	3,000.00	2,631.01	12.3
73-40-335 UNIFORMS	225.00	225.00	250.00	25.00	90.0
73-40-340 GARBAGE CONTAINERS	.00	34.02	13,000.00	12,965.98	.3
73-40-360 TOWN SHOP	.00	46.99	1,500.00	1,453.01	3.1
73-40-920 SANITATION DEPRECIATION FUND	.00	.00	8,800.00	8,800.00	.0
73-40-990 SAFETY	.00	.00	350.00	350.00	.0
TOTAL FUND EXPENDITURES	23,543.63	166,350.78	364,100.00	197,749.22	45.7
TOTAL FUND EXPENDITURES	23,543.63	166,350.78	364,100.00	197,749.22	45.7
NET REVENUE OVER EXPENDITURES	7,394.22	19,396.43	.00	(19,396.43)	.0

	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023
CASH IN CHECKING - COMBINED	\$ 202,942.87	\$ 222,115.29	\$ 306,375.07	\$ 455,289.73	\$ 299,528.37	\$ 350,522.99
PETTY CASH	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
CHANGE FUND	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00
CASH IN SAVINGS - COMBINED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH - INVESTMENT FUNDS (XX2678)	\$ 1,013,427.80	\$ 1,016,225.10	\$ 1,019,030.20	\$ 1,021,752.30	\$ 1,021,752.30	\$ 1,025,302.40
UTILITY CASH CLEARING	\$ 36.61	\$ (479.78)	\$ (634.78)	\$ (609.78)	\$ (510.28)	\$ (510.28)
CASH - SALES TAX ACCOUNT	\$ 1,162,234.36	\$ 1,194,083.65	\$ 1,224,237.69	\$ 1,256,257.01	\$ 1,289,218.40	\$ 1,317,022.56
CASH--CAPITAL DEPRECIATION	\$ 31,079.65	\$ 31,091.53	\$ 31,102.65	\$ 31,114.92	\$ 31,126.43	\$ 31,132.56
CASH-FIRE SIREN	\$ 10,217.66	\$ 10,225.91	\$ 10,233.63	\$ 10,242.16	\$ 10,250.16	\$ 10,257.90
CASH - TREE BOARD PROJECT	\$ 843.09	\$ 843.77	\$ 844.41	\$ 845.11	\$ -	\$ -
CASH--GREYBULL DEVELOPMENT FUND	\$ 14,587.10	\$ 14,587.10	\$ 14,627.54	\$ 14,627.54	\$ 14,627.54	\$ 14,668.10
CASH - DEV TRUST FUND	\$ 77,298.74	\$ 77,377.52	\$ 77,453.84	\$ 77,532.78	\$ 77,609.25	\$ 77,688.35
CASH- ARPA FUNDS	\$ 95,391.54	\$ 95,468.51	\$ 95,540.57	\$ 95,620.14	\$ 95,694.80	\$ 95,767.03
CASH - LODGING TAX	\$ 33,085.76	\$ 34,518.95	\$ 27,597.51	\$ 26,383.45	\$ 28,555.90	\$ 30,166.75
CASH - WATER MAINTENANCE FUND	\$ 173,168.65	\$ 173,271.63	\$ 173,368.02	\$ 173,474.45	\$ 173,574.28	\$ 173,665.84
CASH - SALES TAX ACCOUNT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
CASH - SERIES 15 BOND RESERVE	\$ 98,305.83	\$ 98,377.47	\$ 98,467.09	\$ 98,538.85	\$ 98,610.66	\$ 98,700.49
CASH - SERIES 15 BOND ASSET RESERVE	\$ 34,510.46	\$ 34,535.61	\$ 34,560.78	\$ 34,592.26	\$ 34,617.47	\$ 34,642.70
CASH - SERIES '15 BOND FUND	\$ 47,649.17	\$ 47,687.62	\$ 47,723.61	\$ 47,763.36	\$ 47,800.65	\$ 47,836.73
CASH - SERIES '17 BOND FUND	\$ 49,249.89	\$ 49,250.31	\$ 5,597.15	\$ 49,597.35	\$ 49,597.76	\$ 49,598.18
CASH - WASTEWATER FACILITIES	\$ 34,629.70	\$ 34,644.41	\$ 34,658.18	\$ 34,673.38	\$ 34,687.63	\$ 34,696.41
CASH - SALES TAX ACCOUNT	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
20 SEWER BOND RESERVE	\$ 33,628.55	\$ 33,628.76	\$ 33,659.75	\$ 33,692.41	\$ 33,730.83	\$ 33,767.91
20 SEWER BOND FUND	\$ 244.73	\$ 33,677.93	\$ 33,712.27	\$ 33,744.98	\$ 33,783.46	\$ 33,820.60
CASH-SANITATION DEPRECIATION	\$ 66,868.52	\$ 66,902.60	\$ 66,934.50	\$ 66,969.72	\$ 67,002.75	\$ 67,029.70
CASH - SALES TAX ACCOUNT	\$ 8,140.84	\$ 8,140.84	\$ 8,140.84	\$ 8,140.84	\$ 8,140.84	\$ 8,140.84
Total Assets	\$ 3,200,396.52	\$ 3,289,029.73	\$ 3,356,085.52	\$ 3,583,097.96	\$ 3,462,254.20	\$ 3,546,772.76

Public Works

Council Report for January 2024

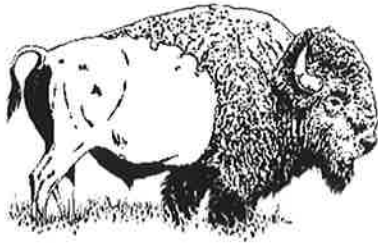
Completed Tasks

- Waxed museum floors.
- Washing storm drains under the levee.
- GIS mapping.
- Meter pit and curb stop installation.

Upcoming Tasks

- Take down Christmas decorations.
- Put up new light poles on main streets.
- Put up decorative lights on main street.

Greybull Police Department Council Report



Monday January 8, 2024

Dear Mayor and Council,

Our calls for service have gone up slightly in December as have our arrests and citations. We are hoping to have the new K9 vehicle here by the end of the month. I will take any question you may have.

December Stats

Calls for Service: 219

Arrests: 4

Citations: 6

Traffic Citations: 0

Traffic Stops: 18

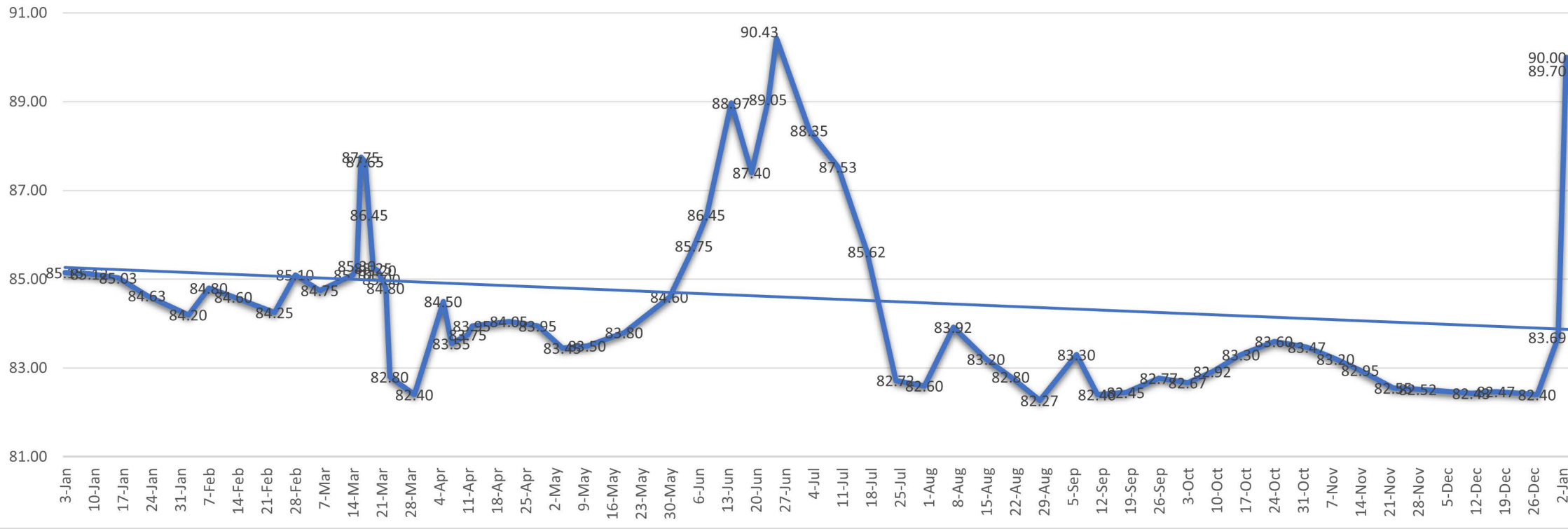
Accidents: 1

EMS Calls: 9

Respectfully,

Chief Ken Blosser

2023 River Height



January 8, 2024
Greybull Town Council Meeting
Engineer's Report

Sanitary Sewer Replacement Ph. II:

Wilson Bros. have finished installing all the sewer pipe and manholes on the project. For the next couple of weeks, they will be grading the gravel alleys and doing general finish and clean-up work. The project should be substantially complete before the end of January. We are currently working on as-built drawings and will deliver those to the Town and DEQ as soon as they are completed. Closeout documents and final advertising are currently being prepared as well.

Respectfully submitted,

Jacob L. Wright, PE

GREYBULL VOLUNTEER FIRE DEPARTMENT

MONTHLY FIRE REPORT FOR DECEMBER, 2023.

FIRE CALLS

NUMBER OF FIRE INCIDENTS		1	
MEMBER:	#	HOURS	
ALLEN, COLTON	1	1.5	
BROWN, EDDIE	1	1.5	
COYNE, JOHN III	0	0	
EMMETT, ROBERT	1	1.5	
HALE, MARK	0	0	
HETZEL, MATHEW	1	1.5	
HETZEL, NATHAN	1	1.5	
HOWE, ROBB	0	0	
KOTTMAN, JEREMY	1	1.5	
MAZUR, MAX	1	1.5	
MILLER, MIKE	1	1.5	
MULLEY, BRADY	0	0	
MURDOCH, PRESTON	1	1.5	
MURPHY, SKYLAR	0	0	
NUTTALL, ROB	0	0	
OGG, BRANT	1	1.5	
PATRICK, SEAN	0	0	
SPRAGG, CHUCK	1	1.5	
SPRAGG, KYLE	1	1.5	
SUKUT, JEFF	0	0	
		0	
FIRE CALL DURATION	1		
FIRE CALL HOURS	18		
TRAINING HOURS	29		
TOTAL FIRE HOURS	47		
TOTAL DEPT. HRS	47		
Total Water Usage Estimate	500	gallons	

Town of Greybull
PETITION FOR VARIANCE

Name: Jennifer Moss & Timothy Higgins Date: 01-04-2024
wife Husband

Address of Property: 617 S 6 St. Greybull WY. 82426

Description of Variance Request:

Building a privacy wood fence
around my (own) property, wanting
Height of fence to be 8 foot tall.

The following adjoining property owners do not oppose the variance request
listed above (*Signatures of adjoining neighbors*):

Armando Dial
Denise Brown

Armando Dial
Denise Brown

Variance approved: _____ Variance denied: _____ Date: _____

X _____ Date: _____

*Mayor acting as Chairman,
Planning and Zoning Commission*

X _____ Date: _____

Town Clerk

DIRECTOR
John Joyce
Mobile: 307-272-4860
Phone/Fax: 307-568-2514
jnjoyce56@gmail.com



OFFICE LOCATION
P.O. Box 346
1100 North 10th Str
Worland WY 82401
Phone – 307-347-4042
Fax – 307-347-4277
bhrjpb@rtconnect.net

Town of Greybull
Carrie Hunt
307-765-9431

Town of Basin
CJ Duncan
307-272-2565

South Big Horn
J.P.B.
Don Russell
307-568-3331

Washakie Rural
Improvement Dist.
Peggy Truman
307-347-4737

City of Worland
Nick Kruger
307-347-8978
Ext -110

Lucerne Water & Sewer District
Kent Cordingly
307-864-9352

December 28, 2023

Town of Greybull
Carrie Hunt
PO Box 271
Greybull WY 82426

RE: Intent to consider proposal to amend rates

Carrie:

Please see attached notice.

Sincerely,

Julie Cross, Adm. Asst.

Enc – Intent to consider proposal to amend rates

**NOTICE
OF
INTENT TO CONSIDER PROPOSAL TO AMEND RATES**

From: Chairman, Big Horn Regional Joint Powers Board

To: All Board Members
Don Russell, South Big Horn County Water Supply Joint Powers Board
Kent Cordingly, Lucerne Water and Sewer District
Peggy Truman, Washakie Rural Improvement and Service District
Carrie Hunt, Town of Greybull
C.J. Duncan, Town of Basin
Nick Kruger, City of Worland


Take notice that on January 17, 2024 at its regular meeting, the Big Horn Regional Joint Powers Board will consider a proposal to Amend Rates and Fees. It is expected that the proposal will be to amend the Fifth Amended Rules and Regulations of the Big Horn Regional Joint Powers Board.

