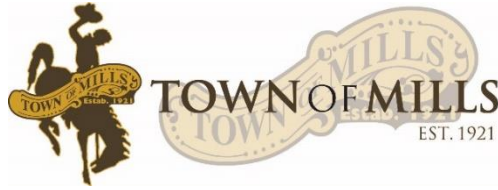


**REGULAR TOWN
COUNCIL MEETING
November 17, 2020
7:00 PM
Town Hall**



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

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AWARDS AND RECOGNITIONS

- [1.](#) Promotion for Matt Elliott to Fire Engineer

PUBLIC HEARING

- 2. Public Hearing:** Special Review Permit

CONSENT AGENDA

Minutes

- [3.](#) Council Meeting Minutes 10-27-2020
4. Executive Meeting Minutes for a Personnel Issue

Town Licenses

- [5.](#) New and Renewal Business and Contractor Licenses

Financial Approvals

- [6.](#) Fire Payroll 10-19-2020 to 10-30-2020
- [7.](#) Fire Payroll 10-31-2020 to 11-11-2020
- [8.](#) Regular/Police Payroll 10-12-2020 to 10-25-2020
- [9.](#) Regular/Police Payroll 10-26-2020 to 11-08-2020
- [10.](#) Bill Breakdown Reports
- [11.](#) September 2020 Bank Reconciliation Report
- [12.](#) October 2020 Bank Reconciliation Report
- [13.](#) Council Approval of the August 2020 and September 2020 Court Income Report
- [14.](#) October 2020 Court Income Report

ORDINANCES AND RESOLUTIONS

- 15. Resolution 2020-47:** A Resolution of the Town of Mills Designating the Banking Institutions To Be Used for the Fiscal Year Beginning July 1st, 2020 to June 30th, 2021.
- 16. Resolution 2020-48:** Emergency Resolution Implementing a Town of Mills Emergency COVID-19 Policy
- 17. Resolution 2020-49:** A Resolution Approving a Special Review Permit To Allow Motor Vehicle Sales Within An Established Business Zoning District on Lot 4, Block 13 of the Mountain View Suburb
- 18. Resolution 2020-50:** Cares Act
- 19. Ordinance 747; THIRD AND FINAL READING:** An Ordinance Concerning a Franchise Agreement with Mountain West
- 20. Ordinance 751; Second Reading:** An Ordinance Amending Sections 18.04.030, 18.080.030 and 18.08.040, to Include Town Homes
- 21. Ordinance 752; First Reading:** An Ordinance Repealing the Existing Title 2 On Administration and Personnel in its Entirety and Replacing It With A New Title 2 On Administration and Personnel
- 22. Ordinance 753; First Reading:** An Ordinance Repealing The Existing Title 9 On General Offenses In Its Entirety and Replacing it With A New Title 9 on General Offenses
- 23. Emergency Ordinance 754; First and Final Reading:** An Emergency Ordinance Regarding the Acquisition of and Use of a Curis Machine
- 24. Charter Ordinance 2020-1; First Reading:** An Ordinance Exempting the Town of Mills From The Provisions of WS 15-3-104
- 25. Charter Ordinance 2020-2; First Reading:** An Ordinance Exempting the Town of Mills From the Provisions of WS 15-5-101
- 26. Charter Ordinance 2020-3; First Reading:** An Ordinance Exempting The Town of Mills From The Provisions of WS15-11-202
- 27. Charter Ordinance 2020-4; First Reading:** An Ordinance Exempting The Town of Mills From The Provisions of WS 22-23-103
- 28. Charter Ordinance 2020-5; First Reading:** An Ordinance Exempting The Town of Mills From The Provisions of WS 15-11-103
- 29. Charter Ordinance 2020-6; First Reading:** An Ordinance Exempting The Town of Mills From The Provisions of WS 15-11-103 in Regards to Terms

COUNCIL APPROVALS

- 30.** Council Authorizes the Mayor to Sign the Agreement with CPI for Ambulance Collections
- 31.** Council Authorizes the Mayor to Sign the Agreement with Advance Geotechnical Inc
- 32.** Council Authorizes the Purchase of the Curis Machine

OPEN DISCUSSION

EXECUTIVE SESSION

33. Legal Issue

34. Legal Issue

35. Personnel Issue

ADJOURNMENT

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

NEXT WORK SESSION - December 14th, 2020 @ 9:00am/ December 15th, 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.

License # 9530

Application for Business License - Town of Mills

DATE _____

Item # 1.



Incomplete Applications will be returned. **Complete all fields in RED**

I, Travis Cross, the Owner of Blitzed Again Welding Services
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 4961 MARMON ST Mills WY 82644
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID
NOV 03 2020
TOWN OF MILLS

do hereby apply to the Town Council of the Town of Mills for a Business License to operate my welding within the Town of Mills for a DESCRIBE THE TYPE OF BUSINESS

period of ONE year, beginning the 17 day of NOVEMBER, 2020.

Business mailing address: PO Box 1943
City Mills State WY Zip 82644

Business phone number: 307 315 5711 WY Tax ID Number: 520197015

- 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 _____ Print Name Travis Cross

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.

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

OFFICE USE ONLY
I, CHRISTINE THOMPSON, 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 17 day of NOVEMBER, 2020.
Attest _____
Town Clerk

OFFICE USE ONLY
Insurance Expiration Date: 3-7-2021 Fire Inspection Completed Date: 11/17

9730



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

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 Jim Waldron Agency 350 W. A Street, Suite 204 Casper, WY 82601	CONTACT NAME: Jim L. Waldron PHONE (A/C, No, Ext): 307-577-7100 FAX (A/C, No): 307-577-7100 E-MAIL ADDRESS: jwaldron@farmersagent.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Blitzed Again Welding Services 4961 Marmon Street Mills, WY 82644	NAIC #

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	ADD'L SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPS2987335	03/07/2020	03/07/2021	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 \$ 2,000,000
	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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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 <input checked="" type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

License # 9728

Application for Business License - Town of Mills

DATE 10-28-2020

Incomplete Applications will be returned. Complete all fields in **RED**



I, Becky Frisby, the Office Manager of Rogue Mechanical
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 6064 S Okeepa Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

do hereby apply to the Town Council of the Town of Mills for a Business License to operate my
Mechanical Contractor within the Town of Mills for a
DESCRIBE THE TYPE OF BUSINESS

period of ONE year, beginning the 17 day of NOVEMBER, 2020.

Business mailing address: 6064 S Okeepa
City Casper State WY Zip 82604

Business phone number: (307) 267-3161 WY Tax ID Number: 81-2063331

- 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 R Frisby Print Name Becky Frisby

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: 7/14/21 Fire Inspection Completed Date: _____

PAID
OCT 28 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, 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 17 day of NOVEMBER, 2020.

Attest _____
Town Clerk



Policy Number:

Date Entered: 10/28/2020

Item # 1.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

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 Hamm Agency 5840 E. 2nd St. Ste. 100 Casper, WY 82609	CONTACT NAME: WENDI STULL	PHONE (A/C, No, Ext): (307) 265-0275	FAX (A/C, No): (307) 234-1454
	E-MAIL ADDRESS:		
INSURED ROGUE MECHANICAL LLC 6064 S OKEEPA CASPER, WY 82604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FARMERS INSURANCE EXCHANGE		21652
	INSURER B: GEMINI INSURANCE COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		

9728

SCANNED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

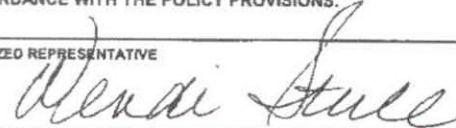
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCGP025752	7/14/2020	7/14/2021	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 \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			606298073	9/12/2020	9/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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		Y/N N/A				PER STATUTE OTH-ER 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)

WORKERS COMPENSATION IS STATE FUNDED.

CERTIFICATE HOLDER CANCELLATION

TOWN OF MILLS 704 FOURTH ST MILLS, WY 82604	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 
---	---

9728



City of Casper, Wyoming

JERIMIAH FRISBY

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

Mechanical Master

CL-19-1282

This License Expires: 12/31/2020



City of Casper, Wyoming

ROGUE MECHANICAL, LLC

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

Mechanical Contractor

CL-19-1041

This License Expires: 12/31/2020


SCANNED

License # 9729

Application for Contractor License - Town of Mills

DATE 10-30-20



Incomplete Applications will be returned. Complete all fields in RED

I, Jason Baxter, the owner of Mahogany Builders LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 3100 S. Coffman Ave Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID *ck*
OCT 30 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 17 day of NOVEMBER, 2020.

Business mailing address: 3100 S. Coffman Ave
City Casper State WY Zip 82604

Business phone #: 307-258-6540 Contractor ID #: CL-20-159

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

Signed [Signature] Print Name Jason Baxter

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 N/A

Proof of Liability Insurance: Insurance Expiration Date 6-30-2021

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 THURSBY 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 17 day
of NOVEMBER, 2020.

Attest _____
Town Clerk



MOHABUI-01

Item # 1.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2020

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 Alliance Insurance Group, LLC	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(303) 279-9700	FAX (A/C, No): (303) 279-5088
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Insurance		23043
INSURED Mahogany Builders LLC 3100 South Coffman Avenue Casper, WY 82604	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

9729

SCANNED

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 INSD	SUBR 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS61629335	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 Town of Mills 704 Fourth Street Mills, WY 82604	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

 **SCANNED**

9729



City of Casper, Wyoming

MAHOGANY BUILDERS

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

General III

CL-20-159

This License Expires: 12/31/2020

Council Meeting NOV 17, 2020

Item # 1.

NEW CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Mahogany Builders	Yes	Yes	N/A

RENEWAL CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Dave Roofing	Yes	Yes	N/A
2	Devault Plumbing & Heating	Yes	Yes	N/A
3	Envision Electric	Yes	Yes	N/A
4	Tri Mountain Construction	Yes	Yes	N/A
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Council Meeting NOV 17, 2020

Item # 1.

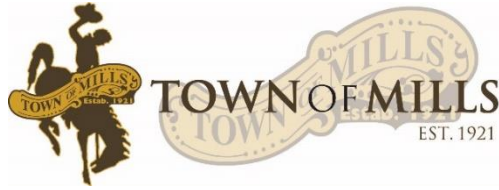
NEW BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Blitzed Again Welding	N/A	Yes
2	Rogue Mechanical	N/A	Yes

RENEWAL BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Big Horn Tire	Yes	Yes
2	CDT Properties	N/A	N/A
3	Fort Caspar Campground	N/A	Yes
4	M 3 Industries	Yes	Yes
5	Robinson Contracting	N/A	Yes
6	Subway	N/A	Yes
7	Videos To Go	Yes	Yes
8	Woodward Machine	Yes	Yes
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**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

MINUTES

CALL TO ORDER

Mayor called the meeting to order 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

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Public Hearing: Twin Homes

Mayor closed the Council Meeting at 7:01pm.

Mayor opened the Public Hearing at 7:01p.

Mayor Coleman now declared the Public Hearing opened for considering of Twin Homes. The hearing will be conducted in accordance with state statues and has been set and advertised in accordance with the statutes. I would ask those individuals who wish to address the council on this issue to approach the lectern, state your name, and address for the record. Do we have a report on this item? Scott Radden the Town Planner spoke up and briefed the Council on this. Scott stated that back in 2016 we wanted to add twin homes and Lisa Burrige plan fell through and now she wants to build them again. So we are just adding it back into the zoning code. Mayor Coleman asked if there was anyone in the audience who wishes to speak in favor of this item. Again, Mayor asked if there was anyone in the audience who wishes to speak in favor of this item. No one spoke up. Mayor asked if there was anyone in the audience who wishes to speak in opposition to this item. No one spoke up. Again, is there anyone in the audience who wishes to speak in opposition to this item? For a third and final time is there anyone in the audience who wishes to speak in opposition to this item. Mayor Coleman mentioned that after all have spoken and there being no others to speak for or against this item, I now declare the public hearing closed at 7:03pm. Mayor opened the Council Meeting at 7:04pm

CONSENT AGENDA

Minutes

2. Council Meeting Minutes 10-13-2020

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

3. Executive Session Minutes for a Personnel Issue

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

Town Licenses

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

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

Financial Approvals

5. Regular and Police Payroll 9-28-2020 to 10-11-2020

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

6. Fire Payroll 9-25-2020 to 10-6-2020

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

7. Fire Payroll 10-7-2020 to 10-18-2020

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

ORDINANCES AND RESOLUTIONS

- 8. Ordinance 747: Second Reading:** An Ordinance Concerning a Franchise Agreement with Mountain West Telephone

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

- 9. Ordinance 750: THIRD AND FINAL READING:** An Ordinance to Rezone Sullivan Simple Subdivision

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

- 10. Ordinance 751: First Reading:** An Ordinance Amending Sections 18.04.030, 18.080.030 and 18.08.040, to Include Twin Homes

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

- 11. Resolution 2020-43:** A Resolution Approving a Site Plan for a 3,200 Ft Shop in Tract B, Fossil Creek Addition #2

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

- 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

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

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

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

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

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

COUNCIL APPROVALS

15. Council Approval of the Mailk Hegge Site Plan Agreement

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

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

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

OPEN DISCUSSION

None

EXECUTIVE SESSION

Mayor asked for a motion to go into executive session at 7:10pm.

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.

Back from Executive Session at 7:21pm. No Action

ADJOURNMENT

Mayor asked for a motion to adjourn the meeting at 7:21pm

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

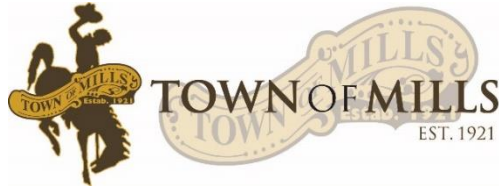
NEXT WORK SESSION - November 16th, 2020 @ 9:00am/ November 17th, 2020 @ 6:00pm/ December 14th, 2020 @ 9:00am/ December 15th, @ 6:00pm

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.

Mayor, Seth Coleman

Town Clerk, Christine Trumbull

**REGULAR TOWN
COUNCIL MEETING
November 17, 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

AWARDS AND RECOGNITIONS

- 1. Promotion for Matt Elliott to Fire Engineer

PUBLIC HEARING

- 2. **Public Hearing:** Special Review Permit

CONSENT AGENDA

Minutes

- 3. Council Meeting Minutes 10-27-2020
- 4. Executive Meeting Minutes for a Personnel Issue

Town Licenses

- 5. New and Renewal Business and Contractor Licenses

Financial Approvals

- 6. Fire Payroll 10-19-2020 to 10-30-2020
- 7. Fire Payroll 10-31-2020 to 11-11-2020
- 8. Regular/Police Payroll 10-12-2020 to 10-25-2020
- 9. Regular/Police Payroll 10-26-2020 to 11-08-2020
- 10. Bill Breakdown Reports
- 11. September 2020 Bank Reconciliation Report
- 12. October 2020 Bank Reconciliation Report
- 13. Council Approval of the August 2020 and September 2020 Court Income Report
- 14. October 2020 Court Income Report

ORDINANCES AND RESOLUTIONS

- 15. Resolution 2020-47:** A Resolution of the Town of Mills Designating the Banking Institutions To Be Used for the Fiscal Year Beginning July 1st, 2020 to June 30th, 2021.
- 16. Resolution 2020-48:** Emergency Resolution Implementing a Town of Mills Emergency COVID-19 Policy
- 17. Resolution 2020-49:** A Resolution Approving a Special Review Permit To Allow Motor Vehicle Sales Within An Established Business Zoning District on Lot 4, Block 13 of the Mountain View Suburb
- 18. Resolution 2020-50:** Cares Act
- 19. Ordinance 747; THIRD AND FINAL READING:** An Ordinance Concerning a Franchise Agreement with Mountain West
- 20. Ordinance 751; Second Reading:** An Ordinance Amending Sections 18.04.030, 18.080.030 and 18.08.040, to Include Town Homes
- 21. Ordinance 752; First Reading:** An Ordinance Repealing the Existing Title 2 On Administration and Personnel in its Entirety and Replacing It With A New Title 2 On Administration and Personnel
- 22. Ordinance 753; First Reading:** An Ordinance Repealing The Existing Title 9 On General Offenses In Its Entirety and Replacing it With A New Title 9 on General Offenses
- 23. Charter Ordinance 2020-1:** An Ordinance Exempting the Town of Mills From The Provisions of WS 15-3-104
- 24. Charter Ordinance 2020-2:** An Ordinance Exempting the Town of Mills From the Provisions of WS 15-5-101
- 25. Charter Ordinance 2020-3:** An Ordinance Exempting The Town of Mills From The Provisions of WS15-11-202
- 26. Charter Ordinance 2020-4:** An Ordinance Exempting The Town of Mills From The Provisions of WS 22-23-103
- 27. Charter Ordinance 2020-5:** An Ordinance Exempting The Town of Mills From The Provisions of WS 15-11-103
- 28. Charter Ordinance 2020-6:** An Ordinance Exempting The Town of Mills From The Provisions of WS 15-11-103 in Regards to Terms

COUNCIL APPROVALS

- 29. Council Authorizes the Mayor to Sign the Agreement with CPI for Ambulance Collections
- 30. Council Authorizes the Mayor to Sign the Agreement with Advance Geotechnical Inc

OPEN DISCUSSION

EXECUTIVE SESSION

- 31. Legal Issue

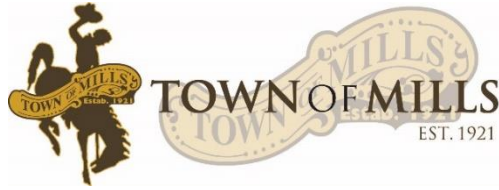
ADJOURNMENT

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

NEXT WORK SESSION - December 14th, 2020 @ 9:00am/ December 15th, 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.

**REGULAR TOWN
COUNCIL MEETING
November 17, 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

AWARDS AND RECOGNITIONS

- [1.](#) Promotion for Matt Elliott to Fire Engineer

PUBLIC HEARING

- 2. Public Hearing:** Special Review Permit

CONSENT AGENDA

Minutes

- [3.](#) Council Meeting Minutes 10-27-2020
- 4. Executive Meeting Minutes for a Personnel Issue

Town Licenses

- 5. New and Renewal Business and Contractor Licenses

Financial Approvals

- [6.](#) Fire Payroll 10-19-2020 to 10-30-2020
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ORDINANCES AND RESOLUTIONS

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COUNCIL APPROVALS

- 29.** Council Authorizes the Mayor to Sign the Agreement with CPI for Ambulance Collections
- 30.** Council Authorizes the Mayor to Sign the Agreement with Advance Geotechnical Inc

OPEN DISCUSSION

EXECUTIVE SESSION

- 31. Legal Issue

ADJOURNMENT

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

NEXT WORK SESSION - December 14th, 2020 @ 9:00am/ December 15th, 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.

License # 9730

Application for Business License - Town of Mills

DATE _____

Item # 5.



Incomplete Applications will be returned. **Complete all fields in RED**

I, Travis Cross, the Owner of Blitzed Again Welding Services
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 4961 MARMON ST Mills WY 82644
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

do hereby apply to the Town Council of the Town of Mills for a Business License to operate my welding within the Town of Mills for a DESCRIBE THE TYPE OF BUSINESS

period of ONE year, beginning the 17 day of NOVEMBER, 2020.

Business mailing address: PO Box 1943
City Mills State WY Zip 82644

Business phone number: 307315 5711 WY Tax ID Number: 520197015

- 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 _____ Print Name Travis Cross

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: 3-7-2021 Fire Inspection Completed Date: 1/17

PAID
NOV 03 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, CHRISTINE THOMPSON, 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 17 day of NOVEMBER, 2020.
Attest _____
Town Clerk

9730



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

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 Jim Waldron Agency 350 W. A Street, Suite 204 Casper, WY 82601	CONTACT NAME: Jim L. Waldron PHONE (A/C, No, Ext): 307-577-7100 FAX (A/C, No): 307-577-7100 E-MAIL ADDRESS: jwaldron@farmersagent.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Atain Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Blitzed Again Welding Services 4961 Marmon Street Mills, WY 82644	NAIC #

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
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPS2987335	03/07/2020	03/07/2021	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 - COM/OP AGG \$ 2,000,000
	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				PER STATUTE OTH-ER 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

License # 9728

Application for Business License - Town of Mills

DATE 10-28-2020

Incomplete Applications will be returned. Complete all fields in RED



I, Becky Frisby, the Office Manager of Rogue Mechanical
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 6064 S Okeepa Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

do hereby apply to the Town Council of the Town of Mills for a Business License to operate my
Mechanical Contractor within the Town of Mills for a
DESCRIBE THE TYPE OF BUSINESS

period of ONE year, beginning the 17 day of NOVEMBER, 2020.

Business mailing address: 6064 S Okeepa
City Casper State WY Zip 82604

Business phone number: (307) 267-3161 WY Tax ID Number: 81-2063331

- 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 R Frisby Print Name Becky Frisby

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: 7/14/21 Fire Inspection Completed Date: _____

PAID
OCT 28 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, 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 17 day of NOVEMBER, 2020.

Attest _____
Town Clerk



Policy Number:

Date Entered: 10/28/2020

Item # 5.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

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 Hamm Agency 5840 E. 2nd St. Ste. 100 Casper, WY 82609	CONTACT NAME: WENDI STULL	PHONE (A/C, No, Ext): (307) 265-0275	FAX (A/C, No): (307) 234-1454
	E-MAIL ADDRESS:		
INSURED ROGUE MECHANICAL LLC 6064 S OKEEPA CASPER, WY 82604	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FARMERS INSURANCE EXCHANGE		21652
	INSURER B: GEMINI INSURANCE COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		

9728

SCANNED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

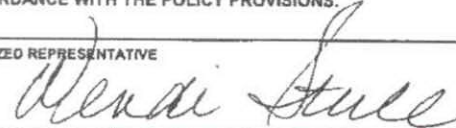
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCGP025752	7/14/2020	7/14/2021	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 - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			606298073	9/12/2020	9/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ 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		Y/N N/A				PER STATUTE OTH-ER 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)

WORKERS COMPENSATION IS STATE FUNDED.

CERTIFICATE HOLDER CANCELLATION

TOWN OF MILLS 704 FOURTH ST MILLS, WY 82604	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 
---	---

9728



City of Casper, Wyoming

JERIMIAH FRISBY

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

Mechanical Master

CL-19-1282

This License Expires: 12/31/2020



City of Casper, Wyoming

ROGUE MECHANICAL, LLC

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

Mechanical Contractor

CL-19-1041

This License Expires: 12/31/2020


SCANNED

License # 9729

Application for Contractor License - Town of Mills

DATE 10-30-20



Incomplete Applications will be returned. Complete all fields in RED

I, Jason Baxter, the owner of Mahogany Builders LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 3100 S. Coffman Ave Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID *ck*
OCT 30 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 17 day of NOVEMBER, 2020.

Business mailing address: 3100 S. Coffman Ave
City Casper State WY Zip 82604

Business phone #: 307-258-6540 Contractor ID #: CL-20-159

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

Signed [Signature] Print Name Jason Baxter

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.

OFFICE USE ONLY

I, CHRISTINE THURSBY 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 17 day
of NOVEMBER, 2020.

Attest _____
Town Clerk

Fire Inspection Fire Inspection Completed Date N/A

Proof of Liability Insurance: Insurance Expiration Date 6-30-2021

Contractor License Contractor License Expiration Date 12-31-2020

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



MOHABUI-01

Item # 5.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2020

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 Alliance Insurance Group, LLC	CONTACT NAME:	
	PHONE (A/C, No, Ext): (303) 279-9700	FAX (A/C, No): (303) 279-5088
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Insurance	23043
INSURED Mahogany Builders LLC 3100 South Coffman Avenue Casper, WY 82604	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

9729

SCANNED

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 INSD	SUBR 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS61629335	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER 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 Town of Mills 704 Fourth Street Mills, WY 82604	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

 **SCANNED**

9729



City of Casper, Wyoming

MAHOGANY BUILDERS

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

General III

CL-20-159

This License Expires: 12/31/2020

Council Meeting NOV 17, 2020

Item # 5.

NEW CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Mahogany Builders	Yes	Yes	N/A

RENEWAL CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Dave Roofing	Yes	Yes	N/A
2	Devault Plumbing & Heating	Yes	Yes	N/A
3	Envision Electric	Yes	Yes	N/A
4	Tri Mountain Construction	Yes	Yes	N/A
5				
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23				

Council Meeting NOV 17, 2020

Item # 5.

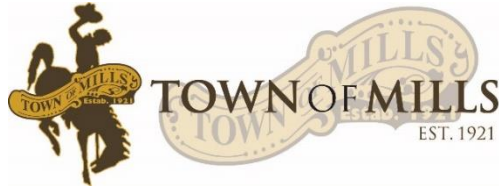
NEW BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Blitzed Again Welding	N/A	Yes
2	Rogue Mechanical	N/A	Yes

RENEWAL BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Big Horn Tire	Yes	Yes
2	CDT Properties	N/A	N/A
3	Fort Caspar Campground	N/A	Yes
4	M 3 Industries	Yes	Yes
5	Robinson Contracting	N/A	Yes
6	Subway	N/A	Yes
7	Videos To Go	Yes	Yes
8	Woodward Machine	Yes	Yes
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23			

**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

MINUTES

CALL TO ORDER

Mayor called the meeting to order 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

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Public Hearing: Twin Homes

Mayor closed the Council Meeting at 7:01pm.

Mayor opened the Public Hearing at 7:01p.

Mayor Coleman now declared the Public Hearing opened for considering of Twin Homes. The hearing will be conducted in accordance with state statues and has been set and advertised in accordance with the statutes. I would ask those individuals who wish to address the council on this issue to approach the lectern, state your name, and address for the record. Do we have a report on this item? Scott Radden the Town Planner spoke up and briefed the Council on this. Scott stated that back in 2016 we wanted to add twin homes and Lisa Burrige plan fell through and now she wants to build them again. So we are just adding it back into the zoning code. Mayor Coleman asked if there was anyone in the audience who wishes to speak in favor of this item. Again, Mayor asked if there was anyone in the audience who wishes to speak in favor of this item. No one spoke up. Mayor asked if there was anyone in the audience who wishes to speak in opposition to this item. No one spoke up. Again, is there anyone in the audience who wishes to speak in opposition to this item? For a third and final time is there anyone in the audience who wishes to speak in opposition to this item. Mayor Coleman mentioned that after all have spoken and there being no others to speak for or against this item, I now declare the public hearing closed at 7:03pm. Mayor opened the Council Meeting at 7:04pm

CONSENT AGENDA

Minutes

2. Council Meeting Minutes 10-13-2020

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

3. Executive Session Minutes for a Personnel Issue

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

Town Licenses

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

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

Financial Approvals

5. Regular and Police Payroll 9-28-2020 to 10-11-2020

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

6. Fire Payroll 9-25-2020 to 10-6-2020

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

7. Fire Payroll 10-7-2020 to 10-18-2020

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

ORDINANCES AND RESOLUTIONS

8. Ordinance 747: Second Reading: An Ordinance Concerning a Franchise Agreement with Mountain West Telephone

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

9. Ordinance 750: THIRD AND FINAL READING: An Ordinance to Rezone Sullivan Simple Subdivision

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

10. Ordinance 751: First Reading: An Ordinance Amending Sections 18.04.030, 18.080.030 and 18.08.040, to Include Twin Homes

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

11. Resolution 2020-43: A Resolution Approving a Site Plan for a 3,200 Ft Shop in Tract B, Fossil Creek Addition #2

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

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

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

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

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

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

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

COUNCIL APPROVALS

15. Council Approval of the Mailk Hegge Site Plan Agreement

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

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

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

OPEN DISCUSSION

None

EXECUTIVE SESSION

Mayor asked for a motion to go into executive session at 7:10pm.

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.

Back from Executive Session at 7:21pm. No Action

ADJOURNMENT

Mayor asked for a motion to adjourn the meeting at 7:21pm

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

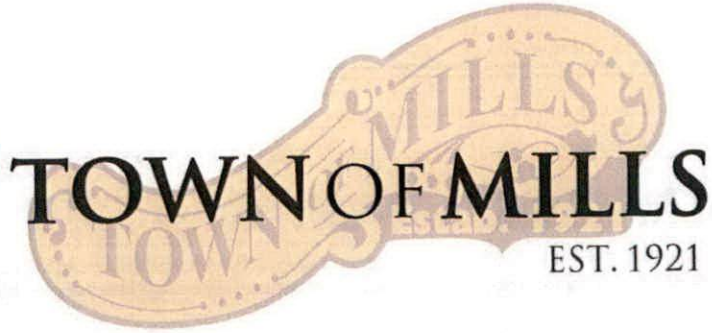
NEXT MEETING - November 17th, 2020 @ 7:00pm/ December 15th, 2020 @ 7:00pm

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.

