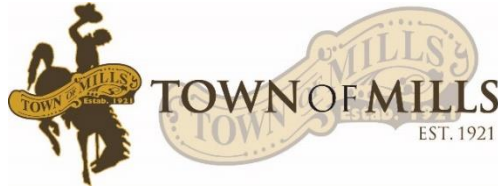


**REGULAR TOWN
COUNCIL MEETING
October 27, 2020
7:00 PM
Town Hall**



Mayor:
Seth Coleman
Council President:
Sara McCarthy
Council Members:
Darla Ives
James Hollander
Ron Wales

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

- 1. Public Hearing:** Twin Homes

CONSENT AGENDA

Minutes

2. Council Meeting Minutes 10-13-2020
3. Executive Session Minutes for a Personnel Issue

Town Licenses

4. New and Renewal Business and Contractor Licenses 10-27-2020

Financial Approvals

5. Regular and Police Payroll 9-28-2020 to 10-11-2020
6. Fire Payroll 9-25-2020 to 10-6-2020
7. Fire Payroll 10-7-2020 to 10-18-2020

ORDINANCES AND RESOLUTIONS

- 8. Ordinance 747: Second Reading:** An Ordinance Concerning a Franchise Agreement with Mountain West Telephone
- 9. Ordinance 750: THIRD AND FINAL READING:** An Ordinance to Rezone Sullivan Simple Subdivision
- 10. Ordinance 751: First Reading:** An Ordinance Amending Sections 18.04.030, 18.080.030 and 18.08.040, to Include Twin Homes
- 11. Resolution 2020-43:** A Resolution Approving a Site Plan for a 3,200 Ft Shop in Tract B, Fossil Creek Addition #2

12. Resolution 2020-44: A Resolution of the Town of Mills Wyoming, Designating Additional Banking Institutions To Be Used for The Fiscal Year Beginning June 30th, 2020 to July 1st, 2021

13. Resolution 2020-45: A Resolution Authorizing the Town of Mills, To Transfer a Water Line Easement to Benefit Certain Property

14. Resolution 2020-46: A Resolution Approving a Site Plan For An 4,800 SQ. FT Lean-To Structure

COUNCIL APPROVALS

15. Council Approval of the Mailk Hegge Site Plan Agreement

16. Council Authorizes the Mayor to Sign the Agreement with Community Leasing for Financing for a New Sanitation Truck

OPEN DISCUSSION

EXECUTIVE SESSION

ADJOURNMENT

NEXT MEETING - November 17th, 2020 @ 7:00pm/ December 15th, 2020 @ 7:00pm

NEXT WORK SESSION - November 16th, 2020 @ 9:00am/ November 17th, 2020 @ 6:00pm/ December 14th, 2020 @ 9:00am/ December 15th, @ 6:00pm

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.



704 Fourth Street
P.O. Box 789
Mills, Wyoming 82644
Phone: 307-234-6679
Fax: 307-234-6528

MEMORANDUM

Date: 28 September 2020
To: Mills Town Planning & Zoning Board
From: Scott Radden, Town Planner
Subject: 22 October P&Z (Special) Meeting

TX -02-2020 Public Hearing: A petition by the Mills Town Council to consider a text amendment to the Mills Zoning Ordinance, Ord. No. 719, to include twin homes as a permitted use within the Established Residential (E-R) and Mixed-Size Residential (MSR) Zoning Districts.

Background:

The Mills Town Council has identified the need to include twin homes as a permitted use in the E-R and MSR Zoning Districts. Twin homes have been a functional and economical housing option, for many years, around the Casper area. The council has recognized this need, through the success stories of realtors, developers and homeowners, as a viable option for safe, affordable housing within Mills. This was already approved as Ordinance 681 in 2016 but was mistakenly left out of the major revision and approval of Ordinance 719, in 2018.

As required by the Mills Zoning Ordinance and State Statutes, notification of the proposed text amendment was published in the Casper Star Tribune a minimum of 15 days in advance of the public hearing. The ad appeared in the 27 September 2020 edition of the Casper Star Tribune.

Section 17.04.030 - Definitions:

Twin Homes: A single family dwelling attached to one other single family dwelling by a common wall, each of which is located on an individually owned, and separately platted subdivision lot, and sharing one common lot line.

Section 17.080.030 – Permitted Uses (Residential Districts)

15. Twin-Homes Allowed by Right in Established Residential and Mixed-Size Residential Zoning Districts

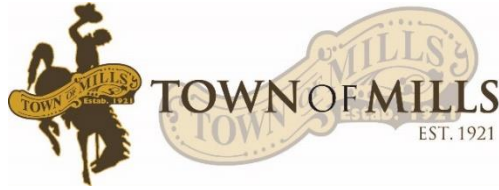
Section 17.08.040 Zoning District Minimum Lot Requirements

Established Residential - Minimum Lot Area: (Twin Homes) 3,500 Square Feet; Minimum Lot Width: (Twin Homes) 35 Feet;

Mixed-Size Residential - Minimum Lot Area: (Twin Homes) 3,500 Square Feet; Minimum Lot Width: (Twin Homes) 35 Feet;

Staff Recommendation: Staff recommended the Planning and Zoning Board forward a “do pass” recommendation to the Town Council to approve TX-02-2020, an amendment of Ordinance No. 719, to include twin homes as a permitted use within the E-R and MSR Zoning Districts.

**REGULAR TOWN
COUNCIL MEETING
October 13, 2020
7:00 PM
Town Hall**



Mayor:
Seth Coleman
Council President:
Sara McCarthy
Council Members:
Darla Ives
James Hollander
Ron Wales

MINUTES

CALL TO ORDER

Mayor opened the meeting at 7:00pm

ROLL CALL

PRESENT

Mayor Seth Coleman
Council President Sara McCarthy
Council Member Darla Ives
Council Member Jim Hollander
Council Member Ronald Wales

CONSENT AGENDA

Minutes

1. Council Meeting Minutes 9-29-2020

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

2. Executive Meeting Minutes 9-29-2020

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

Town Licenses

3. New and Renewal of Town Business and Contractor Licenses

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member

Hollander, Council Member Wales

Financial Approvals

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council Member Ives, Council Member Hollander

4. Fire Payroll 9-13-2020 to 9-24-2020

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

5. Regular Payroll & Police 9-14-2020 to 9-27-2020

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

6. Bill Report Breakdown

Motion made by Council Member Wales, Seconded by Council President McCarthy.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

ORDINANCES AND RESOLUTIONS

7. Ordinance 750: Second Reading: An Ordinance to Rezone Tract 2, Sullivan Simple Subdivision from Established Industrial to Established Residential

Motion made by Council Member Wales, Seconded by Council Member Hollander.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

8. Ordinance 747: First Reading: Mountain West Franchise Agreement

Motion made by Council President McCarthy, Seconded by Council Member Ives.
Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

OPEN DISCUSSION

None

EXECUTIVE SESSION

9. **Personnel Issue**

Mayor asked for a motion to go into Executive Session for a Personnel Issue

Motion made by Council President McCarthy at 7:03pm to go into an Executive Session for a Personnel Issue. Seconded by Council Member Wales.

Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

Back from Executive Session at 7:37pm. No action taken.

ADJOURNMENT

Mayor asked for a motion to adjourn the meeting at 7:38pm

Motion made by Council Member Wales, Seconded by Council Member Hollander.

Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander, Council Member Wales

NEXT MEETING - October 27th, 2020 @ 7:00pm/ November 17th, 2020 @ 7:00pm/ December 15th, 2020@ 7:00p

NEXT WORK SESSION - October 27th, 2020 @6:00pm/ November 16th, 2020 @ 9:00am/ November 17th, 2020@ 6:00pm

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

Mayor, Seth Coleman

Town Clerk, Christine Trumbull

Council Meeting OCT 27, 2020

Item # 4.

NEW BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	B.BS Q	N/A	Yes

RENEWAL BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	All Out Fire	Yes	Yes
2	Backwards Mechanics Auto Central	Yes	Yes
3	The Plant Station	Yes	Yes
4	Walter Cement Construction	N/A	Yes
5			
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23			

Council Meeting OCT 27, 2020

Item # 4.