The proposal is to increase rates by 10%. Current rate is \$11.50 per EDU. A 10% increase would set \$12.65 per EDU as the rate.

The gallonage change would remain unchanged.

You are requested to advise and discuss with your respective governing bodies and be prepared to discuss on January 17, 2024.

At the January 17, 2024 meeting, the Board will determine whether to give notice of intent to adopt a resolution amending rates at its March 20, 2024 meeting.


Don Russell
Chairman

Appointment Summary Sheet

Appointments

Mayor proposes to appoint:

- Randy Royal as judge
- Kent Richins as town attorney
- Chuck Spragg as fire chief
- Bill VanGrinsven as building inspector
- Carrie Hunt as emergency management coordinator
- Chris Dooley as Mayor Pro-Tem
- Chris Dooley as Water Commissioner
- Gerald Crist as Museum board member
- XXX as Greybull Rec District board member

Board Appointments

Mayor proposes to appoint the following members to the:

- Grow Greybull Economic Development Board and Lodging Tax Board: Myles Foley, Cassie Wright, Lupe Gallegos, Patricia Hansen, Nicole Geis, Holton Harter, Dana Carroll, and Carrie Hunt.
- Planning & Zoning Board: TBD
- Tree Board: Jessica Fink, Ashley Coenen, Mason Irvine, Dana Carroll

NOTICE OF PUBLIC HEARING

Notice is hereby given that Greybull liquor license dealers have filed applications with the Town Clerk of Greybull, Wyoming, on eleven liquor license renewals for Retail, Restaurant, Limited Liquor License for March 15, 2024, to March 14, 2025, at the following established locations:

RETAIL LIQUOR LICENSES

- *The Topsy Cow LLC, dba **The Topsy Cow** 540 1st Avenue South
- *EagleCav, LLC, dba **Lynn's Superfoods**, 909 N 6th Street
- *L & B, Inc., dba **Lisa's**, 200 Greybull Avenue
- *Maverik, Inc., dba **Maverik Country Store**, 524 No. 6th St.
- *Silver Spur Saloon LLC, dba **Silver Spur Saloon**, 445 Greybull Ave.
- *Freier Properties Inc., dba **Smokehouse Saloon**, 526 Greybull Ave.

RESTAURANT LIQUOR LICENSE

- *Carla Scharen, dba **CC's Pizza**, 427 Greybull Ave
- *Historic Hotel Greybull, LLC, dba **The Speakeasy**, 602 Greybull Ave.
- *Los Gabanes LLC, dba **Los Gabanes**, 546 Greybull Avenue
- *Los Gabanes LLC, Event Center, 522 Greybull Avenue
- *Bobs Diner & Bakery LLC, 509 Greybull Ave

LIMITED RETAIL LIQUOR LICENSE

- *Elks B.P.O. #1431, dba **Greybull Elks Lodge**, 622 Greybull Ave.

And protests, if there be any, against the issuance of the renewal of such licenses will be at 6:00 p.m., or as the agenda allows, on the 12th day of February, 2024, at Town Hall, 24 South Fifth Street, Greybull, Wyoming.

/s/ Dana Carroll, Town Clerk

*** PLEASE PUBLISH ***

JANUARY 18, 2024 and JANUARY 25, 2024

This is a request for a motion to proceed with the relinquishment of a domestic water tap. Attached, please find the communication that will be sent to the property owner as of 01/9/2024 after the motion is approved. This tap meets the requirement of owing a total of \$1,000 or more as reflected in the customer history, which is attached. Thank you for your consideration in this matter.

Lora Metheny
Utility Clerk

Email to @: ads.basirustler@gmail.com

Please run this ad in the public notices on the dates listed below:

January 17, 2024

January 24, 2024

January 31, 2024

NOTICE OF PUBLICATION OF DEACTIVATION

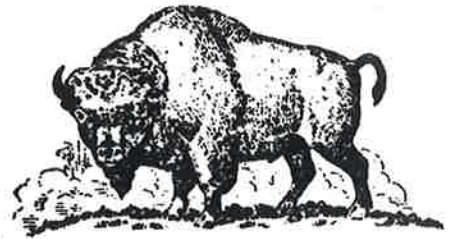
The following described real property due to relinquishment of all water taps appurtenant thereto is not served or entitled to domestic water use from the Town of Greybull, unless an application is approved by the Town Council on February 12, 2024 and appropriate fees paid:

525 3rd Avenue North

Publish: 01/17/2024, 01/24/2024, 01/31/2024

HUB OF THE BIG HORN BASIN

Town of Greybull . . .



24 South 5th Box 271

Greybull, Wyoming 82426

Phone [307] 765-9431

November 17, 2023

Susan Sales
PO Box 37
Cowley, WY 82420

Dear Ms. Sales,

We are sending this reminder regarding your past due balance with the Town of Greybull at 525 3rd Avenue North. As of November 17, 2023, your account with the Town of Greybull will be delinquent in the amount of \$933.63. The water has been turned off at this address; however, there are inactive charges still being applied to the account each month.

In order to avoid relinquishment of this water tap back to the town, this will need to be paid in full. Should the tap be relinquished back to the town, the tap and the meter will be pulled and there will be no more service to that address. Should you decide to sell the property in the future, you or whoever purchases it will need to pay \$1500 in order to put the tap back into service as well as \$200 for a sewer tap.

Please do not hesitate to call if you have any questions regarding this matter.

Regards,

L. Metheny
Lora Metheny
Utilities Clerk

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input checked="" type="checkbox"/> <i>Susan Sales</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
1. Article Addressed to: <i>Susan Sales PO Box 27 37 Cowley WY 82420</i>		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) <i>7019 1640 0001 8622 8997</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

9590 9402 7075 1251 6022 35

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

ORDINANCE #882

AN ORDINANCE OF THE TOWN OF GREYBULL, BIG HORN COUNTY, WYOMING, AMENDING CHAPTER 13.08 OF THE GREYBULL TOWN CODE, BY AMENDING SECTION 13.08.010 PROVIDING FOR SEWER RATE INCREASES. ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED.

IT IS HEREBY ORDAINED by the governing body of the Town of Greybull, Big Horn County, State of Wyoming as follows:

Section 1. Section 13.08.010 of the Greybull Town code is hereby amended to provide as follows (amendments in **BOLD**):

Section 13.08.010 schedule of charges

A basic charge, hereafter referred to as minimum charge, shall be charged to each residence and business monthly. The minimum charge for each service shall be as follows:

1. The sanitary sewer rates effective after the **January 2024** utility meter reading will be as follows:
 - a. Minimum rates based on tap size

Sewer Monthly Minimum	
Tap Size	Rate
$\frac{3}{4}$ "	\$31.53
1"	\$33.40
1 $\frac{1}{2}$ "	\$38.07
2"	\$58.62
3"	\$109.93

- b. Unit charge rates

Gallons Used	Rate per 1,000
All Usage	\$.91

- c. Unit charge calculations

Calculation Method for Sewer Usage	
Time of Year	Method
Winter	Water Meter Reading
Summer	Avg Monthly Winter Use

- d. Time of year definitions
 - a. Winter Billing – occurs during the months of November thru April
 - b. Summer Billing – occurs during the months of May thru October
- 2. The “snowbird”/inactive rates for sewer utilities effective after the **January 2024** utility meter reading will be as follows:

Snowbird/Inactive In-town	
Tap	Sewer minimum
$\frac{3}{4}$ "	\$16.94
1"	\$17.94

Section 2. This Ordinance shall be in full force and effect on February 20th, 2024, utility billing and after the adopting and publication as required by law.

1st reading – November 13, 2023

2nd reading – December 11, 2023

3rd reading – January 8, 2024

PASSED, APPROVED AND ADOPTED this 18TH day of January 2024.

Myles Foley, Mayor

ATTEST: _____
Dana Carroll, Town Clerk

ORDINANCE #883

AN ORDINANCE OF THE TOWN OF GREYBULL, BIG HORN COUNTY, WYOMING, AMENDING CHAPTER 8.12 OF THE GREYBULL TOWN CODE, BY AMENDING SECTION 8.12.090 PROVIDING FOR SANITATION RATE INCREASES. ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED.

IT IS HEREBY ORDAINED by the governing body of the Town of Greybull, Big Horn County, State of Wyoming as follows:

Section 1. Section 8.12.090 of the Greybull Town code is hereby amended to provide as follows (amendments in **BOLD**):

Section 8.12.090 – Collection Rates

A basic charge, hereafter referred to as minimum charge, shall be charged to each residence, unit, and/or business monthly. The sanitation rates effective beginning on the utility bills mailed out in **February 2024** will be as follows:

Customer	New Rate
Residential (1x/wk)- R	\$31.75
Business Sublet (1x/wk) – B	\$31.75
Apartment (1x/wk) – A	\$31.75
Commercial (1x/wk)- C1	\$34.50
Commercial (3x/wk)- C3	\$71.00
Commercial (5x/wk)- C5	\$104.00

1. The 'snowbird'/inactive rates for sanitation service effective beginning on the utility bills mailed out in **February 2024** will be as follows:

Snowbird/In-Actives, In-town	
Rate Class	Minimum
All rates	\$17.00

2. All Business Sublet and Apartment rates will be charged the minimum charge for each business/apartment listed under the account. If a business/apartment is vacant the account holder will be charged the inactive rate per each business/apartment that is vacant until it is occupied.
3. Home businesses will be charged the C1 rate.
4. Businesses charged the C1 rate are typically low-volume trash producing enterprises and do not require more than one dumpster pickup per week.

5. Businesses charged the C3 rate include all restaurants, bars, cafes, hotels, motels, and B&Bs, as well as those businesses that require pickups more than once per week, but less than five times per week.
6. Businesses charged the C5 rate are those that have dedicated dumpsters that are emptied 5 times per week. The C5 rate shall apply to each dumpster.
7. Only the Council may approve that a C3 rate be changed to a C1 rate.
8. Mosquito charges are applied to all accounts, specifically every property in town, every month regardless of active/inactive status. The only exception is on a single property that has one domestic use tap that is billed all utility charges and another tap that is irrigation only, which only carries water charges.
9. Sanitation minimum charges will apply only to those properties that have dwellings on them, regardless of whether those dwellings are occupied or not.

Section 2. The property owner is declared to be responsible for the payment of all garbage collection services and all bills for the service shall be due and payable upon receipt of the bill by the owner or consumer in whose name the bill is rendered.

Section 3. This Ordinance shall be in full force and effect with the February 20th, 2024, utility billing and after the adopting and publication as required by law.

1st reading – November 13, 2023

2nd reading – December 11, 2023

3rd reading – January 8, 2024

PASSED, APPROVED AND ADOPTED this 18th day of January 2024.

/s/ _____
Myles Foley, Mayor

ATTEST: _____
Dana Carroll, Town Clerk

ORDINANCE #884

AN ORDINANCE OF THE TOWN OF GREYBULL, BIG HORN COUNTY, WYOMING, REVISING MUNICIPAL COURT BY AMENDING SECTION 2.40.010, REPEALING IN ITS ENTIRETY SECTION 2.40.020 OF THE GREYBULL TOWN CODE. ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED.

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

SECTION 1: Section 2.40.010 shall be amended to the Greybull Town Code, to wit:

2.40.010– Collection of court costs and fees

Greybull Municipal Court shall assess costs and fees upon all person who forfeit, plead guilty or are found guilty of a criminal offense in Greybull Municipal Court in violation of a municipal ordinance or Wyoming State Statute, as follows:

Costs and fees assessed and collected in the Greybull Municipal Court shall be fixed by the Town of Greybull but shall not exceed the sum of \$10.00 which shall be remitted to the town treasurer.

SECTION 2: Section 2.40.020 shall be repealed in its entirety of the Greybull Town Code, to-wit.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 5: This Ordinance shall take effect and be in full force and effect on **January 22, 2024**, after having been published in the **GREYBULL STANDARD**.

First Reading: November 13, 2023

Second Reading: December 11, 2023

Third Reading: January 8, 2024

Passed, approved, and adopted this 8th day of January 2024

Myles Foley, Mayor

ATTEST: _____
Dana Carroll, Town Clerk

ORDINANCE NO. 885

AN ORDINANCE OF THE TOWN OF GREYBULL, BIG HORN COUNTY, WYOMING, CREATING CHAPTER 5.08 BY ADDING A CHAPTER FOR SHORT-TERM RENTALS, WITHIN THE TOWN LIMITS OF THE GREYBULL TOWN CODE.