Mayor, Seth Coleman

Town Clerk, Christine Trumbull



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Fire Payroll,

Date Range: October 19th, 2020 to October 30th, 2020

NET..... \$9859.40

DEDUCTIONS.....\$3,777.27

Federal Taxes.....\$925.00

Medicare.....\$183.70

Retirement \$1397.09

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$13,636.67

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



TOWN OF MILLS

EST. 1921

PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Fire Payroll,

Date Range: October 31st, 2020 to November 11th, 2020

NET..... \$11,449.45

DEDUCTIONS.....\$

Federal Taxes.....\$1242.00

Medicare.....\$215.01

Retirement \$1618.33

Union Dues..... \$175.00

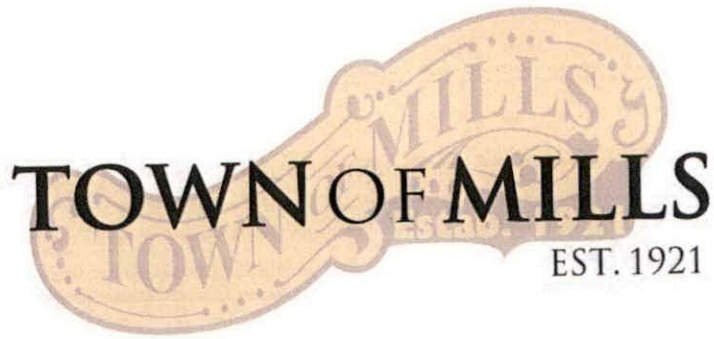
Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$15,796.27

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Regular/Police Payroll

Date Range: October 12th, 2020 to October 25th, 2020

NET.....	\$67,901.75
DEDUCTIONS.....	\$24,504.41
Federal Taxes.....	\$7804.00
Medicare.....	\$1335.55
Retirement	\$8075.30
Social Security.....	\$5710.51
Supplemental Retirement.....	\$960.00
Supplemental Insurance.....	\$579.02
Insurance.....	\$40.03
TOTAL PAYROLL.....	\$92,406.12

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Regular/Police Payroll

Date Range: October 26th, 2020 to November 8-2020

NET..... \$65,805.39

DEDUCTIONS.....\$26,812.40

Federal Taxes.....\$7533.00

Medicare..... \$1298.65

Retirement \$8093.70

Social Security.....\$5552.84

Supplemental Retirement..... \$960.00

Supplemental Insurance.....\$579.02

Insurance.....\$2795.19

TOTAL PAYROLL.....\$92,617.79

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



TOWN OF MILLS

EST. 1921

BILLS

Meeting Date: November 17th, 2020

Bills

PETTY CASH.....	\$0.00
VOUCHERS.....	\$119,143.31
MANUAL CHECKS TOWN HALL.....	\$133,830.94
MANUAL CHECKS COURT.....	\$1640.00
VOIDED CHECKS.....	\$0.00



TOWN OF MILLS

EST. 1921

CHECK LIST FOR

November 17th, 2020

COUNCIL MEETING

Town Hall/Court

10-26-2020	26605-26610	Manual
10-27-2020	26611-26614	Transmittals
11-2-2020	26615-26616	Manual
11-3-2020	26617-26618	Transmittals
11-4-2020	26619-26626	Manual
11-9-2020	26627-26634	Transmittals
11-10-2020	26635-26636	Manuals
11-13-2020	26637-26685	Vouchers
	<u>COURT</u>	
10-26-2020	1603	Manual
11-3-2020	1604	Manual
11-10-2020	1605	Manual

COUNCIL:

MAYOR:

TOWN CLERK:



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

Town Hall

November 17th , 2020

COUNCIL MEETING

10-26-2020	26605	Wyoming Financial Insurance	Insurance	\$52,344.16
10-26-2020	26606	Stevie Thomas	Water Deposit Refund	\$164.87
10-26-2020	26607	Verizon	Phone Bill	\$1896.33
10-26-2020	26608	Tom Corson	Hall Refund COVID	\$585.00
10-26-2020	26609	Iron Workers	Hall Refund COVID	\$150.00
10-27-2020	26610	Thomas Wilson	Uniform Stipend	\$250.00
11-02-2020	26615	Department of Workforce Services	Workers Comp	\$5623.19
11-2-2020	26616	Tiffany Payne	Water Deposit Refund	\$1.16
11-04-2020	26619	Century Link	Phone Bill	\$236.64
11-4-2020	26620	Verizon	Phone Bill	\$138.66
11-4-2020	26621	Charter Communications	TV/ Internet	\$447.06
11-4-2020	26622	Jeff Dickirson	Water Deposit Refund	\$46.60
11-4-2020	26623	Rocky Mountain Power	Utilities	\$66.86



TOWN OF MILLS

EST. 1921

11-4-2020	26624	Rocky Mountain Power	Utilities	\$14,048.98
11-9-2020	26625	Wyoming Door	Down Payment for Doors at Public Works	\$8800.00
11-9-2020	26626	Rocky Mountain Power	Utilities	\$244.61
11-10-2020	26635	Black Hills Energy	Utilities	\$2246.47
11-10-2020	26636	Environmental Civil Solutions	Buffalo Meadows	\$46,540.35

TOTAL: \$133,830.94

52,344.16+

164.87+

1,896.33+

535.00+

150.00+

250.00+

5,623.19+

1.16+

236.64+

138.65+

447.06+

46.60+

66.86+

14,048.98+

8,800.00+

244.61+

2,246.47+

46,540.35+

018

133,830.940

133,830.94x



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

COURT

November 17th, , 2020

COUNCIL MEETING

10-26-2020	1603	Zoe Bunner	Bond Refund	\$870.00
11-03-2020	1604	Theres Frederick	Bond Refund	\$10.00
11-10-2020	1605	Rollin Ware	Bond Refund	\$760.00

TOTAL: \$1640.00

.....-P
P
 870.00+
 10.00+
 760.00+

003

1,640.000

1,640.00x

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

[Report].Vendor Number = {<>} {AND} 380 {AND} 4910 {AND} 790 {AND} 1310 {AND} 1340 {AND} 2080 {AND} 4200 {AND} 4210 {AND} 5470 {AND} 5480 {AND} 5950 {AND} 6480 {AND} 7040 {AND} 7280 {AND} 6450 {AND} 7170

[Report].Vendor Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
307 Construction, LLC								
7641	307 Construction, LLC	11092020	11/09/2020	12,380.00	12,380.00	11/13/2020	11/13/2020	26637
Total 307 Construction, LLC:				12,380.00	12,380.00			
AC Electrical Service								
7982	AC Electrical Service	1174	10/21/2020	397.64	397.64	11/13/2020	11/13/2020	26638
Total AC Electrical Service:				397.64	397.64			
Action Glass, Inc								
8041	Action Glass, Inc	20259	10/16/2020	587.56	587.56	11/13/2020	11/13/2020	26639
Total Action Glass, Inc:				587.56	587.56			
Advance Casper								
1040	Advance Casper	01-79	11/04/2020	4,166.66	4,166.66	11/13/2020	11/13/2020	26640
Total Advance Casper:				4,166.66	4,166.66			
Advanced Medical Imaging Consultants P.C								
7376	Advanced Medical Imaging Consu	AMIC127312 0	08/18/2020	41.00	41.00	11/13/2020	11/13/2020	26641
Total Advanced Medical Imaging Consultants P.C:				41.00	41.00			
Alpine Motorsports								
7506	Alpine Motorsports	AP18867	10/14/2020	19.11	19.11	11/13/2020	11/13/2020	26642
Total Alpine Motorsports:				19.11	19.11			
ALSCO, Inc								
350	ALSCO, Inc	LCAS1374723	10/28/2020	132.61	132.61	11/13/2020	11/13/2020	26643
Total ALSCO, Inc:				132.61	132.61			
Amazon Capital Services, Inc								
7825	Amazon Capital Services, Inc	11T1-KRKR-H	11/03/2020	108.90	108.90	11/13/2020	11/13/2020	26644
7825	Amazon Capital Services, Inc	1XVK-K9HQ-T	10/31/2020	45.59	45.59	11/13/2020	11/13/2020	26644
7825	Amazon Capital Services, Inc	1YJG-76M6-G6	11/06/2020	141.35	141.35	11/13/2020	11/13/2020	26644
Total Amazon Capital Services, Inc:				295.84	295.84			
Atlas Office Products, Inc								
620	Atlas Office Products, Inc	62612-0	10/14/2020	51.98	51.98	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	62612-1	10/22/2020	13.49	13.49	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63069-0	11/02/2020	107.55	107.55	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63069-1	11/04/2020	131.45	131.45	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63172-0	11/04/2020	144.51	144.51	11/13/2020	11/13/2020	26645

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Atlas Office Products, Inc:				448.98	448.98			
Big Horn Tire, Inc								
7983	Big Horn Tire, Inc	04-49509	11/05/2020	234.96	234.96	11/13/2020	11/13/2020	26646
Total Big Horn Tire, Inc:				234.96	234.96			
Caselle, Inc								
1160	Caselle, Inc	105461	11/01/2020	1,054.00	1,054.00	11/13/2020	11/13/2020	26647
1160	Caselle, Inc	105461	11/01/2020	1,054.00	1,054.00	11/13/2020	11/13/2020	26647
Total Caselle, Inc:				2,108.00	2,108.00			
Casper Star Tribune Inc								
1270	Casper Star Tribune Inc	68841-1	09/30/2020	50.15	50.15	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69066-1	10/14/2020	255.98	255.98	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69401	10/21/2020	380.00	380.00	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69828	10/28/2020	136.66	136.66	11/13/2020	11/13/2020	26648
Total Casper Star Tribune Inc:				822.79	822.79			
City of Casper								
1510	City of Casper	22204	10/29/2020	22,688.09	22,688.09	11/13/2020	11/13/2020	26649
1510	City of Casper	601930	10/21/2020	454.92	454.92	11/13/2020	11/13/2020	26649
1510	City of Casper	601950	10/22/2020	465.63	465.63	11/13/2020	11/13/2020	26649
1510	City of Casper	601972	10/26/2020	283.05	283.05	11/13/2020	11/13/2020	26649
1510	City of Casper	601994	10/26/2020	565.59	565.59	11/13/2020	11/13/2020	26649
1510	City of Casper	602026	10/27/2020	674.73	674.73	11/13/2020	11/13/2020	26649
1510	City of Casper	602044	10/28/2020	400.86	400.86	11/13/2020	11/13/2020	26649
1510	City of Casper	602064	10/29/2020	456.45	456.45	11/13/2020	11/13/2020	26649
1510	City of Casper	602082	10/30/2020	260.10	260.10	11/13/2020	11/13/2020	26649
1510	City of Casper	602106	11/02/2020	529.38	529.38	11/13/2020	11/13/2020	26649
1510	City of Casper	602142	11/03/2020	873.63	873.63	11/13/2020	11/13/2020	26649
1510	City of Casper	636	10/28/2020	865.43	865.43	11/13/2020	11/13/2020	26649
Total City of Casper:				28,517.86	28,517.86			
Collins Communications, Inc								
7427	Collins Communications, Inc	544910	11/02/2020	275.00	275.00	11/13/2020	11/13/2020	26650
Total Collins Communications, Inc:				275.00	275.00			
Communication Technologies Inc								
1640	Communication Technologies Inc	82787	11/03/2020	6,487.75	6,487.75	11/13/2020	11/13/2020	26651
Total Communication Technologies Inc:				6,487.75	6,487.75			
Computer Professionals Unlimited								
7450	Computer Professionals Unlimited	INV117106	10/16/2020	180.00	180.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117154	10/28/2020	2,538.97	2,538.97	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117168	10/29/2020	2,834.00	2,834.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117169	10/29/2020	1,381.00	1,381.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117186	10/28/2020	78.00	78.00	11/13/2020	11/13/2020	26652
Total Computer Professionals Unlimited:				7,011.97	7,011.97			

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Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
CPS Distributors Inc								
1770	CPS Distributors Inc	0003885876-0	10/12/2020	80.20	80.20	11/13/2020	11/13/2020	26653
Total CPS Distributors Inc:				80.20	80.20			
Dana Kepner Company Inc								
1910	Dana Kepner Company Inc	2231830-00	10/20/2020	150.68	150.68	11/13/2020	11/13/2020	26654
Total Dana Kepner Company Inc:				150.68	150.68			
Dave North								
7953	Dave North	5954315	10/28/2020	61.56	61.56	11/13/2020	11/13/2020	26656
Total Dave North:				61.56	61.56			
EAC Submissions								
7885	EAC Submissions	3230	10/25/2020	59.40	59.40	11/13/2020	11/13/2020	26657
Total EAC Submissions:				59.40	59.40			
Emergency Medical Direction & Consulting								
7973	Emergency Medical Direction & C	10	10/31/2020	375.00	375.00	11/13/2020	11/13/2020	26658
Total Emergency Medical Direction & Consulting:				375.00	375.00			
Ferguson Enterprises LLC								
2530	Ferguson Enterprises LLC	7239888	10/08/2020	19.36	19.36	11/13/2020	11/13/2020	26659
2530	Ferguson Enterprises LLC	7244255	10/13/2020	35.64	35.64	11/13/2020	11/13/2020	26659
Total Ferguson Enterprises LLC:				55.00	55.00			
Ferguson Waterworks #1701								
2540	Ferguson Waterworks #1701	1166010	10/14/2020	4,868.64	4,868.64	11/13/2020	11/13/2020	26660
2540	Ferguson Waterworks #1701	CM136942	09/29/2020	4,388.80-	4,388.80-	11/13/2020	11/13/2020	26660
Total Ferguson Waterworks #1701:				479.84	479.84			
Greiner Ford								
2890	Greiner Ford	541833	10/23/2020	666.76	666.76	11/13/2020	11/13/2020	26669
Total Greiner Ford:				666.76	666.76			
Gudahl Williams Investigative Security I								
2930	Gudahl Williams Investigative Sec	396	10/30/2020	1,000.00	1,000.00	11/13/2020	11/13/2020	26661
Total Gudahl Williams Investigative Security I:				1,000.00	1,000.00			
Homax								
3120	Homax	CL05274	10/31/2020	273.15	273.15	11/13/2020	11/13/2020	26662
3120	Homax	CL05278	10/31/2020	186.44	186.44	11/13/2020	11/13/2020	26662
3120	Homax	CL05280	10/31/2020	85.53	85.53	11/13/2020	11/13/2020	26662
Total Homax:				545.12	545.12			
Huber Plumbing								
3200	Huber Plumbing	91518	10/22/2020	1,003.54	1,003.54	11/13/2020	11/13/2020	26663

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Huber Plumbing:				1,003.54	1,003.54			
Instrument Electric Service								
3340	Instrument Electric Service	203419	11/02/2020	120.00	120.00	11/13/2020	11/13/2020	26664
Total Instrument Electric Service:				120.00	120.00			
Integrity Auto Body, LLC								
7438	Integrity Auto Body, LLC	5996	10/28/2020	1,440.95	1,440.95	11/13/2020	11/13/2020	26665
Total Integrity Auto Body, LLC:				1,440.95	1,440.95			
J & G Landscaping, Inc								
8045	J & G Landscaping, Inc	2020-137	11/06/2020	34,998.00	34,998.00	11/13/2020	11/13/2020	26666
Total J & G Landscaping, Inc:				34,998.00	34,998.00			
JDC Investigations, LLC								
8051	JDC Investigations, LLC	1195	10/23/2020	530.00	530.00	11/13/2020	11/13/2020	26667
Total JDC Investigations, LLC:				530.00	530.00			
Leeward Tree Farm, LLC								
8049	Leeward Tree Farm, LLC	10302020	10/30/2020	445.00	445.00	11/13/2020	11/13/2020	26668
Total Leeward Tree Farm, LLC:				445.00	445.00			
Mastercard								
4170	Mastercard	016627104	10/29/2020	82.44	82.44	11/13/2020	11/13/2020	26670
4170	Mastercard	118204A	10/28/2020	239.80	239.80	11/13/2020	11/13/2020	26670
4170	Mastercard	20E0040962	10/26/2020	372.29	372.29	11/13/2020	11/13/2020	26670
4170	Mastercard	59435-1	11/03/2020	1,098.00	1,098.00	11/13/2020	11/13/2020	26670
4170	Mastercard	61065G	10/26/2020	28.86	28.86	11/13/2020	11/13/2020	26670
4170	Mastercard	61588G	10/28/2020	23.24	23.24	11/13/2020	11/13/2020	26670
4170	Mastercard	63784068	10/12/2020	60.94	60.94	11/13/2020	11/13/2020	26670
4170	Mastercard	63790487	10/13/2020	157.90	157.90	11/13/2020	11/13/2020	26670
4170	Mastercard	63793347	10/14/2020	30.79	30.79	11/13/2020	11/13/2020	26670
4170	Mastercard	64458G	10/25/2020	39.20	39.20	11/13/2020	11/13/2020	26670
4170	Mastercard	66156G	10/26/2020	31.26	31.26	11/13/2020	11/13/2020	26670
4170	Mastercard	69190G	10/31/2020	3.31	3.31	11/13/2020	11/13/2020	26670
4170	Mastercard	69240G	10/30/2020	83.50	83.50	11/13/2020	11/13/2020	26670
4170	Mastercard	69335G	10/22/2020	10.00	10.00	11/13/2020	11/13/2020	26670
4170	Mastercard	B65634	11/03/2020	153.26	153.26	11/13/2020	11/13/2020	26670
4170	Mastercard	E0700CJZCO	10/21/2020	520.00	520.00	11/13/2020	11/13/2020	26670
4170	Mastercard	E0700CK00S	10/21/2020	40.00	40.00	11/13/2020	11/13/2020	26670
4170	Mastercard	INV49470289	10/30/2020	15.74	15.74	11/13/2020	11/13/2020	26670
4170	Mastercard	R2143903536	10/11/2020	252.59	252.59	11/13/2020	11/13/2020	26670
Total Mastercard:				3,243.12	3,243.12			
My Parking Sign								
7568	My Parking Sign	MPS-562334	09/29/2020	581.30	581.30	11/13/2020	11/13/2020	26671
7568	My Parking Sign	MPS-567035	10/16/2020	582.25	582.25	11/13/2020	11/13/2020	26671
Total My Parking Sign:				1,143.55	1,143.55			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
NAPA Auto Parts								
4600	NAPA Auto Parts	595763	07/06/2020	64.99	64.99	11/13/2020	11/13/2020	26672
4600	NAPA Auto Parts	633171	10/08/2020	40.97	40.97	11/13/2020	11/13/2020	26672
4600	NAPA Auto Parts	634993	10/13/2020	43.70	43.70	11/13/2020	11/13/2020	26672
Total NAPA Auto Parts:				149.66	149.66			
Nates Flowers								
4630	Nates Flowers	265816	11/05/2020	60.00	60.00	11/13/2020	11/13/2020	26673
Total Nates Flowers:				60.00	60.00			
Norco, Inc								
4760	Norco, Inc	HF8253042380	10/13/2020	395.90	395.90	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HF8253049752	10/22/2020	133.83	133.83	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HF8253057475	10/31/2020	12.09	12.09	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO31325444	07/30/2020	111.82	111.82	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO313305130	10/26/2020	18.48	18.48	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO313305962	11/03/2020	136.21	136.21	11/13/2020	11/13/2020	26674
Total Norco, Inc:				584.69	584.69			
North Sales								
8040	North Sales	10292020	10/29/2020	910.00	910.00	11/13/2020	11/13/2020	26655
Total North Sales:				910.00	910.00			
One Call of Wyoming								
4880	One Call of Wyoming	57230	10/07/2020	64.50	64.50	11/13/2020	11/13/2020	26675
Total One Call of Wyoming:				64.50	64.50			
Powder River Armory, LLC								
5190	Powder River Armory, LLC	17990	10/28/2020	72.00	72.00	11/13/2020	11/13/2020	26676
Total Powder River Armory, LLC:				72.00	72.00			
R & R Rest Stops of Casper Inc								
5320	R & R Rest Stops of Casper Inc	52670	10/07/2020	170.00	170.00	11/13/2020	11/13/2020	26677
5320	R & R Rest Stops of Casper Inc	52671	10/07/2020	170.00	170.00	11/13/2020	11/13/2020	26677
5320	R & R Rest Stops of Casper Inc	52716	10/14/2020	140.00	140.00	11/13/2020	11/13/2020	26677
Total R & R Rest Stops of Casper Inc:				480.00	480.00			
Rick's Rocks								
8048	Rick's Rocks	10292020	10/29/2020	4,400.00	4,400.00	11/13/2020	11/13/2020	26678
Total Rick's Rocks:				4,400.00	4,400.00			
Rocky Mountain Drug Testing								
7495	Rocky Mountain Drug Testing	4173	11/03/2020	525.00	525.00	11/13/2020	11/13/2020	26679
Total Rocky Mountain Drug Testing:				525.00	525.00			
Sutherlands								
6050	Sutherlands	184487	10/09/2020	15.22	15.22	11/13/2020	11/13/2020	26680
6050	Sutherlands	184900	10/26/2020	45.98	45.98	11/13/2020	11/13/2020	26680

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Sutherlands:				61.20	61.20			
Trans Union Risk & Alternative								
7392	Trans Union Risk & Alternative	11012020	11/01/2020	50.00	50.00	11/13/2020	11/13/2020	26681
Total Trans Union Risk & Alternative:				50.00	50.00			
WatchGuard Video								
6730	WatchGuard Video	ACCINV00251	05/05/2020	200.00	200.00	11/13/2020	11/13/2020	26682
Total WatchGuard Video:				200.00	200.00			
Wyoming Financial Insurance, Inc								
7918	Wyoming Financial Insurance, Inc	16811	10/28/2020	1,003.00	1,003.00	11/13/2020	11/13/2020	26683
Total Wyoming Financial Insurance, Inc:				1,003.00	1,003.00			
Wyoming Machinery Co Inc								
7110	Wyoming Machinery Co Inc	00C954045	10/22/2020	37.81	37.81	11/13/2020	11/13/2020	26684
Total Wyoming Machinery Co Inc:				37.81	37.81			
Wyoming Water Quality & Pollution								
7638	Wyoming Water Quality & Pollution	2011-2395A	10/20/2020	220.00	220.00	11/13/2020	11/13/2020	26685
Total Wyoming Water Quality & Pollution:				220.00	220.00			
Grand Totals:				119,143.31	119,143.31			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
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Dated: _____

Mayor: _____

City Council: _____

City Council: _____

I Certify under penalty of perjury, that this voucher and items included therein for payment are correct and just in all respects

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

[Report].Vendor Number = {<>} {AND} 380 {AND} 4910 {AND} 790 {AND} 1310 {AND} 1340 {AND} 2080 {AND} 4200 {AND} 4210 {AND} 5470 {AND} 5480 {AND} 5950 {AND} 6480 {AND} 7040 {AND} 7280 {AND} 6450 {AND} 7170

[Report].Vendor Number = {OR} {IS NULL}

Report Criteria:

Report type: GL detail

Check.Type = {<-} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
1603						
10/26/2020	1603	Zoe Bunner	870.00	Bond Refund for Zoe Bunner	10-26150	870.00 M
Total 1603:						870.00
1604						
11/03/2020	1604	Theresa Frederick	10.00	Bond Refund for Theresa Frederick	10-26150	10.00 M
Total 1604:						10.00
1605						
11/10/2020	1605	Rollin Ware	760.00	Bond Refund for Rollin Ware	10-26150	760.00 M
Total 1605:						760.00
26579						
10/26/2020	26579	ALSCO, Inc	62.14	Cleaning of Rugs at Town Hall	10-45-260	62.14
Total 26579:						62.14
26580						
10/26/2020	26580	AMBI Mail & Marketing, Inc	85.40	Fed Ex Drugs to Crime Lab in Cheyenne	10-54-330	85.40
Total 26580:						85.40
26581						
10/26/2020	26581	Andreen Hunt, Inc	34,579.00	Hanley Acres grading	10-45-260	34,579.00
Total 26581:						34,579.00
26582						
10/26/2020	26582	B & B Rubber Stamp	24.95	New Remote Deposit Stamp for Town Hall	10-44-235	24.95
Total 26582:						24.95

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26583						
10/26/2020	26583	Casey Coates	275.00	Per Diem for Force Science Class Illinois 9/20-9/25/20	10-54-910	275.00
Total 26583:						275.00
26584						
10/26/2020	26584	Casper Area Transportation Coalit	16,785.59	Fixed Route Transportation Sept 20	10-45-280	16,785.59
Total 26584:						16,785.59
26585						
10/26/2020	26585	Casper Star Tribune Inc	329.85	Community Service Officer ad	10-44-620	329.85
10/26/2020	26585	Casper Star Tribune Inc	124.02	Sanitation worker ad	10-44-620	124.02
Total 26585:						453.87
26586						
10/26/2020	26586	City of Casper	2,628.00	Sept 20 Monthly Balefill Pass (146 x \$18)	10-49-970	2,628.00
10/26/2020	26586	City of Casper	4,384.95	Sept 20 PSCC Charges	10-54-500	4,384.95
10/26/2020	26586	City of Casper	750.21	Balefill	54-84-250	750.21
10/26/2020	26586	City of Casper	588.65	Balefill	54-84-250	588.65
10/26/2020	26586	City of Casper	467.67	Balefill	54-84-250	467.67
10/26/2020	26586	City of Casper	373.83	Balefill	54-84-250	373.83
10/26/2020	26586	City of Casper	420.24	Balefill	54-84-250	420.24
10/26/2020	26586	City of Casper	796.11	Balefill	54-84-250	796.11
10/26/2020	26586	City of Casper	514.08	Balefill	54-84-250	514.08
10/26/2020	26586	City of Casper	507.96	Balefill	54-84-250	507.96
10/26/2020	26586	City of Casper	271.83	Balefill	54-84-250	271.83
10/26/2020	26586	City of Casper	483.48	Balefill	54-84-250	483.48
10/26/2020	26586	City of Casper	465.63	Balefill	54-84-250	465.63
10/26/2020	26586	City of Casper	573.24	Balefill	54-84-250	573.24
10/26/2020	26586	City of Casper	419.22	Balefill	54-84-250	419.22
10/26/2020	26586	City of Casper	319.26	Balefill	54-84-250	319.26
10/26/2020	26586	City of Casper	405.96	Balefill	54-84-250	405.96
10/26/2020	26586	City of Casper	749.19	Balefill	54-84-250	749.19
Total 26586:						15,099.51

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26587						
10/26/2020	26587	Deluxe	121.99	Deposit slips for Court Bond Jonah	10-51-235	121.99
10/26/2020	26587	Deluxe	551.03	Checks and deposit slips for Operating Jonah	10-51-235	551.03
Total 26587:						673.02
26588						
10/26/2020	26588	Emily Trumbull	800.00	Grocery Store brochure	10-45-310	800.00
Total 26588:						800.00
26589						
10/26/2020	26589	Energy Laboratories Inc	88.00	Bacteria samples	52-82-720	88.00
Total 26589:						88.00
26590						
10/26/2020	26590	Homax	15.86	Fuel for FD	10-56-370	15.86
10/26/2020	26590	Homax	1,788.00	Fuel for PD	10-54-370	1,788.00
10/26/2020	26590	Homax	125.18	Fuel for CSO	10-53-370	125.18
10/26/2020	26590	Homax	440.09	Fuel for Fire	10-56-370	440.09
Total 26590:						2,369.13
26591						
10/26/2020	26591	Lenhart Mason & Associates LLC	6,250.00	audit prep work for FY 20	10-44-930	6,250.00
10/26/2020	26591	Lenhart Mason & Associates LLC	6,250.00	audit prep work for FY 20	10-46-930	6,250.00
Total 26591:						12,500.00
26592						
10/26/2020	26592	Mastercard	269.97	Ambulance Supplies	10-56-425	269.97
10/26/2020	26592	Mastercard	443.93	Ambulance Supplies	10-56-425	443.93
10/26/2020	26592	Mastercard	210.70	Lodging for K9 Recert Craig, CO 10/8-10/11/20 K.Acor	10-54-260	210.70
10/26/2020	26592	Mastercard	56.64	3v lithium photo batteries	10-54-235	56.64
10/26/2020	26592	Mastercard	65.50	Recordings	10-44-351	65.50
10/26/2020	26592	Mastercard	54.27	CSO Supplies	10-53-840	54.27
10/26/2020	26592	Mastercard	86.10	PD Supplies	10-54-235	86.10
10/26/2020	26592	Mastercard	51.78	Office supplies	10-44-235	51.78

M = Manual Check, V = Void Check

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
10/26/2020	26592	Mastercard	8.52	Mayor Picture	10-44-235	8.52
10/26/2020	26592	Mastercard	105.90	Supplies	10-56-310	105.90
10/26/2020	26592	Mastercard	291.56	Supplies for Halloween Event at FD	10-45-260	291.56
10/26/2020	26592	Mastercard	84.74	Distilled water and misc supplies for WTP	52-82-840	84.74
10/26/2020	26592	Mastercard	276.20	Janitor supplies	10-44-267	276.20
10/26/2020	26592	Mastercard	61.76	Candy for Halloween	10-45-310	61.76
Total 26592:						2,067.57
26593						
10/26/2020	26593	NAPA Auto Parts	21.99	coolant for E92	10-56-350	21.99
Total 26593:						21.99
26594						
10/26/2020	26594	Natrona County Sheriffs Office	12,152.16	House Inmates for Sept 2020	10-54-415	12,152.16
Total 26594:						12,152.16
26595						
10/26/2020	26595	Plumbing Masters LLC	6,250.00	Completion of plumbing upstairs FD	10-45-310	6,250.00
Total 26595:						6,250.00
26596						
10/26/2020	26596	PMCH	15,500.00	Internal Control and F66 reporting	10-44-861	15,500.00
Total 26596:						15,500.00
26597						
10/26/2020	26597	Rocky Mountain Information Netw	50.00	Membership Dues 7/20 - 6/21	10-54-270	50.00
Total 26597:						50.00
26598						
10/26/2020	26598	Sutherlands	13.98	Bug Killer	10-44-267	13.98
10/26/2020	26598	Sutherlands	7.99-	Return	10-44-267	7.99-

M = Manual Check, V = Void Check

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26598:						5.99
26599						
10/26/2020	26599	TheFireStore.com	56.98	Leather Helmet Shield M Elliott	10-56-855	56.98
Total 26599:						56.98
26600						
10/26/2020	26600	Treatment Technology	11,185.00	Drums of phosphate	52-82-840	11,185.00
Total 26600:						11,185.00
26601						
10/26/2020	26601	Wholesale Flooring & Blinds	4,492.52	Tile and install for upstairs FD	10-45-310	4,492.52
10/26/2020	26601	Wholesale Flooring & Blinds	13,914.70	Laminate flooring and install for upstairs FD	10-45-310	13,914.70
10/26/2020	26601	Wholesale Flooring & Blinds	58.48	Cleaner for floor upstairs FD	10-45-310	58.48
Total 26601:						18,465.70
26602						
10/26/2020	26602	WLC Engineering Inc	465.00	Grant writing	10-46-336	465.00
10/26/2020	26602	WLC Engineering Inc	1,121.00	GIS TECH III Labor	10-46-337	1,121.00
10/26/2020	26602	WLC Engineering Inc	4,031.25	Planning Scott Radden	10-57-499	4,031.25
10/26/2020	26602	WLC Engineering Inc	167.22	Tank 3 Waterline	10-45-992	167.22
10/26/2020	26602	WLC Engineering Inc	4,300.50	Engineer Expense	10-46-335	4,300.50
10/26/2020	26602	WLC Engineering Inc	1,297.50	Buffalo Meadows Addition	10-46-864	1,297.50
Total 26602:						11,382.47
26603						
10/26/2020	26603	Wyoming Financial Insurance, Inc	5,055.58	Property Insurance added items	10-44-890	5,055.58
Total 26603:						5,055.58
26604						
10/26/2020	26604	Wyoming Precast Products	17,525.00	Wall for Eagle Park	10-45-104	17,525.00

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26604:						17,525.00
26605						
10/26/2020	26605	Wyoming Financial Insurance, Inc	42,674.98	Medical Premiums	10-23700	42,674.98
10/26/2020	26605	Wyoming Financial Insurance, Inc	2,096.70	Dental Premiums	10-23700	2,096.70
10/26/2020	26605	Wyoming Financial Insurance, Inc	465.04	Vision Premiums	10-23700	465.04
10/26/2020	26605	Wyoming Financial Insurance, Inc	230.00	Life Insurance Premiums	10-23700	230.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	363.94	Aflac Premiums	10-25100	363.94
10/26/2020	26605	Wyoming Financial Insurance, Inc	54.36	Assurity Premiums	10-25300	54.36
10/26/2020	26605	Wyoming Financial Insurance, Inc	1,143.79	Washington National Premiums	10-26200	1,143.79
10/26/2020	26605	Wyoming Financial Insurance, Inc	4,116.00	HSA premiums	10-23700	4,116.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	425.00	Admin Fees	10-44-862	425.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	700.85	Medical Premiums	10-23700	700.85
10/26/2020	26605	Wyoming Financial Insurance, Inc	53.00	Dental Premiums	10-23700	53.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	7.40	Vision Premiums	10-23700	7.40
10/26/2020	26605	Wyoming Financial Insurance, Inc	4.60	Life Insurance Premiums	10-23700	4.60
10/26/2020	26605	Wyoming Financial Insurance, Inc	8.50	Admin Fees	10-44-862	8.50
Total 26605:						52,344.16
26606						
10/26/2020	26606	Stevie Thomas	164.87	Water Deposit Refund for Stevie Thomas	51-26150	164.87 M
Total 26606:						164.87
26607						
10/26/2020	26607	Verizon	1,896.33	Phone bill for Town	10-44-850	1,896.33 M
Total 26607:						1,896.33
26608						
10/26/2020	26608	Tom Corson	585.00	Hall Refund Due to COVID-19	10-36-430	585.00 M
Total 26608:						585.00
26609						
10/26/2020	26609	Iron Workers 27	150.00	Refund hall for COVID-19	10-36-420	150.00 M

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26609:						150.00
26610						
10/27/2020	26610	Thomas Wilson	250.00	Uniform Stipened for 2020	10-54-855	250.00 M
Total 26610:						250.00
26615						
11/02/2020	26615	Department of Workforce Services	5,623.19	Workers Compensation for Oct 2020	10-23800	5,623.19 M
Total 26615:						5,623.19
26616						
11/02/2020	26616	Tiffany Payne	1.16	Water Deposit Refund for Tiffany Payne	51-26150	1.16 M
Total 26616:						1.16
26619						
11/04/2020	26619	Century Link	158.15	Bill for Water Treatment Plant	10-46-983	158.15
11/04/2020	26619	Century Link	78.49	Phone bill for Services Police Dispatch	10-44-983	78.49
Total 26619:						236.64
26620						
11/04/2020	26620	Verizon	138.66	Machine to Machine fire department	10-44-850	138.66 M
Total 26620:						138.66
26621						
11/04/2020	26621	Charter Communications	447.06	Control Account	10-44-982	447.06 M
Total 26621:						447.06
26622						
11/04/2020	26622	Jeff Dickirson	46.60	Water Deposit Refund for Jeff Dickirson	51-26150	46.60 M
Total 26622:						46.60

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26623						
11/04/2020	26623	Rocky Mountain Power	66.86	6699 Poison Spider Lane Utility	10-46-941	66.86 M
Total 26623:						66.86
26624						
11/04/2020	26624	Rocky Mountain Power	4,995.94	Utilities for Town	10-44-941	4,995.94
11/04/2020	26624	Rocky Mountain Power	2,576.28	Utilities for Enterprise Accounts	10-46-941	2,576.28
11/04/2020	26624	Rocky Mountain Power	6,476.76	215 Northwestern	52-82-976	6,476.76
Total 26624:						14,048.98
26625						
11/09/2020	26625	Wyoming Door Service	8,800.00	Down Payment for Doors at Public Works	10-45-260	8,800.00 M
Total 26625:						8,800.00
26626						
11/09/2020	26626	Rocky Mountain Power	244.61	300 Wasatch Utility	10-44-941	244.61 M
Total 26626:						244.61
26635						
11/10/2020	26635	Black Hills Energy	1,110.71	Utilities for Town	10-44-940	1,110.71
11/10/2020	26635	Black Hills Energy	1,135.76	Town Utilities for Enterprise	10-46-940	1,135.76
Total 26635:						2,246.47
26636						
11/10/2020	26636	Environmental Civil Solutions	15,731.08	Buffalo Meadows Replating	10-46-864	15,731.08
11/10/2020	26636	Environmental Civil Solutions	30,809.27	Buffalo Meadows Engineering	10-46-864	30,809.27
Total 26636:						46,540.35
26637						
11/13/2020	26637	307 Construction, LLC	12,380.00	Doors and baseboard upstairs FD	10-45-310	12,380.00
Total 26637:						12,380.00