NEW CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Valor Construction	Yes	Yes	N/A

RENEWAL CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Ashby Construction	Yes	Yes	N/A
2	Bailly's Plumbing & Heating	Yes	Yes	N/A
3	Bar W Construction	Yes	Yes	N/A
4	Wright Way Roofing & Fence	Yes	Yes	N/A
5				
6				
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22				
23				

Application for Business License - Town of Mills

DATE 10-20-20

Item # 4.

Incomplete Applications will be returned. Complete all fields in RED

License # 9727



I, Brian Byrd, the owner of B.B.S Q
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 1480 S. Illinois Ave. Casper, WY 82609
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

- New
- Renewal
- Expired (fee is doubled)
- Commercial \$65.00
- Home \$65.00
- Itinerant Sales \$25.00

PAID
OCT 20 2020
TOWN OF MILLS

***** All door to door sales operating hours are limited to 8:00 A.M. to 8:00 P.M. *****

OFFICE USE ONLY

I, CHRISTIE TRUMBULL, Town Clerk of the Town of Mills Wyoming, do hereby certify that the above license was read, examined and was / was not granted at a regular meeting of the Town Council held on the 27 day of OCTOBER, 2020.

Attest Christie Trumbull
Town Clerk

do hereby apply to the Town Council of the Town of Mills for a Business License to operate my

Food Truck within the Town of Mills for a
DESCRIBE THE TYPE OF BUSINESS

period of ONE year, beginning the 27 day of October, 2020.

Business mailing address: 1480 S. Illinois Ave.
City Casper State WY Zip 82609

Business phone number: 307-315-3852 WY Tax ID Number: _____

- Do you travel in and out of Mills, WY for your Business? YES NO
- Do you have any type of equipment, trucks, cars, trailers, materials, etc. that will be parked at your business location in Mills, WY? YES NO If YES, how many? _____
- Does your business operate out of a commercial building? YES NO
- Does your business operate out of a residential home? YES NO
- Is your business mobile (i.e. Taxi, Handyman, Construction, etc.)? YES NO

Signed Brian Byrd Print Name Brian Byrd

Fee is to be PAID before license is approved

A business license is required for ANY business to operate within the Town of Mills. If your main location is not in Mills, but you come into Mills to sell, or to perform a service, a license is required. Please call Town Hall at 234.6679 if you have any questions. You may fax your insurance to 307.234.6528. To schedule your Fire Inspection call 307.234.8481.

OFFICE USE ONLY

Insurance Expiration Date: 10/14/21 Fire Inspection Completed Date: 10 - N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
NAIC # 10200		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		UDC-4631489-CGL-20	10/14/2020	10/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

9727

SCANNED

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
 CONSUMER HEALTH SERVICES
 2219 CAREY AVE
 CHEYENNE, WY 82002
 EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES**

Retail Food

ACCOUNT # 10416

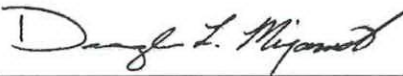
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

**B.BS Q
 1480 S ILLINOIS AVE
 CASPER, WY 82609**

**EXPIRATION DATE:
 9/28/2021**

**B.BS Q
 BRIAN BRYD
 1480 S ILLINOIS AVE
 CASPER, WY 82609**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
 AND POSTED CONSPICUOUSLY
 AT THE PHYSICAL LOCATION**

9727



**STATE OF WYOMING
DEPARTMENT OF REVENUE**

Excise Tax Division

DALE PAULLEY
Field Representative
dale.paulley@wyo.gov

800 Werner Ct Ste 145
Casper, WY 82601-1379

Phone (307) 266-3621
Cheyenne (307) 777-5543

<http://revenue.wyo.gov>

SCANNED

Application for Contractor License - Town of Mills

DATE 10/19/20

License # 9726



Incomplete Applications will be returned. Complete all fields in RED

I, James Bowen, the Owner of Valor Construction LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 1732 Westridge Way Casper, Wyo. 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

New Commercial \$35.00
 Renewal
 Expired (fee is doubled)

PAID *CL*
OCT 19 2020
TOWN OF MILLS

do hereby apply to the Town Council of the Town of Mills for a Contractor License to operate my business within the Town of Mills

period of ONE year, beginning the 27 day of OCTOBER, 2020.

Business mailing address: 1732 Westridge Way
City Casper State Wyo Zip 82604

Business phone #: 307-267-8872 Contractor ID #: CL-20-164
GC11-064

Contractor ID # issued by: Natrona County City of Casper Town of Mills State of Wyo
(circle one)

Signed [Signature] Print Name James Bowen

Fee is to be PAID before license is approved

A contractor license is required for a contractor to operate business within the Town of Mills. Please call Town Hall at 234.6679 if you have any questions.

Fire Inspection Fire Inspection Completed Date 11/17
Proof of Liability Insurance: Insurance Expiration Date 8-17-2021
Contractor License Contractor License Expiration Date 12-31-2020

(The Town must have a copy of your Certificate of Liability from your insurance company)

OFFICE USE ONLY
I, CHRISTINE TRUMBULL, Town Clerk
of the Town of Mills Wyoming, do hereby certify
that the above license was read, examined and
was / was not granted at a regular meeting of
the Town Council held on the 27 day
of OCTOBER, 2020.
Attest [Signature]
Town Clerk

[Handwritten mark]

9326


SCANNED

Natrona County Building Department
 Casper, Wyoming

Number GCII-064 Identification Card
 This is to certify that

VALOR CONSTRUCTION, LLC
 Has met the license requirements to perform work in Natrona County as
-GENERAL CONTRACTOR CLASS 2-
 This license expires: **December 31, 2020**
 Unless cancelled or revoked. Must be carried on person. Good only
 when signed by the Building Official or authorized designee.

Jason Gutierrez
 Natrona County Development Department

 **City of Casper, Wyoming**

VALOR CONSTRUCTION LLC
 has met the requirements set forth by the City of
 Casper and is competent to perform work as a

General II
CL-20-164
 This License Expires: 12/31/2020



PAYROLL

Meeting Date: October 27th , 2020

Payroll Type: Regular/Police Payroll

Date Range: September 28th, 2020 to October 11th, 2020

NET..... \$71,374.50

DEDUCTIONS.....\$28,248.79

Federal Taxes.....\$7669.00

Medicare.....\$1394.54

Retirement \$8094.84

Social Security.....\$5962.78

Supplemental Retirement..... \$960.00

Supplemental Insurance.....\$579.02

Insurance.....\$2988.61

Child Support.....\$600.00

TOTAL PAYROLL.....\$99,623.29

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: October 27th, 2020

Payroll Type: Fire Payroll,

Date Range: September 25th, 2020 to October 6th, 2020

NET..... \$10,719.77

DEDUCTIONS.....\$4,048.61

Federal Taxes.....\$1064.00

Medicare.....\$200.12

Retirement \$1513.01

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$14,768.38

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: October 27th, 2020

Payroll Type: Fire Payroll,

Date Range: October 7th, 2020 to October 18th, 2020

NET..... \$10,476.42

DEDUCTIONS.....\$3942.77

Federal Taxes.....\$999.00

Medicare..... \$195.04

Retirement \$1477.25

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$14,419.19

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: October 27th, 2020

Payroll Type: Fire Payroll,

Date Range: September 25th, 2020 to October 6th, 2020

NET..... \$10,719.77

DEDUCTIONS.....\$4,048.61

Federal Taxes.....\$1064.00

Medicare.....\$200.12

Retirement \$1513.01

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$14,768.38

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: October 27th, 2020

Payroll Type: Fire Payroll,

Date Range: October 7th, 2020 to October 18th, 2020

NET..... \$10,476.42

DEDUCTIONS.....\$3942.77

Federal Taxes.....\$999.00

Medicare..... \$195.04

Retirement \$1477.25

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$14,419.19

Town Clerk, Christine Trumbull

Mayor, Seth Coleman

ORDINANCE NO. 747

AN ORDINANCE CONCERNING A FRANCHISE AGREEMENT WITH MOUNTAIN WEST TELEPHONE

WHEREAS, under Wyoming Statutes Section 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for an purpose whatsoever and,