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

SECTION 1: Chapter 5.08.010 of the Greybull Town Code shall be added, to-wit:

Section 5.08.010 – Purpose; definitions

The purpose of the short-term rentals is to allow for short-term rentals in specific zoning districts within the Town of Greybull. It is the intent of these regulations to preserve the integrity and attractiveness of the town and to maintain its orderly appearance. For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Accessory building” means a building subordinate to the main buildings on the same lot and used for purposes customarily incidental to those of the main building.

“Customarily Incidental” means accompanying but not a major part of something.

“Residential Occupancy Unit” means any place or accommodation as identified as a Short-Term Rental, intended to be used for overnight occupancy by one or more persons.

“Short-Term Rental” means the use of a Residential Occupancy Unit in which lodging is provided to guests in exchange for compensation (rent) and any individual guest rents or occupies the dwelling or portion thereof for a period of less than thirty (30) consecutive days. The following cannot be used for Short-term Rentals or Residential Occupancy Units:

Hospital, convalescent or nursing home, group homes, sanitarium. Any facility associated with a hospital providing rooms for medical patients and their families, mobile homes, manufacturing homes, travel trailers, tents, skid structures, recreational vehicles, campers or other similar vehicles or structures.

SECTION 2: Chapter 5.08.015 of the Greybull Town Code shall be added, to-wit:

Section 5.08.015 – Special Use Permit Required

No person shall operate or maintain a Short-Term Rental within the town without first obtaining an annual special use permit **for each** residential occupancy unit **rented separately**. No more than **20** permits for Short-Term Lodging Units shall be issued at any one time by the Town of Greybull.

SECTION 3: Chapter 5.08.020 of the Greybull Town Code shall be added, to-wit:

Section 5.08.020 – Application for Special Use Permit

Applications may be made for a Short-Term Rental Special Use Permit in the following zones: Low-Density Residential, Medium Density Residential, Highway Business District, General Business District, and Ag District. The permit process requires an application completed in accordance with the following which may be obtained at town hall:

1. The applicant's name and address
2. Location of the Residential Occupancy Unit
3. No property in the Industrial, Light/Medium, Rural Residential zones shall be rented, or advertised for rent, in whole or in part as a short-term rental.
4. No property in Low-Density, Medium Density, Highway Business, General Business, or Ag District zoning will be permitted more residential occupancy units than are allowed by the current zoning code.
5. Short Term Rentals are not allowed on undeveloped lots in any zoning district.
6. Maximum occupancy per unit.
7. Each short-term rental unit must have an operational restroom facility, smoke detector, carbon monoxide detector, and fire extinguisher in each unit.
8. A primary local contact information for the property must be provided to the town, and such contact must be reachable 24 hours a day/7 days a week.
9. Ownership. The applicant must be the owner of record of the subject property.
10. The application shall include a statement from the applicant affirming the applicant is in compliance with all applicable zoning requirements.
11. All applicable zoning regulations regarding density must be met in order to allow a short-term rental to operate.
12. The owner shall display a copy of the Special Use Permit in a prominent place inside the premises. The owner shall provide contact information for the owner and/or their agent in writing and post in a prominent place inside the premises.
13. Sales and use tax license required. Short-term rentals are classified as lodging facilities by the State. As such, the owner of the short-term rental must register the lodging facility business with the Wyoming Department of Revenue and pay lodging tax as required. A copy of the Wyoming Sales and Use Tax License must be provided with the application for Special Use Permit.
14. Insurance. The licensee must maintain fire, hazard and liability insurance which does not exclude short term rentals from coverage and a copy shall be provided with the application for Special Use Permit.
15. Compliance with other laws. The short-term rental unit to be permitted must comply with all applicable federal, state, and local laws.
16. The applicant shall execute a written statement acknowledging that a violation of the ordinances of the Town of Greybull may result in the suspension or revocation of the permit.
17. The licensee shall provide to each short-term rental customer a copy of the Town's noise, trash, and related regulations and shall indicate a primary local contact

information who may be contacted by the Town or Police Department on a 24 hours a day/7 days a week basis regarding any problems with the property.

18. A permit is not transferable and shall be void upon transfer or conveyance of the property.

19. Parking by renters or their guests shall be limited to the right-of-way bordering the short-term rental and to the garage and driveway on the short-term rental property and shall not encroach upon or obstruct ingress and egress to the neighboring properties.

SECTION 4: Chapter 5.08.025 of the Greybull Town Code shall be added, to-wit:

Section 05.08.025 – Inspections

The town may inspect the facility for compliance with applicable codes, prior to issuance of the special use permit and while the Special Use Permit is in effect.

SECTION 5: Chapter 5.08.030 of the Greybull Town Code shall be added, to-wit:

Section 05.08.030 – Submission of Application and Hearing on Special Use Permit

The Town Clerk shall receive from the applicant of the Special Use Permit application, the non-refundable application fee of \$200.00, and evidence of notification to owners of land within three hundred feet (300) in any zone that permit is allowed. Attachment A of the application shall be included and must include the name, address, and telephone number, and signature of the property owner approving or disapproving of the proposed special use permit application. The Town Clerk shall set a date for a hearing and a public notice of hearing will be published once, at least seven days before hearing, in the official newspaper. Applicants must be present at the hearing, or the permit will be denied.

SECTION 6: Chapter 5.08.035 of the Greybull Town Code shall be added, to-wit:

Section 05.08.035 – Issuance of Special Use Permit

The Governing Body is authorized to issue or deny Special Use Permits for Short-Term Rentals. After the hearing on the application, the town council may authorize a special use permit with any special provisions thereon or may deny the application. If there are protests against the issuance of the permit, signed by the owners of twenty percent (20%) or more of the lots within a distance of three hundred feet (300), the permit may be issued only upon the affirmative vote of no less than 75% of the governing body, and with simple majority vote if there are less than 20% protests.

SECTION 7: Chapter 5.08.040 of the Greybull Town Code shall be added, to-wit:

Section 05.08.040 – Term and Renewal of Special Use Permit

A special use permit issued pursuant to this chapter will be issued with an expiration date of December 31 of the same year it was issued. Any person holding a special use permit shall make an application annually for its renewal before December 1 and shall make payment of renewal fees as shall be established by Resolution from time to time. The

Town Clerk shall set a public hearing on such renewal, and the Town Council may grant, deny, or alter such permit as it shall establish after hearing. The notification of owners is not required for renewals.

SECTION 8: Chapter 5.08.045 of the Greybull Town Code shall be added, to-wit:

Section 05.08.045 – Revocations, Complaints, Hearings

The Governing Body is authorized to revoke permits. Conditions for denial of permit or revocation of permit to operate a Short-Term Rental unit shall include but in no way be limited to the following:

1. A permitted owner shall be provided with written notice of the reason(s) the permit is subject to revocation. The applicant shall be allowed ten (10) days from the date written notice is issued to correct defective conditions. If the condition is not corrected within ten (10) days to the satisfaction of the Governing Body, permit will be revoked by issuing such an order. Upon receipt of such order by the owner or local property manager, the unit shall cease operation as a short-term rental.
2. Complaints: Complaints regarding violation of this Ordinance must first be directed to the local contact person. If the local contact person is unable to resolve the issue and/or the issue relates to public safety, then the concerned party should contact the Town Office. The Town of Greybull Police Department shall have an updated list provided by the town Clerk of all local contact persons for short-term rentals in case complaints are received after hours. Verified complaints concerning non-compliance with the terms of this Ordinance may be considered in determining whether a permit should be revoked or renewed.

Complaints against a Short-Term Rental Unit holding a special use permit shall be submitted in writing to the town. After three complaints are received within a six-month period, the Town Clerk shall set a public hearing to consider revocation of the special use permit. Public notice of this hearing shall be published once, at least seven days before the hearing, in the official newspaper, and shall be mailed by U.S. mail to those who have submitted complaints and to the holder of the special use permit. After a public hearing, the Town Council may attach additional provisions to the special use permit, or may revoke the special use permit by establishing any of the following:

- a. The facility constitutes a public nuisance.
- b. Violations of any state, local, or federal rules, laws, or ordinances.
- c. Property is in violation of current zoning ordinances.
- d. The applicant failed to conform to the conditions set forth herein for the current or previous year.
- e. Guests and/or users, while renting the property were issued noise ordinance and/or disturbing the peace citations.
- f. Lack of response from local property manager or contact person, filed complaints of violation of the zoning code and/or applicable laws or regulations.

Grant

Greybull Recreation District <greybullrec@gmail.com>

Thu, Dec 21, 2023 at 9:29 AM

To: Admin <admin@greybullwy.gov>

Okay,

How about this:

Currently there are three areas around the community hall that are barren, other than the determined weeds that continue to make a comeback each year. The goal is to create a learning garden in those areas filled with native plants and bushes. The garden would have medicinal plants, herbs, plants that attract pollinators and an area for a songbird habitat. The learning garden will improve an area around the community hall and offer locals the opportunity to enjoy and learn about native plants. The Greybull Recreation District hosts youth garden camps, preschool activities and photography classes that will learn from and utilize the garden.

The Greybull Recreation District received a \$2,000 grant from Wyoming Youth for Natural Resources to purchase plants, a watering system, bark, etc. for these areas. Plants will be added to the space between the community hall and the sidewalk on the east side of the building as well as between the shed and the hall on the south side of the building. The full amount requested was not awarded. We will try to get as many plants and supplies as possible with the \$2,000 and look at adding more in the future. The Recreation District doesn't need anything from the Town on this project; other than we may want to talk to Mason about tying into the sprinkler system (if possible) on the west side as a water source. If this isn't a possibility hoses can be purchased to run from the spigot in the back.

[Quoted text hidden]



Learning Garden Budget.pdf

103K

SECTION 9: Chapter 5.08.050 of the Greybull Town Code shall be added, to-wit:

Section 05.08.050 – Penalty for Violations

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than \$750.00. Each day any violation of any provision of this chapter continues shall constitute a separate offense.

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 effect on January 18, 2024, after having been published in the **GREYBULL STANDARD**.

First Reading: November 13, 2023

Second Reading: December 11, 2023

Third Reading January 8, 2024

TOWN OF GREYBULL, WYOMING
A Municipal Corporation

BY: _____
Myles Foley, Mayor

ATTEST: _____
Dana Carroll, Town Clerk

DELEGATION AGREEMENT

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

BIG HORN COUNTY, WYOMING

Article I. Authority

1. Pursuant to the authority of W.S. 35-11-304(a), the State of Wyoming, acting through the Administrator of the Water Quality Division, hereafter "WQD", and the Director of the Department of Environmental Quality, hereafter "DEQ", and Big Horn County, Wyoming, a local governmental entity, hereafter "Entity", enter into the following Delegation Agreement, hereafter "Agreement".

Article II. Introduction and Purpose

2. This Agreement is authorized by W.S. 35-11-304, which provides that, to the extent requested by a municipality, the water and sewer district or county, the Administrator of the Water Quality Division, with the approval of the Director of the Department of Environmental Quality, shall delegate the authority to enforce and administer the provisions of W.S. 35-11-301(a)(iii) to local governmental entities, subject to certain conditions.

This Agreement provides for local assumption of such authority and for promulgation of local regulations consistent with the standards and provisions of the Wyoming Environmental Quality Act (Act) and applicable standards and regulations promulgated pursuant to the Act.

3. The purpose of this Agreement is to foster state-local cooperation and conformity in the regulation of small wastewater facilities and to provide uniform and effective application of the provisions of the Wyoming Environmental Quality Act relating to the construction and operation of these facilities.
4. Under this Agreement, the enforcement and administration of permitting and inspection of small wastewater facilities are delegated to qualifying local governmental entities that have complied with the requirements of W.S. 35-11-304, applicable Wyoming Water Quality Rules and Regulations, and the terms of the Wyoming Administrative Procedure Act, W.S. 16-3-101, et.seq..

Article III. Requirements for the Agreement

5. The State, by the WQD Administrator, and the Entity, by the Big Horn County Board of Commissioners, affirm that they will comply with all of the provisions of this Agreement, all applicable standards and Wyoming Water Quality Rules and Regulations, regulations promulgated by the entity, and that they will continue to meet all the conditions and requirements specified in this Agreement.

- (a) The WQD Administrator shall be responsible for administering this Agreement on behalf of the State of Wyoming. The Delegated Local Official shall administer this Agreement on behalf of the Entity, in accordance with W.S. 35-11-304(a)(ii).
- (b) WQD has and shall continue to have authority to carry out this Agreement, and shall expend sufficient funds to effectively implement the delegation and oversight activities contemplated in W.S. 35-11-304(a).

Article IV. Terms of the Agreement

6. By execution of this Agreement, WQD delegates and the Entity accepts the authority and responsibility to enforce and administer the provisions of W.S. 35-11-301(a)(iii) for small wastewater facilities, as defined in W.S. 35-11-103(c)(ix). This delegation includes the authority to develop necessary rules, regulations, standards, and permit systems, to review and approve construction plans, conduct inspections, issue permits, to enforce against violations, and to develop rules governing the review and appeal of any decision made by the Entity.