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26638						
11/13/2020	26638	AC Electrical Service	397.64	Electric at Eagle Park	10-45-260	397.64
Total 26638:						397.64
26639						
11/13/2020	26639	Action Glass, Inc	587.56	Mirrors for upstairs bathrooms at Fire Dept	10-45-310	587.56
Total 26639:						587.56
26640						
11/13/2020	26640	Advance Casper	4,166.66	Sustainable Strategies Consulting Fee FY 21	10-45-310	4,166.66
Total 26640:						4,166.66
26641						
11/13/2020	26641	Advanced Medical Imaging Consu	41.00	Physical for J Bolstad	10-56-210	41.00
Total 26641:						41.00
26642						
11/13/2020	26642	Alpine Motorsports	19.11	Starter Rope for weed eaters	10-70-950	19.11
Total 26642:						19.11
26643						
11/13/2020	26643	ALSCO, Inc	132.61	Rugs at PD	10-45-260	132.61
Total 26643:						132.61
26644						
11/13/2020	26644	Amazon Capital Services, Inc	108.90	Disposable face masks - PD	10-54-310	108.90
11/13/2020	26644	Amazon Capital Services, Inc	45.59	Monitor stands for community development	10-44-235	45.59
11/13/2020	26644	Amazon Capital Services, Inc	141.35	Books for Library	10-45-268	141.35
Total 26644:						295.84
26645						
11/13/2020	26645	Atlas Office Products, Inc	51.98	Calendars	52-82-235	51.98

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
11/13/2020	26645	Atlas Office Products, Inc	13.49	Calendars	52-82-235	13.49
11/13/2020	26645	Atlas Office Products, Inc	107.55	Work Orders	10-46-235	107.55
11/13/2020	26645	Atlas Office Products, Inc	131.45	Work orders	10-46-235	131.45
11/13/2020	26645	Atlas Office Products, Inc	144.51	Calendars and office supplies	10-54-235	144.51
Total 26645:						448.98
26646						
11/13/2020	26646	Big Horn Tire, Inc	234.96	Replace tire on Dykhuizen unit	10-54-900	234.96
Total 26646:						234.96
26647						
11/13/2020	26647	Caselle, Inc	1,054.00	Caselle Support and Maintenance for Dec 2020	10-44-725	1,054.00
11/13/2020	26647	Caselle, Inc	1,054.00	Caselle Support and Maintenance for Dec 2020	10-46-725	1,054.00
Total 26647:						2,108.00
26648						
11/13/2020	26648	Casper Star Tribune Inc	50.15	Job Ad for CSO	10-44-620	50.15
11/13/2020	26648	Casper Star Tribune Inc	255.98	Job Ad for Sanitation worker	10-44-620	255.98
11/13/2020	26648	Casper Star Tribune Inc	380.00	Job Ad for Financial Officer	10-44-620	380.00
11/13/2020	26648	Casper Star Tribune Inc	136.66	Ad for Public Works Side Loader	10-44-620	136.66
Total 26648:						822.79
26649						
11/13/2020	26649	City of Casper	22,688.09	201 Sewer	53-83-620	22,688.09
11/13/2020	26649	City of Casper	454.92	Balefill	54-84-250	454.92
11/13/2020	26649	City of Casper	465.63	Balefill	54-84-250	465.63
11/13/2020	26649	City of Casper	283.05	Balefill	54-84-250	283.05
11/13/2020	26649	City of Casper	565.59	Balefill	54-84-250	565.59
11/13/2020	26649	City of Casper	674.73	Balefill	54-84-250	674.73
11/13/2020	26649	City of Casper	400.86	Balefill	54-84-250	400.86
11/13/2020	26649	City of Casper	456.45	Balefill	54-84-250	456.45
11/13/2020	26649	City of Casper	260.10	Balefill	54-84-250	260.10
11/13/2020	26649	City of Casper	529.38	Balefill	54-84-250	529.38
11/13/2020	26649	City of Casper	873.63	Balefill	54-84-250	873.63
11/13/2020	26649	City of Casper	865.43	GIO 3rd QTR 2020	10-57-550	865.43

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26849:						<u>28,517.86</u>
26650						
11/13/2020	26650	Collins Communications, Inc	275.00	ITS Customer Care Contract	10-55-860	<u>275.00</u>
Total 26650:						<u>275.00</u>
26651						
11/13/2020	26651	Communication Technologies Inc	6,487.75	Alert and speaker system for upstaris FD	10-45-310	<u>6,487.75</u>
Total 26651:						<u>6,487.75</u>
26652						
11/13/2020	26652	Computer Professionals Unlimited	180.00	Replacement batteries and power adapter for laptops	10-45-390	180.00
11/13/2020	26652	Computer Professionals Unlimited	2,538.97	Enterprise NVR for security cameras and storage for N	10-45-875	2,538.97
11/13/2020	26652	Computer Professionals Unlimited	2,834.00	2 Think Pad computers for new PD and CSO vehicles	10-45-350	2,834.00
11/13/2020	26652	Computer Professionals Unlimited	1,381.00	Dome cameras for inside PD, displays for PW and PD	10-55-310	1,381.00
11/13/2020	26652	Computer Professionals Unlimited	78.00	Replacement keyboard and mouse for TH front counter	10-45-390	<u>78.00</u>
Total 26652:						<u>7,011.97</u>
26653						
11/13/2020	26653	CPS Distributors Inc	80.20	Backflow for Animal Control building	10-64-260	<u>80.20</u>
Total 26653:						<u>80.20</u>
26654						
11/13/2020	26654	Dana Kepner Company Inc	150.68	Curbstop box and repair coupler	51-81-840	<u>150.68</u>
Total 26654:						<u>150.68</u>
26655						
11/13/2020	26655	Dave North	910.00	Supressor and brake/flash hider adapter	10-54-220	<u>910.00</u>
Total 26655:						<u>910.00</u>
26656						
11/13/2020	26656	Dave North	61.56	Reimbursement for condiments for halloween event	10-45-310	<u>61.56</u>

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26656:						61.56
26657						
11/13/2020	26657	EAC Submissions	59.40	Ambulance Billing 04/01/20 to 09/30/20	10-56-720	59.40
Total 26657:						59.40
26658						
11/13/2020	26658	Emergency Medical Direction & C	375.00	Medical Director October 2020	10-56-730	375.00
Total 26658:						375.00
26659						
11/13/2020	26659	Ferguson Enterprises LLC	19.36	Pipe Fittings leak repair Kilmer Park	10-70-840	19.36
11/13/2020	26659	Ferguson Enterprises LLC	35.64	1 1/2 valve	10-70-840	35.64
Total 26659:						55.00
26660						
11/13/2020	26660	Ferguson Waterworks #1701	4,868.64	Meter radios	51-81-430	4,868.64
11/13/2020	26660	Ferguson Waterworks #1701	4,388.80-	Returned wrong radios	51-81-430	4,388.80-
Total 26660:						479.84
26661						
11/13/2020	26661	Gudahl Williams Investigative Sec	1,000.00	Preemployment background for Siebke and Hovelsrud	10-44-981	1,000.00
Total 26661:						1,000.00
26662						
11/13/2020	26662	Homax	273.15	Fuel for Fire	10-56-370	273.15
11/13/2020	26662	Homax	186.44	Fuel for Building	10-57-370	186.44
11/13/2020	26662	Homax	85.53	Fuel for WTP	52-82-370	85.53
Total 26662:						545.12
26663						
11/13/2020	26663	Huber Plumbing	1,003.54	Fire suppression connection	10-45-310	1,003.54

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26663:						1,003.54
26664						
11/13/2020	26664	Instrument Electric Service	120.00	Well timers	52-82-810	120.00
Total 26664:						120.00
26665						
11/13/2020	26665	Integrity Auto Body, LLC	1,440.95	Fix Town Admin truck from accident	10-45-310	1,440.95
Total 26665:						1,440.95
26666						
11/13/2020	26666	J & G Landscaping, Inc	34,998.00	Landscaping for Eagle Park	10-45-104	34,998.00
Total 26666:						34,998.00
26667						
11/13/2020	26667	JDC Investigations, LLC	530.00	Background investigation on new CSO Foertsch	10-54-980	530.00
Total 26667:						530.00
26668						
11/13/2020	26668	Leeward Tree Farm, LLC	445.00	Tree at library	10-45-260	445.00
Total 26668:						445.00
26669						
11/13/2020	26669	Lithia Motors Support Services	666.76	Repair HVAC - stuck on vent position in Unit #5	10-54-950	666.76
Total 26669:						666.76
26670						
11/13/2020	26670	Mastercard	82.44	Mouthpieces for intox tests	10-54-350	82.44
11/13/2020	26670	Mastercard	239.80	Hotel for C Steiner NIBRS training Cheyenne 10/26-10	10-54-910	239.80
11/13/2020	26670	Mastercard	372.29	Christmas cards	10-45-310	372.29
11/13/2020	26670	Mastercard	1,098.00	Bullett proof vest S Meyer	10-54-225	1,098.00
11/13/2020	26670	Mastercard	28.86	Fuel for C Steiner training Cheyenne 10/26-10/28/2020	10-54-910	28.86

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
11/13/2020	26670	Mastercard	23.24	Fuel for C Steiner training Cheyenne 10/26-10/28/2020	10-54-910	23.24
11/13/2020	26670	Mastercard	60.94	Medical supplies	10-56-425	60.94
11/13/2020	26670	Mastercard	157.90	Medical Supplies	10-56-425	157.90
11/13/2020	26670	Mastercard	30.79	Medical Supplies	10-56-425	30.79
11/13/2020	26670	Mastercard	39.20	Frames	10-44-235	39.20
11/13/2020	26670	Mastercard	31.26	Candy for Halloween event at FD	10-45-310	31.26
11/13/2020	26670	Mastercard	3.31	Napkins for hot dogs for Halloween event at FD	10-45-310	3.31
11/13/2020	26670	Mastercard	83.50	Recordings	10-44-351	83.50
11/13/2020	26670	Mastercard	10.00	Water for Judge	10-54-235	10.00
11/13/2020	26670	Mastercard	153.26	Measuring wheel and pink marking paint	10-54-350	153.26
11/13/2020	26670	Mastercard	520.00	Microsoft O365 E1	10-55-865	520.00
11/13/2020	26670	Mastercard	40.00	Microsoft O365 E3	10-55-865	40.00
11/13/2020	26670	Mastercard	15.74	Zoom monthly subscription	10-45-995	15.74
11/13/2020	26670	Mastercard	252.59	Additional hotel charge for K Acord for training in Craig,	10-54-260	252.59
Total 26670:						3,243.12
26671						
11/13/2020	26671	My Parking Sign	561.30	Dead End and No Parking signs	10-61-840	561.30
11/13/2020	26671	My Parking Sign	582.25	Timberman signs	10-61-840	582.25
Total 26671:						1,143.55
26672						
11/13/2020	26672	NAPA Auto Parts	64.99	Inverter for vehicle	10-45-390	64.99
11/13/2020	26672	NAPA Auto Parts	40.97	Winter additive	10-81-950	40.97
11/13/2020	26672	NAPA Auto Parts	43.70	Tailgate handle ford ranger	10-61-950	43.70
Total 26672:						149.66
26673						
11/13/2020	26673	Nates Flowers	60.00	Flowers Death in Family N Holbrook	10-45-310	60.00
Total 26673:						60.00
26674						
11/13/2020	26674	Norco, Inc	395.90	Nitrile gloves	10-56-425	395.90
11/13/2020	26674	Norco, Inc	133.83	Nitrile gloves	10-56-425	133.83
11/13/2020	26674	Norco, Inc	12.09	cylinder rental	10-56-425	12.09

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11/13/2020	26674	Norco, Inc	111.82-	Credit memo - overpayment on ck 25444	10-64-840	111.82-
11/13/2020	26674	Norco, Inc	18.48	Janitor supplies	10-44-267	18.48
11/13/2020	26674	Norco, Inc	136.21	Janitor supplies	10-44-267	136.21
Total 26674:						584.69
26675						
11/13/2020	26675	One Call of Wyoming	64.50	86 Tickets for Sept 2020	51-81-620	64.50
Total 26675:						64.50
26676						
11/13/2020	26676	Powder River Armory, LLC	72.00	Magpul window	10-54-220	72.00
Total 26676:						72.00
26677						
11/13/2020	26677	R & R Rest Stops of Casper Inc	170.00	Portable Restroom Sunny Acres Park	10-70-690	170.00
11/13/2020	26677	R & R Rest Stops of Casper Inc	170.00	Portable Restroom Noreen Kilmer Park	10-70-690	170.00
11/13/2020	26677	R & R Rest Stops of Casper Inc	140.00	Portable Restroom Freden Park	10-70-690	140.00
Total 26677:						480.00
26678						
11/13/2020	26678	Rick's Rocks	4,400.00	Name plates for Eagle Park	10-45-260	4,400.00
Total 26678:						4,400.00
26679						
11/13/2020	26679	Rocky Mountain Drug Testing	525.00	Random Drug Testing	10-44-352	525.00
Total 26679:						525.00
26680						
11/13/2020	26680	Sutherlands	15.22	Fittings and conduit for electrical repair at Eagle Park	10-64-840	15.22
11/13/2020	26680	Sutherlands	45.98	Snow shovels	10-64-840	45.98
Total 26680:						61.20

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26681						
11/13/2020	26681	Trans Union Risk & Alternative	50.00	digital investigate subscription	10-54-330	50.00
Total 26681:						50.00
26682						
11/13/2020	26682	WatchGuard Video	200.00	Wireless kit for in car radio system Unit #10	10-45-350	200.00
Total 26682:						200.00
26683						
11/13/2020	26683	Wyoming Financial Insurance, Inc	1,003.00	Endorsement of tank to property insurance policy	10-45-890	1,003.00
Total 26683:						1,003.00
26684						
11/13/2020	26684	Wyoming Machinery Co Inc	37.81	Regulator and gasket	54-84-950	37.81
Total 26684:						37.81
26685						
11/13/2020	26685	Wyoming Water Quality & Pollutio	220.00	2020 Conference M Coleman	51-81-910	220.00
Total 26685:						220.00
Grand Totals:						438,128.30

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	119.81	383,238.16-	383,118.35-
10-23700	50,348.57	.00	50,348.57
10-23800	5,623.19	.00	5,623.19
10-25100	363.94	.00	363.94
10-25200	1,143.79	.00	1,143.79
10-25300	54.36	.00	54.36

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GL Account	Debit	Credit	Proof
10-26150	1,640.00	.00	1,640.00
10-36-420	150.00	.00	150.00
10-36-430	585.00	.00	585.00
10-44-235	170.04	.00	170.04
10-44-267	444.87	7.99-	436.88
10-44-351	149.00	.00	149.00
10-44-352	525.00	.00	525.00
10-44-620	1,276.66	.00	1,276.66
10-44-725	1,054.00	.00	1,054.00
10-44-850	2,034.99	.00	2,034.99
10-44-861	15,500.00	.00	15,500.00
10-44-862	433.50	.00	433.50
10-44-890	5,055.58	.00	5,055.58
10-44-930	6,250.00	.00	6,250.00
10-44-940	1,110.71	.00	1,110.71
10-44-941	5,240.55	.00	5,240.55
10-44-981	1,000.00	.00	1,000.00
10-44-982	447.06	.00	447.06
10-44-983	78.49	.00	78.49
10-45-104	52,523.00	.00	52,523.00
10-45-260	49,107.95	.00	49,107.95
10-45-268	141.35	.00	141.35
10-45-280	16,785.59	.00	16,785.59
10-45-310	52,172.34	.00	52,172.34
10-45-350	3,034.00	.00	3,034.00
10-45-390	322.99	.00	322.99
10-45-875	2,538.97	.00	2,538.97
10-45-890	1,003.00	.00	1,003.00
10-45-992	167.22	.00	167.22
10-45-995	15.74	.00	15.74
10-46-235	239.00	.00	239.00
10-46-335	4,300.50	.00	4,300.50
10-46-336	465.00	.00	465.00
10-46-337	1,121.00	.00	1,121.00
10-46-725	1,054.00	.00	1,054.00
10-46-864	47,837.85	.00	47,837.85
10-46-930	6,250.00	.00	6,250.00
10-46-940	1,135.76	.00	1,135.76
10-46-941	2,643.14	.00	2,643.14
10-46-983	158.15	.00	158.15

M = Manual Check, V = Void Check

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

Page: 18
 Nov 13, 2020 07:44AM

GL Account	Debit	Credit	Proof
10-49-970	2,628.00	.00	2,628.00
10-51-235	673.02	.00	673.02
10-53-370	125.18	.00	125.18
10-53-840	54.27	.00	54.27
10-54-220	982.00	.00	982.00
10-54-225	1,098.00	.00	1,098.00
10-54-235	297.25	.00	297.25
10-54-260	463.29	.00	463.29
10-54-270	50.00	.00	50.00
10-54-310	108.90	.00	108.90
10-54-330	135.40	.00	135.40
10-54-350	235.70	.00	235.70
10-54-370	1,788.00	.00	1,788.00
10-54-415	12,152.16	.00	12,152.16
10-54-500	4,384.95	.00	4,384.95
10-54-855	250.00	.00	250.00
10-54-900	234.96	.00	234.96
10-54-910	566.90	.00	566.90
10-54-950	666.76	.00	666.76
10-54-980	530.00	.00	530.00
10-55-310	1,381.00	.00	1,381.00
10-55-860	275.00	.00	275.00
10-55-865	560.00	.00	560.00
10-56-210	41.00	.00	41.00
10-56-310	105.90	.00	105.90
10-56-350	21.99	.00	21.99
10-56-370	729.10	.00	729.10
10-56-425	1,505.35	.00	1,505.35
10-56-720	59.40	.00	59.40
10-56-730	375.00	.00	375.00
10-56-855	56.98	.00	56.98
10-57-370	186.44	.00	186.44
10-57-499	4,031.25	.00	4,031.25
10-57-550	865.43	.00	865.43
10-61-840	1,143.55	.00	1,143.55
10-61-950	84.67	.00	84.67
10-64-260	80.20	.00	80.20
10-64-840	61.20	111.82-	50.62-
10-70-690	480.00	.00	480.00
10-70-840	55.00	.00	55.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-70-950	19.11	.00	19.11
51-21100	4,388.80	5,516.45-	1,127.65-
51-26150	212.63	.00	212.63
51-81-430	4,868.64	4,388.80-	479.84
51-81-620	64.50	.00	64.50
51-81-840	150.68	.00	150.68
51-81-910	220.00	.00	220.00
52-21100	.00	18,105.50-	18,105.50-
52-82-235	65.47	.00	65.47
52-82-370	85.53	.00	85.53
52-82-720	88.00	.00	88.00
52-82-810	120.00	.00	120.00
52-82-840	11,269.74	.00	11,269.74
52-82-976	6,476.76	.00	6,476.76
53-21100	.00	22,688.09-	22,688.09-
53-83-620	22,688.09	.00	22,688.09
54-21100	.00	13,088.71-	13,088.71-
54-84-250	13,050.90	.00	13,050.90
54-84-950	37.81	.00	37.81
Grand Totals:	<u>447,145.52</u>	<u>447,145.52-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<-} "Adjustment"



September 2020 Account Balances

Repo	\$451,398.66
Water Deposit	\$75,800.62
Ambulance	\$500.00
Municipal Court	\$24,316.13
Court Bond	\$4,259.03
Police - FIB	\$542.02
Police - Jonah	\$1,268.23
Steel Eagle	\$500.01
WGIF Water Reserve	\$115,966.79
WGIF Sewer Reserve	\$135,730.70
WGIF Sanitation Reserve	\$217,653.60
WGIF General Fund Reserve	\$446,108.10
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,866.00
WGIF Sewer Tap Reserve	\$97,431.94
WGIF Police Reserve	\$23,745.37
WGIF Parks Reserve	\$670.84
WGIF FD Trust Fund	\$153,018.83
WGIF #146 Radio Read Fund	\$21,032.37
Totals	\$1,802,809.24



Town Treasurer, Christina Pope

Mayor, Seth Coleman



October 2020 Account Balances

FIB Repo - CLOSED	\$0.00
FIB Sweep	\$41,092.43
Jonah Operating	\$317,615.08
Jonah Water Deposit	\$75,800.00
FIB Water Deposit - CLOSED	\$0.00
FIB Ambulance	\$2,085.20
Jonah Municipal Court	\$13,003.05
FIB Municipal Court	\$1,067.10
Jonah Court Bond	\$6,370.00
FIB Court Bond - CLOSED	\$0.00
Jonah Police	\$775.50
FIB Police - CLOSED	\$0.00
Jonah Steel Eagle	\$500.01
FIB Steel Eagle - CLOSED	\$0.00
WGIF Water Reserve	\$119,569.27
WGIF Sewer Reserve	\$139,357.23
WGIF Sanitation Reserve	\$222,462.77
WGIF General Fund Reserve	446.123.68
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,867.15
WGIF Sewer Tap Reserve	\$98,951.37
WGIF Police Reserve	\$24,906.24
WGIF Parks Reserve	\$670.86
WGIF FD Trust Fund	\$103,669.67
WGIF #146 Radio Read Fund	\$21,033.10
Totals	\$1,221,796.03

Christina Pope

Town Treasurer, Christina Pope

Mayor, Seth Coleman

COURT INCOME REPORT

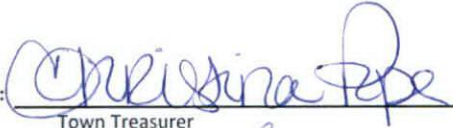
August 2020


	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees/ Interest	TOTAL
Sales Activity	8/3-8/7	\$4,781.00	\$1,882.00	\$440.00	\$200.00			\$151.90	\$2,987.10
Court Report		\$4,781.00	\$1,882.00	\$440.00	\$200.00			\$151.90	\$2,987.10
								Difference	\$0.00
Sales Activity	8/10-8/14	\$2,704.00	\$566.00					-\$0.46	\$2,138.46
Court Report		\$2,704.00	\$566.00					-\$0.46	\$2,138.46
								Difference	\$0.00
Sales Activity	8/17-8/21	\$3,495.00	\$220.00	\$260.00					\$3,535.00
Court Report		\$3,495.00	\$220.00	\$260.00					\$3,535.00
								Difference	\$0.00
Sales Activity	8/24-8/28	\$3,227.00	\$170.00	\$1,042.00					\$4,099.00
Court Report		\$3,227.00	\$170.00	\$1,042.00					\$4,099.00
								Difference	\$0.00
Sales Activity	8/31	\$3,420.00	\$1,190.00	\$330.00					\$2,560.00
Court Report		\$3,420.00	\$1,190.00	\$330.00					\$2,560.00
								Difference	\$0.00

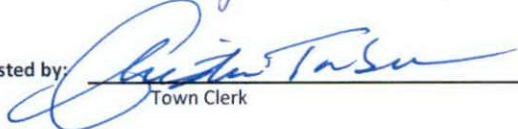
Sales Activity Month Total	\$15,319.56
Court Report Month Total	\$15,319.56
Difference	\$0.00
Court Proceedings Check	\$15,319.56

Division of Victim Services Checks

Randy Overman, Jodi Ramsour

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

COURT INCOME REPORT

September 2020

Item # 5.

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/1-9/4	\$1,909.00		\$570.00				\$78.38	\$2,400.62
Court Report		\$1,909.00		\$570.00				\$78.38	\$2,400.62
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/7-9/11	\$3,218.00	\$644.00						\$2,574.00
Court Report		\$3,218.00	\$644.00						\$2,574.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/14-9/18	\$1,911.00	\$435.00						\$1,476.00
Court Report		\$1,911.00	\$435.00						\$1,476.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/21-9/25	\$2,190.00							\$2,190.00
Court Report		\$2,190.00							\$2,190.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/28-9/30	\$3,687.00	\$1,280.00						\$2,407.00
Court Report		\$3,687.00	\$1,280.00						\$2,407.00
								Difference	\$0.00

Sales Activity Month Total	\$11,047.62
Proceedings Report Month Total	\$11,047.62
Difference	\$0.00
Court Proceedings Check	\$11,047.62

Division of Victim Services Checks

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

COURT INCOME REPORT

October 2020

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	10/1-10/2	\$2,061.00						\$79.74	\$1,981.26
Court Report		\$2,061.00						\$79.74	\$1,981.26
								Difference	\$0.00
Sales Activity	10/5-10/9	\$4,526.00	\$980.00	\$185.00					\$3,731.00
Court Report		\$4,526.00	\$980.00	\$185.00					\$3,731.00
								Difference	\$0.00
Sales Activity	10/12-10/16	\$3,712.00		\$320.00	\$500.00				\$3,532.00
Court Report		\$3,712.00		\$320.00	\$500.00				\$3,532.00
								Difference	\$0.00
Sales Activity	10/19-10/23	\$2,512.00	\$400.00	\$520.00					\$2,632.00
Court Report		\$2,512.00	\$400.00	\$520.00					\$2,632.00
								Difference	\$0.00
Sales Activity	10/26-10/30	\$8,645.00	\$3,520.00	\$210.00					\$5,335.00
Court Report		\$8,645.00	\$3,520.00	\$210.00					\$5,335.00
								Difference	\$0.00

Sales Activity Month Total	\$17,211.26
Proceedings Report Month Total	\$17,211.26
Difference	\$0.00
Court Proceedings Check	\$17,211.26

Division of Victim Services Checks

Robert Mark
Chole Haag
Korey Downing
Adam Lopez
Justin Becker

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

RESOLUTION 2020-47

TOWN OF MILLS

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

WHEREAS, the Town of Mills has designated the banking institutions below for the fiscal year beginning July 1st , 2020 and ending June 30th , 2021, and

WHEREAS, the Town of Mills desires to continue to use the below 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 July 1st, 2020 and ending June 30th, 2021.

FIRST INTERSTATE BANK

Wyoming Government Investment Fund

Jonah Bank

First State Bank, Division of Glacier Bank

Hilltop National 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.2020-48

EMERGENCY RESOLUTION IMPLIMENTING A TOWN OF MILLS EMERGENCY COVID 19 POLICY

WHEREAS, The COVID 19 Virus (SARS-CoV-2) has caused a global pandemic which is impacting Wyoming; and

WHEREAS, Various agencies and departments of the United States, the State of Wyoming and Natrona County, Wyoming have regarded and threatred the pandemic as an emergency, and the Town of Mills finds that a genuine public health emergency exists which requires immediate action; and

WHEREAS, The Town Council of the Town of Mills, acting pursuant to its statutory authority and procedures, noticed an Emergency Town Council Meeting to address the topic of promulgating emergency policies and procedures to address the public health emergency posed by the pandemic and COVID 19; and

WHEREAS, The infection rate of COVID 19 and the spread of COVID 19 have reached an all time high for the State of Wyoming and, more particularly, Natrona County, Wyoming, with those infection rates exceeding the rates that existed at the time of the State's most stringent orders earlier in 2020; and

WHEREAS, the State of Wyoming is urging communities to take proactive steps to protect the health and safety of their residents; and

WHEREAS, Natrona County has imposed certain requirements for those working or entering Natrona County's facilities; and

WHEREAS, the Town of Mills has an obligation to its employees and residents to be mindful of the public health risks present during the current period and take proactive steps to attempt to protect the health and safety of both its employees and members of the public; and

WHEREAS, the Town of Mills desires to provide clarity to its employees and departments on policies and procedures to address the pandemic and to address instances of COVID 19 infections among its employees and COVID 19 contact among its employees; and

WHEREAS, the current situation is developing in an extremely rapid manner which constitutes an emergency and which further demands rapid action

NOW, THEREFORE, the Town of Mills hereby issues and implements those policies set forth in the attached Town of Mills Emergency COVID 19 Policy, with the same to go into effect and to be implemented immediately.

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

A RESOLUTION APPROVING A SPECIAL REVIEW PERMIT TO ALLOW MOTOR VEHICLE SALES WITHIN AN ESTABLISHED BUSINESS (E-B) ZONING DISTRICT ON LOT 4, BLOCK 13, MOUNTAIN VIEW SUBURB, TOWN OF MILLS.

WHEREAS, the Town of Mills is a municipal corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Mills received an application for a Special Review permit to allow motor vehicle sales within an Established Business (E-B) Zoning District on Lot 4, Block 13, Mountain View Suburb, Town of Mills (Owner/Applicant: Hayley Tennant); and

WHEREAS, notice of the public hearing was published in the Casper Star- Tribune on 1 November 2020, at least ten (10) days prior the hearing, as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Applicant sent notification of the proposed petition to property owners within 140' of the property as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Applicant, completed an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed, as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Town Staff have verified completeness of the application, affidavit of mailing, owners within 140 feet, and narrative provided by the Applicant; and

WHEREAS, the Standards of Review, as described in Section 17.16.010 (C) (1-7) of the Mills Zoning Ordinance, were considered in the approval of the Special Review Permit; and

THEREFORE, BE IT RESOLVED, the Town Council of the Town of Mills, Wyoming, approves the Special Review Permit to allow motor vehicle sales within an Established Business (E-B) Zoning District on Lot 4, Block 13, Mountain View Suburb, Town of Mills, subject to the following conditions:

1. Outstanding violations, filing procedures, time limitations/expiration, transfers, modifications and revocation, suspension or modification by Council as described in Section 17.16.010 (E)- (J) applies to the Permit.
2. The Special Use Permit runs with the land and succeeds to the benefit of subsequent owners, subject to the terms and conditions of the Permit.

PASSED, APPROVED, AND ADOPTED this 17th Day of November 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

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. 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

Chapters:

CHAPTER 2.04
TOWN COUNCIL

2.04.010 - Organization.

(a) The municipal officers of the Town shall consist of a Mayor and four councilmen, who shall be a body corporate and politic, and shall constitute the governing body of the Town.

(b) Everywhere in the Town ordinances for the Town of Mills, the use of the word “Town” or “city” shall be deemed to have the same meaning, and shall refer to the municipality.

2.04.020 - Mayor.

The Mayor shall preside at meetings of the governing body and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by the Constitution of the state of Wyoming, statutes, or the provisions of this code. He shall be recognized as the head of the Town government for all ceremonial purposes, by the courts for serving civil processes and by the government for the purposes of military law. The Mayor shall be the manager of the Departments and their personnel and may do so through such designees as he may appoint.

2.04.030 - Election of president.

At the first meeting of the official year following the election, the governing body shall elect from its membership a president of the council, who shall conduct the meetings in the absence of the Mayor, and perform such other duties as shall be conferred and imposed upon him by ordinance or statute in the event the Mayor is rendered unable to act by reason of absence or disability. The president of council shall, in that capacity, be authorized to sign official documents for the Town and checks, in the absence of the Mayor.

The president of the council shall also serve as the Mayor pro tem.

2.04.040 - Powers and duties—Generally.

The corporate authority of the Town shall be vested in the council, as the governing body of the Town. The governing body shall have and shall exercise the powers, privileges and duties granted and conferred by statute.

2.04.050 - Power to make regulations, ordinances, and resolutions.

The governing body shall have the power to make and publish ordinances, resolutions, and regulations not inconsistent with the laws of the state for carrying into effect or discharging the

powers and duties conferred by statute; and to enforce obedience to such ordinances by municipal court fines not exceeding seven hundred fifty dollars (\$750.00), and where appropriate and provided by Ordinance, levy and enforce such civil penalties as provided by ordinance or statute

2.04.060 - Appointment of city officials.

(a) The Mayor shall appoint a city administrator, city clerk, city treasure, clerk of court, city judge, chief of police, fire chief, city engineer, city attorney, community development director, building official, and public works director and fix their salaries or compensation. The Mayor shall also appoint members of the Planning and Zoning Board, and all members of all other boards and committees created in code. The Town Council shall vote to confirm or reject any said appointment, with a majority of the Town Council being required in order to approve the appointment. The salary or compensation may be changed from year to year and these appointed officials may be discharged and their employment terminated at any time at the discretion of the Mayor provided, however, that no such termination may occur within the first thirteen (13) months of the term of a new Mayor who did not serve in the prior term without the permission of the Town Council.

(b) All other Town positions shall be made by the Mayor or his designee. Said positions may be terminated at any time at the discretion of the Mayor or his designee, after the 13th month of his first term. The Mayor may consult the Governing Body on personal matter when he deems prudent or necessary.

2.04.070 - Power to make laws relating to health and welfare.