WHEREAS, this franchise agreement (Agreement) is entered into by and between the following parties: the Town of Mills, Wyoming, a Wyoming municipal corporation, 704 Fourth Street, Mills, Wyoming 82604 (“Town”) and Mountain West Telephone, 123 West 1st Street, Suite C-95, Casper, Wyoming 82601 (“Franchisee”). Throughout this document, the Town and Franchisee may be individually referred to as a “party” or collectively referred to as the “parties;” and,

WHEREAS, on _____, the parties have negotiated this mutually acceptable Agreement for this franchise.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF MILLS, WYOMING:

SECTION 1. DEFINITIONS AND TERMS

- A. “Commission” means the Wyoming Public Service Commission or its successor.
- B. “Customer” means a person, business or other entity that purchases a service from the Franchisee and receives all or part of the service within the Town boundary.
- C. “Gross Revenue” means all revenue, cash or otherwise, of the Franchisee for the provision of local telecommunication services to any location inside the Town limits, without regard to where the service is billed or paid. Gross Revenues shall not include:
 - 1. any sales, excise or other taxes which are imposed directly on any telecommunications service subscriber by any governmental unit or agency and which are collected by the Franchisee on behalf of such governmental unit or agency.
 - 2. Proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities or stocks.
 - 3. Sales at wholesale by Franchisee to another utility when the utility purchasing such services is not the ultimate consumer, is itself a franchisee of the Town, and is paying a franchise fee to the Town on the revenue derived from the use of Franchisee’s telecommunication system.

- 4. Any revenues reported by the Franchisee but which in fact constitute bad debt; except that “Gross Revenues” shall include all recoveries of such bad debt, by the Franchisee directly or by any person on the Franchisee’s behalf. Provided that, in order to take advantage of this Section, the Franchisee must maintain books and records in a form so that bad debt and recoveries can easily and fully identified.
- 5. Installation, setup, consulting, lease, and rental charges.
- 6. Sale of hardware or equipment.

D. “Local loop” means the “last mile” facilities (either wired facilities or the wireless equivalent) utilized for the transmission between a central office and the end user premises in a telephone network, a node and the end user premises in a cable network, or the analogous portion of the facilities of other providers of the telephone service or broadband connections.

E. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

F. “Local telecommunication services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used but including only that portion of the service that includes transmission between the Customer Premises and the Franchisee’s designated Point-of-Presence.

SECTION 2. PURPOSE.

The Town hereby grants to Franchisee, a corporation authorized to do business in the State of Wyoming, its successors and assigns, a nonexclusive right to construct, maintain and operate a telecommunications service system. The telecommunications system may be placed in, under, upon, over, across and along the streets, alleys, bridges and public places for the furnishing, transmission, distribution and sale of telecommunications services for the benefit of the inhabitants of the Town, and persons and corporations within and beyond the limits of the Town, subject to the terms and conditions of this Agreement and to making of payments hereinafter specified.

SECTION 3. USE OF STREETS AND PUBLIC GROUNDS/RESTORATION OF PUBLIC RIGHTS-OF WAY.

3.1 GENERAL CONDITIONS ON USE.

A. The Franchisee may not endanger nor unreasonable interfere with the lives or property of persons; unreasonably interfere with property of the Town or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchisee does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The Town shall control distribution of space in the Public Ways, but may not exercise that authority unreasonably. No location of any pole,

utility box, or wire-holding structure shall give rise to a vested interest in Town property or Public Ways and such poles or structures shall be removed or modified by the Franchisee whenever the Town reasonable determines that the public interest will be enhanced thereby.

B. The telecommunications system shall be installed in Public Ways and other places within the limits of the Town, subject to the inspection of and in close cooperation and coordination with the Town Manager or his/her designee. All cable placed under streets, roads and other Public Ways crossed by vehicular traffic shall be placed in conduit.

C. Without obtaining the prior written approval of the Town, the Franchisee shall not install or erect its telecommunications system in or on public property, rights-of-way- or in any privately-owned area within the Town that has not yet become a Public Way, even if it is designated or delineated as a proposed Public Way on any subdivision plat submitted for approval by the Town, except insofar as the telecommunications system may be installed or erected on public utility facilities then existing.

D. The Franchisee shall expeditiously carry out all of its operations during the course of any construction, repairs or maintenance operations on Public Ways of the Town.

E. If the Franchisee performs any excavation or other construction in any portion of any Public Way, Franchisee shall take all reasonable precautions to protect the public using such Public Ways from harm including erecting proper barriers and warning facilities. All barriers and related signs shall conform to the Manual on Uniform Traffic Control Devices, latest edition. Paved streets shall be bored or drilled when they are crossed beneath the ground by Franchisee's telecommunications system so that the Town's paved streets will not be unnecessarily damaged. The Town Manager or his/her designee, in his/her sole discretion, may allow other construction methods when he/she finds that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost. All excavation shall be performed to create the least inconvenience to the public, and in accordance with permits and manuals issued by the Town. The Town shall have the right, but not the responsibility to supervise all excavation.

F. Franchisee shall bury or suspend each of its service lines from its main trunk lines to individual customers. In no event shall it allow its cable to lie upon the ground except as may be necessary during the actual construction or repair to the service line, and in not event shall it be allowed to remain upon the ground for more than sixty (60) calendar days, provided that Franchisee is not required to bury its cable between October 15 and April 15 where the weather prevents it. Subject to the foregoing, in the event the Franchisee fails to bury any cable within sixty (60) calendar days, then the Town shall give the Franchisee a wren objection to the delay. If Franchisee fails to perform the work within ten (10) business days after receipt of the notice, the Town may have the cable buried. The Franchisee shall compensate the Town for the expenses incurred in the connection with this work.

3.2 NO HINDRANCE TO PUBLIC WORKS AND IMPROVEMENTS.

A. Franchisee shall, at its sole cost and expense, install, construct, operate, and maintain its telecommunications system so that it does not interfere with or hinder the Town's

installation, constriction, maintenance, or operation of any public works, public improvements, or other publicly-owned facilities or systems. Whether the Franchisee’s installation, construction, operation, or maintenance of its telecommunications system is an interference or hindrance is at the reasonable discretion of the Town Manager or his/her designee.

B. The Franchisee shall protect, support, temporarily disconnect, relocate, or remove its telecommunications system as requested by the Town for reasons of traffic conditions, public health and safety, and protection of property, construction, repair, maintenance or relocation of any Public Way, grade change, or construction, relocation, installation or maintenance of any public works, public improvements, or other publicly-owned facilities or systems. If, after fifteen (15) business days from the deadline provided in the written notice, Franchisee fails to remove or relocate its telecommunications system as required by the Town, the Town may remove or relocate the Franchisee’s telecommunications system, and Franchisee shall compensate the Town for all expenses incurred thereby.

C. Franchisee, at all times, will keep a map in the office of Franchisee and in the Town Engineer’s Office of the Town showing the size and approximate location of its cables and other supporting infrastructure laid in said telecommunications system in the Town. The map will be replaced each year, upon request by the Town, with a revised map showing the new construction for the previous calendar year. The Franchisee shall provide the Town annually GIS Data on a DVD or other acceptable electronic storage form with files in ArcView format, or other technology agreed upon by the Town and Franchisee, at no cost to the Town. Except for information that is protected under the Wyoming Public Records Act, Wyoming Statue Sections 16-4-201 *et seq.*, upon request by Franchisee the Town shall provide Franchisee annually a Municipality GIS Data DVD with electronic files in ArcView format, or other technology agreed upon by the Town and Franchisee, at no cost to Franchisee. The electronic files provided Franchisee by the Town shall include (if and to the extent available) the following features and attributes: Parcels, Structures, Boundaries, Utilities, Transportation, Natural Features, Community Development Planning, Hazards, Parks & Recreation, Public Safety, Topography and Imagery.