This Agreement does not include authority or responsibility to enforce and administer any other provisions of W.S. 35-11-302(a)(iii), including wastewater systems with design flows greater than two thousand (2,000) gallons of domestic sewage per day or any system that discharges non-domestic wastewater.

To determine if a proposed small wastewater system exceeds the authority delegated to the Entity, refer to Attachment G.

- (a) The Entity agrees to enforce and administer the permit program for the facilities identified above, for the areas within its boundaries. The boundaries are identified on the map included in Attachment A, incorporated into this Agreement by this reference.
- (b) The Entity hereby designates the Land Planner as the "Delegated Local Official" who is authorized to enforce and administer the permitting program delegated herein. The authorizing resolution from the Entity is included in Attachment B, incorporated into this Agreement by this reference.
- (c) The names of the individual(s) authorized to issue permits and their qualifications are included in Attachment C, incorporated into this Agreement by this reference.
- (d) The Entity has established rules, regulations, and standards for the issuance of permits required under W.S. 35-11-301(a)(iii), that are at least as stringent as those promulgated by the State under W.S. 35-11-302(a)(iii). The local rules include the process by which an aggrieved party may seek a review of the Entity's action. Such standards and rules, as promulgated, are found in Attachment D, incorporated into this Agreement by this reference.

- (e) The local Entity has developed and adopted permitting procedures consistent with those established in current rules and regulations of the State. The procedures, as adopted by the Entity are also included in Attachment D incorporated into this Agreement by this reference.
- (f) The Delegated Local Official shall establish and maintain an adequate system of records and information for each project permit, inspection, and enforcement action. The records and information system to be used by the local agency is described in Attachment E, incorporated into this Agreement by this reference.
- (g) The Entity agrees to submit status reports to the Administrator annually, no later than the last business day of January each calendar year. The Administrator will review the status report and may conduct an on-site program evaluation of the local program to assess the Entity's compliance with the terms of this agreement. Upon request and reasonable notice, the Administrator may during business hours inspect the records and procedures of the Entity with regard to the review, issuance, inspection and enforcement of the permit program.
- (h) When an applicant's septic system falls under the regulatory authority of the WQD Underground Injection Control (UIC) Class V Well Program, the entity shall instruct the applicant to submit a completed WQD UIC application to the WQD UIC Program for review and approval.

If the Entity wishes to do so, the Entity may request a concurrent review of the application from the WQD UIC program. Any comments on the application or material generated from the application may be submitted to the WQD UIC program for review and consideration up until the end of the state required public comment period (for Class V Individual permits only).

Article V. Other Conditions of the Delegation

- 7. No permit shall be issued for any facility that would result in non-compliance with an approved Water Quality Management Plan prepared under Sections 208 or 201 of the Federal Clean Water Act.
- 8. Upon approval of this Agreement, the Entity will promptly proceed to assume the responsibility to implement this Agreement and to hire, train and organize personnel as necessary. WQD will provide technical and other assistance as requested in order to ensure a smooth transition period.
- 9. The Entity will commence performing the functions delegated by this Agreement upon the date of execution and continue until such time as the delegation is suspended or revoked or until the Entity provides ninety (90) days' notice of intent to terminate the Agreement.
- 10. This Agreement may be amended at any time by the written agreement of both parties.

Article VI. Changes in State or Entity Standards

11. The State may from time to time revise and promulgate new or revised construction and/or operation standards and administrative procedures. If necessary in order to meet the requirements of W.S. 35-11-304(a), the Entity shall make such changes as may be accomplished by rule-making within six (6) months of notice by the State. Such changes shall be made in conformity with the requirements of W.S. 16-3-101, et.seq.
12. The State and Entity shall provide each other with copies of any changes to their respective laws, rules, and regulations and standards that pertain to the administration and enforcement of this agreement.

Article VII. Inspection

13. The Delegated Local Official shall provide for the inspection of all facilities during construction to ensure the facilities have been constructed according to approved plans and specifications. The Delegated Local Official may also conduct periodic operation inspections of facilities permitted under the authority of this Agreement and may implement procedures for inspection and the reporting of inspection in conformity with W.S. 35-11-109(a)(vi). The Delegated Local Official will be the point of contact and inspection authority in dealing with permittees concerning operations and compliance with the permitting and operation standards covered by this Agreement.
14. For oversight purposes, the WQD may designate authorized representatives to enter and inspect the construction and/or operation of the facilities described in this Agreement. Said inspections shall be conducted in conformity with W.S. 35-11-109 (a)(vi). The Entity shall receive reasonable notice of such inspection and may participate in this inspection.

Article VIII. Enforcement

15. The Entity shall be the primary enforcement authority concerning local compliance with the requirements of the construction and permitting management activities delegated by this Agreement. A legal opinion or a copy of local regulations demonstrating that the Entity has necessary authority to enforce compliance at the local level is attached, Attachment F.
 - (a) Should the local governmental entity and the State fail to agree regarding the propriety of any enforcement action or inaction, the WQD may take any action necessary to comply with the terms of the Wyoming Environmental Quality Act and applicable standards and regulations. The Agreement does not limit the State's authority to enforcement against other violations of State law.
 - (b) Through periodic reports, the local governmental entity shall notify the WQD of all violations of applicable laws, regulations or orders and all actions taken with respect to such violations.

Article IX. Revocation, Suspension or Termination

16. This Agreement may be voluntarily terminated by the Entity upon ninety (90) days written notice. Additionally, the administrator, with the approval of the director, may revoke or temporarily suspend this Delegation Agreement if the Entity fails to perform its delegated duties or has otherwise violated the terms of this Agreement. The administrator shall immediately notify the Delegated Local Official in writing of any revocation or suspension of the permitting authority. Such administrative action is subject to review by the Environmental Quality Council if the Entity so requests within twenty (20) days or notice of the State's action. Unless a revocation or suspension is appealed to the Council, it becomes effective twenty (20) days after the receipt of such notice.
17. The Entity may not assign any of its functions or authority delegated by this Agreement without prior written consent of the administrator.
18. The parties to this Agreement have read and understand all of its provision. This Agreement is effective upon execution this 5th day of January, 2018 and shall remain in effect until terminated as provided above.

Department of Environmental Quality

Todd Parfitt
Todd Parfitt
Director, Department of Environmental Quality

Kevin Frederick
Kevin Frederick
Administrator, Water Quality Division

1/5/2018
Date

1-4-18
Date

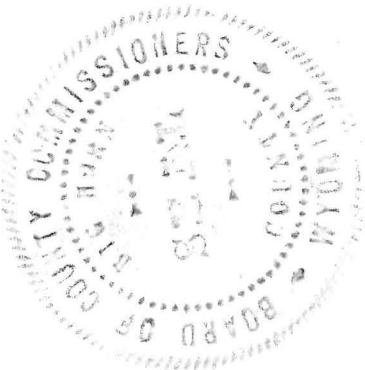
Local Governmental Entity

Felix Carrizales

Pri Smallwood
attest, County Clerk

12-5-17
Date

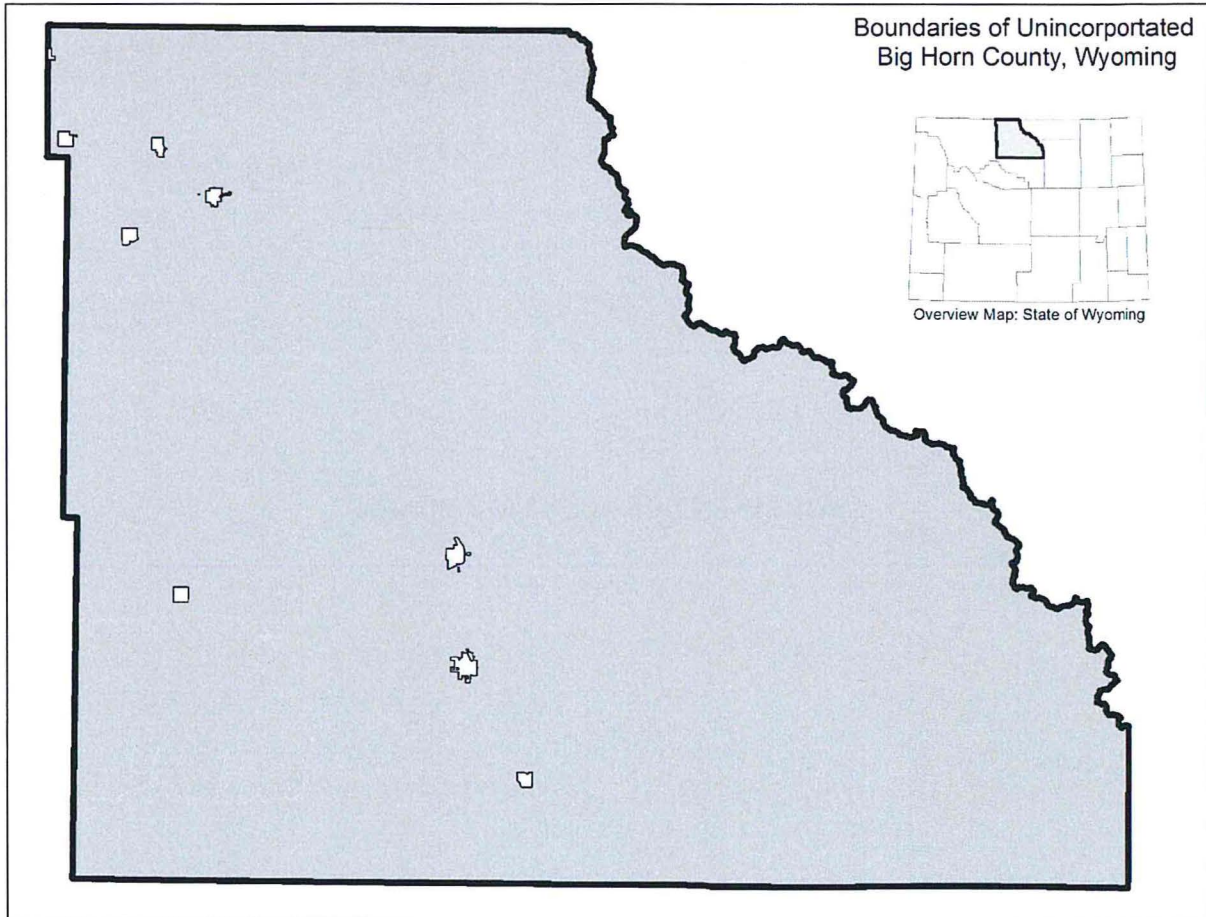
12/5/17
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ATTACHMENT A
AREA TO BE COVERED BY DELEGATION AGREEMENT



NOTE: Big Horn County Delegated Local Officials provide assistance to municipal authorities within the county when assistance is requested and agreed upon between the municipality and the County.

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ATTACHMENT B
AUTHORIZING RESOLUTION

RESOLUTION NO. 8 2016-2017
RESOLUTION FOR ACCEPTANCE OF AN UPDATED DELEGATION AGREEMENT WITH THE
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AUTHORIZING
BIG HORN COUNTY TO PERMIT SMALL WASTEWATER FACILITIES
IN BIG HORN COUNTY, WYOMING.

WHEREAS, the Big Horn County Board of Commissioners requests that the Administrator of the Water Quality Division and the Director of the Department of Environmental Quality delegate the authority to enforce and administer the provisions of W.S. 35-11-301(a)(iii), including the authority to develop and adopt necessary rules, regulations, standards and permit systems, and to review and authorize construction plans, conduct inspections and issue permits;

WHEREAS, Big Horn County, through its Board of Commissioners, and the Department of Environmental Quality through its Director, and the Water Quality Division through its Administrator will enter into an updated Delegation Agreement in which Big Horn County is delegated the authority to permit small wastewater facilities pursuant to W.S. 35-11-304(a), as required following the July 25, 2016 revisions to Water Quality Rules and Regulations Chapter 25, *Septic Tank and/or Soil Absorption Systems and Other Small Wastewater Systems*;

WHEREAS, W.S. 35-11-901 allows Big Horn County, through its county attorney, to enforce violations of the Wyoming Environmental Quality Act;

WHEREAS, the Board of County Commissioners will appoint, via separate resolution, Delegated Local Officials to authorize and inspect small wastewater facilities and administer the provisions of the Delegation Agreement;

WHEREAS, the purpose of the Delegation Agreement is to enhance and foster state-local cooperation and conformity in the regulation of small wastewater facilities, and to conserve and promote the health, safety and welfare of the citizens of Big Horn County;

NOW, THEREFORE, BE IT RESOLVED that this County hereby accepts the authority to enforce and administer the provisions of W.S. 35-11-301(a)(iii) within unincorporated Big Horn County, and incorporated municipalities, as requested, as delegated by the Administrator of the Water Quality Division and the Director of the Wyoming Department of Environmental Quality.

This resolution and updated agreement shall supersede the existing agreement and resolution relating to the authority to administer and permit the construction, modification or replacement of small wastewater facilities in Big Horn County.