In addition to all other powers, the governing body may make any provisions or regulations not in conflict with state law and deemed necessary for the health, safety, or welfare of the Town.

2.04.080 - Filling vacancies in position of councilperson.

(a) A vacancy exists in the office of councilperson in the event of removal from the Town, conviction of a felony, or any other reason specified in Wyoming Statutes 1977, as amended, Section 22-18-101.

(b) If a vacancy occurs, the Town council shall appoint an eligible person to the office who shall serve until his successor is elected at the next general municipal election and qualified.

(c) The procedure for appointment to fill a vacancy in the office of councilperson shall include:

- (i) Application in writing to the Town clerk on a form prepared by the Town clerk;
- (ii) Interviews of applicants, conducted by the Town council in executive session, at a regular meeting of the Town council or at a special meeting of the Town council following notice as required by law;

- (iii) Appointment by motion and vote of the Town council at a regular meeting of the Town council or at a special meeting of the Town council following notice as required by law.

(d) The procedure for appointment to fill a vacancy in the office of councilperson may include consideration and deliberation of the appointment in executive session, if approved by a majority of the members of the Town council present.

2.04.070 Conduct of Members of the Governing Body

Members of the Town Council shall all times conduct themselves with the decorum required of the office. No member shall disparage the Council or individual Councilpersons at any time. Members of the Council shall:

(a) Attend all Council meetings of which they have notice unless a matter of sufficient importance precludes them from doing so, in which case they shall provide notice to the Town Clerk of their anticipated absence as soon as practical. In no case shall a Councilperson miss more than 25% of regular Town Council work session and general sessions in any one year.

(b) Excuse themselves from matters in which they have a direct financial interest or personal conflict.

(c) Make reasonable efforts to remain informed of Town Council business and matters at all times.

(d) Accept such appointments as the Town Council shall make of individual Councilpersons.

(e) Perform those duties ordinarily and customarily incumbent upon a Town Councilperson.

(f) Town Councilpersons shall submit to the same drug testing policies and procedures as Town of Mills employees with it a positive test indicating illegal or impairing drug use being deemed improper conduct in office.

(g) Should 75% of the Town Council judge that a Councilperson has failed in to perform in accordance with the provisions set forth above, the Town Council may take censure the Town Councilman as the Town Council sees fit, including fining said Town Councilman an amount not in excess of \$750.00. Should the Council, by unanimous consent, view an action as warranting removal, the Town Council may vote to remove a Town Councilman with the removal taking effect immediately upon the Town Council so voting.

(h) Should 35% of the registered voters in the Town of Mills sign a petition to have a member of the governing body removed the Council must have a hearing on the same within thirty (30) days of the petition being received and the signatures verified. Any vote to remove the

Councilman shall be by unanimous consent. A vote to remove a Councilperson under this section shall take effect immediately.

(i) No Councilperson may be removed through these provisions except through a hearing in which the Councilperson has a right to participate and provide testimony and evidence.

2.04.090 - Meetings—Regular.

Regular meetings of the governing body shall be held at City Hall on the second and fourth Tuesday in each month. Regular meetings shall be held at the hour of seven (7:00 p.m., 19:00). In the event of a conflict or other need, the Mayor may cancel the meeting and call a new time and date as provided by law or choose to not hold any meeting until the next scheduled meeting.

2.04.100 - Meetings—Special.

(a) The Mayor or any two Council members shall have power to call special meetings of the city council, the object of which shall be submitted to the council in writing, and the call and object, as well as the disposition thereof, shall be made a matter of record upon the journal.

(b) It is the duty of the city clerk to notify the governing body, the public, and post on the website of the Town and at the Town Hall, Mills Police Department, Mills Public Library and the United States Post Office in Mills Wyoming of any special meeting, which notices shall give the time and place of such special meeting and indicate the business to be transacted at such meeting. No other business shall be considered at a special meeting.

2.04.110 - Meetings—Executive session.

When the nature of the business falls within Wyoming Statutes 1977, Section 16-4-405, the governing body may, by a majority vote of the members present, go into executive session and exclude the public thereon. Such sessions shall be held:

(a) With the attorney general, county attorney, district attorney, city attorney, sheriff, chief of police or their respective deputies or other officers of the law, on matters posing a threat to the security of public or private property, or a threat to the public's right of access.

(b) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer. The governing body may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the governing body may deliberate on its decision in executive sessions.

(c) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party;

(d) On matters of national security.

- (e) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
- (f) To consider acceptance of gifts, donations, and bequests.
- (g) To consider or receive any information classified as confidential by law.
- (h) To consider accepting or tendering offers concerning wages, salaries, benefits, and terms of employment during all such negotiations.
- (i) No votes shall be conducted or taken during an Executive Session.

2.04.120 - Meetings—Adjourned or recessed.

Adjourned or recessed meetings may be reconvened at such time as the council may determine.

2.04.130 – Work sessions.

The governing body may hold public study sessions in order to study, discuss or analyze matters which have been, are, or may be subject to the consideration of the governing body. No "action" as defined by Wyoming Statutes 2007, Section 16-4-402, may be taken at a study session. Work sessions shall be held every 1st Tuesday of the month, and one (1) hour prior to scheduled regular council meetings, or as called by the Mayor.

2.04.140 - Rules of order—Generally.

The rules of parliamentary practice contained in "Robert's Rules of Order" shall guide the conduct of regular and special meetings of the governing body of the city on all matters where same are applicable and in which same are not inconsistent with the provisions of state law; in which case the provisions of state law shall prevail.

2.04.150 - Call to order—Quorum.

- (a) At the hour appointed for its meeting, the governing body shall be called to order by the presiding officer.
- (b) A majority of the governing body constitutes a quorum for the transaction of business at any meeting.

2.04.160 - Record of proceedings.

- (a) The Town clerk or designated person shall attend all regular and special meetings of the governing body and make an accurate record of all business transacted at each meeting. The

manner in which each member of the governing body votes upon any proposition or upon the passage of any bylaw, resolution or ordinance shall be entered in the minutes. The name of the member making a motion shall also be entered in the minutes.

(b) The minutes of the proceedings shall be open for inspection at any reasonable time.

(c) The governing body shall publish to the Town’s website the minutes of all its regular and special meetings and the titles of all ordinances passed. The minutes shall include every bill presented to the governing body showing the amount of the bill, the amount allowed, what the bill was for, and by whom claimed. Publication shall be made once.

2.04.170 - Preservation of order.

The Mayor or presiding officer at council meetings shall preserve order, prevent personal reflections, confine members in debate to the question and shall decide who shall be first heard when two members arise at the same time. Any member of the council when called to order by the presiding officer shall at once suspend his remarks.

2.04.180 - Minutes of executive sessions.

Minutes of executive sessions of the Town council, as authorized by Wyoming Statutes 1977, as amended, Section 9-11-105, shall be sealed and entered in an official journal of the Town in the appropriate fashion, subject to production by appropriate legal process.. The minutes of executive sessions shall contain the following:

(a) A record of the vote approving the executive session.. The vote having been taken before discussion of the executive matter.

(b) The location of the executive session.

(c) The names of the members of the Town council present at the executive session.

(d) The names of the members of the Town council absent from the executive session.

(e) The time that the executive session was called to order and the time adjourned.

(f) The topic of the executive session, as described by the appropriate subsection of Wyoming Statutes 1977, as amended, Section 16-4-405, or the appropriate portion thereof.

CHAPTER 2.08
ORDINANCES AND RESOLUTIONS

ARTICLE I. - ORDINANCES

2.08.010 - Required for legislation.

All municipal legislation shall be by ordinance, unless provided otherwise by law.

2.08.020 - Form.

All ordinances shall be in writing and passed pursuant to rules and regulations adopted by the governing body. No ordinance, except one making appropriations or one for the codification or general revision of ordinances, may contain more than one (1) subject which shall be expressed clearly in the title. Ordinances making appropriations and ordinances relating to codification or general revision of ordinances shall be limited to those respective subjects.

2.08.030 - Ordaining clause.

The style of all ordinances shall be: "Be it ordained by the Town Council of the Town of Mills, Wyoming ..."

2.08.040 - Public reading.

Every ordinance shall be publicly read on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance. For an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (¾) of the elected and qualified members of the governing body. No franchise may be granted by emergency ordinance.

2.08.050 - Vote required for passage.

Passage of an ordinance requires the affirmative vote of the majority of the elected members of the governing body. The passage of an emergency ordinance requires the affirmative vote of three-fourths (¾) of the elected and qualified members of the governing body.

2.08.060 - Effective date.

Every ordinance before becoming effective shall be published on the Town website. An ordinance shall become effective after passage, approval, and publication by the governing body.

2.08.070 - Signature and attestation.

Every ordinance shall, within seven (7) days after passage, be signed by all members of the governing body, and attested by the clerk, who shall affix the seal of the Town thereto and record the ordinance in the book of ordinances. The attestation of the clerk shall show the ordinance was duly published. The ordinance shall subsequently be recorded with the County Clerk of Natrona County Wyoming, in accordance with the applicable provisions of law and procedures of the County Clerk.

2.08.080 - Emergency ordinances.

Emergency ordinances shall become effective upon proclamation of the Mayor, and as soon thereafter as is practicable, they shall be published to the Town website.

2.08.100 - Amendment and repeal.

Amendments and repeals of ordinances, or sections thereof, shall be by ordinance. An amending ordinance shall set forth the entire ordinance or section as amended.

2.08.110 - Charter ordinances.

(a) Except for statutes uniformly applicable to all cities and Towns and statutes prescribing limits of indebtedness, the Town may by charter ordinance exempt itself from the effects of all or any part of a statute that otherwise would apply to it.

(b) Such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to the Town, as specifically designated in the ordinance shall not apply to the Town. Such ordinance may provide other provisions on the same subject.

(c) Passage of a charter ordinance requires the affirmative vote of two-thirds (2/3) of the elected members of the governing body.

(d) Every charter ordinance shall be published once each week for two (2) consecutive weeks in the official Town newspaper. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. Referendum procedures may be initiated prior thereto as provided for in Article 13, Section 1(c) of the State of Wyoming Constitution.

(e) An approved charter ordinance, after becoming effective, shall be recorded by the Town clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the Secretary of State.

Article II
Resolutions

2.08.120 - When used.

A resolution shall be used when the order of the governing body is of a special or temporary character or an expression or opinion concerning some particular business and is not intended to permanently direct and control matters.

2.08.130 - Form.

All resolutions shall be in writing and passed pursuant to rules and regulations adopted by the governing body.

2.08.140 - Style.

The style of all resolutions shall be: "Be it resolved by the Town Council of the Town of Mills, Wyoming ..."

2.08.150 - Vote required for passage.

Passage of a resolution requires the affirmative vote of the majority of the elected members of the governing body.

2.08.160 - Effective date.

A resolution shall become effective after it has been publicly read and approved by the governing body.

2.08.170 - Signature and attestation.

After a resolution has been approved, the same shall be signed by every member of the Governing body and attested to by the Town clerk who shall attach the seal of the Town thereto and record the resolution in the book of resolutions.

Chapter 2.12
TOWN ADMINISTRATOR

2.12.010 - Exemption from state statute.

The city shall not be governed by the provisions of Wyoming Statutes 2007, as amended, Sections 15-3-204, 15-1-108, and 15-1-103 (a) (xxxvii).

2.12.020 - Employment—Salary.

The governing body shall employ a city administrator, city attorney and municipal judge, and fix his salary. The city administrator is an employee and serves at the pleasure of the Mayor. The salary may be changed from year to year, and the city administrator may be discharged, and that employment terminated at any time by the Mayor as long as such complies with 2.04.060. The City Administrator may also serve as a department head of any of the various departments of the City while also serving as the City Administrator. His salary will be set by the Mayor taking into account the responsibilities and functions he performs. The salary shall not exceed the appropriations made by the annual budget set by the Governing Body.

2.12.025 - Duties of Mayor.

The Mayor shall:

- (a) Preside at all meetings of the governing body, and in the Mayor's absence a council President shall act as Mayor pro tem;
- (b) Have superintending control of all officers and affairs of the city.
- (c) Oversee compliance with the ordinances and laws;
- (d) Sign commissions and appointments and all bonds, contracts and other obligations required to be signed in the name of the city; and
- (e) Have one (1) vote on all matters coming before the governing body upon which a vote is taken, except a vote:
 - (i) To override a veto;
 - (ii) To confirm an appointment other than a vote to break a tie vote of the governing body; and
- (f) Pursuant to a hearing for removal or discharge as provided in W.S. Sections 15-2-102(b)(iv)(C) or 15-3-204(b)(iv)(C) (2007).

2.12.040 - Expert services.

The Mayor may employ experts to perform unusual or special services.

2.12.045 – Duties of Town Administrator

The Town Administrator shall report to the Mayor and shall take all direction from the office of the Mayor. The Town Administrator shall be the conduit of information of the operations of the Town to the governing body. Members of the governing body shall direct all questions and requests for information or data through the City Administrator so he may insure all of the governing body receives such information and remains appropriately informed on all relevant issues.

2.12.050 - Appointment powers.

- (a) All employees shall be appointed, suspended, transferred, and removed by the Mayor or appointee, subject to the personnel regulations of the city as adopted by the governing body.
- (b) All of the appointees of the Mayor shall report to the city administrator for issues concerning the day to day operations of the City so he may stay informed on those issues he is to report to the Mayor and Governing Body.
- (c) The City Administrator when acting as the designee of the Mayor may appoint and remove all subordinates, clerks, assistants, laborers, and servants and fix the compensation of those appointed by him within the limits fixed by the governing body and the law, consistent with the

city's ability to pay. Appointment shall be on the basis of merit. He shall seek the advice of the governing body on personnel matters as he deems necessary.

2.12.060 - Duties—Generally.

The City Administrator shall:

(a) Oversee the operation of the day to day administration of the city. The Mayor shall provide the City Administrator direction and set the policies for the operation and administration of the city. The governing body shall direct any questions, issues, or concerns regarding the operation and/or administration of the city through the City Administrator. The City Administrator or his designee shall investigate and provide clear, complete, and unbiased information in response to such questions, issues, or concerns to the entire governing body to assist the governing body in making policy decisions for the city. The Mayor shall also provide input and recommendation to the governing body on such requests.

(b) Attend all meetings of the governing body and may recommend to the governing body adoption of such measures as the City Administrator deems necessary for the health, safety, and welfare of the community or for the improvement of municipal services.

(c) Perform all duties imposed on the position consistent with state laws or ordinances.

(d) Supervise the enforcement of all laws, ordinances, rules, regulations, policies, and procedures of the city adopted by the governing body.

(e) Be responsible to the Mayor for the administration of all departments of the city and supervise the administrative functions of such departments.

(f) Prepare and submit to the governing body reports that are required or that the administrator or governing body may consider advisable.

(g) Keep the governing body fully advised of the financial status of the city, presenting a monthly report on the financial condition and future needs.

(h) Prepare a proposed budget annually, submit it to the Mayor and be responsible for its administration after adoption by the governing body.

(i) Perform all duties imposed on the position by ordinances adopted by the governing body which is not inconsistent with state laws.

(j) Prepare annually recommendations to the governing body on the compensation plan and fringe benefits package for all city positions and shall also make recommendations to the governing body concerning the personnel manual position descriptions and position classification changes.

2.12.070 - Management of utilities.

(a) The city administrator shall manage any utility owned and operated by the city. Subject to the laws relating to public utilities, the governing body shall fix all rates and compensation to be paid by consumers of water, sewer, sanitation, or any service furnished by any other public utility owned or operated by the city.

(b) All utilities servicing the Town or existing in the Town, to include water, sewer, sanitation, shall be required to have a franchise agreement, irrespective of whether they are providing those services within the Town itself and pursuant to the authority granted to municipalities under WS 15-1-101 et seq.

Chapter 2.16
TOWN OFFICES—GENERALLY

2.16.010 - Departments and department heads enumerated.

The administrative services of the city shall be divided in the following department and offices and shall be under the control and supervision of a department head who shall have the title indicated:

Office of the City Clerk	City Clerk
Community Development Office	Community Development Director
Finance Office	City Treasurer
Emergency Services Office A. Police Department B. Fire Department	Director of Emergency Services Chief of Police Fire Chief
Public Works Department	Public Works Director

2.16.020 - Responsibilities of department and office heads.

(a) Each department and office heads shall perform all duties required of his office by state law, the charter, this code and ordinances of the Town, and such other duties not in conflict therewith as may be required by the Town administrator.

(b) The heads of the various administrative departments and offices shall be immediately responsible to the Town Administrator for the effective administration of their respective departments and all activities assigned thereto. The Administrator may set aside any action taken by a department head and may supersede him in the functions of his office if doing so advances the directives he has been given by the Mayor. Two (2) or more departments may be headed by the same individual. In the case of a vacancy in any office or during the absence of any department head, the administrator may designate an interim acting head of the department or may perform, personally, the functions of the office.

(c) Department heads to be salaried positions.

2.16.030 - Department authority over employees.

Each department head shall have the authority to appoint and remove, subject to the personnel regulations and the approval of the Administrator, all subordinates under him. Each department head may, subject to the approval of the administrator, promulgate rules and regulations for the orderly management of their respective departments. Department heads shall consult with the Town Administrator, and or Mayor, before terminating a subordinate in an effort to have peer review to ensure Town policies, and best employment practices are followed and that the subordinate’s rights are not infringed. All department heads are authorized to communicate with the city attorney on personal matters when the need arises. In doing so they shall also inform the Mayor and City Administrator of such communication, unless doing so would likely create a conflict of interest.

Chapter 2.20
OFFICE OF EMERGENCY SERVICES

2.20.010—Office Established.

There shall be an Office of Emergency Services which shall contain the Police Department and the Fire Department. The purpose of the Office of Emergency Services shall be to coordinate, organize and direct the overall emergency and safety response for the Town of Mills.

2.20.020---Director of Emergency Services.

The Office of Emergency Services shall be presided over by the Director of Emergency Services. The Director of Emergency Services shall be the Chief of Police unless the Mayor determines that a separate Director of Emergency Services is necessary, and the Town Council approves the hiring a separate Director.

Chapter 2.20.030 – Police Department Established

There shall be a Police Department which shall be charged with enforcing the laws and ordinances of the Town of Mills, Natrona County, the State of Wyoming and the United States, as appropriate and as authorized for a municipal police department under the laws of the State of Wyoming.

2.20040 – Police Chief—Duties.

The police department shall be headed by the Police Chief who shall be the commanding officer of the police force. He shall have the following responsibilities and powers:

- (a) To direct the police work of the Town and be responsible for the enforcement of the law and order throughout the Town.
- (b) To prescribe such policies and procedures for the orderly management and general governance of the city police department, as shall be approved by the city council.
- (c) The performance of other related duties as directed by the Town Administrator or Town Council.
- (d) The administration of the community service division consisting, animal control and code enforcement.

2.20.050 - Powers of police officers.

- (a) The Chief of Police and any sworn officer shall have all the powers granted to peace officers by the laws of this state.
- (b) Police officers shall have power to arrest all persons found in the act of violating any law or provisions of this code or law of the state or aiding or abetting in any such violation, and shall arrest any person found under circumstances which would warrant a reasonable man in believing that such person had committed a crime.
- (c) Police officers shall have the power and authority, and it shall be their duty to serve and execute warrants and other process for the summoning, apprehension and commitment of any person charged with a violation of any provision of this code.

Chapter 2.20.060 – Fire Department Established

There shall be a Combination Fire Department which shall be charged with providing for qualified full-time and paid volunteer fire fighters and such associated emergency service personnel as appropriate and as authorized for a municipality under the laws of the State of Wyoming. At all times the Mills Fire Department shall be organized as a Combination Fire Department featuring both full-time and paid volunteer fire fighters.

2.20.070 - Fire chief—Appointment—Term of office.

The Mayor shall appoint a Fire Chief, who shall hold his office for a term of five (5) years, and until his successor is appointed and qualified, unless sooner removed for cause in accordance with 2.04.060.

2.20.080 - Fire Chief—Powers and duties.

(a) The Fire Chief shall be responsible for the administration and enforcement of the Uniform Fire Code, adopted by the Town, all ordinances relating to fire prevention and suppression and all applicable state statutes.

(b) The Chief of the fire department shall be the administrative officer of the department, subject to the rules and regulations prescribed and the orders and ordinances made from time to time by the governing body and shall have the following powers and duties:

- (i) To be responsible for all property belonging to the department and all firemen and fire companies in the service of the department, in the proper discharge of their duties;
- (ii) To see that the ordinances of the Town applicable to the fire department are faithfully observed;
- (iii) To have sole command at all fires over all officers and all persons who may be present, and to take all proper measures for the extinguishment of fires, the protection of lives and property and the preservation of law and order;
- (iv) To examine into the condition of the apparatus, buildings and other property belonging to the Town and used by the fire department and see that all fire hydrants are in good working order at all times. Under his supervision, all hose belonging to the department must be tested at least once a year;
- (v) To keep a complete and correct inventory of all property belonging to the department;
- (vi) To keep a roll of members showing attendance at all monthly meetings and fires and report the same to the governing body. The fire chief shall present a monthly written report to the governing body showing all fires and shall, in addition to showing the fires, show the number of meetings held, and, upon request of the governing body, shall include any other information or data that may be necessary or required.

2.20.090 - Fire Chief—Emergency powers.

(a) The Chief of the fire department, or any assistants in command, may prescribe limits in the vicinity of any fire within which no persons excepting those who reside therein, firemen and policemen, and those admitted by any order of any officer of the fire department shall be permitted to come.

(b) The Fire Chief or any assistant in command shall have the power to cause the removal of any property, whenever it shall become necessary for the preservation of such property from fire, or to prevent the spreading of fire or to protect adjoining property.

(c) The Fire Chief and the Fire Marshal shall have the power to issue appropriate citations in performing their duties under the Uniform Fire Code.

(d) The Fire Chief shall ensure that adequate fire department personal and apparatus are available for deployment in the City of Mills before allocating such resources to medical transports, or mutual aid deployments.

(e) The Fire Chief shall ensure every member of the City of Mills Combination Fire Department displays attitudes and actions that promote the service of paid volunteer Mills firefighters, and shall dismiss from employment any member of his department who does not promote such attitudes and actions.

(f) The fire chief and the fire marshal shall have the power to issue appropriate citations in performing their duties under the Uniform Fire Code.

2.20.040 - Appointment of Firemen.

The fire department shall be composed of the Chief and such other subordinate officers and firemen as may be approved by the governing body. All firemen shall be appointed by the chief of the fire department. The fire chief shall have the authority to suspend from duty any fireman for cause. The department shall be a combination fire department meaning that it shall consist of one full time Chief, 7 full time firefighters consisting of three captains, and four engineers or firefighters. These shall be arranged into 3 two man shifts consisting of a captain and either an engineer or firefighter. The seventh position shall join the shift of the Chiefs determination but shall fill in for vacation and sick time for other members of the department. All other fire personal shall be paid volunteer fire department personal.

2.20.1100 - Duties of Members.

All members of the fire department shall perform such duties as may be required of them by the Fire Chief or other authorized officials.

2.20.120 - Fire Marshal—Powers and Duties.

There is created the office of Fire Marshal who shall be recommended by the fire department with the approval of the governing body. His duties shall be:

(a) To inspect, as often as may be necessary, all buildings and premises for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any other violation of the purpose or provisions of the Uniform Fire Code and of any other law or standard affecting fire safety;

(b) To investigate promptly the cause, origin and circumstances of each and every fire occurring in the jurisdiction involving loss of life or injury or destruction or damage to property and, if it appears to the fire marshal that such fire is of suspicious origin, he shall take immediate charge of all physical evidence relating to the cause of the fire and shall pursue the investigation to its conclusion.

2.20.130 - Fire Marshal—Compensation.

The Fire Marshal shall receive such compensation as is deemed appropriate by the Mayor for the performance of his duties unless he is also the fire chief.

2.20.140 - Compensation.

The Chief of the fire department and the firemen shall receive such pay as may be from time to time established by the governing body for each fire and department meeting attended, or as set by resolution.

2.20.150 - Appropriation of funds.

(a) Funds shall be appropriated from the general fund for the use of the department. Such funds shall be available for the operation of the fire department, which will be responsible to the Town administrator for the expenditure of such funds.

(b) Expenditures of the fire department shall not exceed the money budgeted for the use of the department.

Chapter 2.20.060
OTHER OFFICE OF EMERGENCY SERVICES DUTIES

2.20.160 - Lost and found property.

(a) The police department will book into the property room, safeguard, and properly dispose of all property which comes into its custody. The department shall strive to maintain property in the same condition as received for possible presentation as evidence in court. Unless property is contraband or must be used as evidence in court, every reasonable effort shall be made to insure its return to its rightful owner. Property which cannot be returned to its rightful owner shall be disposed of in accordance with the procedure as set forth in subsection B of this section.

(b) Lost and found property, other than contraband, turned into the police department shall be disposed of in the following manner:

- (i) If the owner of the property is known, or the name of the owner can be discovered, the owner shall be notified by certified mail, return receipt requested, that the property must be claimed within thirty (30) days of receipt of the letter. The letter will specifically point out that if the property is not claimed within thirty (30) days, and if no extension has been granted by the police department, the property shall be sold at public auction.
- (ii) If the identity of the owner is not known and cannot be established, the property shall be held by the police department for a period of not less than ninety (90) days and posted to Town website. If at the end of ninety (90) days the property is still unclaimed, the property shall be disposed of as the Town sees fit.

2.20.170 – Disposal of lost and found property.

(a) Notice of sale shall be published on the Town’s website for at least ninety (90) days. Such notice shall contain a full description of the property to be disposed of, and the time, date, and place of such disposal.

(b) The sale of abandoned motor vehicles shall be in accordance with Wyoming Statutes 1977, as amended, Sections 31-14-101 through 31-14-110, inclusive.

(c) Contraband and property having no value shall be destroyed in accordance with departmental procedures.

(d) Proceeds of any sale of property shall be turned into the Town treasurer for deposit into the general fund. All expenses incurred in such a sale shall be paid from the general fund.

(e) Auctions shall be conducted by a disinterested party who shall be appointed by the chief of police. In no case shall the auctioneer or member of the auctioneer's family be permitted to bid on items that are to be sold. No auctioneer shall enter into any agreement to have a friend bid on any item with the intent to obtain the item from the friend at a later time. All sales will be recorded to include an item description and amount received. The funds shall be turned over to the Town treasurer and a receipt shall be given by the treasurer, which receipt shall be placed in the police department's permanent records with a record and description of the property sold.

Chapter 2.28
UTILITY DEPARTMENT

2.28.010 - Functions and responsibilities.

The utility department shall be headed by the utility department director who shall have the following responsibilities:

(a) The construction, operation, and maintenance of the Town's water system, including collection and distribution and treatment.

(b) The construction, operation, and maintenance of the sanitary sewage disposal system of the Town and for the collection and disposal of rubbish, garbage, and trash throughout the Town.

(c) The performance of other related duties as directed by the Town Administrator or the governing body.

2.28.020 - Billing and customer service.

The department of administration shall be responsible for utility billing and customer service relations. Records of customer accounts, billings for services and all other pertinent financial data shall be provided to the Town Treasurer, who shall see that such accounts shall be

kept distinct from other Town accounts and in such manner as to show the true and complete financial result of Town ownership and operation.

2.28.030 - Reserved.

Chapter 2.32
PUBLIC WORKS DEPARTMENT

2.32.010 - Functions and responsibilities.

The public works department shall be headed by the Public Works Director who shall have the following responsibilities:

- (a) The maintenance of all streets, the cleaning of improved streets, the removal of snow and the maintenance of alleys;
- (b) The planning, development, maintenance and operation of all parks and cemeteries in the Town and the planting of trees throughout the Town in any public area;
- (c) The repair, maintenance and inventory control of all municipal equipment and vehicles;
- (d) The control, operation, and maintenance of the sanitary landfill operations;
- (e) The performance of other related duties as directed by the Town Administrator or governing body.

Chapter 2.36
COMMUNITY DEVELOPMENT DEPARTMENT

2.36.010 - Functions and responsibilities.

The community development department shall be headed by the Community Development Director. The Community Development Director shall be responsible for:

- (a) The preparation of comprehensive reports or presentations on community development projects to boards and commissions.
- (b) The review of all preliminary development proposals, site plans and maps, petitions for rezoning, special reviews, conditional use permits, annexation, and subdivision maps.
- (c) The development and maintenance of the city land use plan and other applicable local laws.
- (d) The supervision of the building safety division, which shall be headed by the building official.

(e) The performance of other related duties as directed by the City Administrator or the governing body.

2.36.020 - Building Official duties and responsibilities.

The Building Official shall be the designated building inspector and shall have the powers and duties to administer and enforce all provisions of the International Building, Residential, Energy Conservation, Plumbing, Fuel Gas, and Mechanical Codes, the National Electrical Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code For Building Conservation, the city zoning code and all other building regulations of the city, presently enacted or which may be amended from time to time.

Chapter 2.40
FINANCE DEPARTMENT

2.40.010 - Functions and responsibilities.

The finance department shall be headed by the Town Treasurer Director who shall have the following responsibilities:

- (a) To receive any money derived for the benefit of the Town from any and all sources and to credit such money to the proper funds.
- (b) To disburse money for the Town only on proper orders signed by the Town Clerk or the Town Treasurer and countersigned by the Mayor.
- (c) To keep permanent, accurate and complete accounts and records of all receipts, orders, and warrants.
- (d) To endorse upon or attach to every bond or other evidence issued by the Town pursuant to law a certificate that the same is within the lawful debt of the Town and is issued pursuant to law.
- (e) To perform such other duties as may be directed by the Town Administrator or governing body or by law.

Chapter 2.44 - OFFICE OF THE TOWN CLERK

2.44.010 - Functions and responsibilities.

The office of the Town Clerk shall be headed by the Town Clerk who shall have the following responsibilities:

- (a) To attend the meetings of the governing body and record the minutes thereof, which minutes, after approval, shall be signed by the Mayor and attested by the Town Clerk;
- (b) To safely keep the corporate seal, papers, records, and books belonging to the Town;
- (c) To preserve consecutive records of all resolutions and ordinances passed by the governing body;
- (d) To attest the signature of the Mayor and affix the Town seal to all resolutions and ordinances passed, all bonds and business licenses issued, and such other documents as may require the same;
- (e) To attest all orders and warrants upon the Town Treasurer, keeping an accurate permanent record thereof;
- (f) To issue business licenses, liquor licenses, cemetery permits and deeds and other permits in accordance with Town code or state statute;
- (g) To perform other related duties as directed by the Town Administrator, the governing body or by law.

Chapter 2.46
CITY ENGINEER

2.46.010 - Appointment.

A City Engineer shall be appointed according to the provisions of Section 2.12.050. The City Engineer shall be a registered professional engineer licensed to do business in the state of Wyoming. Nothing in these ordinances shall be read to preclude the appointment of a City Engineer who is a contractor to the city, rather than a full-time employee of the city. The City Engineer shall have the authority to designate an employee or employees subordinate to him to perform tasks under his direction and control.

2.46.020 - Duties.

The City Engineer shall be responsible for:

- (a) Preparation of plans, specifications, contract documents, estimates, reports, inspections, construction supervision, construction surveying and property surveys for all construction, changes, and improvements in the physical properties of the city.
- (b) The performance or supervision of the survey of all streets, alleys, avenues, public ways and all other such places as shall be required by the governing body.

- (c) The review of subdivision public improvement plans with city staff and developers.
- (d) The approval of engineering plans prepared by other engineers for conformance with city standards.
- (e) The performance of related duties as directed by the governing body.

2.46.030 - Specialty projects.

The City may, upon the recommendation of the City Engineer, City Council, and/or the City Administrator, request proposals from other engineers, architects or surveyors that possess expertise to perform services for city projects that require expertise outside of the registered abilities and/or expertise of the city engineer.

Chapter 2.48 - TOWN ATTORNEY

2.48.010 - Appointment.

The Mayor shall appoint a Town attorney as provided in Section 2.04.060. The Town attorney shall be the legal representative of the Town and shall advise the governing body and Town officials in matters relating to their official powers and duties. The Town attorney shall be an attorney at law admitted to practice in Wyoming. The Mayor may appoint such deputy attorneys and assistants as they may deem necessary. Nothing in this ordinance shall be read to preclude the appointment of a Town attorney who is a contractor rather than an employee of the Town. The Town attorney shall have the authority to designate an employee or employees subordinate to him to perform tasks under his direction and control.

2.48.020 - Duties.

(a) The Town attorney or his deputy shall represent the Town in legal proceedings, supervise the drafting of all ordinances and the preparation of all legal documents. The attorney or his deputy shall prosecute violations of the provisions of this code in municipal court. He or his deputy shall attend all council meetings and shall perform all services incident to his position as may be required by law or municipal ordinance.