3.3 AERIAL AND UNDERGROUND CONSTRUCTION.

With regard to all areas of new construction or line extension, where the distribution facilities of public utilities providing telephone communications and electric services are located underground, the Franchisee likewise shall locate its telecommunications system underground. Nothing contained in this Section shall require the Franchisee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. For purposes of this Section, “undergrounding” shall include a partial underground system. Amplifiers on the telecommunications system must be underground wherever feasible, but may be in appropriate housings upon the surface of the ground when it is commercially impractical to place them underground.

3.4 CONSTRUCTION STANDARDS.

The construction, installation, operation, and maintenance of the telecommunications system shall be performed in an orderly and workmanlike manner. In addition to requirements of local law and conditions established by the utilities whose facilities are used by the telecommunications system, all such work shall be performed in accordance with best engineering practices, in accordance with at least the following safety, construction, and technical specifications and codes and standards, as they may now exist or be amended or adopted hereafter:

- A. National Electrical Code;
- B. National Electrical Safety Code (NESC);
- C. Obstruction Marking and Lighting, AC 70/7460; Federal Aviation Administration;
- D. All Federal, State, and Municipal Construction Requirements, including FCC Rules and Regulations; and,
- E. Local building and zoning codes, and all land use restrictions and local safety codes.

The Town may to the extent consistent with its policing powers from time to time adopt additional standards of general applicability as appropriate to assure work is performed in a safe and workmanlike manner.

3.5 SUBCONTRACTORS.

All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Franchise and applicable laws if the work were performed by Franchisee. Franchisee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law, and the all contractors and subcontractors are familiar with their responsibilities.

3.6 POLES.

The Town may, upon reasonable notice to the Franchisee and without contact charges or rental therefor, attach its fire alarm, police signal wires, traffic control systems, signs, or communication systems for the Town’s own use, to the poles of Franchisee, but at its own risk and expense and only in accordance with the National Electric Safety Code (NESC) and accepted electric utility industry standards. If there is not sufficient space available thereon for said purposes, Franchisee’s structures may be changed, altered, or rearranged at the Town’s expense so as to provide proper clearance for such wires or appurtenant facilities. Such facilities shall be subject to interference by Franchisee only when to the extent necessary for the proper construction, maintenance, operation or repair of Franchisee’s facilities.

SECTION 4. SYSTEM SERVICES.

4.1 CITY INTERNET CONNECTION.

Telecommunication services will be offered to the Town to support its general government operations.

A. MONTHLY CHARGE. Town will have the option to purchase telecommunication services from Franchisee at a rate of 0.75 per month for each megabit per second (Mb) of download connectivity. Each purchased Mb of download connectivity will be matched with an equivalent amount of upload connectivity at no additional charge.

B. NONRECURRING CHARGES. Town will not be charged for any connection, design, excavation, cable extension, or similar non-recurring fee that is associated with the installation of any new service connection, provided that the service connection is located within 300 feet of slack loop/splice point or other suitable connection point, and provided that the associated cable extension crosses no more than one street centerline. The cost to purchase or lease any on premises equipment beyond the demarcation point within the Town facilities that is required to receive the telecommunication services, and which is not normally included in the installation services shall be borne by the Town.

For purposes of this paragraph, distance shall be calculated as the length of cable required to extend the connection from the nearest suitable connection point at the Town's facility to the nearest suitable connection point of the Franchisee's local loop infrastructure. For connections that are further than 300 feet distant or cross more than one street centerline from the Franchisee's local loop infrastructure, the Town shall pay non-recurring connection fees as they are normally calculated by the Franchisee for its customers minus the normally calculated value of a non-recurring connection fee for a facility that is exactly 300 feet distant from the Franchisee's existing local loop infrastructure which shall include the cost of crossing on street centerline.

C. CHANGES IN SERVICE. The Town shall not pay any service cancellation charges. Town may opt to cancel, reduce, or enhance its connectivity to any existing Town facility. Any change that does not require additional excavation will be made no later than thirty (30) days after receipt of notice to proceed from Town to Franchisee. Any change that requires additional excavation will be made no later than ninety (90) days after receipt of notice to proceed from the Town, including any relevant permits to the Franchisee. If any service is canceled or reduced to less than 10 MB connection speed before the termination of this franchise agreement, within 36 months of the initial installation of service at that location, and has incurred less than \$5,500 in service charges for the telecommunications services provided by the Franchisee related to that installation, then the Town shall pay to the Franchisee the difference in total amount of non-recurring charges that were waived in paragraph "B" of this section and the total amount of charges incurred from services received associated with that installation.

D. None of the provisions of this section shall be construed to withstand any contradictory unexpired and pre-existing contracts between the Town and the Franchisee.

SECTION 5. FIBER OPTIC INSTALLATION

Franchisee, as part of their operations, desires to expand Fiber Optic Network installation into the Town of Mills in anticipation of offering services to residents and business in Mills. As part of this agreement, Franchisee will offer a flat rate fee schedule for a Fiber Optic Network installation to connect all existing Town of Mills facilities together. The rates below represent the costs for standard build out items. Additional sizes of cables and conduit can be requested at the current market rates. The parties agree and understand that the infrastructure installed under this agreement for this purposes will be provided as follows, although the parties also agree that franchisee has the right and expectation of using the same for providing services to residents and business in the Town of Mills.

A. PLACEMENT.

Trenching cable or conduit	10\$ per foot.
Boring cable or conduit	15\$ per foot.

B. MATERIALS.

12 Fiber Armored Cable	0.50\$ per foot.
1.25 Inch HDPE Duct	0.75\$ per foot.
Composite Hand Hold with Incidental traffic rated lid.	750\$ full installation.

C. SPLICING.

Fiber Splice or Termination Labor and Materials	30\$ per splice
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SECTION 6. TERM.

The right and authority herein granted shall continue for a period of either (8) years from and after the date of final passage of this Agreement, subject to the Town’s right to renegotiate the franchise fee as described in Section 8.d. below.

SECTION 7. SERVICE.

Franchisee shall provide telecommunications service in accordance with the rules and regulations of the Commission and Franchisee’s Wyoming Tariff as revised from time to time.

SECTION 8. FRANCHISE FEE AND PERMITTING.

A. As consideration for all franchise rights and contractual privileges granted by the Town under this Agreement, Franchisee shall assess, effective the first billing cycle after this Agreement becomes effective, a five percent (5%) fee on the Franchisee’s Gross Revenues. Franchisee shall pay to the Town in quarterly payments for each year of the Agreement’s duration

an amount equal to the franchise fee collected by Franchisee hereunder. Payment shall be made on or before June 1 for the period of January 1 through March 31 of said year, on or before September 1 for the period of April 1 through June 30 of said year, on or before December 1 for the period of July 1 through September 30 of said year, and on or before March 1 for the period of October 1 through December 31 of the preceding year.

B. Such payment shall be in lieu of any and all other fees, charges, licenses, taxes or assessments which the Town may impose for the rights and privileges herein granted or for the telecommunications system, except that such payment shall not be in lieu of any required permit fees (which Franchisee shall pay before the commencement of the work on the telecommunications system covered by the permit fees). In the event the Town imposes any fee, charge, license, tax or assessment other than any required permit fees, the payment to be made in accordance with the provisions of this section shall be refunded in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Franchisee. Ad Valorem property taxes imposed generally upon all real and personal property within the Town shall not be deemed to affect the obligation of the Franchisee under this section for property located within the Town's right of way.

C. All permits required by the Mills Municipal Code or town regulations shall be acquired by the franchisee. All work performed by the franchisee shall be performed in strict accordance with such permits and ordinances.

D. The Town reserves the right to renegotiate the franchise fee up to and no more than two times during the right (8)-year term of this Agreement.

SECTION 9. REPORTING.

A. **REVENUE REPORTING.** Each franchise fee payment required by this Agreement shall be accompanied by a form, a sample of which is included in this agreement, satisfactory to the Town, that shall be delivered to the Town's Administrative Services Director and which shall report the gross revenue of the Franchise and the associated franchise fees collected. The report shall detail the amount of service provided by service type and the revenue collected by type of service provided. Service types shall include all wired and wireless telecommunications services and total services delivered to telecommunication customers within the Town. Any deductions from the franchise fee due shall be noted on the form.