PASSED, APPROVED and ADOPTED this 3RD DAY OF JANUARY 2017.

By: John S Hyde
John Hyde
Big Horn County Commissioner

Felix Carrizales
Felix Carrizales
Big Horn County Commissioner

Deb Craft
Deb Craft
Big Horn County Commissioner



ATTEST:

Lori Smallwood

Lori Smallwood, Big Horn County Clerk

CERTIFICATE

I, Lori Smallwood, Clerk of Big Horn County, hereby certify that the foregoing Resolution was adopted by the BIG HORN COUNTY COMMISSION at a public meeting held on JANUARY 3, 2017, and that the meeting was held in accordance with applicable law; and that said Resolution has been duly entered in the RECORD of the BIG HORN COUNTY COMMISSION.

Lori Smallwood

ATTACHMENT C

NAME AND QUALIFICATIONS OF THE DELEGATED LOCAL OFFICIAL AND
ADDITIONAL AUTHORIZED INDIVIDUALS

RESOLUTION NO. 9 2016-2017

**RESOLUTION TO APPOINT AND AUTHORIZE DELEGATED LOCAL OFFICIALS TO
ADMINISTER THE PERMITTING OF SMALL WASTEWATER FACILITIES IN
UNINCORPORATED BIG HORN COUNTY, WYOMING**

WHEREAS, the Big Horn County Board of Commissioners will update a Delegation Agreement with the Wyoming Department of Environmental Quality to adopt local control of the permitting of small wastewater facilities;

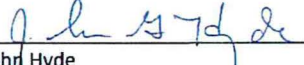
WHEREAS, the Delegation Agreement requires that the Big Horn County Board of Commissioners appoints and authorizes one or more "Delegated Local Official(s)" to administer and enforce the permitting of small wastewater facilities within the county;

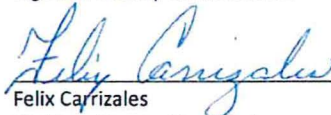
WHEREAS, qualified personnel exist, or will be maintained, within the Land Planning and/or Engineering Departments to administer, authorize and enforce the permitting of small wastewater facilities within the county;

NOW, THEREFORE, BE IT RESOLVED that this County hereby resolves to appoint the Land Planner, Land Planning Technician and/or County Engineer as Delegated Local Officials to administer and enforce the permitting of small wastewater facilities in Big Horn County.

This resolution shall supersede previous resolutions pertaining to the appointment of Delegated Local Officials for the permitting of small wastewater facilities in Big Horn County.

PASSED, APPROVED and ADOPTED this 3RD DAY OF JANUARY 2017.

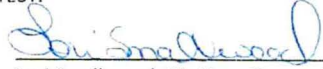
By: 
John Hyde
Big Horn County Commissioner


Felix Carrizales
Big Horn County Commissioner


Deb Craft
Big Horn County Commissioner



ATTEST:


Lori Smallwood, Big Horn County Clerk

CERTIFICATE

I, Lori Smallwood, Clerk of Big Horn County, hereby certify that the foregoing Resolution was adopted by the BIG HORN COUNTY COMMISSION at a public meeting held on January 3, 2017, and that the meeting was held in accordance with applicable law; and that said Resolution has been duly entered in the RECORD of the BIG HORN COUNTY COMMISSION.



DELEGATED LOCAL OFFICIAL

NAME: Joy Hill

TITLE: Land Planner/GIS Manager

EDUCATION:

1999: B.S. Geo-Environmental Science with a Biology Minor

Shippensburg University, Shippensburg, PA

- Completed coursework in biology, chemistry, hydrology, groundwater, soils, environmental geology, environmental health, ecology and land use

2003: M.S. Geology with secondary education certification

Northern Illinois University, DeKalb, IL

- Completed coursework in mineralogy, geomorphology, sedimentary environments and groundwater geology

WORK EXPERIENCE:

- Employee of Big Horn County since June 2011.
- Worked closely with former employee, Nick Wilson (DLO) on the permitting of septic systems in Big Horn County. Reviewed applications, visited installation sites, provided insight on various applications and designs.
- Working closely with James Brough on permit applications and designs since September 2017.

ADDITIONAL AUTHORIZED INDIVIDUAL

NAME: Willie Bridges

TITLE: County Engineer

P.E. LICENSE: #6815 (Expires: 12/2018)

EDUCATION:

1990: B.S. Civil Engineering

WORK EXPERIENCE:

- 1995-Present: Owner, Pryor Mountain Engineering

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ATTACHMENT D

REGULATIONS, APPEALS, DESIGN STANDARDS, DEFINITIONS, AND PERMITTING PROCEDURES

Regulations

RESOLUTION NO. 10 2016-2017

RESOLUTION FOR THE ADOPTION OF REVISIONS TO THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY WATER QUALITY RULES AND REGULATIONS CHAPTER 25 AS RULES TO GOVERN THE PERMITTING OF SMALL WASTEWATER SYSTEMS IN BIG HORN COUNTY, WYOMING

WHEREAS, the Big Horn County Board of Commissioners seek to protect the public health, safety and general welfare of the county;

WHEREAS, the Big Horn County Board of Commissioners recognize the value of educated oversight for the proper disposal of domestic wastewater;

WHEREAS, Big Horn County, through its Board of County Commissioners, and the Wyoming Department of Environmental Quality, through its Director, and the Water Quality Division, through its Administrator, will enter into an updated Delegation Agreement in which Big Horn County shall continue to act as delegated authority to permit small wastewater facilities pursuant to W.S. 35-11-301(a)(iii), including the authority to develop necessary rules, regulations, standards and permit systems for small wastewater facilities within their boundaries;

WHEREAS, the Delegation Agreement requires Big Horn County to establish and update (as necessary) rules, regulations and standards for the issuance of small wastewater system permits;

NOW, THEREFORE, BE IT RESOLVED that this County hereby adopts the Wyoming Department of Environmental Quality's Water Quality Rules and Regulations, Chapter 25, *Septic Tank and/or Soil Absorption Systems and Other Small Wastewater Systems*, as rules to govern the permitting of small wastewater systems in Big Horn County.

This resolution shall supersede previous resolutions and regulations relating to small wastewater facility permitting in unincorporated Big Horn County.

PASSED, APPROVED and ADOPTED this 3RD DAY OF JANUARY 2017.



By: 
John Hyde
Big Horn County Commissioner


Felix Carrizales
Big Horn County Commissioner



Deb Craft
Big Horn County Commissioner

ATTEST:



Lori Smallwood, Big Horn County Clerk

CERTIFICATE

I, Lori Smallwood, Clerk of Big Horn County, hereby certify that the foregoing Resolution was adopted by the BIG HORN COUNTY COMMISSION at a public meeting held on January 3, 2017, and that the meeting was held in accordance with applicable law; and that said Resolution has been duly entered in the RECORD of the BIG HORN COUNTY COMMISSION.



Appeals

Big Horn County has identified the process by which an aggrieved party may seek a review of the County's action regarding any small wastewater application or permit. An aggrieved party may issue a written request for review and recommendation to the Wyoming Department of Environmental Quality/Water Quality Division at the following address:

DEQ/Water Quality Division
200 W 17th St
Cheyenne, Wyoming 82002

Design Standards and Definitions

See the Wyoming Department of Environmental Quality's Water Quality Rules and Regulations, Chapter 25, *Septic Tank and/or Soil Absorption Systems and Other Small Wastewater Systems*. A link to a copy of these regulations can be found online at <http://www.bighorncountyywy.gov/departments/land-planning/forms-and-regulations>.

Permitting Procedures

The process to apply for and acquire a permit to construct, install or modify a septic system in unincorporated Big Horn County is adopted and set into motion with the acceptance of this Agreement and is as follows:

a. Application Stage

1. Prior to beginning the installation of a septic system or a component thereof, a person proposing the installation, modification or repair of a septic system shall acquire a Septic Permit Application Package from the Big Horn County Land Planning Department at 417 Murphy Street, Basin, WY, or from their "Forms and Regulations" web page. The application shall contain the following general information, at a minimum:
 - (a) Name, address and contact information of the property owner and the applicant, if different;
 - (b) Parcel identification number, address and/or legal description of the site;
 - (c) Type of facility served (e.g., single family home, multi-family home or commercial);
 - (d) Type of work proposed (e.g., new construction, modification/repair or replacement)
 - (e) Name of the designer of the proposed system;
 - (f) Name of the installer/repairer of the system;
 - (g) Signature of the applicant; and
 - (h) Date of application.

2. The applicant shall submit a completed Septic Permit Application Package, including any required supporting documentation, to the county Land Planning Department. Supporting documentation may include, but is not limited to:
 - (a) Design Worksheets;
 - (b) Percolation Test Results; and
 - (c) Site Plan
 3. Submission of a Septic Permit Application Package does not constitute permission to proceed with construction. A Permit to Construct must be issued by a Delegated Local Official or Authorized Individual before activity can commence.
 4. For a minor repair, no application or permit is necessary. Minor repairs do not include repair, replacement or alterations of combinations of multiple system components, such as replacing pipe and gravel, distribution box replacement or any repair or replacement activity that disturbs, destroys or may affect the soil at or near the soil absorption interface of a subsurface system or other dispersal component. The Delegated Local Official will allow a temporary repair to be made on a failing system without an application or permit on those days when the Land Planning Office is closed and when such repair is essential to the continued use of the septic system. In such a case, the owner of the septic system shall submit an application within five (5) working days after the temporary repair has begun. Such repairs will be subject to any additional requirements necessary to ensure the repair meets the provisions of this regulation.
- b. Application Review Stage
1. A Delegated Local Official will conduct a preliminary review of the Septic Permit Application Package and any supporting documentation provided by the applicant.
 - (a) If documentation is incorrect or incomplete, the Delegated Local Official will request additional information from the applicant.
 - (b) Applicants are encouraged to meet in person with a Delegated Local Official to discuss their design and construction plans.
 2. The Delegated Local Official will review the proposed design (site information, system layout and components and percolation tests) to determine if it is viable.
 - (a) If the design plan does not meet the criteria set by DEQ, the Delegated Local Official will provide assistance to the applicant in preparing a viable design for the site.
 - (b) The Delegated Local Official may stipulate additional requirements for approval of a particular application if necessary for public health protection.
 - (c) Unique or complex design plans may be referred to the DEQ for review and approval.
- c. Permitting Stage
1. If the Septic Permit Application Package and plans are approved by the Delegated Local Official, a Permit to Construct will be granted to the applicant.

2. If the Septic Permit Application Package and plans are not approved by the Delegated Local Official, the applicant will be notified and given the opportunity to submit a new or modified plan. The Delegated Local Official may revoke or deny an application or permit for the installation of a septic system for due cause. Examples include, but are not limited to:
 - (a) Exclusion, misrepresentation or concealment of material fact in information submitted;
 - (b) Site conditions that have changed since the designer and/or Delegated Local Official reviewed the site/plan;
 - (c) Failure to meet conditions of the approval or this regulation; or
 - (d) Construction or continued use of a septic system that threatens public health.
3. Expiration of Permit to Construct: All septic permits shall be conditional upon the commencement of work within 365 days. A septic permit shall expire 365 days after issuance unless the permitted activity has been substantially begun and thereafter is pursued to completion. It is the responsibility of the permit holder to contact the Delegated Local Official to communicate the intended date of the start of construction.

d. Construction Stage

1. Start of construction: Once a Permit to Construct is granted, the applicant may commence construction conforming to the specifications identified in the approved design plan.
2. Completion of construction: Following the installation of the septic system, but prior to backfilling, the applicant must contact the Delegated Local Official to request inspection of the project site.
3. Inspection: The Delegated Local Official will visit the construction site to inspect and take photographs of the installed system. If the Delegated Local Official is unable to visit the site due to scheduling conflict, weather or some other reason, the installer will be asked to provide detailed photographs of all system components, starting where the pipe leaves the structure being served by the system through to the end of the leachfield.
 - (a) Upon inspection, if the system design deviates from the approved plan, the Delegated Local Official may require alterations to the system before allowing backfill to occur.
 - (b) Upon inspection, if the system design matches the approved plan, the Delegated Local Official will sign and date the inspection portion of the Permit to Construct, thus finalizing the project. The applicant may complete construction by backfilling the system.
 - (c) NOTE: If backfilling occurs prior to inspection, the applicant may be required to remove the fill material for inspection to occur.

e. Recordkeeping Stage

The Delegated Local Official will keep the application, design plans, photographs and permit on-site in the Land Planning Department in accordance with the recordkeeping procedure described in **Attachment E** of the Delegation Agreement.