(b) Nothing shall preclude the Town from appointing deputy attorneys who are not full time employees of the Town and who are not employees of the Town Attorney, provided however that they shall remain a deputy of the Town Attorney in his official capacity.

2.48.030 - Special counsel.

The governing body may, on its own motion or upon request of the Town attorney, in special cases employ special counsel to represent the Town.

Chapter 2.52 - MUNICIPAL COURT

Article I. - In General

2.52.010 - Created and established.

There is created and established in the Town a municipal court for the trial of all offenses arising under the ordinances of the Town. The office of police justice (municipal judge) is established to preside over the municipal court.

2.52.020 - Jurisdiction—Venue change.

(a) The municipal court and the municipal judge presiding therein shall have exclusive jurisdiction to hear and determine all cases arising under this code and the ordinances of the Town for a violation thereof, and no change of venue shall be granted in any case.

(b) The municipal judge shall have jurisdiction to fine, enter judgment, and hear, try, and determine all cases arising under any provision of this code or the ordinances of the Town.

2.52.030 - Appointment—Qualifications.

The municipal judge and alternate municipal judges shall be appointed by the Mayor with the consent of the Town council, shall be a resident of the County, and meet the criteria set forth for Circuit Court Judges set forth at WS Section 5-9-111 and shall become vacant at that age for mandatory vacancy set by Wyoming Const. Art 5 Section 5..

2.52.040 - Term of office—Compensation.

The governing body shall set the salary of the municipal judge. The salary may be changed from year to year and the municipal judge may be discharged and his employment terminated at any time by a majority vote of the governing body. The regular term of the municipal judge shall be as otherwise set forth in these statutes.

2.52.050 - Bond.

The municipal judge shall give a bond to the Town in the amount set by resolution conditioned for the performance of all his duties in accordance with law and the ordinances of the Town and that he will turn over to the parties entitled thereto or as may be prescribed by the ordinances of the Town, all moneys collected by him by virtue of his office as municipal judge.

2.52.060 - General court procedure.

The procedure of the municipal court shall, as nearly as possible, conform to that provided by the general laws of the state in courts of the justice of the peace. In addition, the Town may, by ordinance, provide such additional rules of procedure as may be found necessary for the proper

conduct of the municipal court; provided, that the same do not conflict with the general laws of the state and appeals to the district court from the judgments and decisions of the police justice shall be allowed, in all cases, such appeals to be taken in the manner now provided by law for appeals from justices of the peace.

2.52.070 - Postponement of trial—Recognizance generally.

Whenever a person charged with a violation of a city ordinance is held to appear for examination or trial before the police justice, the police justice may postpone the trial or the case to a certain day, in which case he may require the defendant to enter into a recognizance, with sufficient sureties, conditioned that he will appear before the police justice at the time and place appointed, then and there to answer the complaint alleged against him.

2.52.080 - Postponement of trial—Deposit—Breach of recognizance.

When a person is ordered by the police justice to enter into a recognizance, he may, at the discretion of the police justice, be permitted to sign his own recognizance, or furnish sureties, or deposit with the police justice or his designee the amount named in the bond, in cash, and should said person so recognized fail to appear and comply with all of the requirements of the bond, the police justice having cognizance of the same shall, if there are no mitigating circumstances, at once declare the bond forfeited and order the cash so deposited to be turned into the general fund of the treasury of the Town. If in the progress of any trial before the police justice, it should appear that the accused ought to be put on trial for an offense not cognizable before the justice, he shall immediately stop all further proceedings before him, and proceed as in other cases exclusively cognizable before the district court.

Article II. - Punishment—Appeals

2.52.090 - Punishment by fine—Contempt.

Any person convicted before the police justice shall be punished by such fine as may be provided by ordinance and bond schedule; provided, that no such fine shall be greater than seven hundred fifty dollars (\$750.00) as authorized by Wyoming Statutes 1980, Section 15-1-103(a)(xli). The police justice shall have the same power to punish for contempt as justices of the peace have in like cases.

2.52.100 - Appeals from municipal court.

Appeals from the judgment or sentence of the police justice may be taken to the district court in the same manner as is now provided by law for appeals from justice courts in criminal cases and shall be dealt with by the courts as criminal cases.

2.52.110 - Disposition of fines.

All fines and penalties collected, arising from a breach of the ordinances of the Town, shall be paid into the Town treasury.

2.52.120 - Monthly reports to council.

The clerk of courts shall make monthly reports, in writing, to the governing body of all cases which may have come before him, the disposition of the same and all fines collected during the preceding month.

Article III. - Clerk of the Court

2.52.130 - Powers and duties under direction of court.

The clerk of the court shall exercise the powers conferred and perform the duties enjoined upon him by statute and by the common law; and in the performance of his duties he shall be under the direction of his court.

2.52.140 - Duties designated.

The clerk shall file together and carefully preserve in his office, all papers delivered to him for that purpose in every action or proceeding. He shall not permit the papers to be taken from his office except to be used at a session of the court or upon legal process, and he shall be liable upon his official bond to the party suffering injury on account of any violation of this section. Upon the order of the judge of the district, the clerk may transmit by express or registered mail to an attorney of the state appearing in the action or proceeding, who resides in a different county or away from the Town, such original files as are not represented by copies in the clerk's office, and the clerk shall take the attorney's receipt for each paper in each case.

2.52.150 - Endorsement of papers.

The clerk shall endorse upon every paper filed with him the date of the filing thereof, and upon every order for a provisional remedy, and upon every undertaking given under the same, the date of its return to his office.

2.52.160 - Recordkeeping.

The clerk shall keep the journals, records, books, and papers appertaining to the court, and record its proceedings.

Chapter 2.56 - BOARDS AND COMMISSIONS—GENERALLY

2.56.010 - Appointment.

Unless otherwise provided by ordinance, all boards and commissions shall be appointed by the Mayor and all such boards and commissions shall be advisory in character unless otherwise provided. Any vacancy occurring in the membership of any board or commission shall be filled by the Mayor by appointment. Governing body members may be members of Board of Commissioners.

2.56.020 - Expenses.

Except as otherwise provided in this chapter and Chapters 2.60 through 2.72, all members of boards and commissions shall serve with compensation at an amount to be determined by the Town Council on a per meeting basis but shall be paid necessary expenses incurred in the discharge of their official duties.

2.56.030 - Selection of chairman—Adoption of rules of procedure.

Each board and commission shall provide and choose its own chairman from its membership and shall have powers to make and adopt such rules of procedure and regulations not inconsistent with other provisions of this code, as may be necessary for the proper conduct of its business and the effective accomplishment of its functions and duties. A copy of such rules of procedure and regulations shall be filed with the Town clerk.

2.56.040 - Boards and commissions enumerated.

The following boards and commissions having been duly created in accordance with this chapter are continued and vested with all powers and duties conferred upon such boards by statute or municipal ordinance:

- (a) Board of adjustment, with the Planning and Zoning Committee sitting in this role.;
- (b) Board of appeals; with the Governing Body plus the Town Engineer sitting in this role
- (c) Planning and zoning commission; and
- (d) Other advisory boards as needed.

Chapter 2.72 - DISASTER AND CIVIL DEFENSE UNIT

2.72.010 - Established.

The Mayor and all elected officials and all appointed officers and employees of the Town are authorized and directed to join with the board of county commissioners and all other elected officials and appointed officers of the county for the purpose of establishing a Town-county disaster and civil defense unit under the provisions of Wyoming Statutes 1977, as amended, Sections 19-5-101 through 19-5-116.

2.72.020 - Duties of officials.

The Mayor and other duly elected officials and the appointed officers of the Town are authorized and directed to do and perform every act that may be lawfully required of them by the Director of Disaster and Civil Defense for the state under the provisions of Wyoming Statutes 1977, as amended, Sections 19-5-101 through 19-5-116.

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson’s successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

2.76.070 - Exemption of certain state statutes.

The city is exempted by the Charter ordinance codified in this chapter from the provisions of Wyoming Statutes WS 15-5-101 15-11-103, 15-11-202, 22-23-103, 22-23-503, 22-23-602 and 15-3-104 (1977, as amended.) These statutory provisions shall not apply to the city.

Chapter 2.80 - OATH OF OFFICE AND BONDS

2.80.010 - Town administrator, department heads and other officials.

The Town administrator, each department head, law enforcement officer and elected official shall, before entering upon the performance of the duties of such office, subscribe an oath to honesty and faithful performance and discharge the duties of such office to the best of his ability.

2.80.020 - Officers having custody of money.

Each Town officer, or clerk of the Town, having custody of money belonging to the Town shall, before entering upon the performance of his respective duties, be required to furnish a bond in the amount prescribed in this chapter for such office, which bond shall be conditioned upon the following:

- (a) The faithful performance by such officer or clerk of all the duties of his office as prescribed by law;
- (b) The safekeeping of all money which may come into his hands by virtue of his office;
- (c) The prompt payment thereof to those persons who are legally authorized to receive the same in the manner provided by law;
- (d) The delivery by him to his successor in office of all money then held by him as such officer.

Each of such officers and his sureties, respectively, shall be responsible for the safekeeping and paying over according to law of all funds which shall come into his hands by virtue of his office.

2.80.030 - Minimum amounts.

The bonds of the various Town officers and clerks shall be in minimum amounts as follows:

Town treasurer	Set by Resolution.
Blanket bond all employees	Set by Resolution.

When approved, such bonds shall be filed in the Town clerk's office.

The governing body may, by resolution, increase the amounts of such bonds, and may also require similar bonds to be furnished by any employee having custody of Town funds.

2.80.040 - Premiums due to surety company.

When the bond of any officer of the Town shall be furnished by a surety or guaranty company, the premium due such company for furnishing such bond shall be paid out of the public funds of the Town.

2.80.050 - Sureties—Qualifications.

Whenever any bond, recognizance or other obligation is by law, ordinance, rules or regulations of the Town required or permitted to be tendered or filed with sureties, and whenever the performance of any act or obligation or the refraining from any act or obligation is required or permitted to be guaranteed, such bond, undertaking, obligation, recognizance or guarantee may be executed either by a guaranty or surety company qualified to act as surety or guarantor under the laws of the state.

Chapter 2.84 - COMPENSATION OF OFFICERS AND EMPLOYEES

2.84.010 - Salary structure.

The salary structure shall be established by council action during the annual budget process, or at such other times as may be appropriate. No employee shall be assigned to a salary grade or step not in accordance with the salary structure.

2.84.030 - Compensation for elected officials.

The Mayor shall be paid Two Thousand and no/100 dollars (\$2,000.00) per month for his or her services. Each councilmember shall be paid One Hundred Fifty and no/100 dollars (\$150.00) per actual regular meeting attended. In addition, members of the governing body shall be reimbursed for expenses incurred in the performance of their official duties.

2.84.040 - Fringe benefits.

(a) All full-time permanent employees of the Town shall be provided employee benefits as may be established by the governing body by resolution.

(b) The Town may, by resolution of the Town Council, provide benefits to permanent part time employees.

(c) The Town treasurer is authorized to deduct any participating employee's share for the benefits from the employee's paycheck.

Chapter 2.88 - PERSONNEL RULES AND REGULATIONS

2.88.010 - Rules and regulations established.

The Town administrator shall establish comprehensive rules and regulations providing for the recruitment of employees, terms of employment, disciplinary action, grievance procedures and such other matters relating to personnel management as the Town administrator may deem necessary. These rules and regulations shall be compiled in a manual of personnel rules and regulations which is to be adopted by the governing body by resolution. Such manual shall be made available to all employees. The manual shall include a pay plan which shall apply to all positions in the Town service except elected officials and council-appointed positions. The pay plan shall provide for job descriptions, position classification, performance evaluation, job evaluation and salary structure.

2.88.020 - Equal employment opportunity policy.

(a) It shall be the policy of the Town to provide equal employment opportunity for employment and advancement to all qualified applicants and employees. It shall be the responsibility and duty of all Town officials and department heads to carry out the policies, guidelines and corrective measures as set forth in the manual of personnel rules and regulations.

(b) Contractors, subcontractors, and suppliers conducting business with the Town shall affirm and subscribe to the fair practices and nondiscrimination policies as set forth by the Town.

2.88.030 Civil Service Commission Not Required.

Under the provisions of Article 13, Sec 1 of the Wyoming Constitution, the Town of Mills exempts itself from the requirement of having a Civil Service Commission under WS 15-5-101 et seq.

2.88.040 Fund Raising and Representation of the Town

(a) No Town Office, Town Official, Town Councilman or Town Employee shall use a personal website, publication, or electronic media in a fashion which purports to represent the Town of Mills or any of its subdepartments or branches.

(b) No Town Employee shall appear in a uniform or part of a uniform associated with his office as part of an effort to solicit funds or participation in any matter except as authorized by the Town of Mills through the Town Council.

(c) No official symbols or insignia of the Town of Mills shall be used by any employee in an effort to solicit funds or participation in any matter except as authorized by the Town of Mills through the Town Council.

(c) Any funds solicited in violation of this provision shall be deemed to belong to the Town of Mills and shall be turned over to the Town of Mills upon the Town providing notice to any party violating this section. Upon providing such notice, said party shall account for said funds and their whereabouts within forty-eight (48) hours of having received notice.

(d) Any fundraising that is in any way related to an employee’s employment, an official’s position, or a Councilman’s office with the Town shall require said individual to **complete** an annual financial disclosure form to the Town clerk that details expenditures and revenues. This shall include the submission of the same that are associated with political campaigns, fund raising efforts by entities that are associated with the Town or its subdivisions or employees. Unions or associations of Town employees that represent Town employees in any capacity shall likewise submit annually a financial disclosure as set forth in this subsection.

2.88.040 Handbook not a contract

Should the Town of Mills choose to issue an Employee Handbook, that handbook shall not be deemed to constitute a Contract of Employment. The Town may elect to change the provisions of said handbook, without notice, at any time. All Town Employee Handbooks issued after the adoption of this provision shall include a notice of this provision.

Chapter 2.90
Miscellaneous Provisions

2.90.10 Appeals by Contractors.

All appeals of matters by licensed Contractors or those seeking to be licensed Contractors that relate to their licensure or work performed under their licenses shall be to the Town Council of the Town of Mills which shall sit, in that capacity, in place of a Board of Appeals for the purpose of hearing said appeals.

2.90.20 Pay for Commissions and Boards

The Town Council may set, where otherwise not set by State Statute, such pay for members of Town Boards and Commissions as it sees fit. Pay in such instances shall be set by Resolution and shall remain in place until such time as it is altered or rescinded by Resolution.

2.90.30 Legal Advertisements.

Pursuant to the Provisions found at Article 13, Sec. 1, of the Wyoming Constitution, in all instances in which there exists a Statute requiring the Town of Mills to advertise or place notices in a newspaper, the Town of Mills shall instead place said notice or advertisement, except where

it elects to do the same in a newspaper, on the Town's website and three designated public places in the Town of Mills. Unless provided for otherwise, the public places will be the Mills Town Hall, the Mills Library, and the United States Post Office in the Town of Mills. All such notices shall remain in place for that period specified by State Statute for running an advertisement or a notice in a newspaper.

Nothing in this provision shall preclude the Town from running an advertisement or notice in a newspaper should it choose to do so.

TITLE 9
GENERAL OFFENSES

Chapters:

- 9.01 General Offenses
- 9.02 Penalties and Fines
- 9.04 Disorderly or Unlawful Conduct
- 9.08 Offenses Against a Person
- 9.12 Offenses Against Property
- 9.20 Offenses Against Public Peace
- 9.24 Offenses Against Public Decency
- 9.28 Controlled Substances
- 9.32 Gambling
- 9.40 Offenses Concerning Minors

CHAPTER 9.01
GENERAL OFFENSES

9.01.010-General offenses.

(a) The following provisions of Title 9 of the Town Code of the Town of Mills, Wyoming, are enacted in order to provide for the general health, welfare, and safety of the residents of the Town of Mills, Wyoming. This Title deals with matters that have been defined to be specific criminal offenses within the Town of Mills.

(b) Nothing in this Title shall be read to abrogate any offenses set forth in the other sections of the Town Code of the Town of Mills nor shall anything be read to in any way suggest any waiver or abrogation of the application of the laws of the State of Wyoming or the United States of America.

CHAPTER 9.02
PENALTIES AND FINES

9.02.010—Penalties and Fines for Violation of Title 9

Penalties and fines for violation of Title 9 are set out in Title 1 in the Town Code where Penalties and Remedies for violation of the Town Code of the Town of Mills are set forth, unless otherwise specified in this Title.

CHAPTER 9.04
DISORDERLY OR UNLAWFUL CONDUCT

9.04.010 - Resisting arrest - Interfering with police officers.

(a) No person shall willfully resist a member of the police department, or other member of any law enforcement department, in the discharge of duties, if known to be or identified as a police officer.

(b) No person shall willfully assist any person in the custody of a police officer, or any other law enforcement officer, to escape, or rescue or attempt to rescue any other person so in custody.

(c) No person shall willfully interfere, hinder or prevent a police officer or any other law enforcement officer from discharging his lawful duties.

9.04.011 - Interference with the public employee.

It shall be unlawful for any person to interfere with a public employee while on duty performing their assignments, duties, and responsibilities.

9.04.020 - Police dogs.

No person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the police department in the performance of the functions or duties of such department, nor shall any person unwarrantably interfere with or meddle with any such dog while being used by the police department or any officer or member in the performance of any of the functions or duties of the department or of such officer or member.

9.04.030 - False report of crime.

It is unlawful for any person to make or to file with the police department of the Town false, misleading or unfounded statement or report concerning the commission or alleged commission of any crime occurring within the Town.

9.04.031 - False alarm or report of need for fire, police, or ambulance assistance.

It shall be unlawful for any person to intentionally make, turn in, or give a false alarm for fire assistance, need for police assistance, or for ambulance assistance, or to aid and abet in the commission of such an act.

9.04.032 - Interference with fire alarm system.

It shall be unlawful to interfere with any part of a fire alarm system unless the system is owned by the person or by permission of the chief of the fire department.

9.04.040 - Impersonating police officers.

No person shall impersonate a police officer by wearing a star, uniform or otherwise give the impression as acting as a police officer.

9.04.050 – Prisoners - Transfer of certain articles prohibited.

No person shall deliver to any prisoner confined or in the custody of any police officer any weapon, tool, intoxicating substance or other article or attempt to do so, without the consent of the officer in charge.

9.04.060 - Unauthorized use of fire extinguishing devices.

No person shall turn on or otherwise activate any fire hydrant, standpipe, sprinkler system or other extinguishing mechanism or device except at the express direction of a properly authorized representative of the fire department or in case of a present emergency and pending the arrival of the fire department.

CHAPTER 9.08
OFFENSES AGAINST THE PERSON

9.08.010 - Assault and Battery.

(a) Whoever, having the present ability to do so, unlawfully attempts to commit an injury on the person of another, or threatens injury and has the ability to carry out a battery, is guilty of an assault.

(b) Whoever, in a rude, insolent or angry manner unlawfully touches another, is guilty of a battery.

9.08.020 - Reckless Endangerment of Another Person.

It shall be unlawful for a person in a reckless manner to engage in conduct which places or may place another person in danger of death or serious bodily injury.

CHAPTER 9.12
OFFENSES AGAINST PROPERTY

9.12.010 - Petit larceny

(a) A person who steals, takes and carries, leads or drives away the property of another with the intent to deprive the owner or lawful possessor of the property, with the value of said property less than five hundred dollars, is guilty of petit larceny.

(b) For the purpose of this section, "deprive" means to withhold property of another permanently or for such an extended period as to appropriate a major portion of its economic value or with intent to restore the property only upon payment of reward or other compensation, or to dispose of the property so as to make it unlikely the owner will recover the property.

9.12.020 - Shoplifting.

(a) Any person who willfully conceals or willfully takes possession of goods offered for sale by a wholesale or retail store or other mercantile establishment without the knowledge or consent of the owner and with intent to convert the goods to his own use without paying the purchase price is guilty of shoplifting.

(b) Any peace officer, merchant or merchant's employee who has reasonable cause for believing a person has committed the crime of shoplifting, as defined under this section, may detain and interrogate such person in a reasonable manner and for a reasonable time.

9.12.030 - Trespassing—Prohibited.

(a) A person is guilty of trespassing if he enters or remains on or in the land or premises of another person, knowing he is not authorized to do so by a posted sign, or after being notified to leave or depart or to not trespass. For purposes of this section, notice is given by:

- (i) Personal communication to the person by the owner or occupant, or his agent, or by a peace officer; or
- (ii) Posting of signs reasonably likely to come to the attention of intruders.

9.12.040 - Trespassing—School grounds or buildings.

(a) It is unlawful for a person, not a student, faculty member or employee of a particular school within the Town or a person not authorized by a school official, unless attending or participating in scheduled activities open to the public, to enter or remain upon school grounds or buildings.

(b) It is unlawful for any person to remain on school grounds or buildings within the Town after having been asked to leave by a school official.

9.12.060 - Tearing down authorized notices prohibited.

No person shall, without authority, tear down or deface any ordinance, bill, public notice, advertisement or any other paper of a business of legitimate character lawfully posted within the Town.

9.12.070 - Pits, traps and deadfalls - Prohibited when.

No person shall willfully prepare a deadfall, dig a pit or arrange a trap with the intent to injure another's person or property.

9.12.080 - Injuring, defacing and destroying property of another.

No person shall willfully injure, deface or destroy or attempt to willfully injure, deface or destroy any building or fixture of, or injure, destroy or secrete any goods, chattels or valuable papers of another, or take down, injure or remove any monument, street sign or any tree marked

as a boundary of any land or Town lot, or destroy, deface or alter the marks of any monument or street sign, or injure or destroy any fence, fountain, shade or fruit tree or any other public or private property, or deface any sidewalks with painted or printed handbills or signs, posters or advertisements.

9.12.090 - Defrauding public establishment.

(a) A person who, with intent to defraud, procures food, drink, services or accommodations at a public establishment without paying, in accordance with his agreement with the public establishment is guilty of a misdemeanor. Ass used in this section:

- (i) "Agreement with a public establishment" means a written or verbal agreement on the price charged for, and the acceptance of, food, beverages, service or accommodations, where the price charged is printed on a menu or schedule of rates shown to or made available by the public establishment to the patron. Acceptance of food, beverages, service, or accommodations for which a reasonable charge is made is an agreement with a public establishment.
- (ii) "Public establishment" means an establishment selling or offering for sale, prepared food or beverages, leasing or renting overnight sleeping accommodations to the public generally or providing entertainment or recreational services upon the payment of a specified fee. "Public establishment" includes theaters, recreational facilities, restaurants, cafes, coffee shops, boardinghouses, hotels, motor hotels, motels, and rooming houses, unless the rental thereof is on a month-to-month basis, or for a longer period of time.

9.12.100 - Theft of services.

A person who, with intent to defraud, obtains services, including public rides, which he knows are available only for compensation, without paying for the services is guilty of a misdemeanor.

CHAPTER 9.20
OFFENSES AGAINST PUBLIC PEACE

9.20.010 - Disturbing the peace—Described—Prohibited.

- (a) A person is guilty of disturbing the peace if he:
 - (i) Causes, provokes or engages in any physical fight or brawl so as to endanger the life, limb, health or property of another person;
 - (ii) Disrupts any lawful assembly or meeting of persons without having the lawful authority to do so;
 - (iii) Obstructs pedestrian or vehicular traffic without lawful authority to do so, or refuses or intentionally fails to cease such activity when ordered to do so

by a police officer or other lawful authority known to be such. "Obstruct" means to render impassable, and the subject passersby to unreasonable inconvenience or hazard;

- (iv) Commits any act in a violent or tumultuous manner toward another person, whereby the property of any person is placed in danger of being destroyed or damaged;
- (v) Fails to obey a lawful order to disperse by a police officer, where one or more persons are disturbing the peace in the immediate vicinity, and the public health and safety is threatened;
- (vi) Resists or obstructs the performance of duties by any police officer, fireman or other authorized official of the Town;
- (vii) Interferes with another person's pursuit of a lawful activity by threats of or acts of violence;
- (viii) Uses threatening, abusive or obscene language or violent actions with knowledge or probable cause to believe he will disturb the peace.

(b) No person shall knowingly permit upon any premises owned or possessed by him or her, or under his order or control, any person disturbing the peace as defined in this section.

9.20.020 - Fighting at public gatherings.

(a) No person shall engage in a physical fight, provoke a fight or create or cause disturbance in any public gathering, or place of public gathering within the Town.

(b) For the purposes of this section, "public gathering" means any assemblage of people gathered together for a lawful purpose or purposes. "Place of gathering" means any building, structure, enclosure or open place where people are accustomed to gather together for any lawful purpose.

9.2 0.021 Public Intoxication.

(a) It shall be unlawful for any person to be in a state of intoxication on any highway, street or other public place.

(b) Intoxication is defined as under the influence of alcohol or scheduled drugs.

(c) Public place shall include private property outside a building or dwelling. Open porches and decks are part of the outside of the building which is within site or hearing of members of the public

9.20.030 - Telephone calls.

(a) Whoever in calling on any telephone in the Town fails to give his true name and true address if requested or shall use any telephone for the purpose of using threatening, abusive or obscene language or for any other rude behavior, or for the purpose of interrupting, disturbing

or harassing any citizen or inhabitant, or for the purpose of coercing or frightening any inhabitant of the Town is guilty of a breach of peace.

(b) No person by means or use of the telephone shall disturb or tend to disturb the peace, quiet or right of privacy of any other person or family by repeated and continued anonymous or unidentified telephone messages intended to harass or disturb the person or family to whom the call is directed or by a single call or repeated calls, use obscene, profane, indecent or offensive language, or suggest any lewd or lascivious act over or through a telephone in the Town.

(c) No person shall, by means of a telephone, attempt to extort money or other thing of value from any person or family by means or use of the telephone, or to threaten any physical violence or harm to any person or family.

(d) Any person who induces any other person to abuse telephone service is guilty of provoking a breach of peace.

(e) The normal use of the telephone for the purpose of requesting payment of debts or obligations or for other legitimate business purposes shall not constitute a violation of subsections A or C of this section if in compliance with Federal or State law.

9.20.040 - Definitions for Sections 9.20.050 through 9.20.080.

For the purposes of Sections 9.20.050 through 9.20.080 the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

(a) "Affray" means the fighting of two or more people in a public place.

(b) "Announced" means any funeral for which there has been a notice of the commencement time and place of the funeral:

- (i) Published in a newspaper regularly printed on at least a weekly basis within the Town; or
- (ii) Conspicuously posted on the property where the funeral is to be held.

(c) "Funeral" means the ceremonies, services, memorial services and processions, including vehicular processions, held in connection with the death, burial or cremation of any deceased person.

(d) "Picketing" means protest activities engaged in by a person or persons stationed before or about a cemetery, mortuary, church, mosque, synagogue, temple, other place for religious observances or other place for announced funeral services, within one hour prior to, during, and two hours following commencement of a funeral.

(e) "Riot" means a tumultuous disturbance of the peace by three or more persons assembled and acting with a common interest, either in executing a lawful enterprise in a violent

or turbulent manner, to the terror of the people, or in executing an unlawful enterprise in a violent or turbulent manner.

(f) "Rout" means a meeting of three or more persons with the intention of cooperating in the forcible and violent execution of some unlawful enterprise, and making advances toward the commission thereof.

(g) "Soliciting" means to distribute any written materials.)

9.20.050 - Affrays, riots or routs.

No person shall participate in any affray, riot or rout.

9.20.060 - Incitement to crime.

No person shall in any manner or by any means incite, advise, advocate, suggest or encourage crime, and in so doing create thereby a clear and present danger that same will be committed, whether action may follow such incitement or not.

9.20.070 - Funeral picketing.

- (a) It is the purpose of this section to:
 - (i) Protect the privacy of grieving families within one hour prior to, during and two hours following commencement of funerals;
 - (ii) Preserve the peaceful character of cemeteries, mortuaries, churches, mosques, synagogues, temples, other place for religious observances, or other places for funeral services within one hour prior to, during and two hours following the commence of funerals;
 - (iii) Protect and preserve public safety for those attending funerals, those picketing, the general public, neighboring property owners and businesses, and public and private property interests;
 - (iv) Protect the rights of those attending funerals to peaceably and freely assemble and associate, and express and exercise religious beliefs; and
 - (v) Protect the rights of those picketing to peaceably and freely assemble and associate, and express and exercise religious beliefs and political views.

- (b) The Town Council finds that:
 - (i) It is generally recognized that families have a substantial interest in organizing and attending funerals for deceased relatives;
 - (ii) The interests of families in privately and peacefully mourning the loss of deceased relatives are violated when funerals are targeted for picketing and other public demonstrations;
 - (iii) Picketing of funerals causes emotional disturbance and distress to grieving families who participate in funerals;

- (iv) Full opportunity exists under the terms and provisions of this chapter for the exercise of freedom of speech and other constitutional rights at times other than one hour prior to, during and two hours following the commencement of funerals;
 - (v) Full opportunity exists under the terms of this chapter for the exercise of freedom of speech and other constitutional rights at places other than where announced funerals are held, any adjoining sidewalks and adjacent or adjoining streets, or nearby public property as set forth in this chapter;
 - (vi) Emotional disturbance and distress caused by picketing funerals provides substantial risk of physical altercations between those picketing and the family and others mourning the loss of the deceased;
 - (vii) Many places within the Town where funerals are held do not have sidewalks or open public areas large enough to avoid substantial risk of physical altercations between those picketing and the family and others mourning the loss of the deceased;
 - (viii) Streets adjoining and adjacent to places where funerals are held need to and shall be kept free of those picketing for their protection, and to provide access to family and mourners attending funerals; and
 - (ix) The provisions of this chapter promote traffic safety and the orderly movement and access of pedestrians and crowds on sidewalks and streets.
- (c) It shall be unlawful for any person to engage in picketing or in soliciting:
- (i) During the period from one hour prior to, during and two hours following the commencement of announced funerals at any cemetery, mortuary, church, mosque, synagogue, temple, other place for religious observances or other places for funeral services;
 - (ii) On the sidewalk adjoining the property where a funeral or memorial service is held;
 - (iii) In the street or roadway adjoining or adjacent to the property where a funeral or memorial service is held;
 - (iv) On any public area between the property where a funeral or memorial service is held and an adjoining or adjacent street or roadway, including, but not limited to, the curb, nature strip or area between the street and sidewalk (if a sidewalk exists) commonly referred to as an "easement"; or
 - (v) On any public property within one hundred (100) yards of the property where the funeral is held, if any entrance of the building is located on that side of the property.

9.20.080 - Severability.

If any provision of this chapter or the application to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or application. To this end, the provisions of this chapter are severable.

CHAPTER 9.24
OFFENSES AGAINST PUBLIC DECENCY

9.24.010 - Disorderly houses.

(a) For the purpose of this section, "disorderly house" means any public or private building, place, or house of public resort kept or maintained for the exclusive or nonexclusive purpose of carrying on or promoting:

- (i) Prostitution;
- (ii) Illegal gambling;
- (iii) Fighting;
- (iv) Sale, consumption or disposition of liquor or controlled substances, contrary to law; or
- (v) Any other illegal activity, including animal fighting.

(b) It is unlawful for any person to keep or knowingly allow to be kept any disorderly house, by which the peace, comfort or decency of the immediate neighborhood is habitually disturbed.

(c) It is unlawful for any landlord or property manager to keep or knowingly allow to be kept any inn, property, residence, apartment or tenement as a disorderly house.

9.24.020 - Public indecency.

(a) For the purposes of this section, the following definitions shall apply:

- (i) "Sexual intrusion or "sexual intercourse" means:
 - (A) Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse; or
 - (B) Sexual intercourse, cunnilingus, fellatio, anilingus or anal intercourse with or without emission.
- (ii) "Intimate parts" means the external genitalia, perineum, anus or pubes of any person or the breast of a female person.
- (iii) "Sexual contact" means touching, with the intention of sexual arousal, gratification or abuse, of the victim's intimate parts by the actor, or of the actor's intimate parts by the victim, or of the clothing covering the immediate area of the victim's or actor's intimate parts.

(b) A person is guilty of public indecency if, while in a public place where he or she may be reasonably expected to be viewed by others, he

- (i) Performs an act of sexual intrusion or sexual intercourse;
- (ii) Exposes his or her intimate parts; or

- (iii) Engages in sexual contact, with or without consent, with the intent of arousing the sexual desire of himself, herself or of another person.

9.24.040 - Prostitution—Defined—Prohibited.