B. **EXCAVATION REPORTING.** So as to create a record of work completed, Franchisee shall produce a report detailing all excavations performed within the public rights-of-way for purposes of routine repair, replacement and maintenance of system components associated with the telecommunications system. The report will specify the date of the work, the location, a description of the work completed, the name of the Company's contractor or subcontractor(s) responsible for this work (if any), and contact information, including address and phone number, for any such contractor or subcontractor(s). Reports will be produced annually and will be due on the first business day of the second month after the completion of the calendar year.

9.1 REQUIRED REPORT DETAILS FOR SERVICES WITHIN THE FRANCHISE AREA

- A. Miles of fiber installed.
- B. Current number of customers, by service type and connection speed.

SECTION 10. RIGHT TO AUDIT.

The Town shall have the right to audit records to ensure compliance with the franchise fee section, including records regarding services delivered to telecommunication customers within the Town. The Town shall give reasonable written notice of its intent to audit. It is Franchisee’s responsibility to collect and to make available to the Town, at Franchisee’s local office, records of all services on which a franchise fee is required to be paid. If a Town review of payments shows that Franchisee has underpaid the franchise fee by: (i) three percent (3%) or less for the year, the Town shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to seven percent (7%) for the year, the Town and Franchisee shall each bear an equal amount of the cost of the audit; or (iii) more than seven percent (7%) for the year, Franchisee shall bear the cost of the audit. Franchisee shall pay to the Town interest on any underpaid amounts at the rate of the Commission’s annual interest rate payable on customer deposits.

SECTION 11. LIABILITY, INDEMNITY AND INSURANCE.

A. Franchisee is required, and by the acceptance hereof, agrees to fully indemnify, defend, hold harmless, protect and save the Town, its council, manager, officers, employees and agents, harmless from and against all damage, lawful claims and demands, and from any and all loss, liability, cost or expense, necessarily incurred as a result thereof, arising out of any negligent act or omission of Franchisee in the construction, removal, maintenance, operation, replacement, inspection or repair of Franchisee’s telecommunication system or in the use and operation thereof, including but not limited to attorneys’ fees and costs incurred, and Franchisee shall at all times comply with any lawful present or future ordinances, rules or regulations of the Town relating to the manner of occupation or use, or to the repair or improvement of said streets and property. The obligations under this paragraph shall not extend to any reckless conduct caused by the Town, its council, manager, officers, employees and agents.

B. Franchisee shall provide and maintain in full force and effect, at its own cost and expense, through the term of this Agreement, and any subsequent renewals, Comprehensive General Liability Insurance, from a provider having a minimum A.M. Best Company rating of “B++” VI, in the amount of not less than \$500,000 combined single limit for bodily injury, and property damage for the Town, its council, manager, officers, employees and agents. Said insurance shall designate the Town as an additional insured and loss payee, as applicable. Such insurance shall be noncancellable except upon thirty (30) days notice to the Town and upon Franchisee providing and maintaining in full force and effect replacement Comprehensive General Liability Insurance that complies with the requirements of this subsection. Franchisee shall furnish to the Town, upon execution of this Agreement and upon any replacement of its Comprehensive General Liability Insurance, a copy of a certificate of insurance to the Town’s Risk Manager for said insurance. The insurance limit hereunder shall be revised upward in the event the statutory

maximum applicable to local governments in Wyoming, as provided in the Wyoming Governmental Claims Act, is raised during the term of this Agreement or any subsequent renewals, upon thirty (30) days advance written notice to the Franchisee by the Town. The Franchisee shall have had notice of the pendency of any action against the Town arising out of such exercise by the Franchisee of said rights and privileges and be permitted at its own expense to appear and defend or assist in the defense of the same.

SECTION 12. GOVERNMENTAL CLAIMS ACT.

THE TOWN DOES NOT WAIVE ANY RIGHT OR RIGHTS IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT, W.S. § 1-39-101, ET SEQ., AND THE TOWN SPECIFICALLY RESERVES THE RIGHT TO ASSERT ANY AND ALL RIGHTS, IMMUNITIES, AND DEFENSES IT MAY HAVE PURSUANT TO THE WYOMING GOVERNMENTAL CLAIMS ACT.

SECTION 13. MISCELLANEOUS.

13.1 FEDERAL AND STATE LAW; GOOD FAITH DISCUSSION.

The Franchisee and the Town recognize that many aspects of the telecommunications industry are regulated by federal and state law, and that those regulations may ultimately result in fundamental changes in the way the Franchisee conducts its business and meets its service obligations. In recognition of the state of uncertainty respecting potential changes to the state and federal law, the Franchisee and the Town each agree on the request of the other during the term of this Agreement and any subsequent terms, to meet with the other and discuss in good faith whether it would be appropriate, in view of the developments of this kind referred to above dur the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments. By way of example and not as a limitation, the parties may amend this Agreement or substitute alternate terms to provide equivalent benefit to the Town, so as to achieve the same or similar intent.

13.2 SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, or by any State or Federal regulatory authority having jurisdiction thereof, such decision shall not affect the validity of the remaining portion hereof.

13.3 ASSIGNMENT.

The Franchisee may not assign this Agreement, or the rights granted hereunder, without first obtaining the written consent of the Town. The Town’s consent to such an assignment shall not be unreasonably withheld, and this section shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, or the issue of additional stock, needed or useful for the purpose of financing the system or any portion thereof.

SECTION 14. EFFECTIVE DATE.

This Agreement shall be in full force and effect from and after its final passage and publication, pursuant to Wyoming Statute Section 15-1-116, but shall become null and void unless within sixty (60) days after such effective date the Franchisee shall file in the office of the Clerk the Franchisee's unqualified written acceptance of all the provisions thereof.

PASSED ON FIRST READING the ____ day of _____, 2020.

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

ORDINANCE NO. 750

AN ORDINANCE TO REZONE TRACT 2, SULLIVAN SIMPLE SUBDIVISION, TOWN OF MILLS, NATRONA COUNTY, WYOMING FROM ESTABLISHED INDUSTRIAL (E-I) TO ESTABLISHED RESIDENTIAL (E-R)

WHEREAS, the Town of Mills is a Municipal Corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Mills, reviewed comments submitted by Mr. Joey Sullivan, the Owner of Tract 2, Sullivan Simple Subdivision, in which his residential property was Annexed to the Town in April 2020 as Established Industrial (E-I); and

WHEREAS, the Owner requested that the Town rezone the property appropriately from Established Industrial (E-I) to Established Residential (E-R) which is in conformance with the Town of Mills Future Land Use Plan of 2017;and

WHEREAS, the Town of Mills petitioned to rezone Tract 2, Sullivan Simple Subdivision to Established Residential which will conform better with the Mills Comprehensive Plan of 2017, match existing adjacent Zoning Districts and conform with the existing land use of the property; and

WHEREAS, a public hearing notice was advertised in the 30 August 2020 edition of the Casper Star-Tribune, at least 15 days prior to the public hearing, as required by Mills Zoning Ordinance; and

WHEREAS, the Mills Town Council held a public hearing for the rezoning at the 29 September 2020 Council Meeting; and

WHEREAS, the Mills Town Council has determined that the zone change will be in the best interest of the Town, the Owners and adjacent property owners..

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF MILLS, WYOMING:

SECTION 1:

The Town of Mills hereby rezones Tract 2, Sullivan Simple Subdivision, Town of Mills, from Established Industrial (E-I) to Established Residential (E-R).

SECTION 2:

Town of Mills Corporate Limits, Additions and Environs Map shall be updated to show said property as Established Residential (E-R).