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ATTACHMENT E

RECORDS SYSTEM

Records

The procedure for recording documentation related to permitting of small wastewater facilities in Big Horn County is as follows:

Prior to Granting a Permit to Construct

1. Upon receipt of a Septic Permit Application Package in the Land Planning Department, a Delegated Local Official reviews the application for accuracy and completeness. If information is incorrect or missing, the applicant is notified and given the opportunity to correct the application or submit additional documentation.
2. The Delegated Local Official completes applicable "For Office Use Only" portions of the application and creates a hardcopy file for the application (labeled with the applicant's name). The original application and supporting documentation are kept in this file throughout the permitting process.
3. The Delegated Local Official enters pre-determined information from the application into the septic permit table in the Land Planning Department's permitting database. NOTE: Additional information is entered into the database as it becomes available throughout the permitting process.

Granting a Permit to Construct

1. The Delegated Local Official issues a Permit to Construct following the receipt of all necessary documentation and the approval of the design plan. A copy of the permit is sent to the applicant in addition to a "Notice of Permit to Construct" which includes additional information related to the applicant's design and identifies/stresses important conditions that must be met.
2. The Delegated Local Official places the signed Permit and a copy of the Notice in the hardcopy file for the applicant.
3. The Delegated Local Official updates the permitting database and electronic file.

Following Inspection of Installation and Finalization of Permit to Construct

1. When inspection is complete and the Permit to Construct has been signed accordingly, the Delegated Local Official completes remaining "For Office Use Only" items on the application.
2. The Delegated Local Official scans the application and places the electronic copy, along with any digital photographs taken during inspection or provided by the applicant/installer, in a newly created electronic file.
3. The Delegated Local Official updates remaining information from the application and Permit to Construct in the permitting database to complete the permit record.
4. The Delegated Local Official places the original application, with the finalized Permit to Construct, in the hardcopy file. The hardcopy file is kept on-site permanently for reference.

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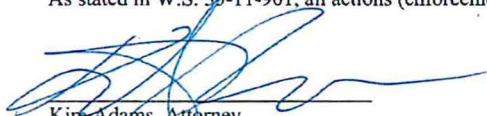
ATTACHMENT F

LEGAL OPINION

ATTACHMENT F: LEGAL OPINION

The Big Horn County Board of Commissioners is entering into an updated Delegation Agreement between Big Horn County, the Wyoming Department of Environmental Quality (DEQ) and the DEQ Water Quality Division as required following the July 25, 2016 revisions to Water Quality Rules and Regulations Chapter 25, *Septic Tank and/or Soil Absorption Systems and Other Small Wastewater Systems*. Within the Delegation Agreement, DEQ delegates to Big Horn County the authority to administer and enforce the provisions of W.S. 35-11-301(a)(iii), including the authority to develop necessary rules, regulations, standards and permit systems for small wastewater facilities within their boundaries.

As stated in W.S. 35-11-901, all actions (enforcement) may also be brought in a civil action.



Kim Adams, Attorney
Big Horn County

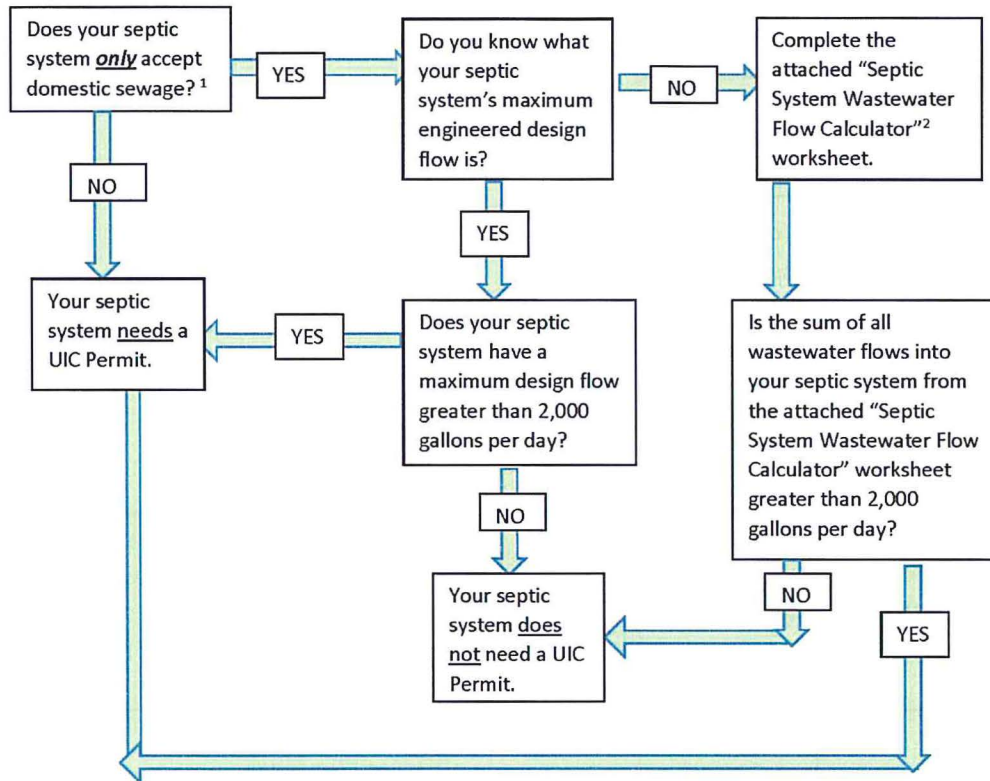
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ATTACHMENT G
DETERMINATION OF UIC PERMIT REQUIREMENT AND CALCULATING
WASTEWATER FLOW

Version 7/17/17

How to Determine if Your Septic System(s) Need UIC Permits³



¹ Water Quality Rules and Regulations (WQRR) Chapter 27, Section 2(o) defines domestic sewage as “liquids or solid wastes obtained from humans and domestic activities including wastewater from activities such as showers, toilets, human wash basins, food preparation, clothes washing, and dishwashers.” For example, if a septic system receives wastes from car washing, taxidermy, metal plating, printing, silk screening, refining, slaughter houses, or chemical manufacturing companies, the septic system receiving those wastes needs a UIC permit.

² A septic system’s flow is calculated as the sum of all septic system wastewater flows under the same ownership located within any five (5) acre parcel. For example, if a trailer park is located on five (5) acres of land and has six (6) separate leachfields serving different portions of the trailer park, total wastewater flows are calculated as the sum of all wastewater flows for all six (6) leachfields.

³ If you have a situation that you feel cannot be described using the flowchart above, or if you need assistance calculating wastewater flows, please contact the UIC Program at 307-777-7781 and ask for a UIC Program staff member.

Septic System Wastewater Flow Calculator Worksheet

Residential Design Flow Rates per Bedroom (gallons per day, gpd) ^{1,2}	
1 bedroom	150
2 bedrooms	280
3 bedrooms	390
4 bedrooms	470
5 bedrooms	550
6 bedrooms	630
¹ An unfinished basement is considered as two (2) additional bedrooms. ² The design flow shall be increased by eighty (80) gpd for each additional bedroom over six (6).	

Type of facility generating septic system waste? ³	Type of Unit	Number of units contributing waste to your septic system	Wastewater flow per Unit (gallons per day per unit)	Total wastewater flow (gpd/facility type) = (number of units x wastewater flow per unit)
Houses	bedrooms ^{1,2}		see Residential Design Flow Rate Table	
Airports	passengers		4	
Apartments	bedrooms		120	
Automotive Service Stations	vehicles served per day		10	
Bars	seat		20	
Bathhouses and Swimming Pools	person		10	
Campgrounds (toilets only)	person		25	
Campgrounds (with showers)	person		45	
Churches	person		4	
Country Clubs	members		25	

Type of facility generating septic system waste? ³	Type of Unit	Number of units contributing waste to your septic system	Wastewater flow per Unit (gallons per day per unit)	Total wastewater flow (gpd/facility type) = (number of units x wastewater flow per unit)
Day Schools, Office Building, Retail Store, Warehouse (no showers)	person		15	
Hospitals	beds		250	
Industrial Building (sanitary waste only)	employee		20	
Laundries (Self-Service)	washing machines		450	
Mobile Homes	bedrooms		see Residential Design Flow Rate Table	
Motels, Hotels, Resorts	bedrooms		140	
Recreational Vehicles	vehicles		100	
Rest Homes, Care Facilities, Boarding Schools	patients		100	
Restaurants	meals		10	
Restaurants (kitchen wastes only)	meals		6	
Theaters	seats		3	
	Total of all wastewater inputs			

³For non-residential facilities, total wastewater flows must be calculated based on all activities taking place at the facility. For example, for a hotel with a bar, restaurant, and laundry, the hotel wastewater flow of 140 gallons per day per bedroom DOES NOT include wastewater flows generated in the the bar, restaurant, laundry, or by hotel employees. In this instance, wastewater flows for the bar, restaurant, laundry, and hotel employees must be calculated separately and added to the hotel guest wastewater flows.

MEMORANDUM OF UNDERSTANDING

BETWEEN BIG HORN COUNTY AND THE TOWN OF _____ FOR PERMITTING AND INSPECTING SMALL WASTEWATER FACILITIES PURSUANT TO BIG HORN COUNTY'S DELEGATION AGREEMENT WITH THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

A. INTRODUCTION

The purpose of this Memorandum of Understanding (herein after known as the "MOU") is to specify responsibilities and expectations of the Board of County Commissioners in and for Big Horn County, Wyoming (herein after known as "Big Horn County") and the Town of _____, Wyoming (herein after known as "_____") regarding the permitting and inspection small wastewater facilities located with the Town of _____, pursuant to the Delegation Agreement between Big Horn County and the Wyoming Department of Environmental Quality (hereinafter known as "DEQ"), attached hereto and incorporated herein.

WHEREAS Big Horn County, on January 5, 2018, signed and adopted a Delegation Agreement between Big Horn County and the DEQ, which provides for local assumption of the authority to enforce and administer the provisions of Wyo. Stat. § 35-11-301(a)(iii). Pursuant to that Delegation Agreement, Big Horn County shall provide state-local cooperation and conformity in the regulation of small wastewater facilities and to provide uniform and effective application of the Wyoming Environmental Quality Act relating to the construction and operation of these facilities in Big Horn County, as well as establishing a mechanism for the inspection of all newly permitted small wastewater treatment facilities in the unincorporated *and* incorporated areas of Big Horn County, as the DEQ's Delegated Local Official. This Delegation Agreement calls for Big Horn County to designate a person, persons, department or agency to implement and enforce the provisions stated therein and the County designated the Big Horn County Land Planning Department (hereinafter known as "Land Planning").

WHEREAS Land Planning is responsible for the permitting and on-site inspection of the new construction, installation or modification of any small wastewater treatment facility installed in the unincorporated areas of Big Horn County, or incorporated areas pursuant to this MOU, which has been issued a permit to construct in accordance to the Delegation Agreement by the

Wyoming Department of Environmental Quality Water Quality Division (herein after known as “WDEQ/WQD”) as required by Wyoming State law.

WHEREAS The Town of _____ is in need of these same services.

IT IS THEREFORE AGREED AS FOLLOWS:

B. STATEMENT OF JOINT OBJECTIVES:

1. Provide periodic evaluation and review of this MOU.
2. Work together to eliminate duplication of effort among the parties to this MOU.
3. Ensure that a permit to construct is issued by Land Planning for new construction, installation or modification of any small wastewater treatment facility installed in the incorporated area of _____.
4. Ensure that an on-site inspection is performed by Land Planning for any small wastewater treatment facility permitted by Land Planning for construction, installation or modification in the incorporated area of _____.

C. LAND PLANNING SHALL:

1. Create and maintain a filing system based upon legal description.
2. Develop appropriate forms to implement the regulations and provide copies of the forms to _____ (town office).
3. Review each Application, provide notice to the septic installer to proceed and inform the septic installer that an Inspection must be completed prior to burying the system.
4. Provide timely inspection of each system.
5. Make the findings of compliance or non-compliance as set forth in the regulations.
6. Complete the necessary paperwork and file it with the Town Clerk.
7. Complete any re-inspections.
8. Review any written complaints concerning the violations of the regulations.
9. Report any non-compliant applicants to the Town Clerk.

D. TOWN OF _____ SHALL:

1. Maintain a Town-wide database of small wastewater treatment facilities located inside the incorporated area of _____, including statements of compliance and non-compliance.

2. Create and maintain a filing system based upon legal description.
3. Be responsible for enforcement; whenever _____, Big Horn County or Land Planning receives a written complaint signed by the complainant or upon their own has reason to believe that there has been a violation of any provision of the regulations, Town of _____ shall notify the person or party in writing by first class mail to comply.
 - (a) A copy of this written notice shall also be provided to the Town of _____, specifically its Mayor and Council and Land Planning.
 - (b) If the person or party fails to comply with the notice issued by Town of _____, then the Mayor and Council shall cause the matter to be set for a hearing before the Mayor and Council to determine whether or not to issue an order to comply.
 - (c) If such person or party fails to comply with the duly issued order the Mayor and Council shall request the Town Attorney to initiate necessary actions to terminate the violation through criminal and/or civil measures.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. Either party, in writing, may terminate the instrument in whole, or in part, by giving 60 days' written notice to the other party.
2. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations and individuals.
3. Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of parties, or as binding either party to perform beyond the respective authority of each, or to require either assuming or expending any sum more than appropriations available. It is understood that all the provisions herein must be within financial, legal and personnel limitations, as determined practical by the parties for their respective responsibilities.
4. The term of this MOU commences on the below signed date and will automatically renew on July 1 of every calendar year, until either amended in writing by both parties or terminated by either party in accordance with the above terms of this MOU.