(a) For the purposes of this section:

- (i) "Prostitution" means knowingly or intentionally performing or permitting, or offering or agreeing to perform, any act of sexual intrusion or intercourse for money or other consideration;
- (ii) "Sexual intrusion" means and is defined as in Section 6-2-301 of the Wyoming Statutes, to wit:
 - (A) Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse, or
 - (B) Sexual intercourse, cunnilingus, fellatio, analingus or anal intercourse with or without emission.

(b) No person shall keep, set up, maintain or operate any place, structure, building or conveyance for the purpose of prostitution, or with knowledge or reasonable cause to know that the same is or is to be used for such purpose, or receive or offer to agree to receive any person in any place, structure, building or conveyance for the purpose of prostitution, or permit any person to remain therein for such purpose.

(c) No person shall direct, take, transport or offer or agree to take or transport, any person to any place, structure or building or to any other person with knowledge or reasonable cause to know that the purpose of such directing, taking or transporting is prostitution.

(d) No person shall reside in, enter or remain in any place, structure or building, or enter or remain in any conveyance for the purpose of prostitution.

(e) No person shall engage in or solicit prostitution, or aid or abet prostitution, by solicitation or by any means whatsoever.

9.24.070 - Invasion of privacy.

No person shall invade or attempt to invade the privacy of another person by resorting to "peeping," which is defined as the stealthy, clandestine or surreptitious visual invasion or attempted visual invasion of a person's privacy.

9.24.080 - Urinating or defecating in public.

It is unlawful, except in the use of appropriate facilities in restrooms designed for public use, for any person to urinate or defecate on any public street or sidewalk, or in any other public place, or in any place open to the public view.

9.24.090 - Spitting in public prohibited where.

No person shall spit upon any public sidewalk or upon the floor of any public conveyance for the transportation of passengers or of any theater, hall, assembly room, public building or building where any considerable number of people gather or assemble together.

CHAPTER 9.28
CONTROLLED SUBSTANCES

9.28.010 - Possession of drug paraphernalia.

It is unlawful for any person knowingly or intentionally to possess controlled substances or drugs as defined by Federal and State law or paraphernalia suitable for the ingestion or consumption of the same, except as otherwise provided by law.

9.28.020 - Inhalation or sale of glue or toxic vapors prohibited when.

(a) No person shall for the purpose of causing or resulting in a condition of intoxication, euphoria, excitement, exhilaration, stupefaction or dulling of the senses or nervous system, shall intentionally smell or inhale the fumes from any glue or similar toxic vapor; or consume or use any otherwise legal substances for a purpose or not in accordance with its legitimate use or purpose as is generally known, used and advertised; provided, that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes, when administered or directed by a licensed physician or dentist.

(b) No person shall for the purpose of violating or aiding another to violate any provisions of this section, intentionally possess, buy, sell, transfer possession or receive possession of any substances herein provided.

CHAPTER 9.32
GAMBLING

9.32.010 - Gambling prohibited.

(a) No person shall permit gambling, as defined by Section 6-7-101 of the Wyoming Statutes, to be played, conducted, dealt or carried on in any building, tent, booth or shed.

(b) In any prosecution for a violation of this section, it shall only be necessary to prove the accused to be the owner or occupant of the building, and the game had been carried on.

CHAPTER 9.40
OFFENSES CONCERNING MINORS

9.40.010 - Definitions.

(a) "Knowingly" means and includes knowledge which a parent should be reasonably expected to have concerning the whereabouts of the minor in the adult's custody.

(b) "Loiter" or "loitering" means remaining idle in essentially one location, and shall include the concepts of spending time idly, to be dilatory, to linger, to stay, to saunter, to delay, to stand around, and shall also include the colloquial expression "hanging around."

(c) "Person" or "persons," as used in Section 9.40.030, means any person and shall not be limited to include parent or parents, legal guardian or legal guardians, but shall include any other person having the care or custody of a child.

9.40.020 - Supervision and care of minors.

(a) It is unlawful for the parent or legal guardian having the care, supervision, control or custody of a person under the age of eighteen years, to knowingly permit or allow, including by insufficient control, such juvenile to loiter or otherwise violate Section 9.40.030.

(b) It shall be no defense to violation of this section the responsible adult was indifferent to the activities, conduct or whereabouts of the juvenile. The provisions of this subsection do not apply if the responsible adult has reasonable and justifiable belief of the whereabouts of a minor or made a missing person notification to the appropriate police authority prior to the juvenile's violation of Section 9.40.030.

9.40.030 - Curfew—Hours—Exceptions.

It is unlawful for any person under the age of eighteen years to loiter, walk, run or ride, or in any other way be on or about any street, avenue, highway, road, sidewalk, curb, gutter, parking lot, alley, vacant lot, park, playground, yard, building, place of amusement or eating place, whether public or private, without the consent or permission of the owner or occupant, during the hours beginning at eleven p.m. to five a.m., unless the juvenile is accompanied by a legal parent or guardian.

9.40.031 - Not in violation—When.

No person shall be charged with a violation of Section 9.40.030 or arrested for, if such person was:

(a) Not loitering; or

(b) In a parked, standing or moving motor vehicle while accompanied by a parent or legal guardian; or

- (c) In a motor vehicle in interstate travel; or
- (d) Engaged in any employment, school, religious activity, or going to or returning from any such activity, or going to or from any other activities of any kind, which are supervised or directed by a parent or adult person over the age of twenty-one years; or
- (e) Returning from, via a direct and uninterrupted route, without detour or stop, an event or activity expressly sanctioned by the parent or legal guardian; or
- (f) When attending or traveling directly to or from an organized activity involving the exercise of first amendment rights of free speech, freedom of assembly or free exercise of religion; or
- (g) Married or an emancipated minor; or
- (h) Involved in a life or property-threatening emergency.

9.40.032 - Determination of enforcement action.

Before taking any enforcement action under Section 9.40.030, a police officer shall ask the apparent offender's age and purpose of his location. The officer shall not issue a citation or make an arrest under Section 9.40.030 unless the officer reasonably believes an offense has occurred and based upon any response and other circumstances and no other defense or reason exists.

9.40.130 - Nuisance declared.

Abandoned, unattended or discarded iceboxes, refrigerators and other containers are a constant menace to the health, welfare and safety of the children of the Town and are declared to be a nuisance.

9.40.140 - Abandoned refrigerators and similar containers prohibited when.

It is unlawful for any person to leave outside of any building or dwelling in a place accessible to children any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight door, or lock which may not be released for opening from the inside of the icebox, refrigerator or container. It is unlawful for any person to leave outside of any building or dwelling in a place accessible to children any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight snaplock or other device thereon without first removing the snaplock or doors from the icebox, refrigerator or container.

9.40.150 - Definitions.

(a) "Tobacco products" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

(b) "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

9.40.160 - Prohibited sales or delivery.

(a) No person shall sell, offer for sale, give away or deliver tobacco products to any person under the age of eighteen years. Tobacco products shall be, to the extent possible, kept behind a counter or otherwise made inaccessible to purchasers of the tobacco product, and control and access to the tobacco product in the business establishment shall be maintained by the retailer, his agent or employee.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

- (c) It is an affirmative defense to a prosecution under subsection A of this section that:
- (i) In the case of a sale, the person who sold the tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the tobacco product as being over eighteen years of age; or
 - (ii) The tobacco product was given or delivered to the person under eighteen years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

9.40.170 - Posted notice required; location of vending machines.

(a) Any person who sells tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of tobacco products to persons under eighteen years of age is prohibited by law.

- (b) No person shall sell or offer tobacco products through a vending machine unless the vending machine is located in:
- (i) Businesses, factories, offices or other places not open to the general public;
 - (ii) Places to which persons under the age of eighteen years of age are not permitted access; or

(iii) Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under eighteen years of age is prohibited.

(c) Any person violating subsection A or B of this section is guilty of a misdemeanor punishable by a fine of not more than one hundred dollars. Each day of continued violation shall be deemed a separate offense.

9.40.180 - Purchase by minors prohibited.

(a) No person under the age of eighteen years shall purchase tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing tobacco products.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service, if available.

9.40.190 - Possession or use by minors prohibited.

(a) It is unlawful for any person under the age of eighteen years to possess or use any tobacco products.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.

(c) It is an affirmative defense to a prosecution under subsection A of this section that the defendant possessed or used the tobacco product in the home of, or under the direct supervision of, a parent or guardian.

9.50.150 - Definitions.

(a) "Alcohol products" means any substance of liquor or malt beverage for consumption.

(b) For purposes of this section, "ethyl alcohol" means any substance which is or contains ethyl alcohol.

9.50.160 - Prohibited sales or delivery.

(a) No person shall sell, furnish, give or cause to be sold, furnish or give away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient or member of his own immediate family.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(c) Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:

- (i) Possess any alcoholic liquor or malt beverage;
- (ii) Purchase or attempt to purchase any alcoholic liquor or malt beverage;
- (iii) Solicit another person to purchase alcoholic liquor or malt beverage;
- (iv) Consume any ethyl alcohol;
- (v) Have measurable blood, breath or urine alcohol concentration in his body;
or
- (vi) Enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older.

(d) This section shall not apply to possession of alcoholic liquor or malt beverages or consumption of ethyl alcohol by a person under the age of twenty-one (21) years in accordance with this title:

- (i) Who is in the physical presence of his parent, spouse or legal guardian who is twenty-one (21) years of age or older;
- (ii) As party of a church's or religious organization's religious services; or
- (iii) For medicinal purposes if the alcoholic liquor, malt beverage or ethyl alcohol is furnished:
 - (A) By the person's parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
 - (B) Pursuant to a lawful prescription.

(e) The prohibitions against possession of alcoholic liquor or malt beverages by a person under the age of twenty-one (21) years specified in this section shall not apply:

- (i) When the person is making a delivery of alcoholic liquor or malt beverages pursuant to his employment;
- (ii) When the person is serving alcoholic liquor or malt beverages pursuant to his employment in a restaurant which holds a license to serve alcoholic liquor or malt beverages, if the person is at least eighteen (18) years of age. The term "serving" in this paragraph does not include the mixing or dispensing of alcoholic beverages; or
- (iii) To a person who is a licensee under this title.

(f) Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(g) Any person who violates this section, or aids, abets or incites any violation hereof is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(h) A motor vehicle driver’s license or valid picture identification card issued by any state, territory or possession of the United States, the District of Columbia or the Commonwealth or Puerto Rico, a permanent resident card issued by the United States citizenship and immigration services, a valid picture identification card issued to a member of the armed forces or an internationally accepted passport document with a discernible date of birth and photograph is prima facie evidence of the age and identity of a person. Proof that a licensee or his employee or agent demanded, was shown and acted in reasonable reliance upon the information contained in any one (1) of the above documents as identification is a defense to any criminal prosecution or action for the suspension or revocation of a license.

CHAPTER 9.44
WEAPONS

9.44.010 - Throwing of stones and other missiles prohibited when.

No person shall throw any stone or other missile upon or at any building or any public or private property, or upon or at any person or upon or at any vehicle, within the Town.

9.44.020 - Weapons.

(a) Authority and Purpose: This ordinance is enacted pursuant to the authority vested in the Town of Mills, Wyoming, to regulate weapons as provided in Wyoming Statutes Sections 6-8-401 and 15-1-103(a)(xviii), in order to prevent conduct which disturbs or jeopardizes the public health, safety, peace or morality by the wearing or carrying of concealed weapons except as provided by state law and the carrying of weapons in or to meetings of the Town of Mills as provided herein.

- (b) For the purposes of this section, the following terms shall be defined as follows:
 - (i) "Action" means the transaction of official business by the Mills Town Council or any agency of the Town of Mills, including a collective decision of the governing bodies thereof, a collective commitment or promise by any such governing body to make a positive or negative decision, or an actual

- vote by any such governing body upon a motion, proposal, resolution, regulation, rule, order or ordinance.
- (ii) "Agency" means the Town Council and any other authority, council, bureau, board, commission, committee, or subagency of the Town of Mills.
- (iii) "Deadly weapon" shall be defined as it is under Wyoming state law, and shall include, but not be limited to, any firearm, bow, crossbow, or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, , or explosive device, or any functioning replica of any such deadly weapon.
- (iv) "Law enforcement officer" means and includes any federal, state, county, town or Mills official vested with the authority or duty to enforce any criminal law or to make arrests for crime, whether that duty extends to all crimes or is limited to specific crimes.
- (v) "Meeting" means an assembly of at least a quorum of the governing body of an agency which has been called by proper authority of the agency for the purposes of discussion, deliberation, presentation of information, or taking action regarding public business.

9.44.030 - Discharge of firearms and other weapons.

(a) No person shall discharge any firearm, within the limits of the Town, except in self-defense, or in the case of a law enforcement officer or other authorized civil officer, Wyoming Game and Fish personnel, or a member of the Armed Forces of the United States of America or the state in the discharge of his official duty, or within an area or zone designated by the Town Council by written agreement or lease for recreational or instructional purposes.

(b) No person shall discharge any , bow, crossbow or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, within the limits of the Town that causes damage to any property of another, or would be recognized by a reasonable person to be a safety hazard to others.

(c) An animal control officer, or Wyoming Game and Fish personnel, in the course of his/her official duty, may discharge a chemical tranquilizer gun for the purpose of capturing animals as authorized by law.

(d) If all other methods of extermination have failed, or are impractical due to public peace, health, safety and welfare considerations, the Mayor or his/her designee, may authorize certain individuals to discharge firearms within the limits of the Town, for the purpose of controlling non-protected and nongame animals and birds, which are a nuisance or are threatening property or persons. This authorization may also be given for game animals, when and as authorized by law. The authorization shall be in writing. The authorized individual must have this authorization in his/her possession at all times while in the act of controlling animals or birds.

(e) The Mayor or his/her designee may grant written permission to those individuals in possession of valid big game licenses to utilize said licenses on Town-owned lands. The Mayor or his/her designee shall notify the Mills police division of his/her decisions.

(f) The Mayor or his/her designee may grant written permission to certain lessees of Town-owned properties for discharge of firearms and other weapons, during events such as sports shows and expositions. Lessees must provide written proof of insurance as required by the lease agreement.

CHAPTER 9.48
MISCELLANEOUS OFFENSES

9.48.010 - Camping restricted.

No person shall camp within the Town, other than at a regularly established and maintained tourist camping area. Owners of property and their immediate family may temporarily camp on their property for no more than five days. Temporary venues and times as approved by the Town Council may be allowed by special resolution.

9.48.020 - Barbed wire fences prohibited where.

No person shall erect or cause to be erected or maintain any barbed wire, razor wire, or other similar sharp pointed metal fence, electric fence or any nature of a fence so constructed as to be potentially dangerous to human beings, along or adjacent to any public street below the height of six feet from ground level, provided, however, in residential districts barbed wire, razor wire, or other similar sharp pointed metal fences, electric fence or any nature of fence so constructed as to be potentially dangerous to human beings are entirely prohibited.

9.48.040 - Jumping or diving off bridges in the Town—Prohibited.

No person shall jump, dive, or cause or assist another person to jump, or dive from any bridge within the Town of Mills.

9.48.050 - Littering, dumping of objects, or polluting.

It shall be unlawful for any person to throw, dump, place or dispose in any manner upon any highway, street, alley, public property, or road right of way garbage, trash, litter, rubbish, debris, carcass parts of dead animals, wrecked or abandoned vehicles or similar apparatuses, equipment or machinery or parts of equipment or machinery, cans, scrap iron, glass, bottles, paper, cardboard, cellophane, refuse or burning cigarettes or other burning objects, or cigarettes not lit, or any substance which would likely injure a person, animal, vehicle or which would in any way detract from the appearance of the land within any highway, street, alley, public property or road white right-of-way.

CHARTER ORDINANCE NO. 2020-1

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-3-104**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-3-104 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-3-014 provides:

15-3-104. Temporary continuation of existing government.

The government of the city shall continue in authority until the reorganization, which shall be effected by the holding of a regular election under the provisions of law. The governing body may divide the city into not less than three (3) wards to take effect prior to the election.

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-3-014 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the ____ day of November 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-2

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-5-101 et seq.**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-5-101 through WS § 15-5-122 deal with Civil Service Commissions for Fire and Police Departments, and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions noted above.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-5-101 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-3

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-202**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-202 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-202 provides:

15-11-202. Councilmen in first class city.

(a) At the first election in a city which has divided into wards two (2) or three (3) councilmen shall be elected from each ward for the following terms:

(i) If two (2) councilmen are elected from each ward, one (1) councilman shall serve a two (2) year term and one (1) councilman shall serve a four (4) year term;

(ii) If three (3) councilmen are elected from each ward, one (1) councilman shall serve a two (2) year term and two (2) councilmen shall serve a four (4) year term;

(iii) The terms of office shall be determined by lots cast by the council at its first meeting.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the Town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-202 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-4

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 22-23-103**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § WS § 22-23-103 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 22-23-103 provides:

22-23-103. Division of city into wards; residency.

(a) A city may be divided into wards by ordinance of the governing body of the city. The wards shall be compact in form and as nearly equal in population as possible.

(b) Except as provided in subsection (c) of this section, a person shall not be a candidate for the council from a ward for the purpose of meeting residency requirements for the city ward, unless he has been a resident of that ward for at least one (1) year next preceding his election.

(c) In any general election year in which city wards are redrawn but not enacted into law at least one (1) year prior to the applicable filing periods, a person may be a candidate for a ward if he:

(i) Is a resident of the city on the date he files an application under W.S. 22-5-204 or a petition under W.S. 22-5-301; and

(ii) Has been a resident of the city for at least one (1) year next preceding his election.

(d) A person seeking election from a ward as provided under subsection (c) of this section, including a councilman whose term otherwise would expire as a result of completing his term of office, shall be a resident of the ward at the time he takes office.

(e) Following the redrawing of ward boundaries, a councilman whose term of office does not expire following the next general election shall continue to serve until the completion of his term.

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 22-23-103 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-5

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-103**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-103 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills, Wyoming, and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-103 provides:

15-11-103. Officers of first class city; terms; how elected.

The elective officers of a first class city, not including a city adopting the commission or city manager form of government, are a mayor and the number of councilmen determined by the governing body of the city when they provide for the number of wards in the city. The term of office of the mayor and a councilman is four (4) years and until his successor is qualified. The mayor shall be elected at large and the councilmen shall be elected at large or by wards or by a combination of at large and ward election districts. The governing body of the city shall determine by ordinance at the time wards are created or reorganized whether individual, multimember or at large election districts shall be provided. The districting system, as approved by the council to apply uniformly to the entire city, may provide individual member election districts, multimember election districts which do not exceed three (3) council members per district, or that a portion of the entire membership of the council not to exceed one-third (1/3) of the total members shall be elected from an at large district constituting the entire city. Once established, the districts, except to modify boundaries because of population changes and to encompass annexed territory, shall not be altered or amended more often than each ten (10) years or when the state reapportions.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide

that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-103 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-6

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-103 IN REGARD TO TERMS**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-103 deals, in part, with Officers of first class city terms.

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-103 provides, in part:

15-11-103. Officers of first class city; terms; how elected.

The elective officers of a first class city, not including a city adopting the commission or city manager form of government, are a mayor and the number of councilmen determined by the governing body of the city when they provide for the number of wards in the city. The term of office of the mayor and a councilman is four (4) years and until his successor is qualified. . .

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions regarding terms system of office to the extent provided for below under Ordinance Section 2.04.070:

2.04.070 Conduct of Members of the Governing Body

Members of the Town Council shall all times conduct themselves with the decorum required of the office. No member shall disparage the Council or individual Councilpersons at any time. Members of the Council shall:

- (a) Attend all Council meetings of which they have notice unless a matter of sufficient importance precludes them from doing so, in which case they shall provide notice to the Town Clerk of their anticipated absence as soon as practical. In no case shall a Councilperson miss more than 25% of regular Town Council work session and general sessions in any one year.
- (b) Excuse themselves from matters in which they have a direct financial interest or personal conflict.
- (c) Make reasonable efforts to remain informed of Town Council business and matters at all times.
- (d) Accept such appointments as the Town Council shall make of individual Councilpersons.
- (e) Perform those duties ordinarily and customarily incumbent upon a Town Councilperson.

(f) Town Councilpersons shall submit to the same drug testing policies and procedures as Town of Mills employees with it a positive test indicating illegal or impairing drug use being deemed improper conduct in office.

(g) Should 75% of the Town Council judge that a Councilperson has failed in to perform in accordance with the provisions set forth above, the Town Council may take censure the Town Councilman as the Town Council sees fit, including fining said Town Councilman an amount not in excess of \$750.00. Should the Council, by unanimous consent, view an action as warranting removal, the Town Council may vote to remove a Town Councilman with the removal taking effect immediately upon the Town Council so voting.

(h) Should 35% of the registered voters in the Town of Mills sign a petition to have a member of the governing body removed the Council must have a hearing on the same within thirty (30) days of the petition being received and the signatures verified. Any vote to remove the Councilman shall be by unanimous consent. A vote to remove a Councilperson under this section shall take effect immediately.

(i) No Councilperson may be removed through these provisions except through a hearing in which the Councilperson has a right to participate and provide testimony and evidence.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-103 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk



ASSIGNMENT AGREEMENT

Collection Professionals Inc. (CPI) is a licensed debt collection agency operating in accordance with all applicable federal, state and local laws; the undersigned (hereinafter referred to as "Client") has hired CPI for the purpose of providing collection services.

THIS DEBT COLLECTION AGENCY AGREEMENT is made as this 29th day of September, 2020, by and between (Client Name): City of Mills, WY, and Collection Professionals Inc (CPI).

Subject to and in consideration of the terms and conditions of this Assignment, CPI and Client agree as follows:



ARTICLE 1. GENERAL

1.1 Contractor Relationship. Client hereby retains CPI as an independent contractor to collect its Delinquent Accounts as further set forth herein. The relationship between Collector and Client shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have any authority or capacity to make or alter any Agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other except as specifically set forth herein. Neither Collector nor Client will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each of Collector and Client shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. CPI and Client each assume full responsibility for their own compliance with any and all applicable laws, ordinances, rules and regulations, including, without limitation, Collector's obligation to comply with the Federal Fair Debt Collection Practices Acts, and the rules promulgated thereunder, each as amended from time to time.

1.2 Term. The term of this agreement is effective only when signed by both parties and applies only to the accounts assigned by client to CPI.

1.3 Assignment. CPI has the right to assign this Agreement and its rights and obligations hereunder in whole to any corporation or other entity with or into which CPI may hereafter sale, merge or consolidate or to which the company may transfer all or substantially all of its assets.

ARTICLE 2. COLLECTIONS

2.1 Assignment of Accounts. Client assigns and transfers all rights and interests with all delinquent accounts assigned to CPI for collections. Client further grants to CPI the exclusive right to collect assigned accounts together with Interest thereon, with full authority to perform all acts deemed necessary as contained herein sole discretion to collect the assigned accounts.

2.2 Responsibilities of CPI. Upon receipt of the Collection Information, Collector shall use its best efforts to secure recovery on such Delinquent Accounts referred by Client in a timely manner, including, but not limited to the following: (i) contacting Responsible Parties via phone or written correspondence; (ii) reviewing Uniform Billing Forms; (iii) locating and identifying the Responsible Party, and (iv) such other duties available under Federal and state law Collector deems necessary or desirable to secure recoveries on the Client's Delinquent Accounts.

2.3 Responsibilities of Client. Client shall (i) assure that Collector receives all Collection Information on the Delinquent Accounts referred to Collector in a timely manner with the Collector assuming no liability for the failure to secure recovery on Delinquent Accounts that the Client does not refer in a timely manner, (ii) fully cooperate with Collector in its efforts to collect the Delinquent Accounts; (iii) sign all liens, releases, satisfactions, and all other documents reasonably requested by Collector promptly after Collector's request; (iv) immediately refer to Collector all inquiries and settlement offers with respect to the Delinquent Accounts; (v) comply with Collector's requests for documentation, itemized bills, and request for the Client to re-bill Delinquent Accounts to the Responsible Party and all other documents necessary or requested by Collector to collect the Delinquent Accounts; and (vi) represents and warrants that each assigned account and amount assigned represents a legal debt which is in fact due and owing to client.

2.4 Funds Received. CPI is authorized by this assignment to endorse client's name for deposit on any payments received. Client agrees to immediately notify CPI on any payment directly received from the debtor.

2.5 Authority to Settle. CPI shall not settle or compromise any account without approval from client.

2.6 Return of Delinquent Accounts. CPI shall return to Client, and shall discontinue performing any further collection services on, any delinquent account upon Client's request of same. CPI shall be entitled to retain at our sole discretion all monies related to said account under agreement herein.

ARTICLE 3. COLLECTION FEE

3.1 Payments. When an account is sent for legal action, client agrees that court costs and attorney fees may also be recovered by CPI, with court cost and attorney fees being paid prior to application of payments to the principle amount of the debt. Assignor agrees to notify CPI if any direct payments are received from a consumer or third party paying for a consumer after the date of the assignment. CPI shall be entitled to a portion of the amount paid according to the schedule set forth below.

3.2 Fee Schedule on Collected Accounts. In consideration of CPI's services hereunder, CPI shall be paid as described below:

Assigned Accounts	Legal Action Accounts	Forwarded Accounts
(Any account assigned)	(Account assigned by which legal action has commenced)	(Account forwarded to out of state agency for collection)
25%*	40%*	40%*

*% of monies collected and applied to Principle Balance

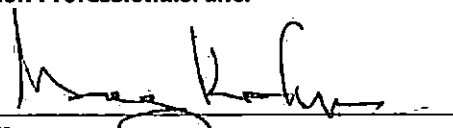
3.3 Statements. Within fifteen (15) days of the end of any given month, CPI shall remit to client a statement showing the total collections for the past month. Itemized by patient account, and collection fees for its services with respect thereto. In addition, CPI shall remit to client a check for all sums received by CPI for the preceding collection month minus any amounts due or past due for fees as described in Section 3.2 above from this monthly remittance.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Client Name: City of Mills, WY

Collection Professionals, Inc.

Name of Client:



Signature

Signature

Printed Name:

Greg Kohn

Printed Name

Title

Sales

Title

Client Information:

Attention:

City of Mills, WY

Collection Professionals Inc.
1736 Sheridan Ave. P.O.Box 1340
Cody, Wyoming 82414

Business Name

Phone: 307-587-4761

800-584-9153

Fax: 307-587-4981

Contact Person

PO Box 789

Address

Mills WY 82644

City State Zip

307-439-1244

Phone # Fax #



Authorization for Legal Assignment

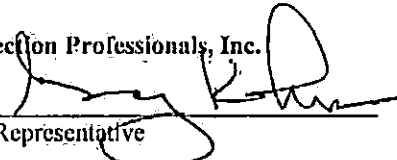
The following is an agreement between City of Mills, WY hereinafter referred to as "CLIENT," and **Collection Professionals, Inc. and/or dba Check Solutions.**

Except as herein specified, CLIENT agrees to place delinquent accounts and/or dishonored checks with Collection Professionals, Inc. for collection. Either party may terminate this agreement with thirty days written notice.

CLIENT hereby transfers, sets over and assigns unto Collection Professionals, Inc. all rights, titles and interest to claims arising from all accounts and/or dishonored checks to be assigned for collection with full power to collect, sue, compromise, endorse remittance or settle said claims in the name of Collection Professionals, Inc. for the benefit of the CLIENT.

A copy of the regularly kept business records will be submitted for each account assigned to Collection Professionals, Inc. and so noted and dated. All sums assigned to Collection Professionals, Inc. will be justly due and owing at the time each account is assigned.

In the event that said parties should enter into legal dispute, each party shall bear their own court costs and attorney fees.

Collection Professionals, Inc.


CPI Representative

Client Representative

Greg Kohn
Printed Name

Printed Name

9/29/2020
Date

Date

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made November 12, 2020, by and between Advanced Geotechnical Solutions, Inc., a Wyoming Corporation, having its principal office located at 2435 King Boulevard, Casper, WY 82604, (hereinafter referred to as "AGS") and the Town of Mills having their principal address located at 704 Fourth Street, Mills, Wyoming 82604, (hereinafter referred to as "CLIENT"), in consideration of the mutual covenants contained herein, the parties agree as follows:

The CLIENT hereby engages AGS and AGS hereby agrees to perform the services described in Attachment A, attached hereto, under the terms and conditions hereinafter specified:

1: INDEPENDENT CONSULTANT STATUS

Except as may otherwise be noted herein, AGS shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this AGREEMENT. It is specifically understood that, irrespective of any assignability provisions, AGS may retain subcontractors to perform services usually performed by subcontractors and should AGS determine it appropriate or necessary to rely on a subcontractor where it is not customary to do, AGS shall obtain prior written approval or subsequent written confirmation from CLIENT.

2: INTEGRATION

This AGREEMENT comprises a final and complete repository of understanding between CLIENT AND AGS. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meanings and intents. Acceptance of this AGREEMENT as provided for below signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. CLIENT and AGS agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

3: GOVERNING LAW

The law of the State of Wyoming will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

4: ASSIGNMENT

Neither party to this AGREEMENT shall assign its duties and obligations hereunder without the prior written consent of the other party.

5: NOTICES

Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or is sent by registered or certified mail to the business address identified above.

6: SEVERABILITY

- A. CLIENT and AGS have entered into this AGREEMENT of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this AGREEMENT later held to violate the law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- B. However, CLIENT and AGS will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

7: STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by AGS and its employees under this AGREEMENT will be the care and skill ordinarily used by members of AGS's profession practicing under the same or similar circumstances at the same time and in the same locality. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise in connection with AGS's services.

8: COMPLIANCE WITH CODES AND STANDARDS

AGS's professional services shall be consistent with sound engineering practices and shall incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time AGS rendered their services. In the event of a change in laws, regulations, etc., of which AGS becomes aware and believes affects their work for CLIENT, AGS shall inform CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either CLIENT or AGS believes the change requires a renegotiation of this AGREEMENT, both CLIENT and AGS agree to bargain promptly and in good faith, to permit AGS to continue to meet CLIENT's needs. If a renegotiated contract cannot be agreed to, CLIENT agrees AGS has an absolute right to terminate this AGREEMENT.

9: OWNERSHIP OF INSTRUMENTS OF SERVICE

- A. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by AGS as instruments of service shall remain the property of AGS. AGS shall retain these records for a period of 6 (six) months following submission of their report, during which period they will be made available to CLIENT at all reasonable times. If CLIENT wishes AGS to retain documents for a longer period of time, CLIENT shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for AGS's maintenance of such documents beyond the time period otherwise prevailing. CLIENT recognizes that no such documents should be subject to unauthorized reuse, that is, reuse without written authorization of AGS to do so.
- B. The CLIENT agrees that all documents and other work furnished to the CLIENT or their agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.
- C. AGS will return to the CLIENT within thirty (30) days of completion of the work, all documents provided by the CLIENT.

10: INFORMATION PROVIDED BY OTHERS

- A. AGS shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to AGS such information as is available to CLIENT. CLIENT recognizes that it is impossible for AGS to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- B. Accordingly, CLIENT waives any claim against AGS, and agrees to defend, indemnify and hold AGS harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to AGS by CLIENT.
- C. Further, CLIENT agrees to compensate AGS for any time spent or expenses incurred by AGS in defense of any such claim, with such compensation to be based upon AGS's prevailing fee schedule and expense reimbursement policy.

11: OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinion of probable project cost or probable construction cost provided by AGS are made on the basis of information available to AGS on the basis of AGS's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since AGS has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over competitive bidding or market conditions, AGS does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost AGS prepares.

12: JOBSITE SAFETY

- A. Insofar as jobsite safety is concerned, AGS is responsible solely for their own and their employees' activities on the jobsite, but this shall not be construed to relieve AGS and/or CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite.
- B. Neither the professional activities of AGS, nor the presence of AGS or their employees and subcontractors, shall be construed to imply AGS has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- C. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT and/or OWNER's AGREEMENT with the General Contractor. CLIENT also warrants that AGS shall be made an additional insured under the General Contractor's general liability insurance policy.

13: HAZARDOUS MATERIALS

Owner represents to AGS that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to AGS the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that AGS's scope of services does not include services related in any way to hazardous materials. In the event AGS or any other party encounters undisclosed hazardous materials, AGS shall have the obligation to notify CLIENT and, to the extent required by law of regulation, the appropriate governmental officials, and AGS may at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that AGS is performing professional services for CLIENT and that AGS is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with AGS's services under this AGREEMENT. If AGS's services hereunder cannot be performed because of the existence of

hazardous materials, AGS shall be entitled to terminate this AGREEMENT for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AGS, its officers, directors, partners, employees, and sub-consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such costs, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

14: BILLING AND PAYMENT

- A. CLIENT recognizes that time is of the essence with respect to payment of AGS's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.
- B. CLIENT shall pay AGS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by AGS from time to time but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify AGS within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.
- C. CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by AGS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.
- D. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on AGS's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, AGS, may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in SECTION 19, SUSPENSION) or terminate this AGREEMENT (as provided for in SECTION 20, TERMINATION).

