

**Record of Proceedings**  
**Town of Chugwater, Wyoming**  
**Public Hearing**  
**Special Meeting**  
**September 19, 2016**

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**Pledge of Allegiance:**

**Roll Call:**

Councilperson Clark, Councilperson Redding, Mayor Sand, Councilperson Stinnette and Councilperson Schirmer all present and accounted for.

**Public Hearing:**

Public Hearing called to order at 7:02 PM.

Alex Cadar, who was awarded the bid for the gas station/convenience store, presented his request to the Town of Chugwater for first right of refusal to become partners with him.

Rumors dispelled regarding: (1) Alex's request for \$350,000.00 from the Town for the gas station. (2) Alex Cadar is broke. (3) Alex Cadar does not pay his employees. (4) Alex Cadar owes a lot of people money. All of these rumors are NOT true.

Alex's request for the Town to partner with him is because he does not own the property. Since the Town of Chugwater owns the property, he would like to Town to have the first option to become partners with him or have the first right of refusal. The benefit to the partnership is that the Town would have full access to financial information regarding the loan. The Town would also be able to keep the station in their possession to run, sell or lease if something were to happen to Alex.

There are several banks interested in giving Alex a loan so that would be the next option for financing but then the Town would not have accessibility to his financial records, such as late payments, etc.

If Alex chooses to go with private investors, they would be paid first and foremost. Again, the Town would not have accessibility to his financial records regarding his loan status.

Alex's request is based on protecting the Town in case something happens to him. He is ready to fulfill his part of the agreement by selling gas within his timeframe but if he uses another option for financing, then he may not be able to give the Town any special discounts he had originally planned on. With other financing options, he will proceed in phases with gas and

convenience store first, then add his kitchen, repair shop and other amenities he would like to provide.

Public Hearing ended at 7:35 PM to go into the Special Meeting.

Mayor Sand thanked everyone for voicing their opinions.

### **Special Meeting:**

#### ***TDS Contract***

Two months ago the Town of Chugwater signed a new contract with TDS.

WYDOT requested a copy of the contract because WYDOT is being billed by TDS.

In our contract it states that everything within the city limits is to be billed by the Town.

WYDOT is requesting to be billed by the Town rather than TDS.

The Attorney General's office made the ruling that the Town of Chugwater will bill WYDOT for their garbage.

The Town of Chugwater now needs to amend the agreement with TDS to include WYDOT.

The new contract from TDS will add WYDOT as a large volume user and charge the Town \$110.00 per dumpster.

Right now WYDOT is billed \$115.00 per dumpster per month by TDS. WYDOT does have six (6) dumpsters within the city limits. One (1) dumpster is located at the WYDOT shop and five (5) are at the Rest Area, also within the Town city limits.

TDS advised Mayor Sand that they pick up trash twice a week at the Rest Area due to volume.

TDS come weekly on Thursday mornings for all trash pickup in Town.

The Town of Chugwater had been billing WYDOT \$58.00 per dumpster when it came to the attention of the Town Treasurer, Patti Pierson, that WYDOT was also being billed by TDS for trash service.

WYDOT can choose to have as many dumpsters as they would like to have removed in the wintertime to reduce costs. In the summertime when they need them returned, TDS would haul them back to the Rest Area for the specified months.

WYDOT can also go to a small business dumpster at the shop for additional savings to the State.

TDS is stating that a large business does not have the volume that the Rest Area dumpsters do and therefore needs to charge WYDOT more for volume.

WYDOT does not generate the trash, but the tourists doing so.

WYDOT dumpsters are the same size as the large business dumpsters.

The new TDS agreement with the Town of Chugwater goes into effect on October 1, 2016.

The Town of Chugwater will charge WYDOT \$110.00 per dumpster with no extra charge from the Town.

Patti Pierson will find when TDS comes to pick up WYDOT's trash if they come twice a week.

Patti Pierson will also find out if other trash companies can provide trash service to Chugwater and what they would charge to do so.

This discussion will be on the Agenda for October 3, 2016 Town Council Meeting.

**Gas Station**

Alex has asked the Town of Chugwater if we would like to be partners. Alex wanted to give the Town of Chugwater the first option to either accept or decline his offer of partnership. The options are: (1) do nothing (2) say yes (3) say yes with conditions (4) say no. The point of this meeting was to clear the air and stop the rumors.

**Outcome of Meeting:**

Motion made by Councilperson Clark and seconded by Councilperson Schirmer to adopt the amended TDS agreement and revisit this discussion at the October Town Council Meeting with the recommendation from Attorney Edmonds. All in favor. Motion passed unanimously.

No motion made on the proposal from Alex for the Town to co-partner with him. Councilperson Clark is not in favor. Councilperson Schirmer is not in favor. Councilperson Stinnette is in favor. No comment from Councilperson Redding.

Mayor Sand addressed the meeting and stated that although everyone has the right to run for public office, threats to individuals running for office will NOT be tolerated and these actions need to cease immediately.

**Adjournment:**

Meeting adjourned by Mayor Sand at 8:16 PM.

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Town Clerk

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Mayor