5. Any notice shall be sent to the following addresses:

**Board of Big Horn County Commissioners
Land Planning Office
425 Murphy Street
PO Box 29
Basin, WY 82410
(307)-568-2424 phone
(307) 568-2641 fax**

**Town of _____
PO Box _____
_____, WY _____
(307)-xxx-xxxx phone
(307)-xxx-xxxx fax**

6. Any modifications of this MOU shall be in writing and signed by both parties.
7. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
8. Time is of the essence in all provisions of this MOU.
9. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties, and the venue shall be the Big Horn County Judicial District, Basin, Wyoming.
10. The parties do not waive sovereign or governmental immunity by entering into this Agreement. The parties specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

11. The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach.
12. In witness whereof, the parties to this MOU through their duly authorized representatives have caused this MOU to be made and executed on the respective undersigned date, and certify that they have read, understood, and agree to the terms and conditions of this MOU as set forth herein.

BOARD OF BIG HORN COUNTY COMMISSIONERS

Chairman

Date

As adopted in an open meeting on _____ by the Board of County Commissioners.

ATTEST:

Lori Smallwood
Big Horn County Clerk

TOWN OF _____

Mayor

Date

As adopted in an open meeting on _____ by the Town Council.

ATTEST:

Town Clerk

TOWN OF GREYBULL
24 South 5th St
Greybull, WY 82426
Telephone: 307-765-9431 Fax: 307-765-2409

NOMINATION FOR BID FORM

Robert Williamson hereby nominates the following lot in the Frontier Subdivision to be published in the Greybull Standard for 3 weeks.

Date: 12/13/23

Lot number: 22

Acreage: 1.86

I hereby agree to pay a \$300 deposit to cover the publications costs. This fee is nonrefundable if there is no bid; is refundable if the bidder bids but is unsuccessful.

I understand that speculation is not allowed. Building milestones will be required with each bid with the following minimum requirement: 750square foot dwelling ready for occupation and connected to municipal water within 5 years, and Big Horn REA electric service within one (1) year of closing or pay the appropriate assessment relating to Big Horn REA's billing. The real property will revert to the Town of Greybull for Failure to meet milestones. Purchaser shall execute a quitclaim deed in favor of the Town of Greybull at closing which will be filed for failure to meet the milestones after due notice requiring council action. My proposed milestone shall be:

Bid \$18,000 per acre.

Phone: 210-723-7196

Signature of requesting party:

Robert Williamson

Carrie Hunt 12-13-23
Received by Date

Raymond A. Hunt 13 Dec 2023
Mayor Date

TOWN OF GREYBULL
24 South 5th St
Greybull, WY 82426
Telephone: 307-765-9431 Fax: 307-765-2409

NOMINATION FOR BID FORM

Robert Williamson hereby nominates the following lot in the Frontier Subdivision to be published in the Greybull Standard for 3 weeks.

Date: 12/13/23

Lot number: 23

Acreage: 1.88

I hereby agree to pay a \$300 deposit to cover the publications costs. This fee is nonrefundable if there is no bid; is refundable if the bidder bids but is unsuccessful.

I understand that speculation is not allowed. Building milestones will be required with each bid with the following minimum requirement: 750square foot dwelling ready for occupation and connected to municipal water within 5 years, and Big Horn REA electric service within one (1) year of closing or pay the appropriate assessment relating to Big Horn REA's billing. The real property will revert to the Town of Greybull for Failure to meet milestones. Purchaser shall execute a quitclaim deed in favor of the Town of Greybull at closing which will be filed for failure to meet the milestones after due notice requiring council action. My proposed milestone shall be:

Bid \$18,000 per acre.

Phone: 210-723-7196

Signature of requesting party: 

Carrie Hunt 12-13-23
Received by Date

 13 DEC 2023
Mayor Date

Lot #	Acres	Sales Price	Discounted Amount	Net Sales Price
1	1.96	\$ 35,280.00	\$ 8,820.00	\$ 26,460.00
20	1.63	\$ 29,340.00	\$ 7,335.00	\$ 22,005.00
22	1.86	\$ 33,480.00	\$ 8,370.00	\$ 25,110.00
23	1.88	\$ 33,840.00	\$ 8,460.00	\$ 25,380.00
30	1.99	\$ 35,820.00	\$ 8,955.00	\$ 26,865.00
36	1.62	\$ 29,160.00	\$ 7,290.00	\$ 21,870.00

\$ 49,230.00

POSSIBLE LOTS TO BE NOMINATED IF DISCOUNTED @25%

3	1.96	\$ 35,280.00	\$ 8,820.00	\$ 26,460.00
4	1.90	\$ 34,200.00	\$ 8,550.00	\$ 25,650.00
7	1.93	\$ 34,740.00	\$ 8,685.00	\$ 26,055.00
8	1.93	\$ 34,740.00	\$ 8,685.00	\$ 26,055.00

\$ 34,740.00

RESOLUTION 500
A RESOLUTION BY THE GOVERNING BODY OF THE TOWN OF GREYBULL
TO SET FEES FOR SHORT-TERM LODGING UNIT SPECIAL USE PERMIT
RENEWALS AS AUTHORIZED BY TOWN CODE 5.08.020.

WHEREAS, the Town Code provides Council the authority to set rates as listed below:

TITLE 5 BUSINESS LICENSING AND REGULATION
Chapter 5.08 – Short Term Lodging Unit

WHEREAS, The Governing Body of the Town of Greybull approved Ordinance #885 on January 8, 2024, with an effective date of January 18, 2024, pertaining to Short Term Lodging Units; and

WHEREAS, no person shall operate or maintain a Short-Term Rental within the town without first obtaining an annual special use permit for each residential occupancy unit rented separately; and

WHEREAS, Applications may be made for Short-Term Rental Special Use Permit in Low-Density Residential, Medium Density Residential, Highway Business District, General Business District, and Ag District. The permit process requires an application completed in accordance with Title 5, Chapter 5.08 of the Greybull Town Code which may be obtained at town hall; and

WHEREAS, Greybull Town Code 05.08.030 and 5.08.040 addresses special use permit fees with new application permit fee in the amount of \$200.00, expiring on December 31st of the year it was obtained/issued; and

WHEREAS, any person holding a special use permit shall make application annually for its renewal before thirty (30) days of its expiration and shall make payment of renewal fees in the amount of \$150.00 which shall be established by Resolution from time to time; and

WHEREAS, The Town Clerk shall set a public hearing on such renewal, and the Town Council may grant, deny, or alter such permit as it shall establish after hearing. The notification of surrounding owners within 300' is not required for renewal; and

IT IS THEREFORE RESOLVED, effective January 18, 2024, the fee for short term rental units' renewal fee shall be \$150.00 annually.

PASSED, APPROVED, AND ADOPTED THIS 8th day of January 2024.

By the Governing Body of the Town of Greybull

Myles Foley, Mayor

Chris Dooley, Councilmember

Gerald Crist, Councilmember

Blaine Jolley, Councilmember

Jeremy Kottman, Councilmember

ATTEST: _____
Dana Carroll, Town Clerk

RESOLUTION #501

WHEREAS, the Governing Body of the Town of Greybull wishes to designate Big Horn Federal as a depository for the Town of Greybull and authorizes the following personnel to be signers with Big Horn Federal on the Town of Greybull accounts for the calendar year 2024: Myles Foley, Mayor; Carrie Hunt, Administrator; Chris Dooley, Mayor Pro Tem; and Dana Carroll, Town Clerk.

IT IS THEREFORE RESOLVED, the Governing Body of the Town of Greybull authorizes the effective date of this resolution as January 8th, 2024.

Approved this 8th day of January 2024.

Myles Foley, Mayor

Chris Dooley, Councilmember

Gerald Crist, Councilmember

Blaine Jolley, Councilmember

Jeremy Kottman, Councilmember

ATTEST: _____
Dana Carroll, Town Clerk

RESOLUTION 502

WHEREAS the Governing Body of the Town of Greybull wishes to designate Bank of Greybull as a depository for the Town of Greybull and authorizes the following personnel to be signers with Bank of Greybull on the Town of Greybull accounts for the calendar year 2024: Myles Foley, Mayor; Carrie Hunt, Administrator; Chris Dooley, Mayor Pro Tem; and Dana Carroll, Town Clerk.

IT IS THEREFORE RESOLVED, the Governing Body of the Town of Greybull authorizes the effective date of this resolution as January 8th, 2024.

Approved this 8th day of January 2024.

Myles Foley, Mayor

Chris Dooley, Councilmember

Gerald Crist, Councilmember

Blaine Jolley, Councilmember

Jeremy Kottman, Councilmember

ATTEST: _____
Dana Carroll, Town Clerk

RESOLUTION 503

WHEREAS, the Governing Body of the Town of Greybull wishes to designate Security State Bank as a depository for the Town of Greybull and authorizes the following personnel to be signers with Security State Bank on the Town of Greybull accounts for the calendar year 2024: Myles Foley, Mayor; Carrie Hunt, Administrator; Chris Dooley, Mayor Pro Tem; and Dana Carroll, Town Clerk.

IT IS THEREFORE RESOLVED, the Governing Body of the Town of Greybull authorizes the effective date of this resolution as January 8th, 2024.

Approved this 8th day of January 2024.

Myles Foley, Mayor

Chris Dooley, Councilmember

Gerald Crist, Councilmember

Blaine Jolley, Councilmember

Jeremy Kottman, Councilmember

ATTEST: _____
Dana Carroll, Town Clerk

RESOLUTION 504

WHEREAS, the Governing Body of the Town of Greybull wishes to appoint a town attorney to represent the town and consult on town matters for the calendar year 2024, and Kent Richins has been selected for appointment.

IT IS THEREFORE RESOLVED; the Governing Body of the Town of Greybull hereby appoints Kent Richins as the town attorney for the calendar year 2024.

Approved this 8th day of January 2024.

Myles Foley, Mayor

Chris Dooley, Councilmember

Gerald Crist, Councilmember

Blaine Jolley, Councilmember

Jeremy Kottman, Councilmember

ATTEST: _____
Dana Carroll, Town Clerk

CURRENT EDU		CURRENT RATE	PROPOSED RATE
	1,460	\$ 11.50	\$ 12.65
		COST / YEAR	COST / YEAR
		\$ 201,480.00	\$ 221,628.00

FY 24 BUDGET WATER REVENUE

	\$ 860,000.00
INCREASE BHRJPB	\$ 20,148.00
% INCREASE PASS THRU	2.34%

Town of Greybull

Barbara Bonds <barbara@wyolaw.com>

Mon, Jan 8, 2024 at 8:29 AM

To: Admin <admin@greybullwy.gov>, Heather Kammerman <heather@wyolaw.com>, "krichins@rtconnect.net" <krichins@rtconnect.net>

Cc: "Scheel, Jennifer - RD, WY" <jennifer.scheel@usda.gov>

Attached hereto please find a first draft of the ordinance for the permanent financing of the sewerage project. This draft will be used for the first and second readings by the Council.

I am working on the balance of the documents for the financing and will get them out shortly for USDA to use to get Closing Instructions.

Barbara



PERMANENT FINANCING ORDINANCE.pdf

327K

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE TOWN OF GREYBULL, WYOMING, OF ITS SEWERAGE REVENUE BOND, SERIES 2024, DATED _____, 2024, IN THE PRINCIPAL AMOUNT OF \$_____, FOR THE PURPOSE (I) REFINANCING THE TOWN'S SEWERAGE REVENUE BOND ANTICIPATION NOTE, SERIES 2023, DATED JULY 31, 2023, IN THE PRINCIPAL AMOUNT OF \$_____, AND (II) PAYING CERTAIN INCIDENTAL COSTS INCURRED IN CONNECTION WITH THE FOREGOING; APPROVING THE FORM, TERMS AND PROVISIONS OF THE BOND, A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO THE ISSUANCE THEREOF; AUTHORIZING THE MEMBERS OF THE GOVERNING BODY AND EMPLOYEES OF THE TOWN TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE ISSUANCE AND SALE OF SAID BOND AND THE CONSUMMATION OF SAID TRANSACTIONS.