15: LEGAL RIGHT OF ENTRY

CLIENT shall provide for AGS's right to enter from time to time property owned by CLIENT and/or other(s) in order for AGS to fulfill the scope of services indicated hereunder. CLIENT understands that use of equipment may unavoidably cause some damage to the surface the correction of which is not part of this AGREEMENT.

16: UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for the location of public underground utilities. In addition, CLIENT shall notify AGS of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of public utilities. AGS shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against AGS and will indemnify and hold AGS harmless from any claim of liability, injury or loss caused by or allegedly caused by AGS's damaging of underground utilities that are not properly marked or are not called to AGS's attention prior to beginning the underground sampling/testing.

17: CHANGED CONDITIONS

- A. CLIENT has relied on AGS's judgment in establishing the scope of work and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on AGS's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to AGS.
- B. Should AGS call for contract renegotiation, AGS shall identify the changed conditions which in AGS's professional judgment make such renegotiation necessary, and AGS and CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT to help permit AGS to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that AGS has an absolute right to terminate this AGREEMENT.

18: DELAYS

- A. In the event that AGS's field or technical work is interrupted due to causes beyond their control, AGS shall be compensated for the labor, equipment and other costs AGS incurs in order to maintain their workforce for CLIENT's benefit during the interruption, or – at CLIENT's option – the various costs AGS incurs for demobilization and subsequent remobilization. Compensation to AGS shall be based upon AGS's prevailing fee schedule and expense reimbursement policy.

- B. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and AGS shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.
- C. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this AGREEMENT subject to renegotiation or termination.
- 19: SUSPENSION**
- A. Upon seven (7) calendar days' written notice to AGS, CLIENT may suspend AGS's work. If payment of AGS's invoices are not maintained on a thirty (30) calendar day current basis by CLIENT, AGS may by seven (7) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis.
- B. Suspension for any reason exceeding forty-five (45) calendar days shall, at AGS's option, make this AGREEMENT subject to renegotiation or termination as provided for elsewhere in this AGREEMENT.
- C. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and AGS, and AGS shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to AGS shall be based upon AGS's prevailing fee schedule and expense reimbursement policy.
- 20: TERMINATION**
- A. CLIENT or AGS may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs AGS incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- B. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate AGS for services rendered and costs incurred, in accordance with AGS's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.
- 21: INSURANCE**
- A. AGS declares that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that AGS has such coverage under public liability and property damage insurance policies which AGS deems to be adequate.
- B. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, AGS agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by AGS, its agents, staff, and consultants employed by it. AGS shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
- D. AGS shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.
- 22: CONSEQUENTIAL DAMAGES**
- CLIENT shall not be liable to AGS and AGS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or AGS, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

23: LIMITATION OF LIABILITY

- A. CLIENT agrees to limit AGS's liability to the CLIENT and all construction contractors and subcontractors on the project arising from AGS's professional acts, errors or omissions, any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of AGS's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the total aggregate liability of AGS to all those names shall not exceed \$3,500 or AGS's total fee for the services rendered on this project, whichever is greater.
- B. The CLIENT further agrees to require of the contractor and their subcontractors an identical limitation of AGS's liability for damages suffered by the contractor or subcontractor arising from AGS's professional acts, errors or omissions, any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of AGS's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither the contractor nor any of their subcontractors assumes any liability for damages to others which may arise on account of AGS's professional acts, errors or omissions.

24: CONFLICTS

In the event of a conflict between the main text of this AGREEMENT (Sections 1 through 31, inclusive) and any APPENDIX thereof, provisions of the main text shall govern. In the event of any conflict between the AGREEMENT and any ADDENDA thereto, the ADDENDA shall govern. In the event of a conflict between any two ADDENDA, the ADDENDA of most recent date shall govern.

25: DISPUTE RESOLUTION

- A. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, experts witness fees and other documented expenses as well as the value of time spent by the prevailing party and those in their employ in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall, on AGS's part, be computer based upon AGS's prevailing fee schedule and expense reimbursement policy.
- B. If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation, the parties hereby agree that this AGREEMENT shall be governed by Wyoming Law and that venue for any dispute resolution, including all actions at law, shall be in Natrona County, Wyoming.

26: LITIGATION SUPPORT

In the event AGS is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which AGS is not a party, CLIENT shall reimburse AGS for reasonable costs in responding and compensate AGS at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

27: CURING A BREACH

In the event either party believes that the other has committed a material breach of this AGREEMENT, the party maintaining such a belief shall issue a termination notice to the other, identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be affected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If, in curing an actual or alleged breach, either party shall waive any rights otherwise inuring to him by virtue of this AGREEMENT, such waiver shall not be construed to, in any way, affect future application of the provision involved or any other provision.

28: DEFECTS IN SERVICE

CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to AGS, any defects or suspected defects in AGS's work, in order that AGS may take prompt, effective measures which in AGS's opinion will minimize the consequences of a defect in service.

29: PERMITS AND APPROVALS

AGS shall assist CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which AGS's services are being engaged. This assistance relates to completing and submitting forms as to the results of certain work included in the scope of services. AGS will also provide additional services as requested, these to include conducting special tests, performance of special research studies, preparation of special documentation, development and delivery of testimony, and so on. CLIENT and AGS agree to discuss the scope of these additional services and the fees and expenses involved before AGS performs them on CLIENT's behalf.

30: EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, AGS agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for Individuals based on color, religion, sex, or national origin, or disabled veteran,

recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

31: PROJECT REPRESENTATIVES

CLIENT shall furnish representatives who shall make decisions on CLIENT's behalf when requested to do so by AGS. The following designated CLIENT representatives shall be available on an on-call basis as required by AGS, and shall be called in the order listed herein. In the event the first-list representative cannot be contacted, the one listed second shall be called, and so on, until contact is made.

CLIENT'S Contacts:

Matt Williams, P.E. (WLC)

Telephone: 307-266-2524

Telephone: _____

Telephone: _____

CLIENT warrants that, when any changes affecting this listing are made, CLIENT shall furnish a revised listing to AGS.

AGS'S Contacts:

Ben Hauser, P.E., G.I.T.

Telephone: (307) 439-5439

Telephone: (307) 267-4569

Telephone: _____

AGS designates Ben Hauser, P.E., G.I.T. as Project Manager.

32: TERM OF AGREEMENT

The term of this AGREEMENT shall commence on November 12, 2020 and end on December 31, 2022. AGS shall not commence work or services under this AGREEMENT until the CLIENT executes and delivers a copy of this AGREEMENT to AGS.

AGS: Advanced Geotechnical Solutions, Inc.

CLIENT: Town of Mills

Signature 

Signature _____

Print Name Ben Hauser, P.E., G.I.T.

Print Name _____

Title Principal

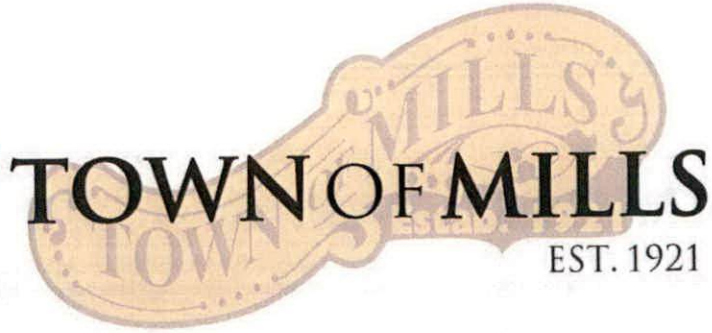
Title _____

Date November 12, 2020

Date _____

ATTACHMENTS:

Attachment A: Proposal for Preliminary Subsurface Exploration and Geotechnical Engineering dated November 12, 2020.



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Fire Payroll,

Date Range: October 19th, 2020 to October 30th, 2020

NET..... \$9859.40

DEDUCTIONS.....\$3,777.27

Federal Taxes.....\$925.00

Medicare.....\$183.70

Retirement \$1397.09

Union Dues..... \$175.00

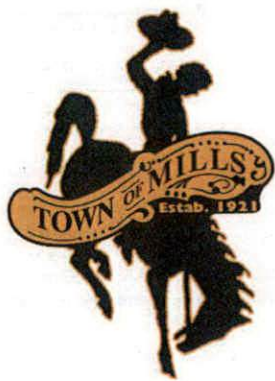
Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$13,636.67

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



TOWN OF MILLS

EST. 1921

PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Fire Payroll,

Date Range: October 31st, 2020 to November 11th, 2020

NET..... \$11,449.45

DEDUCTIONS.....\$

Federal Taxes.....\$1242.00

Medicare.....\$215.01

Retirement \$1618.33

Union Dues..... \$175.00

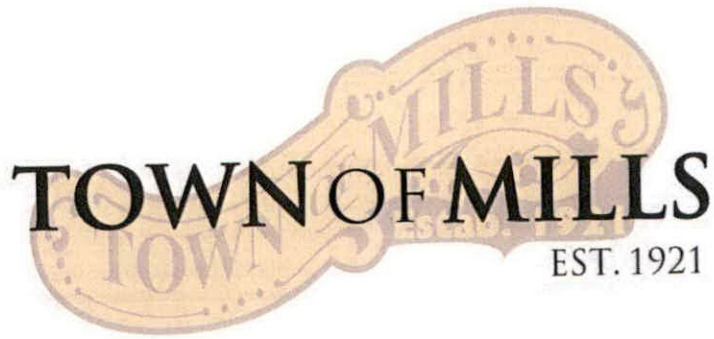
Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$15,796.27

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Regular/Police Payroll

Date Range: October 12th, 2020 to October 25th, 2020

NET..... \$67,901.75

DEDUCTIONS.....\$24,504.41

Federal Taxes.....\$7804.00

Medicare..... \$1335.55

Retirement \$8075.30

Social Security.....\$5710.51

Supplemental Retirement..... \$960.00

Supplemental Insurance.....\$579.02

Insurance.....\$40.03

TOTAL PAYROLL.....\$92,406.12

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: November 17th, 2020

Payroll Type: Regular/Police Payroll

Date Range: October 26th, 2020 to November 8-2020

NET..... \$65,805.39

DEDUCTIONS.....\$26,812.40

Federal Taxes.....\$7533.00

Medicare..... \$1298.65

Retirement \$8093.70

Social Security.....\$5552.84

Supplemental Retirement..... \$960.00

Supplemental Insurance.....\$579.02

Insurance.....\$2795.19

TOTAL PAYROLL.....\$92,617.79

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



BILLS

Meeting Date: November 17th, 2020

Bills

PETTY CASH.....	\$0.00
VOUCHERS.....	\$119,143.31
MANUAL CHECKS TOWN HALL.....	\$133,830.94
MANUAL CHECKS COURT.....	\$1640.00
VOIDED CHECKS.....	\$0.00



TOWN OF MILLS

EST. 1921

CHECK LIST FOR

November 17th, 2020

COUNCIL MEETING

Town Hall/Court

10-26-2020	26605-26610	Manual
10-27-2020	26611-26614	Transmittals
11-2-2020	26615-26616	Manual
11-3-2020	26617-26618	Transmittals
11-4-2020	26619-26626	Manual
11-9-2020	26627-26634	Transmittals
11-10-2020	26635-26636	Manuals
11-13-2020	26637-26685	Vouchers
	<u>COURT</u>	
10-26-2020	1603	Manual
11-3-2020	1604	Manual
11-10-2020	1605	Manual

COUNCIL:

MAYOR:

TOWN CLERK:



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

Town Hall

November 17th , 2020

COUNCIL MEETING

10-26-2020	26605	Wyoming Financial Insurance	Insurance	\$52,344.16
10-26-2020	26606	Stevie Thomas	Water Deposit Refund	\$164.87
10-26-2020	26607	Verizon	Phone Bill	\$1896.33
10-26-2020	26608	Tom Corson	Hall Refund COVID	\$585.00
10-26-2020	26609	Iron Workers	Hall Refund COVID	\$150.00
10-27-2020	26610	Thomas Wilson	Uniform Stipend	\$250.00
11-02-2020	26615	Department of Workforce Services	Workers Comp	\$5623.19
11-2-2020	26616	Tiffany Payne	Water Deposit Refund	\$1.16
11-04-2020	26619	Century Link	Phone Bill	\$236.64
11-4-2020	26620	Verizon	Phone Bill	\$138.66
11-4-2020	26621	Charter Communications	TV/ Internet	\$447.06
11-4-2020	26622	Jeff Dickirson	Water Deposit Refund	\$46.60
11-4-2020	26623	Rocky Mountain Power	Utilities	\$66.86



TOWN OF MILLS

EST. 1921

11-4-2020	26624	Rocky Mountain Power	Utilities	\$14,048.98
11-9-2020	26625	Wyoming Door	Down Payment for Doors at Public Works	\$8800.00
11-9-2020	26626	Rocky Mountain Power	Utilities	\$244.61
11-10-2020	26635	Black Hills Energy	Utilities	\$2246.47
11-10-2020	26636	Environmental Civil Solutions	Buffalo Meadows	\$46,540.35

TOTAL: \$133,830.94

52,344.16+

164.87+

1,896.33+

535.00+

150.00+

250.00+

5,623.19+

1.16+

236.64+

138.65+

447.06+

46.60+

66.86+

14,048.98+

8,800.00+

244.61+

2,246.47+

46,540.35+

018

133,830.940

133,830.94x



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

COURT

November 17th, , 2020

COUNCIL MEETING

10-26-2020	1603	Zoe Bunner	Bond Refund	\$870.00
11-03-2020	1604	Theres Frederick	Bond Refund	\$10.00
11-10-2020	1605	Rollin Ware	Bond Refund	\$760.00

TOTAL: \$1640.00

.....-P
P
 870.00+
 10.00+
 760.00+

003

1,640.000

1,640.00x

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

[Report].Vendor Number = {<>} {AND} 380 {AND} 4910 {AND} 790 {AND} 1310 {AND} 1340 {AND} 2080 {AND} 4200 {AND} 4210 {AND} 5470 {AND} 5480 {AND} 5950 {AND} 6480 {AND} 7040 {AND} 7280 {AND} 6450 {AND} 7170

[Report].Vendor Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
307 Construction, LLC								
7641	307 Construction, LLC	11092020	11/09/2020	12,380.00	12,380.00	11/13/2020	11/13/2020	26637
Total 307 Construction, LLC:				12,380.00	12,380.00			
AC Electrical Service								
7982	AC Electrical Service	1174	10/21/2020	397.64	397.64	11/13/2020	11/13/2020	26638
Total AC Electrical Service:				397.64	397.64			
Action Glass, Inc								
8041	Action Glass, Inc	20259	10/16/2020	587.56	587.56	11/13/2020	11/13/2020	26639
Total Action Glass, Inc:				587.56	587.56			
Advance Casper								
1040	Advance Casper	01-79	11/04/2020	4,166.66	4,166.66	11/13/2020	11/13/2020	26640
Total Advance Casper:				4,166.66	4,166.66			
Advanced Medical Imaging Consultants P.C								
7376	Advanced Medical Imaging Consu	AMIC127312 0	08/18/2020	41.00	41.00	11/13/2020	11/13/2020	26641
Total Advanced Medical Imaging Consultants P.C:				41.00	41.00			
Alpine Motorsports								
7506	Alpine Motorsports	AP18867	10/14/2020	19.11	19.11	11/13/2020	11/13/2020	26642
Total Alpine Motorsports:				19.11	19.11			
ALSCO, Inc								
350	ALSCO, Inc	LCAS1374723	10/28/2020	132.61	132.61	11/13/2020	11/13/2020	26643
Total ALSCO, Inc:				132.61	132.61			
Amazon Capital Services, Inc								
7825	Amazon Capital Services, Inc	11T1-KRKR-H	11/03/2020	108.90	108.90	11/13/2020	11/13/2020	26644
7825	Amazon Capital Services, Inc	1XVK-K9HQ-T	10/31/2020	45.59	45.59	11/13/2020	11/13/2020	26644
7825	Amazon Capital Services, Inc	1YJG-76M6-G6	11/06/2020	141.35	141.35	11/13/2020	11/13/2020	26644
Total Amazon Capital Services, Inc:				295.84	295.84			
Atlas Office Products, Inc								
620	Atlas Office Products, Inc	62612-0	10/14/2020	51.98	51.98	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	62612-1	10/22/2020	13.49	13.49	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63069-0	11/02/2020	107.55	107.55	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63069-1	11/04/2020	131.45	131.45	11/13/2020	11/13/2020	26645
620	Atlas Office Products, Inc	63172-0	11/04/2020	144.51	144.51	11/13/2020	11/13/2020	26645

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Atlas Office Products, Inc:				448.98	448.98			
Big Horn Tire, Inc								
7983	Big Horn Tire, Inc	04-49509	11/05/2020	234.96	234.96	11/13/2020	11/13/2020	26646
Total Big Horn Tire, Inc:				234.96	234.96			
Caselle, Inc								
1160	Caselle, Inc	105461	11/01/2020	1,054.00	1,054.00	11/13/2020	11/13/2020	26647
1160	Caselle, Inc	105461	11/01/2020	1,054.00	1,054.00	11/13/2020	11/13/2020	26647
Total Caselle, Inc:				2,108.00	2,108.00			
Casper Star Tribune Inc								
1270	Casper Star Tribune Inc	68841-1	09/30/2020	50.15	50.15	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69066-1	10/14/2020	255.98	255.98	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69401	10/21/2020	380.00	380.00	11/13/2020	11/13/2020	26648
1270	Casper Star Tribune Inc	69828	10/28/2020	136.66	136.66	11/13/2020	11/13/2020	26648
Total Casper Star Tribune Inc:				822.79	822.79			
City of Casper								
1510	City of Casper	22204	10/29/2020	22,688.09	22,688.09	11/13/2020	11/13/2020	26649
1510	City of Casper	601930	10/21/2020	454.92	454.92	11/13/2020	11/13/2020	26649
1510	City of Casper	601950	10/22/2020	465.63	465.63	11/13/2020	11/13/2020	26649
1510	City of Casper	601972	10/26/2020	283.05	283.05	11/13/2020	11/13/2020	26649
1510	City of Casper	601994	10/26/2020	565.59	565.59	11/13/2020	11/13/2020	26649
1510	City of Casper	602026	10/27/2020	674.73	674.73	11/13/2020	11/13/2020	26649
1510	City of Casper	602044	10/28/2020	400.86	400.86	11/13/2020	11/13/2020	26649
1510	City of Casper	602064	10/29/2020	456.45	456.45	11/13/2020	11/13/2020	26649
1510	City of Casper	602082	10/30/2020	260.10	260.10	11/13/2020	11/13/2020	26649
1510	City of Casper	602106	11/02/2020	529.38	529.38	11/13/2020	11/13/2020	26649
1510	City of Casper	602142	11/03/2020	873.63	873.63	11/13/2020	11/13/2020	26649
1510	City of Casper	636	10/28/2020	865.43	865.43	11/13/2020	11/13/2020	26649
Total City of Casper:				28,517.86	28,517.86			
Collins Communications, Inc								
7427	Collins Communications, Inc	544910	11/02/2020	275.00	275.00	11/13/2020	11/13/2020	26650
Total Collins Communications, Inc:				275.00	275.00			
Communication Technologies Inc								
1640	Communication Technologies Inc	82787	11/03/2020	6,487.75	6,487.75	11/13/2020	11/13/2020	26651
Total Communication Technologies Inc:				6,487.75	6,487.75			
Computer Professionals Unlimited								
7450	Computer Professionals Unlimited	INV117106	10/16/2020	180.00	180.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117154	10/28/2020	2,538.97	2,538.97	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117168	10/29/2020	2,834.00	2,834.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117169	10/29/2020	1,381.00	1,381.00	11/13/2020	11/13/2020	26652
7450	Computer Professionals Unlimited	INV117186	10/28/2020	78.00	78.00	11/13/2020	11/13/2020	26652
Total Computer Professionals Unlimited:				7,011.97	7,011.97			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
CPS Distributors Inc								
1770	CPS Distributors Inc	0003885876-0	10/12/2020	80.20	80.20	11/13/2020	11/13/2020	26653
Total CPS Distributors Inc:				80.20	80.20			
Dana Kepner Company Inc								
1910	Dana Kepner Company Inc	2231830-00	10/20/2020	150.68	150.68	11/13/2020	11/13/2020	26654
Total Dana Kepner Company Inc:				150.68	150.68			
Dave North								
7953	Dave North	5954315	10/28/2020	61.56	61.56	11/13/2020	11/13/2020	26656
Total Dave North:				61.56	61.56			
EAC Submissions								
7885	EAC Submissions	3230	10/25/2020	59.40	59.40	11/13/2020	11/13/2020	26657
Total EAC Submissions:				59.40	59.40			
Emergency Medical Direction & Consulting								
7973	Emergency Medical Direction & C	10	10/31/2020	375.00	375.00	11/13/2020	11/13/2020	26658
Total Emergency Medical Direction & Consulting:				375.00	375.00			
Ferguson Enterprises LLC								
2530	Ferguson Enterprises LLC	7239888	10/08/2020	19.36	19.36	11/13/2020	11/13/2020	26659
2530	Ferguson Enterprises LLC	7244255	10/13/2020	35.64	35.64	11/13/2020	11/13/2020	26659
Total Ferguson Enterprises LLC:				55.00	55.00			
Ferguson Waterworks #1701								
2540	Ferguson Waterworks #1701	1166010	10/14/2020	4,868.64	4,868.64	11/13/2020	11/13/2020	26660
2540	Ferguson Waterworks #1701	CM136942	09/29/2020	4,388.80-	4,388.80-	11/13/2020	11/13/2020	26660
Total Ferguson Waterworks #1701:				479.84	479.84			
Greiner Ford								
2890	Greiner Ford	541833	10/23/2020	666.76	666.76	11/13/2020	11/13/2020	26669
Total Greiner Ford:				666.76	666.76			
Gudahl Williams Investigative Security I								
2930	Gudahl Williams Investigative Sec	396	10/30/2020	1,000.00	1,000.00	11/13/2020	11/13/2020	26661
Total Gudahl Williams Investigative Security I:				1,000.00	1,000.00			
Homax								
3120	Homax	CL05274	10/31/2020	273.15	273.15	11/13/2020	11/13/2020	26662
3120	Homax	CL05278	10/31/2020	186.44	186.44	11/13/2020	11/13/2020	26662
3120	Homax	CL05280	10/31/2020	85.53	85.53	11/13/2020	11/13/2020	26662
Total Homax:				545.12	545.12			
Huber Plumbing								
3200	Huber Plumbing	91518	10/22/2020	1,003.54	1,003.54	11/13/2020	11/13/2020	26663

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Huber Plumbing:				1,003.54	1,003.54			
Instrument Electric Service								
3340	Instrument Electric Service	203419	11/02/2020	120.00	120.00	11/13/2020	11/13/2020	26664
Total Instrument Electric Service:				120.00	120.00			
Integrity Auto Body, LLC								
7438	Integrity Auto Body, LLC	5996	10/28/2020	1,440.95	1,440.95	11/13/2020	11/13/2020	26665
Total Integrity Auto Body, LLC:				1,440.95	1,440.95			
J & G Landscaping, Inc								
8045	J & G Landscaping, Inc	2020-137	11/06/2020	34,998.00	34,998.00	11/13/2020	11/13/2020	26666
Total J & G Landscaping, Inc:				34,998.00	34,998.00			
JDC Investigations, LLC								
8051	JDC Investigations, LLC	1195	10/23/2020	530.00	530.00	11/13/2020	11/13/2020	26667
Total JDC Investigations, LLC:				530.00	530.00			
Leeward Tree Farm, LLC								
8049	Leeward Tree Farm, LLC	10302020	10/30/2020	445.00	445.00	11/13/2020	11/13/2020	26668
Total Leeward Tree Farm, LLC:				445.00	445.00			
Mastercard								
4170	Mastercard	016627104	10/29/2020	82.44	82.44	11/13/2020	11/13/2020	26670
4170	Mastercard	118204A	10/28/2020	239.80	239.80	11/13/2020	11/13/2020	26670
4170	Mastercard	20E0040962	10/26/2020	372.29	372.29	11/13/2020	11/13/2020	26670
4170	Mastercard	59435-1	11/03/2020	1,098.00	1,098.00	11/13/2020	11/13/2020	26670
4170	Mastercard	61065G	10/26/2020	28.86	28.86	11/13/2020	11/13/2020	26670
4170	Mastercard	61588G	10/28/2020	23.24	23.24	11/13/2020	11/13/2020	26670
4170	Mastercard	63784068	10/12/2020	60.94	60.94	11/13/2020	11/13/2020	26670
4170	Mastercard	63790487	10/13/2020	157.90	157.90	11/13/2020	11/13/2020	26670
4170	Mastercard	63793347	10/14/2020	30.79	30.79	11/13/2020	11/13/2020	26670
4170	Mastercard	64458G	10/25/2020	39.20	39.20	11/13/2020	11/13/2020	26670
4170	Mastercard	66156G	10/26/2020	31.26	31.26	11/13/2020	11/13/2020	26670
4170	Mastercard	69190G	10/31/2020	3.31	3.31	11/13/2020	11/13/2020	26670
4170	Mastercard	69240G	10/30/2020	83.50	83.50	11/13/2020	11/13/2020	26670
4170	Mastercard	69335G	10/22/2020	10.00	10.00	11/13/2020	11/13/2020	26670
4170	Mastercard	B65634	11/03/2020	153.26	153.26	11/13/2020	11/13/2020	26670
4170	Mastercard	E0700CJZCO	10/21/2020	520.00	520.00	11/13/2020	11/13/2020	26670
4170	Mastercard	E0700CK00S	10/21/2020	40.00	40.00	11/13/2020	11/13/2020	26670
4170	Mastercard	INV49470289	10/30/2020	15.74	15.74	11/13/2020	11/13/2020	26670
4170	Mastercard	R2143903536	10/11/2020	252.59	252.59	11/13/2020	11/13/2020	26670
Total Mastercard:				3,243.12	3,243.12			
My Parking Sign								
7568	My Parking Sign	MPS-562334	09/29/2020	581.30	581.30	11/13/2020	11/13/2020	26671
7568	My Parking Sign	MPS-567035	10/16/2020	582.25	582.25	11/13/2020	11/13/2020	26671
Total My Parking Sign:				1,143.55	1,143.55			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
NAPA Auto Parts								
4600	NAPA Auto Parts	595763	07/06/2020	64.99	64.99	11/13/2020	11/13/2020	26672
4600	NAPA Auto Parts	633171	10/08/2020	40.97	40.97	11/13/2020	11/13/2020	26672
4600	NAPA Auto Parts	634993	10/13/2020	43.70	43.70	11/13/2020	11/13/2020	26672
Total NAPA Auto Parts:				149.66	149.66			
Nates Flowers								
4630	Nates Flowers	265816	11/05/2020	60.00	60.00	11/13/2020	11/13/2020	26673
Total Nates Flowers:				60.00	60.00			
Norco, Inc								
4760	Norco, Inc	HF8253042380	10/13/2020	395.90	395.90	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HF8253049752	10/22/2020	133.83	133.83	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HF8253057475	10/31/2020	12.09	12.09	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO31325444	07/30/2020	111.82	111.82	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO313305130	10/26/2020	18.48	18.48	11/13/2020	11/13/2020	26674
4760	Norco, Inc	HO313305962	11/03/2020	136.21	136.21	11/13/2020	11/13/2020	26674
Total Norco, Inc:				584.69	584.69			
North Sales								
8040	North Sales	10292020	10/29/2020	910.00	910.00	11/13/2020	11/13/2020	26655
Total North Sales:				910.00	910.00			
One Call of Wyoming								
4880	One Call of Wyoming	57230	10/07/2020	64.50	64.50	11/13/2020	11/13/2020	26675
Total One Call of Wyoming:				64.50	64.50			
Powder River Armory, LLC								
5190	Powder River Armory, LLC	17990	10/28/2020	72.00	72.00	11/13/2020	11/13/2020	26676
Total Powder River Armory, LLC:				72.00	72.00			
R & R Rest Stops of Casper Inc								
5320	R & R Rest Stops of Casper Inc	52670	10/07/2020	170.00	170.00	11/13/2020	11/13/2020	26677
5320	R & R Rest Stops of Casper Inc	52671	10/07/2020	170.00	170.00	11/13/2020	11/13/2020	26677
5320	R & R Rest Stops of Casper Inc	52716	10/14/2020	140.00	140.00	11/13/2020	11/13/2020	26677
Total R & R Rest Stops of Casper Inc:				480.00	480.00			
Rick's Rocks								
8048	Rick's Rocks	10292020	10/29/2020	4,400.00	4,400.00	11/13/2020	11/13/2020	26678
Total Rick's Rocks:				4,400.00	4,400.00			
Rocky Mountain Drug Testing								
7495	Rocky Mountain Drug Testing	4173	11/03/2020	525.00	525.00	11/13/2020	11/13/2020	26679
Total Rocky Mountain Drug Testing:				525.00	525.00			
Sutherlands								
6050	Sutherlands	184487	10/09/2020	15.22	15.22	11/13/2020	11/13/2020	26680
6050	Sutherlands	184900	10/26/2020	45.98	45.98	11/13/2020	11/13/2020	26680

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Sutherlands:				61.20	61.20			
Trans Union Risk & Alternative								
7392	Trans Union Risk & Alternative	11012020	11/01/2020	50.00	50.00	11/13/2020	11/13/2020	26681
Total Trans Union Risk & Alternative:				50.00	50.00			
WatchGuard Video								
6730	WatchGuard Video	ACCINV00251	05/05/2020	200.00	200.00	11/13/2020	11/13/2020	26682
Total WatchGuard Video:				200.00	200.00			
Wyoming Financial Insurance, Inc								
7918	Wyoming Financial Insurance, Inc	16811	10/28/2020	1,003.00	1,003.00	11/13/2020	11/13/2020	26683
Total Wyoming Financial Insurance, Inc:				1,003.00	1,003.00			
Wyoming Machinery Co Inc								
7110	Wyoming Machinery Co Inc	00C954045	10/22/2020	37.81	37.81	11/13/2020	11/13/2020	26684
Total Wyoming Machinery Co Inc:				37.81	37.81			
Wyoming Water Quality & Pollution								
7638	Wyoming Water Quality & Pollution	2011-2395A	10/20/2020	220.00	220.00	11/13/2020	11/13/2020	26685
Total Wyoming Water Quality & Pollution:				220.00	220.00			
Grand Totals:				119,143.31	119,143.31			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
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Dated: _____

Mayor: _____

City Council: _____

City Council: _____

I Certify under penalty of perjury, that this voucher and items included therein for payment are correct and just in all respects

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

[Report].Vendor Number = {<>} {AND} 380 {AND} 4910 {AND} 790 {AND} 1310 {AND} 1340 {AND} 2080 {AND} 4200 {AND} 4210 {AND} 5470 {AND} 5480 {AND} 5950 {AND} 6480 {AND} 7040 {AND} 7280 {AND} 6450 {AND} 7170

[Report].Vendor Number = {OR} {IS NULL}

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020

Report Criteria:

Report type: GL detail

Check.Type = {<-} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount	
1603							
10/26/2020	1603	Zoe Bunner	870.00	Bond Refund for Zoe Bunner	10-26150	870.00	M
Total 1603:						870.00	
1604							
11/03/2020	1604	Theresa Frederick	10.00	Bond Refund for Theresa Frederick	10-26150	10.00	M
Total 1604:						10.00	
1605							
11/10/2020	1605	Rollin Ware	760.00	Bond Refund for Rollin Ware	10-26150	760.00	M
Total 1605:						760.00	
26579							
10/26/2020	26579	ALSCO, Inc	62.14	Cleaning of Rugs at Town Hall	10-45-260	62.14	
Total 26579:						62.14	
26580							
10/26/2020	26580	AMBI Mail & Marketing, Inc	85.40	Fed Ex Drugs to Crime Lab in Cheyenne	10-54-330	85.40	
Total 26580:						85.40	
26581							
10/26/2020	26581	Andreen Hunt, Inc	34,579.00	Hanley Acres grading	10-45-260	34,579.00	
Total 26581:						34,579.00	
26582							
10/26/2020	26582	B & B Rubber Stamp	24.95	New Remote Deposit Stamp for Town Hall	10-44-235	24.95	
Total 26582:						24.95	