PASSED ON FIRST READING the ____ day of _____ 2020

PASSED ON SECOND READING the ____ day of _____ 2020

PASSED, APPROVED, AND ADOPTED ON THIRD AND

FINAL READING the ____ day of _____ 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

James Hollander, Council

Darla Ives, Council

Ronald Wales, Council

ATTEST:

Christine Trumbull, Town Clerk

ORDINANCE NO. 751

AN ORDINANCE AMENDING SECTIONS 18.04.030, 18.080.030 AND 18.08.040 OF THE MILLS ZONING ORDINANCE, ORDINANCE NO. 719 TO INCLUDE TWIN HOMES AS A PERMITTED USE WITHIN THE ESTABLISHED RESIDENTIAL (E-R) AND MIXED SIZE RESIDENTIAL (MSR) ZONING DISTRICTS

WHEREAS, the Town of Mills is a Municipal Corporation under the laws of the State of Wyoming; and

WHEREAS, the Town recognized a need to amend the Zoning Ordinance in order to keep up with housing trends and offer more flexibility by including twin homes as an option within the E-R and MSR Zoning Districts; and

WHEREAS, the Town Council petitioned staff, on 14 September 2020 to include twin homes as an option within the E-R and MSR Zoning Districts; and

WHEREAS, the Town advertised a public hearing for the proposed text amendments in the Casper Star Tribune on 27 September 2020, at least 15 business days prior to the public hearing, per W.S. 15 1 602, and

WHEREAS, a public hearing was held on 22 October 2020, in which Planning and Zoning Board, forwarded a “Do Pass” recommendation to the Town Council for the proposed amendments; and

WHEREAS, the Town Council held a Public Hearing on 27 October 2020; and

WHEREAS, it is the desire of the governing body of the Town of Mills to amend Sections 18.04.030, 18.080.030 and 18.08.040 of the Mills Town Code pertaining to twin homes specified herein.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF MILLS, WYOMING:

Section 1:

Section 18.04.030 – Definitions, is hereby amended by adding the following:

Twin Homes: A single family dwelling attached to one other single family dwelling by a common wall, each of which is located on an individually owned, and separately platted subdivision lot, and sharing one common lot line.

Section 2:

Section 18.080.030 – Permitted Uses (Residential Districts), is hereby amended by including the following (underlined text will be added to the existing text):

A	USE ALLOWED BY RIGHT	RESIDENTIAL
S	USE PERMITTED BY SPECIAL REVIEW	
*	USE PROHIBITED	ESTABLISHED <u>MIXED-SIZED</u>

1.	SINGLE-UNIT FRAME DWELLINGS:	A	<u>A</u>
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2.	SINGLE MOBILE HOME:	A	*
3.	MOBILE HOME PARKS	*	*
4.	MULTI-UNIT DWELLINGS:	S	*
5.	DAY CARE SCHOOLS, CENTERS, AND CHILDREN'S NURSERIES:	S	<u>S</u>
6.	REST HOMES, CONVALESCENT HOMES, NURSING HOMES, AND RETIREMENT HOMES:	S	<u>S</u>
7.	HOME OCCUPATIONS:	A	<u>A</u>
8.	PUBLIC ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS:	S	<u>S</u>
9.	PAROCHIAL OR INDEPENDENT, PRIVATE ELEMENTARY, JUNIOR AND SENIOR HIGH SCHOOLS:	S	<u>S</u>
10.	CHURCHES:	S	<u>S</u>
11.	PUBLIC PARKS, PLAYFIELDS, PLAYGROUNDS AND GOLF COURSES	A	<u>A</u>
12.	RECREATIONAL BUILDINGS AND USES-OPERATED BY A PRIVATE, NON-PROFIT AGENCY:	S	<u>S</u>
13.	ESSENTIAL MUNICIPAL AND PUBLIC UTILITY USES, FACILITIES, SERVICES AND BUILDINGS-EXCLUDING BUSINESS OFFICES, REPAIR STORAGE AND PRODUCTION FACILITIES:	S	<u>S</u>
14.	ACCESSORY BUILDINGS AND USES:	A	<u>A</u>
15.	TWIN HOMES:	<u>A</u>	<u>A</u>

Section 3:

Section 18.08.040 Zoning District Minimum Lot Requirements, is hereby amended by including the following:

DISTRICT REGULATIONS	E-R Established Residential	MSR Mixed Residential
MINIMUM LOT AREA	5,600 SQUARE FEET; <u>(3,500 SQ. FT. FOR TWIN HOMES)</u>	4,200 SQUARE FEET; <u>(3,500 SQ. FT. FOR TWIN HOMES)</u>
MINIMUM LOT WIDTH	40 FEET; <u>(35 FEET FOR TWIN HOMES)</u>	42 FEET; (35 FEET FOR TWIN HOMES)

PASSED ON FIRST READING the _____ day of _____, 2020

PASSED ON SECOND READING the _____ day of _____, 2020

PASSED, APPROVED, AND ADOPTED ON THIRD AND FINAL READING the _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

James Hollander, Council

Darla Ives, Council

Ronald Wales, Council

ATTEST:

Christine Trumbull, Town Clerk

Resolution No. 2020-43

A RESOLUTION APPROVING A SITE PLAN FOR A 3,200 SQ. FT. SHOP, A 4,000 SQ. FT. SHOP AND A 4,500 SQ. FT. SHOP ON TRACT B, FOSSIL CREEK ADDITION #2, TRACTS B & C, TOWN OF MILLS, WY

WHEREAS, an application was submitted to the Town for a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, WY; and

WHEREAS, the property is zoned Established Industrial(E-I); and

WHEREAS, the Town Staff and Utility Providers have reviewed the information submitted and found the Site Plan complies with the Town of Mills Zoning regulations and requirements; and

WHEREAS, the Planning and Zoning Board reviewed and forwarded a “Do Pass” recommendation to the Town Council, in consideration of the site plan at a meeting on 22 October 2020; and

THEREFORE, BE IT RESOLVED, the Mills Town Council considered the application and recommendations of staff, and the Planning and Zoning Board, at a Council meeting held on 27 October 2020, and approved a request to allow the proposed a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, Wyoming with the following conditions:

1. That prior to obtaining building permits to construct, the Owner signs a Site Plan Agreement which will be recorded with the Natrona County Clerk’s office stating construction will comply with all design provisions as shown on the Site Plan and any other improvements required by the Town of Mills.
2. The Owner obtains all required building permits, and complies with all Mills Code and inspection requirements, and State and Federal regulations.
3. That prior to the issuance of certificates of occupancy, all requirements shall be completed to the satisfaction of the Town Planner, Town Engineer, Public Works Director, Fire Inspector, and Building Inspector.

PASSED, APPROVED, AND ADOPTED this 27th Day of October 2020.

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTEST:

Christine Trumbull, Town Clerk

RESOLUTION 2020-44

TOWN OF MILLS

**A RESOLUTION OF THE TOWN OF MILLS, WYOMING, DESIGNATING
ADDITIONAL BANKING INSTITUTIONS TO BE USED FOR THE FISCAL YEAR
BEGINNING JUNE 30th, 2020 TO JULY 1st, 2021.**

WHEREAS, the Town of Mills has used the Hilltop National Bank, First Interstate Bank and Platte Valley Bank for the fiscal year beginning June 30th , 2020 and ending July 1st , 2021, and

WHEREAS, the Town of Mills desires to continue to use the above institutions.

NOW THEREFORE, be it resolved by the Governing Body of the Town of Mills, Wyoming, that the Town of Mills use the following banks for the fiscal year beginning June 30th, 2020 and ending July 1st, 2021.

First State Bank, Division of Glacier Bank

Passed, approved and adopted on this _____ day of _____ 2020.