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 Town owns and operates a revenue-producing sanitary sewerage treatment and distribution facility (the "Sewerage Facility"); and

WHEREAS, the governing body of the Town (the "Governing Body") determined that it was necessary to complete Phase II of the improvements to the Sewerage Facility (i.e., removal and replacement of clay tile sanitary sewer pipe with PVC sanitary sewer pipe, installation of new manholes, and replacement of service lines to customers' property lines); and

WHEREAS, in anticipation of permanent financing for the improvements, the Town sold and delivered, at private sale, its "Sewerage Revenue Bond Anticipation Note, Series 2023," in the maximum principal amount of \$550,000, dated July 31, 2023 (the "Series 2023 Anticipation Note") to Security State Bank in Basin, Wyoming, as purchaser (the "Interim Financing"); and

WHEREAS, the Governing Body has now determined that it is necessary to provide funds for the purpose of (i) refinancing the Series 2023 Anticipation Note, and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the "Sewerage Project"). The estimated cost of such Sewerage Project, is approximately \$_____, and it is anticipated that said cost will be paid by a grant from the Wyoming State Loan and Investment Board in the amount of \$_____ and a loan from Rural Utilities Service ("RUS") in the amount of \$_____; and

WHEREAS, the loan will be evidenced by the issuance of the Town's "Sewerage Revenue Bond, Series 2024," dated _____, 2024, in the principal amount of \$_____ (the "Series 2024 Bond" or the "Bond"); and

WHEREAS, the RUS loan is in an aggregate 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 sewerage facility times \$1,200, and will be payable solely from revenues generated by the municipal sewerage facility 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, the Bond will be sold at private sale to RUS, as purchaser (the “Purchaser”), in accordance with its “sophisticated investor” letter dated _____, 2024 (the “Investment Letter”), a copy of which is attached hereto as EXHIBIT A to ATTACHMENT I of this Authorizing Ordinance and by this specific reference is made a part hereof; and

WHEREAS, the Governing Body hereby determines that it is necessary at this time to provide for the form of the Bond and other details concerning its issuance, confirm the sale of the Bond and to further authorize the delivery thereof;

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

Section 1. Authorization. The Town shall deliver its Series 2024 Bond, 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 Bond.

Section 2. Approval and Execution of Documents. The Bond shall be sold to the Purchaser pursuant to the provisions of the Purchase Agreement. 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 Authorizing Ordinance 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 Authorizing 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 2024 calendar year, and hereby designates the Series 2024 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 Sewerage Project or 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 Sewerage Project 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 Authorizing 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 Authorizing Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Authorizing 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. Authorizing Ordinance Irrepealable. After said Bond has been delivered, this Authorizing 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 Authorizing Ordinance are hereby repealed to the extent that they conflict with this Authorizing Ordinance.

Section 9. Severability. Should any part or provision of this Authorizing 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 Authorizing Ordinance is severable.

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

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

**FIRST READING:
SECOND READING:
THIRD READING:**

TOWN OF GREYBULL, WYOMING

/s/
Mayor

ATTESTED:

/s/
Town Clerk/Treasurer

ATTACHMENT I

Section 1. Bond Details. The Series 2024 Bond shall be fully registered, without coupons, registered in the name of the United States of America Acting through the Department of Agriculture, c/o Finance Office, 4300 Goodfellow Blvd, St. Louis MO 63120, as Registered Owner, with schedules attached thereto showing the maturity of installments of principal, interest and total payments. Unless the Town shall otherwise direct, the registered Bond shall be numbered R-001.

The Series 2024 Bond shall be issued in the principal amount of \$_____ and bear interest from date to maturity at the rate of _____ PERCENT (____%) per annum, payable annually on _____ (the "Payment Date(s)"), commencing _____, 2025, and principal of the Bond shall mature on said Payment Date(s) each year, commencing _____, 2025, in the installments set forth below:

SERIES 2024 BOND - \$

<u>Payment Dates</u>	<u>Interest Amounts</u>	<u>Principal Amounts</u>	<u>Total Payment</u>
___/___/2025			
___/___/2026			
___/___/2027			
___/___/2028			
___/___/2029			
___/___/2030			
___/___/2031			
___/___/2032			
___/___/2033			
___/___/2034			
___/___/2035			
___/___/2036			
___/___/2037			
___/___/2038			
___/___/2039			
___/___/2040			
___/___/2041			
___/___/2042			
___/___/2043			

<u>Payment Dates</u>	<u>Interest Amounts</u>	<u>Principal Amounts</u>	<u>Total Payment</u>
__/__/2044			
__/__/2045			
__/__/2046			
__/__/2047			
__/__/2048			
__/__/2049			
__/__/2050			
__/__/2051			
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__/__/2058			
__/__/2059			
__/__/2060			
__/__/2061			
__/__/2062			
__/__/2063			
__/__/2064			

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 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 Series 2024 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/Treasurer, 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 are 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 Town 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 Series 2024 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 Series 2024 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/Treasurer. The Clerk/Treasurer shall endorse a certificate on the Bond, stating that the same is delivered 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/Treasurer. Said certificate shall be signed with the manual signature of the Clerk/Treasurer. 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 certificates shall be in substantially the following forms:

(Form of Series 2024 Bond)

THIS SERIES 2024 BOND WAS 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 BOND WAS BEING ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SAID 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.

**UNITED STATES OF AMERICA
STATE OF WYOMING
TOWN OF GREYBULL, WYOMING
SEWERAGE REVENUE BOND, SERIES 2024**

NO. R-001

\$ _____

INTEREST RATE

MATURITY DATE

**ORIGINAL
DELIVERY DATE**

(SEE ATTACHED SCHEDULE)

_____, 2024

REGISTERED OWNER:

**UNITED STATES OF AMERICA, ACTING THROUGH
THE DEPARTMENT OF AGRICULTURE
C/O FINANCE OFFICE
4300 GOODFELLOW BLVD
ST. LOUIS, MO 63120**

PRINCIPAL AMOUNT:

**_____
(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 _____, 2025, in which event this Bond shall bear interest from _____, 2024, 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 _____, 2025, 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/Treasurer 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/Treasurer, all as of the ____ day of ____, 2024.

TOWN OF GREYBULL, WYOMING

(Manual Signature)
Mayor

COUNTERSIGNED AND ATTESTED:

(Manual Signature)
Town Clerk/Treasurer

(Form of Bond Registrar's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2024 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:**

_____, 2024

**TOWN CLERK/TREASURER
TOWN OF GREYBULL, WYOMING**
as Bond Register

By: _____
(Manual Signature)
Authorized Officer

(Form of Town Clerk/Treasurer's Certificate)

TOWN CLERK/TREASURER'S CERTIFICATE

I, the undersigned, the duly qualified, sworn and acting Town Clerk/Treasurer of the Town of Greybull, Wyoming, do hereby certify that the within Bond is delivered 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 ____, 2024.

(Manual Signature)
Town Clerk/Treasurer

(Form of Prepayment Panel)

PAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been paid in accordance with the terms of the Bond Ordinance authorizing the issuance of this Bond.

Date of Payment	Principal Prepaid of	Signature of Authorized Representative Registered Owner
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL PROVISIONS

This Bond is the only bond of the series (the “Series 2024 Bond” or the “Bond”) in the principal amount of _____ **DOLLARS (\$_____)** par value, delivered by the Town for the purpose of providing funds for paying part of the cost of (i) refinancing the Series 2022 Anticipation Note, and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the “Sewerage Project”), under, by virtue of and in full conformity with the Constitution of the State of Wyoming; Wyo. Stat. 15-1-103 (the “Act”); and all other laws thereunto enabling, and pursuant to the duly adopted Bond Ordinance authorizing the issuance of this Bond. The governing body of the Town (the “Governing Body”) has represented that it will take all action permitted by law to satisfy the obligations of the Town under the Bond Ordinance.

This Bond is secured by and payable solely out of a special fund created in full conformity with law and designated as the “Series 2024 Sewerage Revenue Bond, Bond Fund” (the “Bond Fund”) into which Bond Fund the Governing Body covenants to deposit such amounts, from the Net Revenues derived from rates, fees and charges for connection to, use of and services furnished by the Town’s municipal sewer facility (the “Pledged Revenues”), in amounts sufficient, together with earnings and 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 sewerage facility less amounts [excluding current depreciation balances or depreciation expenses appertaining to said facilities] necessary for the operating and maintaining of the Town’s municipal sewerage facility.) If necessary, payment of principal and interest on the Bond shall be made from the “Series 2024 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 delivered 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 this Series 2024 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 of the Bond, 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 this Series 2024 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.

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

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DEBT SERVICE SCHEDULE

<u>Payment Dates</u>	<u>Interest Amounts</u>	<u>Principal Amounts</u>	<u>Total Payment</u>
__/__/2025			
__/__/2026			
__/__/2027			
__/__/2028			
__/__/2029			
__/__/2030			
__/__/2031			
__/__/2032			
__/__/2033			
__/__/2034			
__/__/2035			
__/__/2036			
__/__/2037			
__/__/2038			
__/__/2039			
__/__/2040			
__/__/2041			
__/__/2042			
__/__/2043			
__/__/2044			
__/__/2045			
__/__/2046			
__/__/2047			
__/__/2048			
__/__/2049			
__/__/2050			
__/__/2051			

<u>Payment Dates</u>	<u>Interest Amounts</u>	<u>Principal Amounts</u>	<u>Total Payment</u>
__/__/2052			
__/__/2053			
__/__/2054			
__/__/2055			
__/__/2056			
__/__/2057			
__/__/2058			
__/__/2059			
__/__/2060			
__/__/2061			
__/__/2062			
__/__/2063			
__/__/2064			

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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 deliver 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 Series 2024 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 herein above set forth shall have been duly executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the 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 Series 2024 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 Series 2024 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 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 bonds 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 bonds 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 Bonds. 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 Bonds. 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 maybe required by the Bond Registrar.

Section 11. Registration by Town Clerk/Treasurer. The Town Clerk/Treasurer shall keep a book in which shall be registered the Series 2024 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 delivered that are payable from the income and revenue of the Town's municipal sewerage facilities and having a lien upon the Net Revenues which is superior to the lien of the Series 2024 Bond authorized herein. However, nothing contained in this Ordinance shall be construed in such manner as to prevent the delivery 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 bonds authorized herein; provided the Net Revenues derived from the operation of the municipal sewerage facilities for the fiscal year following the year in which such bonds are to be delivered will be at least 125 percent of the average annual debt serviced requirements on all bonds outstanding, including the newly-issued bonds. 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 delivery of additional parity lien bonds or other obligations may be waived or modified by the written consent of the Bond Owner.

For purposes of this Ordinance, “Net Revenues” is defined as the gross income and revenue of the Town’s sewerage facilities less amounts [excluding current depreciation balances or depreciation expenses appertaining to the facilities] necessary for operation and maintenance thereof.

Section 13. Disposition of Bond Proceeds. The Series 2024 Bond authorized herein shall be sold and delivered solely for the purpose of providing funds for paying part of the cost of (i) refinancing the Town’s Sewerage Revenue Bond Anticipation Note, Series 2023, dated July 31, 2023, in the principal amount of \$550,000, and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the “Sewerage Project”). 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 delivered. 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 Sewerage Project 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 Series 2024 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 “Series 2024 Sewer Revenue, 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.

C. 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.

D. 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 “Series 2024 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 Series 2024 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 Series 2024 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 "Series 2024 Bond Reserve Requirement"). Commencing _____, 2024 and continuing on the _____ day of each month, the Town shall deposit \$_____ into the Fund until such time that the Series 2024 Bond Reserve Requirement is met. No additional payments need be made into the Reserve Fund so long as the deposit therein shall equal or exceed the 2024 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 deliver 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 delivered 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 _____, 2025, 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 sewerage 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 deliver 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. 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.

F. 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.

G. 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.

H. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any installments of principal of the Bond remain 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 any time the privileges and rights of the Owner of the Bond.

I. 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.

J. 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 Series 2024 Bond in such Fiscal Year and any other parity debt obligations.

K. Budgets. The Town shall annually and at such other times as may be provided bylaw 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 sewerage facility and a current listing of the members of its Governing Body and their terms.

L. 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.

M. 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.

N. 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.

O. 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 sewerage facilities without applying the net proceeds thereof to redeem all or a portion of the Principal Balance of the Bond pursuant to Section 4 thereof.

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

(1) 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.

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

(3) Audit. The Town shall also provide an audit to the Registered Owner within 180 days of the close of the Town's fiscal year.

Q. 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," within the meaning of the Code.

R. Conflict of Documents. Pursuant to RUS Bulletin 1780-28, the Town has executed a Loan Resolution and Security Agreement (the "Loan Agreement") for the benefit of the Owner of the Bond. In the event of conflict between this Bond Ordinance and the Loan Resolution or any other United States Department of Agriculture ("USDA") agreement, the USDA agreement shall control.

S. Graduation. If at any time it shall appear to USDA that the Town is able to refinance the amount of the indebtedness evidenced by the Series 2024 Bond, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Town will, upon request of USDA, apply for and accept such loan in sufficient amount to repay USDA and will take all such actions as may be required in connection with such loan.

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 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 herein above 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.

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EXHIBIT A