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

RESOLUTION NO. 2020-45

A Resolution authorizing the Town of Mills, Wyoming to transfer a water line easement to benefit Certain Property

WHEREAS, the Town of Mills Wyoming owns Lot 13 Water Tower Acres, Mills, Wyoming; and

WHEREAS, Neil and Sandy Williams own the below described property in Mills, Wyoming:

A PORTION OF THE SE¼NW¼ SECTION 12, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER (GOVERNMENT BRASS CAP) OF THE SE¼NW¼ SECTION 12, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M.; THENCE SOUTH ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 12, A DISTANCE OF 330.0 FEET TO A POINT; THENCE AT RIGHT ANGLE WEST AND PARALLEL WITH EAST AND WEST SIXTEENTH LINE OF THE NORTH LINE OF SAID SE¼NW¼ SECTION 12, A DISTANCE OF 689.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ON THE SAME LINE PARALLEL WITH THE EAST AND WEST SIXTEENTH LINE OF THE NORTH LINE OF SAID SE¼NW¼ SECTION 12, A DISTANCE OF 173.2 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE WEST BOUNDARY LINE OF THE SE¼NW¼ SAID SECTION 12, A DISTANCE OF 330.0 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SE¼NW¼; THENCE EAST ALONG SAID NORTH BOUNDARY OF SAID SE¼NW¼ SECTION 12, A DISTANCE OF 42.6 FEET TO A POINT, BEING A POINT 820.0 FEET WEST OF THE NORTHEAST CORNER (GOVERNMENT BRASS CAP) OF THE SE¼NW¼ SAID SECTION 12, AS MEASURED ALONG THE NORTH LINE OF SAID SE¼NW¼ OF SAID SECTION 12; THENCE SOUTH AND PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 12, A DISTANCE OF 110.0 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE EAST-WEST SIXTEENTH LINE OR NORTH LINE OF SAID SE¼NW¼ OF SAID SECTION 12, A DISTANCE OF 310.3 FEET TO A POINT, WHICH POINT IS 509.7 FEET WEST OF THE NORTH-SOUTH CENTER LINE OF SAID SECTION 12 AS MEASURED ON A LINE PARALLEL WITH THE EAST-WEST SIXTEENTH LINE OR NORTH LINE OF SAID SE¼NW¼ OF SAID SECTION 12 AND WHICH SAID POINT IS 110.0 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SE¼NW¼S SECTION 12 AS MEASURED ON A LINE PARALLEL TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 12; THENCE S.38°59'W., A DISTANCE OF 285.6 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN INSTRUMENTS RECORDED JANUARY 28, 1992, AS INSTRUMENT NO. 502291 AND INSTRUMENT NO. 502292.

and;

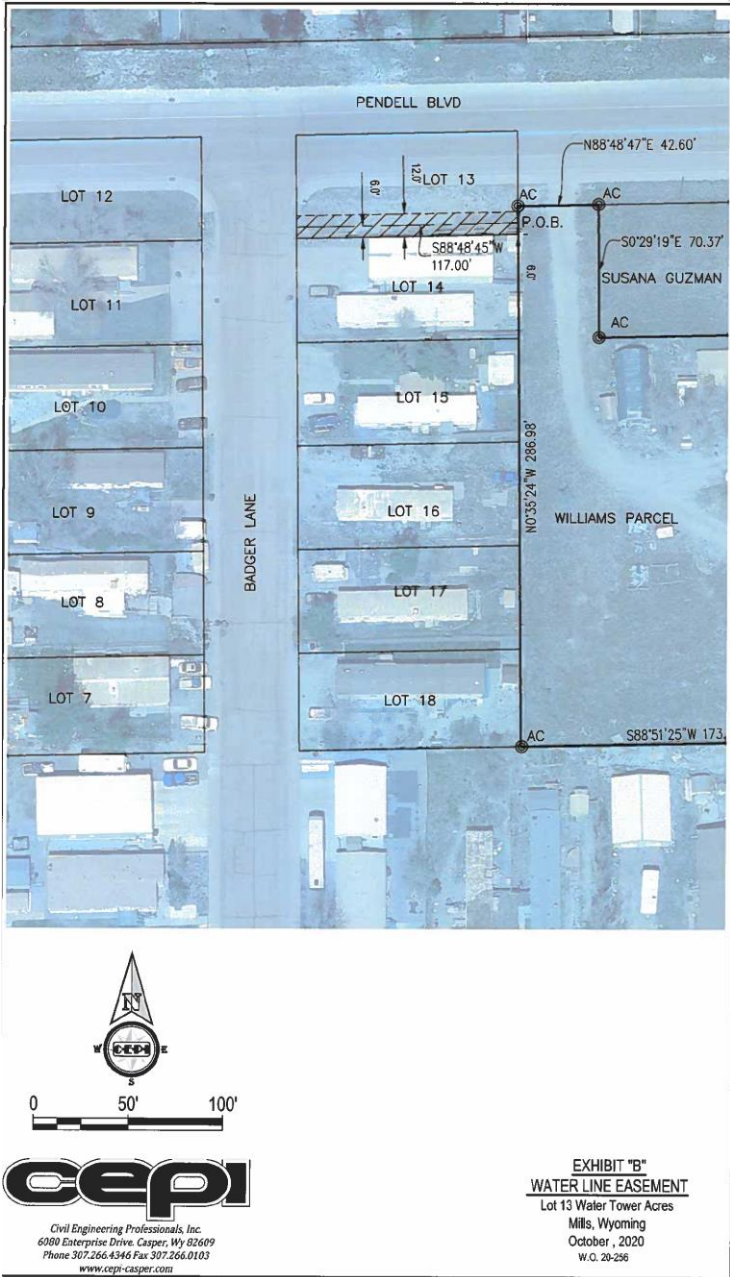
WHEREAS, Neil and Sandy Williams are in need of an easement described as follows:

A twelve foot (12') wide strip of land designated as a Waterline Easement located within a portion of Lot 13 Water Tower Acres, Mills, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof:

The southerly 12 feet of Lot 13, Water Tower Acres an Addition to the Town of Mills, Wyoming.

The above described easement contains 0.03 acres (1,404.00 S.F.) more or less, and is subject to all rights-of-way and/or encumbrances, reservations and encroachments which have been legally acquired.

With Exhibit B depicting the following:



and;

WHEREAS, it is in the interest of the Town of Mills to facilitate the residential development of the Williams property;

NOW, THEREFORE, the Town of Mills hereby authorizes the conveyance of an easement as set forth above to Neil and Sandy Williams to benefit the Williams property described above and to execute such documents as may be required for the same.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2020.

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

October 16, 2020

Christine Trumbull
Town of Mills
704 4th Street, Mills, WY 82604
PO Box 789
Mills, WY 82644

RE: Financing for One (1) New Side Loader Sanitation Truck

Dear Christine,

Thank you for the opportunity to work with Town of Mills on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 11/5/2020 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the Town of Mills and an attorney's opinion letter.

- Signer 1 - Seth Coleman, Mayor
- Signer 2 - Sara McCarthy, Council President
- Signer 3 - Christine Trumbull, Town Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Kristi

Kristi Kirkman
Documentation Associate

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - Seth Coleman - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - Seth Coleman - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - Seth Coleman - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - Print the date the Resolution is being signed
 - Print the date of the meeting in which the financing was approved
 - Seth Coleman - sign as “Authorized Signer”
 - Complete the lessee’s fiscal year start and end months
 - Sara McCarthy - attest the Resolution as “Attested By”
 - Christine Trumbull - certify the Resolution as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - Seth Coleman - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
 - Seth Coleman - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - Seth Coleman - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
 - Provide Agent's contact information
 - Seth Coleman - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
 - Seth Coleman - sign where indicated
- ◇ **ESCROW AGREEMENT**
 - Seth Coleman - sign where indicated
- ◇ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
 - Seth Coleman - sign where indicated
- ◇ **TAX COMPLIANCE WITH NO ARBITRAGE**
 - Seth Coleman - sign and date where indicated
- ◇ **8038 - IRS Form**
 - Verify employer identification number in Box 2, Complete Boxes 10a & 10b
 - Seth Coleman - sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 11/5/2020, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: Town of Mills

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 10/15/2020, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and Town of Mills, 704 4th Street, Mills, WY 82604, PO Box 789, Mills, WY 82644 a body corporate and politic duly organized and existing under the laws of the State of Wyoming ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to Section 4.05 or Section 5.04. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to Section 4.05, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing).

If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code.

Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed; damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of Section 4.05, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. MILWY2020-10E

LESSEE:

Town of Mills



Seth Coleman, Mayor

LESSOR:

Community First National Bank

Signature

Name and Title

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 10/15/2020

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: MILWY2020-10E

LESSEE:
Town of Mills



Seth Coleman, Mayor

LESSOR:
Community First National Bank

Signature

Name and Title

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

Lease Number: MILWY2020-10E

One (1) New Side Loader Sanitation Truck

With a total acquisition cost of \$291,000.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: 240 Chamberlain

LESSEE:
Town of Mills



Seth Coleman, Mayor

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

Lease Number: MILWY2020-10E

Amount Financed: \$221,900.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	8/1/2021	\$48,428.36	\$5,709.36	\$42,719.00	Not Available
2	8/1/2022	\$48,428.36	\$5,723.03	\$42,705.33	\$138,312.54
3	8/1/2023	\$48,428.36	\$4,359.03	\$44,069.33	\$93,341.99
4	8/1/2024	\$48,428.36	\$2,951.46	\$45,476.90	\$47,247.18
5	8/1/2025	\$48,428.36	\$1,498.92	\$46,929.44	\$0.00
Grand Totals		\$242,141.80	\$20,241.80	\$221,900.00	

LESSEE:
Town of Mills



Seth Coleman, Mayor


EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

I, the undersigned, the duly appointed, qualified and acting Town Clerk of the above captioned Lessee do hereby certify this date Oct 20, 2020, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on Oct 27th, 2020, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:



 Authorized Signer: Seth Coleman, Mayor

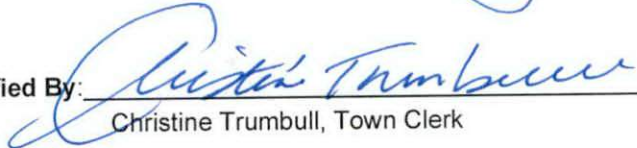
- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July 1 2020 to June 30, 2021.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

Town of Mills

Attested By: 

 Sara McCarthy, Council President

Certified By: 

 Christine Trumbull, Town Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: Town of Mills

Ladies and Gentlemen:

As legal counsel to Town of Mills (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 10/15/2020, and a certain Escrow Agreement dated as of 10/15/2020, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Town of Mills.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
Town of Mills



Seth Coleman, Mayor

10.20.2020

Date

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

Lease Number: MILWY2020-10E

One (1) New Side Loader Sanitation Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
Town of Mills



Seth Coleman, Mayor

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

- 1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
- 2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
Town of Mills



Seth Coleman, Mayor

INSURANCE COVERAGE REQUIREMENTS

Lessee: Town of Mills

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Side Loader Sanitation Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

- 1. **LIABILITY**
 - ✓ \$1,000,000.00 Aggregate Bodily Injury
 - ✓ \$1,000,000.00 Combined Single Limit per Occurrence
 - ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.
- 2. **PHYSICAL DAMAGE**
 - ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
 - ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.
- 3. **ENDORSEMENT**
 - ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
 - ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE
EMAILED TO kristikirkman@clpusa.net
OR FAXED TO: 888.777.7875**

Insurance Company Name: Wyoming Finance Insurance		
Agents Name: Byron Jolly		
Address: 400 E 1 st Street Suite 105		
City: Casper	State: WY	Zip: 82601
Phone: 307-233-8327	Fax:	Email: bjolly@wecs.com

LESSEE:
Town of Mills


Seth Coleman, Mayor

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee.

Lease Number: MILWY2020-10E

Equipment Description: One (1) New Side Loader Sanitation Truck

Please provide contact information for billing and invoicing purposes.

Person/Department: Christine Trumbull - Town Hall
P.O. Box/Street: P.O. Box 789
City, State, Zip: Mills WY 82644
Telephone Number: 307-439-1255
Email Address: ctrumbull@mills.wy.gov

NOTICE OF ASSIGNMENT

October 16, 2020

Town of Mills
704 4th Street, Mill, WY 82604
PO Box 789
Mills, WY 82644

RE: Schedule of Equipment No. 01, dated 10/15/2020, to Master Equipment Lease Purchase Agreement, dated as of 10/15/2020, between Community First National Bank, as Lessor, and Town of Mills, as Lessee. Along with the Escrow Agreement entered into as of 10/15/2020.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Signature

Name and Title

ACKNOWLEDGED AND ACCEPTED:

Town of Mills



Seth Coleman, Mayor

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 10/15/2020 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Town of Mills ("Lessee") a political subdivision under the laws of the State of Wyoming ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 10/15/2020 to Master Equipment Lease Purchase Agreement dated as of 10/15/2020 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 10/15/2020 to Master Equipment Lease Purchase Agreement dated 10/15/2020, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$221,900.00. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose: Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount less of the original purchase order or contract price,

- (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter shall be proved or established (unless other evidence in respect thereof be herein specifically prescribed),

shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors

or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

ESCROW AGENT:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSEE:

Town of Mills
704 4th Street, Mills, WY 82604
PO Box 789
Mills, WY 82644



Seth Coleman, Mayor

EXHIBIT A PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 10/15/2020, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Town of Mills, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
Town of Mills



Seth Coleman, Mayor

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 10/15/2020 to Master Equipment Lease Purchase Agreement dated as 10/15/2020 by and between Community First National Bank, ("Lessor") and Town of Mills ("Lessee").

1. In General.

- 1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 10/15/2020 to Master Equipment Lease Purchase Agreement dated as of 10/15/2020 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Side Loader Sanitation Truck of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").
- 1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.
- 1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
- 1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.
- 1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.
- 1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

- 2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$221,900.00 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 10/15/2020 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.
- 2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.
- 2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

- 3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.
- 3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.
- 3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:
 - (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
 - (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
 - (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
 - (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

- 4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.
- 4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
- 4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.
- 4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

- 5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.
8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:
Town of Mills



Seth Coleman, Mayor

10.20.2020

Date

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Town of Mills		2 Issuer's employer identification number (EIN) 83-6000080	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 789		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Mills, WY 82644		7 Date of issue 10/15/2020	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		11		
11 Education		12		
12 Health and hospital		13		
13 Transportation		14	221,900	00
14 Public safety		15		
15 Environment (including sewage bonds)		16		
16 Housing		17		
17 Utilities		18		
18 Other. Describe ▶				
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>			
b If bonds are BANs, check only box 19b	<input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 08/01/2025	\$ 221,900.00	\$ N/A	5 years	3.194 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		N/A	
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		N/A	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____	
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____	

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

35		
36a		
37		
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions

36a		
37		
- b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
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- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c Enter the EIN of the issuer of the master pool bond ▶ _____
 - d Enter the name of the issuer of the master pool bond ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

10.20.2020
Seth Coleman, Mayor

Signature of issuer's authorized representative
Date
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

Christine Trumbull

From: Kristi Kirkman <kristikirkman@clpusa.net>
Sent: Friday, October 16, 2020 10:57 AM
To: Christine Trumbull
Subject: Town of Mills
Attachments: Mills, WY - Contract 101620.pdf

Good Afternoon Christine,

I have prepared the legal contract for financing of the new equipment for your completion.

The contract attached to this email includes an instruction sheet to guide you through the execution process. **Please follow these instructions very closely to avoid any delays throughout this process. *The document should be printed single-sided.***

If at any time you have questions please do not hesitate to call or email me.

You will need to use a pdf reader to open the file. If you do not currently have a reader you can download Adobe Reader via the link provided. Just click on the link and follow the download instructions. [Adobe Reader](#)

We look forward to continuing our work with you on this project and I will be in touch in a couple of days to confirm your receipt of this email and the attached contract.

Sincerely,

Kristi Kirkman
Documentation Associate
Community Leasing Partners
Division of Community First National Bank-Member FDIC

215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875



Community Leasing Partners (CLP) is providing the information contained in this email, and any attached documents, for discussion purposes only in anticipation of engaging in a commercial, arms length transaction in which CLP would be acting solely as a principal and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity. CLP will not have any duties or liability to any person or entity in connection with the information provided herein. The information provided is not intended to be and should not be construed as 'advice' within the meaning of Section 15B of the Securities Exchange Act of 1934. Please consult with your own legal, accounting, tax, financial & other advisors to the extent you deem appropriate.