M = Manual Check, V = Void Check

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26583						
10/26/2020	26583	Casey Coates	275.00	Per Diem for Force Science Class Illinois 9/20-9/25/20	10-54-910	275.00
Total 26583:						275.00
26584						
10/26/2020	26584	Casper Area Transportation Coalit	16,785.59	Fixed Route Transportation Sept 20	10-45-280	16,785.59
Total 26584:						16,785.59
26585						
10/26/2020	26585	Casper Star Tribune Inc	329.85	Community Service Officer ad	10-44-620	329.85
10/26/2020	26585	Casper Star Tribune Inc	124.02	Sanitation worker ad	10-44-620	124.02
Total 26585:						453.87
26586						
10/26/2020	26586	City of Casper	2,628.00	Sept 20 Monthly Balefill Pass (146 x \$18)	10-49-970	2,628.00
10/26/2020	26586	City of Casper	4,384.95	Sept 20 PSCC Charges	10-54-500	4,384.95
10/26/2020	26586	City of Casper	750.21	Balefill	54-84-250	750.21
10/26/2020	26586	City of Casper	588.65	Balefill	54-84-250	588.65
10/26/2020	26586	City of Casper	467.67	Balefill	54-84-250	467.67
10/26/2020	26586	City of Casper	373.83	Balefill	54-84-250	373.83
10/26/2020	26586	City of Casper	420.24	Balefill	54-84-250	420.24
10/26/2020	26586	City of Casper	796.11	Balefill	54-84-250	796.11
10/26/2020	26586	City of Casper	514.08	Balefill	54-84-250	514.08
10/26/2020	26586	City of Casper	507.96	Balefill	54-84-250	507.96
10/26/2020	26586	City of Casper	271.83	Balefill	54-84-250	271.83
10/26/2020	26586	City of Casper	483.48	Balefill	54-84-250	483.48
10/26/2020	26586	City of Casper	465.63	Balefill	54-84-250	465.63
10/26/2020	26586	City of Casper	573.24	Balefill	54-84-250	573.24
10/26/2020	26586	City of Casper	419.22	Balefill	54-84-250	419.22
10/26/2020	26586	City of Casper	319.26	Balefill	54-84-250	319.26
10/26/2020	26586	City of Casper	405.96	Balefill	54-84-250	405.96
10/26/2020	26586	City of Casper	749.19	Balefill	54-84-250	749.19
Total 26586:						15,099.51

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26587						
10/26/2020	26587	Deluxe	121.99	Deposit slips for Court Bond Jonah	10-51-235	121.99
10/26/2020	26587	Deluxe	551.03	Checks and deposit slips for Operating Jonah	10-51-235	551.03
Total 26587:						673.02
26588						
10/26/2020	26588	Emily Trumbull	800.00	Grocery Store brochure	10-45-310	800.00
Total 26588:						800.00
26589						
10/26/2020	26589	Energy Laboratories Inc	88.00	Bacteria samples	52-82-720	88.00
Total 26589:						88.00
26590						
10/26/2020	26590	Homax	15.86	Fuel for FD	10-56-370	15.86
10/26/2020	26590	Homax	1,788.00	Fuel for PD	10-54-370	1,788.00
10/26/2020	26590	Homax	125.18	Fuel for CSO	10-53-370	125.18
10/26/2020	26590	Homax	440.09	Fuel for Fire	10-56-370	440.09
Total 26590:						2,369.13
26591						
10/26/2020	26591	Lenhart Mason & Associates LLC	6,250.00	audit prep work for FY 20	10-44-930	6,250.00
10/26/2020	26591	Lenhart Mason & Associates LLC	6,250.00	audit prep work for FY 20	10-46-930	6,250.00
Total 26591:						12,500.00
26592						
10/26/2020	26592	Mastercard	269.97	Ambulance Supplies	10-56-425	269.97
10/26/2020	26592	Mastercard	443.93	Ambulance Supplies	10-56-425	443.93
10/26/2020	26592	Mastercard	210.70	Lodging for K9 Recert Craig, CO 10/8-10/11/20 K.Acor	10-54-260	210.70
10/26/2020	26592	Mastercard	56.64	3v lithium photo batteries	10-54-235	56.64
10/26/2020	26592	Mastercard	65.50	Recordings	10-44-351	65.50
10/26/2020	26592	Mastercard	54.27	CSO Supplies	10-53-840	54.27
10/26/2020	26592	Mastercard	86.10	PD Supplies	10-54-235	86.10
10/26/2020	26592	Mastercard	51.78	Office supplies	10-44-235	51.78

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
10/26/2020	26592	Mastercard	8.52	Mayor Picture	10-44-235	8.52
10/26/2020	26592	Mastercard	105.90	Supplies	10-56-310	105.90
10/26/2020	26592	Mastercard	291.56	Supplies for Halloween Event at FD	10-45-260	291.56
10/26/2020	26592	Mastercard	84.74	Distilled water and misc supplies for WTP	52-82-840	84.74
10/26/2020	26592	Mastercard	276.20	Janitor supplies	10-44-267	276.20
10/26/2020	26592	Mastercard	61.76	Candy for Halloween	10-45-310	61.76
Total 26592:						2,067.57
26593						
10/26/2020	26593	NAPA Auto Parts	21.99	coolant for E92	10-56-350	21.99
Total 26593:						21.99
26594						
10/26/2020	26594	Natrona County Sheriffs Office	12,152.16	House Inmates for Sept 2020	10-54-415	12,152.16
Total 26594:						12,152.16
26595						
10/26/2020	26595	Plumbing Masters LLC	6,250.00	Completion of plumbing upstairs FD	10-45-310	6,250.00
Total 26595:						6,250.00
26596						
10/26/2020	26596	PMCH	15,500.00	Internal Control and F66 reporting	10-44-861	15,500.00
Total 26596:						15,500.00
26597						
10/26/2020	26597	Rocky Mountain Information Netw	50.00	Membership Dues 7/20 - 6/21	10-54-270	50.00
Total 26597:						50.00
26598						
10/26/2020	26598	Sutherlands	13.98	Bug Killer	10-44-267	13.98
10/26/2020	26598	Sutherlands	7.99-	Return	10-44-267	7.99-

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26598:						<u>5.99</u>
26599						
10/26/2020	26599	TheFireStore.com	56.98	Leather Helmet Shield M Elliott	10-56-855	<u>56.98</u>
Total 26599:						<u>56.98</u>
26600						
10/26/2020	26600	Treatment Technology	11,185.00	Drums of phosphate	52-82-840	<u>11,185.00</u>
Total 26600:						<u>11,185.00</u>
26601						
10/26/2020	26601	Wholesale Flooring & Blinds	4,492.52	Tile and install for upstairs FD	10-45-310	<u>4,492.52</u>
10/26/2020	26601	Wholesale Flooring & Blinds	13,914.70	Laminate flooring and install for upstairs FD	10-45-310	<u>13,914.70</u>
10/26/2020	26601	Wholesale Flooring & Blinds	58.48	Cleaner for floor upstairs FD	10-45-310	<u>58.48</u>
Total 26601:						<u>18,465.70</u>
26602						
10/26/2020	26602	WLC Engineering Inc	465.00	Grant writing	10-46-336	<u>465.00</u>
10/26/2020	26602	WLC Engineering Inc	1,121.00	GIS TECH III Labor	10-46-337	<u>1,121.00</u>
10/26/2020	26602	WLC Engineering Inc	4,031.25	Planning Scott Radden	10-57-499	<u>4,031.25</u>
10/26/2020	26602	WLC Engineering Inc	167.22	Tank 3 Waterline	10-45-992	<u>167.22</u>
10/26/2020	26602	WLC Engineering Inc	4,300.50	Engineer Expense	10-46-335	<u>4,300.50</u>
10/26/2020	26602	WLC Engineering Inc	1,297.50	Buffalo Meadows Addition	10-46-864	<u>1,297.50</u>
Total 26602:						<u>11,382.47</u>
26603						
10/26/2020	26603	Wyoming Financial Insurance, Inc	5,055.58	Property Insurance added items	10-44-890	<u>5,055.58</u>
Total 26603:						<u>5,055.58</u>
26604						
10/26/2020	26604	Wyoming Precast Products	17,525.00	Wall for Eagle Park	10-45-104	<u>17,525.00</u>

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26604:						17,525.00
26605						
10/26/2020	26605	Wyoming Financial Insurance, Inc	42,674.98	Medical Premiums	10-23700	42,674.98
10/26/2020	26605	Wyoming Financial Insurance, Inc	2,096.70	Dental Premiums	10-23700	2,096.70
10/26/2020	26605	Wyoming Financial Insurance, Inc	465.04	Vision Premiums	10-23700	465.04
10/26/2020	26605	Wyoming Financial Insurance, Inc	230.00	Life Insurance Premiums	10-23700	230.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	363.94	Aflac Premiums	10-25100	363.94
10/26/2020	26605	Wyoming Financial Insurance, Inc	54.36	Assurity Premiums	10-25300	54.36
10/26/2020	26605	Wyoming Financial Insurance, Inc	1,143.79	Washington National Premiums	10-26200	1,143.79
10/26/2020	26605	Wyoming Financial Insurance, Inc	4,116.00	HSA premiums	10-23700	4,116.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	425.00	Admin Fees	10-44-862	425.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	700.85	Medical Premiums	10-23700	700.85
10/26/2020	26605	Wyoming Financial Insurance, Inc	53.00	Dental Premiums	10-23700	53.00
10/26/2020	26605	Wyoming Financial Insurance, Inc	7.40	Vision Premiums	10-23700	7.40
10/26/2020	26605	Wyoming Financial Insurance, Inc	4.60	Life Insurance Premiums	10-23700	4.60
10/26/2020	26605	Wyoming Financial Insurance, Inc	8.50	Admin Fees	10-44-862	8.50
Total 26605:						52,344.16
26606						
10/26/2020	26606	Stevie Thomas	164.87	Water Deposit Refund for Stevie Thomas	51-26150	164.87 M
Total 26606:						164.87
26607						
10/26/2020	26607	Verizon	1,896.33	Phone bill for Town	10-44-850	1,896.33 M
Total 26607:						1,896.33
26608						
10/26/2020	26608	Tom Corson	585.00	Hall Refund Due to COVID-19	10-36-430	585.00 M
Total 26608:						585.00
26609						
10/26/2020	26609	Iron Workers 27	150.00	Refund hall for COVID-19	10-36-420	150.00 M

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Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26609:						150.00
26610						
10/27/2020	26610	Thomas Wilson	250.00	Uniform Stipened for 2020	10-54-855	250.00 M
Total 26610:						250.00
26615						
11/02/2020	26615	Department of Workforce Services	5,623.19	Workers Compensation for Oct 2020	10-23800	5,623.19 M
Total 26615:						5,623.19
26616						
11/02/2020	26616	Tiffany Payne	1.16	Water Deposit Refund for Tiffany Payne	51-26150	1.16 M
Total 26616:						1.16
26619						
11/04/2020	26619	Century Link	158.15	Bill for Water Treatment Plant	10-46-983	158.15
11/04/2020	26619	Century Link	78.49	Phone bill for Services Police Dispatch	10-44-983	78.49
Total 26619:						236.64
26620						
11/04/2020	26620	Verizon	138.66	Machine to Machine fire department	10-44-850	138.66 M
Total 26620:						138.66
26621						
11/04/2020	26621	Charter Communications	447.06	Control Account	10-44-982	447.06 M
Total 26621:						447.06
26622						
11/04/2020	26622	Jeff Dickirson	46.60	Water Deposit Refund for Jeff Dickirson	51-26150	46.60 M
Total 26622:						46.60

M = Manual Check, V = Void Check

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26623						
11/04/2020	26623	Rocky Mountain Power	66.86	6699 Poison Spider Lane Utility	10-46-941	66.86 M
Total 26623:						<u>66.86</u>
26624						
11/04/2020	26624	Rocky Mountain Power	4,995.94	Utilities for Town	10-44-941	4,995.94
11/04/2020	26624	Rocky Mountain Power	2,576.28	Utilities for Enterprise Accounts	10-46-941	2,576.28
11/04/2020	26624	Rocky Mountain Power	6,476.76	215 Northwestern	52-82-976	6,476.76
Total 26624:						<u>14,048.98</u>
26625						
11/09/2020	26625	Wyoming Door Service	8,800.00	Down Payment for Doors at Public Works	10-45-260	8,800.00 M
Total 26625:						<u>8,800.00</u>
26626						
11/09/2020	26626	Rocky Mountain Power	244.61	300 Wasatch Utility	10-44-941	244.61 M
Total 26626:						<u>244.61</u>
26635						
11/10/2020	26635	Black Hills Energy	1,110.71	Utilites for Town	10-44-940	1,110.71
11/10/2020	26635	Black Hills Energy	1,135.76	Town Utilities for Enterprise	10-46-940	1,135.76
Total 26635:						<u>2,246.47</u>
26636						
11/10/2020	26636	Environmental Civil Solutions	15,731.08	Buffalo Meadows Replating	10-46-864	15,731.08
11/10/2020	26636	Environmental Civil Solutions	30,809.27	Buffalo Meadows Engineering	10-46-864	30,809.27
Total 26636:						<u>46,540.35</u>
26637						
11/13/2020	26637	307 Construction, LLC	12,380.00	Doors and baseboard upstairs FD	10-45-310	12,380.00
Total 26637:						<u>12,380.00</u>

M = Manual Check, V = Void Check

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26638						
11/13/2020	26638	AC Electrical Service	397.64	Electric at Eagle Park	10-45-260	397.64
Total 26638:						397.64
26639						
11/13/2020	26639	Action Glass, Inc	587.56	Mirrors for upstairs bathrooms at Fire Dept	10-45-310	587.56
Total 26639:						587.56
26640						
11/13/2020	26640	Advance Casper	4,166.66	Sustainable Strategies Consulting Fee FY 21	10-45-310	4,166.66
Total 26640:						4,166.66
26641						
11/13/2020	26641	Advanced Medical Imaging Consu	41.00	Physical for J Bolstad	10-56-210	41.00
Total 26641:						41.00
26642						
11/13/2020	26642	Alpine Motorsports	19.11	Starter Rope for weed eaters	10-70-950	19.11
Total 26642:						19.11
26643						
11/13/2020	26643	ALSCO, Inc	132.61	Rugs at PD	10-45-260	132.61
Total 26643:						132.61
26644						
11/13/2020	26644	Amazon Capital Services, Inc	108.90	Disposable face masks - PD	10-54-310	108.90
11/13/2020	26644	Amazon Capital Services, Inc	45.59	Monitor stands for community development	10-44-235	45.59
11/13/2020	26644	Amazon Capital Services, Inc	141.35	Books for Library	10-45-268	141.35
Total 26644:						295.84
26645						
11/13/2020	26645	Atlas Office Products, Inc	51.98	Calendars	52-82-235	51.98

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Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
11/13/2020	26645	Atlas Office Products, Inc	13.49	Calendars	52-82-235	13.49
11/13/2020	26645	Atlas Office Products, Inc	107.55	Work Orders	10-46-235	107.55
11/13/2020	26645	Atlas Office Products, Inc	131.45	Work orders	10-46-235	131.45
11/13/2020	26645	Atlas Office Products, Inc	144.51	Calendars and office supplies	10-54-235	144.51
Total 26645:						448.98
26646						
11/13/2020	26646	Big Horn Tire, Inc	234.96	Replace tire on Dykhuizen unit	10-54-900	234.96
Total 26646:						234.96
26647						
11/13/2020	26647	Caselle, Inc	1,054.00	Caselle Support and Maintenance for Dec 2020	10-44-725	1,054.00
11/13/2020	26647	Caselle, Inc	1,054.00	Caselle Support and Maintenance for Dec 2020	10-46-725	1,054.00
Total 26647:						2,108.00
26648						
11/13/2020	26648	Casper Star Tribune Inc	50.15	Job Ad for CSO	10-44-620	50.15
11/13/2020	26648	Casper Star Tribune Inc	255.98	Job Ad for Sanitation worker	10-44-620	255.98
11/13/2020	26648	Casper Star Tribune Inc	380.00	Job Ad for Financial Officer	10-44-620	380.00
11/13/2020	26648	Casper Star Tribune Inc	136.66	Ad for Public Works Side Loader	10-44-620	136.66
Total 26648:						822.79
26649						
11/13/2020	26649	City of Casper	22,688.09	201 Sewer	53-83-620	22,688.09
11/13/2020	26649	City of Casper	454.92	Balefill	54-84-250	454.92
11/13/2020	26649	City of Casper	465.63	Balefill	54-84-250	465.63
11/13/2020	26649	City of Casper	283.05	Balefill	54-84-250	283.05
11/13/2020	26649	City of Casper	565.59	Balefill	54-84-250	565.59
11/13/2020	26649	City of Casper	674.73	Balefill	54-84-250	674.73
11/13/2020	26649	City of Casper	400.86	Balefill	54-84-250	400.86
11/13/2020	26649	City of Casper	456.45	Balefill	54-84-250	456.45
11/13/2020	26649	City of Casper	260.10	Balefill	54-84-250	260.10
11/13/2020	26649	City of Casper	529.38	Balefill	54-84-250	529.38
11/13/2020	26649	City of Casper	873.63	Balefill	54-84-250	873.63
11/13/2020	26649	City of Casper	865.43	GIO 3rd QTR 2020	10-57-550	865.43

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26849:						<u>28,517.86</u>
26650						
11/13/2020	26650	Collins Communications, Inc	275.00	ITS Customer Care Contract	10-55-860	<u>275.00</u>
Total 26650:						<u>275.00</u>
26651						
11/13/2020	26651	Communication Technologies Inc	6,487.75	Alert and speaker system for upstaris FD	10-45-310	<u>6,487.75</u>
Total 26651:						<u>6,487.75</u>
26652						
11/13/2020	26652	Computer Professionals Unlimited	180.00	Replacement batteries and power adapter for laptops	10-45-390	<u>180.00</u>
11/13/2020	26652	Computer Professionals Unlimited	2,538.97	Enterprise NVR for security cameras and storage for N	10-45-875	<u>2,538.97</u>
11/13/2020	26652	Computer Professionals Unlimited	2,834.00	2 Think Pad computers for new PD and CSO vehicles	10-45-350	<u>2,834.00</u>
11/13/2020	26652	Computer Professionals Unlimited	1,381.00	Dome cameras for inside PD, displays for PW and PD	10-55-310	<u>1,381.00</u>
11/13/2020	26652	Computer Professionals Unlimited	78.00	Replacement keyboard and mouse for TH front counter	10-45-390	<u>78.00</u>
Total 26652:						<u>7,011.97</u>
26653						
11/13/2020	26653	CPS Distributors Inc	80.20	Backflow for Animal Control building	10-64-260	<u>80.20</u>
Total 26653:						<u>80.20</u>
26654						
11/13/2020	26654	Dana Kepner Company Inc	150.68	Curbsstop box and repair coupler	51-81-840	<u>150.68</u>
Total 26654:						<u>150.68</u>
26655						
11/13/2020	26655	Dave North	910.00	Supressor and brake/flash hider adapter	10-54-220	<u>910.00</u>
Total 26655:						<u>910.00</u>
26656						
11/13/2020	26656	Dave North	61.56	Reimbursement for condiments for halloween event	10-45-310	<u>61.56</u>

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26656:						61.56
26657						
11/13/2020	26657	EAC Submissions	59.40	Ambulance Billing 04/01/20 to 09/30/20	10-56-720	59.40
Total 26657:						59.40
26658						
11/13/2020	26658	Emergency Medical Direction & C	375.00	Medical Director October 2020	10-56-730	375.00
Total 26658:						375.00
26659						
11/13/2020	26659	Ferguson Enterprises LLC	19.36	Pipe Fittings leak repair Kilmer Park	10-70-840	19.36
11/13/2020	26659	Ferguson Enterprises LLC	35.64	1 1/2 valve	10-70-840	35.64
Total 26659:						55.00
26660						
11/13/2020	26660	Ferguson Waterworks #1701	4,868.64	Meter radios	51-81-430	4,868.64
11/13/2020	26660	Ferguson Waterworks #1701	4,388.80-	Returned wrong radios	51-81-430	4,388.80-
Total 26660:						479.84
26661						
11/13/2020	26661	Gudahl Williams Investigative Sec	1,000.00	Preemployment background for Siebke and Hovelsrud	10-44-981	1,000.00
Total 26661:						1,000.00
26662						
11/13/2020	26662	Homax	273.15	Fuel for Fire	10-56-370	273.15
11/13/2020	26662	Homax	186.44	Fuel for Building	10-57-370	186.44
11/13/2020	26662	Homax	85.53	Fuel for WTP	52-82-370	85.53
Total 26662:						545.12
26663						
11/13/2020	26663	Huber Plumbing	1,003.54	Fire suppression connection	10-45-310	1,003.54

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 26663:						1,003.54
26664						
11/13/2020	26664	Instrument Electric Service	120.00	Well timers	52-82-810	120.00
Total 26664:						120.00
26665						
11/13/2020	26665	Integrity Auto Body, LLC	1,440.95	Fix Town Admin truck from accident	10-45-310	1,440.95
Total 26665:						1,440.95
26666						
11/13/2020	26666	J & G Landscaping, Inc	34,998.00	Landscaping for Eagle Park	10-45-104	34,998.00
Total 26666:						34,998.00
26667						
11/13/2020	26667	JDC Investigations, LLC	530.00	Background investigation on new CSO Foertsch	10-54-980	530.00
Total 26667:						530.00
26668						
11/13/2020	26668	Leeward Tree Farm, LLC	445.00	Tree at library	10-45-260	445.00
Total 26668:						445.00
26669						
11/13/2020	26669	Lithia Motors Support Services	666.76	Repair HVAC - stuck on vent position in Unit #5	10-54-950	666.76
Total 26669:						666.76
26670						
11/13/2020	26670	Mastercard	82.44	Mouthpieces for intox tests	10-54-350	82.44
11/13/2020	26670	Mastercard	239.80	Hotel for C Steiner NIBRS training Cheyenne 10/26-10	10-54-910	239.80
11/13/2020	26670	Mastercard	372.29	Christmas cards	10-45-310	372.29
11/13/2020	26670	Mastercard	1,098.00	Bullett proof vest S Meyer	10-54-225	1,098.00
11/13/2020	26670	Mastercard	28.86	Fuel for C Steiner training Cheyenne 10/26-10/28/2020	10-54-910	28.86

M = Manual Check, V = Void Check

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 10/26/2020 - 11/13/2020Page: 14
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Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
11/13/2020	26670	Mastercard	23.24	Fuel for C Steiner training Cheyenne 10/26-10/28/2020	10-54-910	23.24
11/13/2020	26670	Mastercard	60.94	Medical supplies	10-56-425	60.94
11/13/2020	26670	Mastercard	157.90	Medical Supplies	10-56-425	157.90
11/13/2020	26670	Mastercard	30.79	Medical Supplies	10-56-425	30.79
11/13/2020	26670	Mastercard	39.20	Frames	10-44-235	39.20
11/13/2020	26670	Mastercard	31.26	Candy for Halloween event at FD	10-45-310	31.26
11/13/2020	26670	Mastercard	3.31	Napkins for hot dogs for Halloween event at FD	10-45-310	3.31
11/13/2020	26670	Mastercard	83.50	Recordings	10-44-351	83.50
11/13/2020	26670	Mastercard	10.00	Water for Judge	10-54-235	10.00
11/13/2020	26670	Mastercard	153.26	Measuring wheel and pink marking paint	10-54-350	153.26
11/13/2020	26670	Mastercard	520.00	Microsoft O365 E1	10-55-865	520.00
11/13/2020	26670	Mastercard	40.00	Microsoft O365 E3	10-55-865	40.00
11/13/2020	26670	Mastercard	15.74	Zoom monthly subscription	10-45-995	15.74
11/13/2020	26670	Mastercard	252.59	Additional hotel charge for K Acord for training in Craig,	10-54-260	252.59
Total 26670:						3,243.12
26671						
11/13/2020	26671	My Parking Sign	561.30	Dead End and No Parking signs	10-61-840	561.30
11/13/2020	26671	My Parking Sign	582.25	Timberman signs	10-61-840	582.25
Total 26671:						1,143.55
26672						
11/13/2020	26672	NAPA Auto Parts	64.99	Inverter for vehicle	10-45-390	64.99
11/13/2020	26672	NAPA Auto Parts	40.97	Winter additive	10-81-950	40.97
11/13/2020	26672	NAPA Auto Parts	43.70	Tailgate handle ford ranger	10-61-950	43.70
Total 26672:						149.66
26673						
11/13/2020	26673	Nates Flowers	60.00	Flowers Death in Family N Holbrook	10-45-310	60.00
Total 26673:						60.00
26674						
11/13/2020	26674	Norco, Inc	395.90	Nitrile gloves	10-56-425	395.90
11/13/2020	26674	Norco, Inc	133.83	Nitrile gloves	10-56-425	133.83
11/13/2020	26674	Norco, Inc	12.09	cylinder rental	10-56-425	12.09

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
11/13/2020	26674	Norco, Inc	111.82-	Credit memo - overpayment on ck 25444	10-64-840	111.82-
11/13/2020	26674	Norco, Inc	18.48	Janitor supplies	10-44-267	18.48
11/13/2020	26674	Norco, Inc	136.21	Janitor supplies	10-44-267	136.21
Total 26674:						584.69
26675						
11/13/2020	26675	One Call of Wyoming	64.50	86 Tickets for Sept 2020	51-81-620	64.50
Total 26675:						64.50
26676						
11/13/2020	26676	Powder River Armory, LLC	72.00	Magpul window	10-54-220	72.00
Total 26676:						72.00
26677						
11/13/2020	26677	R & R Rest Stops of Casper Inc	170.00	Portable Restroom Sunny Acres Park	10-70-690	170.00
11/13/2020	26677	R & R Rest Stops of Casper Inc	170.00	Portable Restroom Noreen Kilmer Park	10-70-690	170.00
11/13/2020	26677	R & R Rest Stops of Casper Inc	140.00	Portable Restroom Freden Park	10-70-690	140.00
Total 26677:						480.00
26678						
11/13/2020	26678	Rick's Rocks	4,400.00	Name plates for Eagle Park	10-45-260	4,400.00
Total 26678:						4,400.00
26679						
11/13/2020	26679	Rocky Mountain Drug Testing	525.00	Random Drug Testing	10-44-352	525.00
Total 26679:						525.00
26680						
11/13/2020	26680	Sutherlands	15.22	Fittings and conduit for electrical repair at Eagle Park	10-64-840	15.22
11/13/2020	26680	Sutherlands	45.98	Snow shovels	10-64-840	45.98
Total 26680:						61.20

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 10/26/2020 - 11/13/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
26681						
11/13/2020	26681	Trans Union Risk & Alternative	50.00	digital investigate subscription	10-54-330	50.00
Total 26681:						50.00
26682						
11/13/2020	26682	WatchGuard Video	200.00	Wireless kit for in car radio system Unit #10	10-45-350	200.00
Total 26682:						200.00
26683						
11/13/2020	26683	Wyoming Financial Insurance, Inc	1,003.00	Endorsement of tank to property insurance policy	10-45-890	1,003.00
Total 26683:						1,003.00
26684						
11/13/2020	26684	Wyoming Machinery Co Inc	37.81	Regulator and gasket	54-84-950	37.81
Total 26684:						37.81
26685						
11/13/2020	26685	Wyoming Water Quality & Pollutio	220.00	2020 Conference M Coleman	51-81-910	220.00
Total 26685:						220.00
Grand Totals:						438,128.30

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	119.81	383,238.16-	383,118.35-
10-23700	50,348.57	.00	50,348.57
10-23800	5,623.19	.00	5,623.19
10-25100	363.94	.00	363.94
10-25200	1,143.79	.00	1,143.79
10-25300	54.36	.00	54.36

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-26150	1,640.00	.00	1,640.00
10-36-420	150.00	.00	150.00
10-36-430	585.00	.00	585.00
10-44-235	170.04	.00	170.04
10-44-267	444.87	7.99-	436.88
10-44-351	149.00	.00	149.00
10-44-352	525.00	.00	525.00
10-44-620	1,276.66	.00	1,276.66
10-44-725	1,054.00	.00	1,054.00
10-44-850	2,034.99	.00	2,034.99
10-44-861	15,500.00	.00	15,500.00
10-44-862	433.50	.00	433.50
10-44-890	5,055.58	.00	5,055.58
10-44-930	6,250.00	.00	6,250.00
10-44-940	1,110.71	.00	1,110.71
10-44-941	5,240.55	.00	5,240.55
10-44-981	1,000.00	.00	1,000.00
10-44-982	447.06	.00	447.06
10-44-983	78.49	.00	78.49
10-45-104	52,523.00	.00	52,523.00
10-45-260	49,107.95	.00	49,107.95
10-45-268	141.35	.00	141.35
10-45-280	16,785.59	.00	16,785.59
10-45-310	52,172.34	.00	52,172.34
10-45-350	3,034.00	.00	3,034.00
10-45-390	322.99	.00	322.99
10-45-875	2,538.97	.00	2,538.97
10-45-890	1,003.00	.00	1,003.00
10-45-992	167.22	.00	167.22
10-45-995	15.74	.00	15.74
10-46-235	239.00	.00	239.00
10-46-335	4,300.50	.00	4,300.50
10-46-336	465.00	.00	465.00
10-46-337	1,121.00	.00	1,121.00
10-46-725	1,054.00	.00	1,054.00
10-46-864	47,837.85	.00	47,837.85
10-46-930	6,250.00	.00	6,250.00
10-46-940	1,135.76	.00	1,135.76
10-46-941	2,643.14	.00	2,643.14
10-46-983	158.15	.00	158.15

TOWN OF MILLS

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Check Issue Dates: 10/26/2020 - 11/13/2020Page: 18
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GL Account	Debit	Credit	Proof
10-49-970	2,628.00	.00	2,628.00
10-51-235	673.02	.00	673.02
10-53-370	125.18	.00	125.18
10-53-840	54.27	.00	54.27
10-54-220	982.00	.00	982.00
10-54-225	1,098.00	.00	1,098.00
10-54-235	297.25	.00	297.25
10-54-260	463.29	.00	463.29
10-54-270	50.00	.00	50.00
10-54-310	108.90	.00	108.90
10-54-330	135.40	.00	135.40
10-54-350	235.70	.00	235.70
10-54-370	1,788.00	.00	1,788.00
10-54-415	12,152.16	.00	12,152.16
10-54-500	4,384.95	.00	4,384.95
10-54-855	250.00	.00	250.00
10-54-900	234.96	.00	234.96
10-54-910	566.90	.00	566.90
10-54-950	666.76	.00	666.76
10-54-980	530.00	.00	530.00
10-55-310	1,381.00	.00	1,381.00
10-55-860	275.00	.00	275.00
10-55-865	560.00	.00	560.00
10-56-210	41.00	.00	41.00
10-56-310	105.90	.00	105.90
10-56-350	21.99	.00	21.99
10-56-370	729.10	.00	729.10
10-56-425	1,505.35	.00	1,505.35
10-56-720	59.40	.00	59.40
10-56-730	375.00	.00	375.00
10-56-855	56.98	.00	56.98
10-57-370	186.44	.00	186.44
10-57-499	4,031.25	.00	4,031.25
10-57-550	865.43	.00	865.43
10-61-840	1,143.55	.00	1,143.55
10-61-950	84.67	.00	84.67
10-64-260	80.20	.00	80.20
10-64-840	61.20	111.82-	50.62-
10-70-690	480.00	.00	480.00
10-70-840	55.00	.00	55.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-70-950	19.11	.00	19.11
51-21100	4,388.80	5,516.45-	1,127.65-
51-26150	212.63	.00	212.63
51-81-430	4,868.64	4,388.80-	479.84
51-81-620	64.50	.00	64.50
51-81-840	150.68	.00	150.68
51-81-910	220.00	.00	220.00
52-21100	.00	18,105.50-	18,105.50-
52-82-235	65.47	.00	65.47
52-82-370	85.53	.00	85.53
52-82-720	88.00	.00	88.00
52-82-810	120.00	.00	120.00
52-82-840	11,269.74	.00	11,269.74
52-82-976	6,476.76	.00	6,476.76
53-21100	.00	22,688.09-	22,688.09-
53-83-620	22,688.09	.00	22,688.09
54-21100	.00	13,088.71-	13,088.71-
54-84-250	13,050.90	.00	13,050.90
54-84-950	37.81	.00	37.81
Grand Totals:	<u>447,145.52</u>	<u>447,145.52-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"



September 2020 Account Balances

Repo	\$451,398.66
Water Deposit	\$75,800.62
Ambulance	\$500.00
Municipal Court	\$24,316.13
Court Bond	\$4,259.03
Police - FIB	\$542.02
Police - Jonah	\$1,268.23
Steel Eagle	\$500.01
WGIF Water Reserve	\$115,966.79
WGIF Sewer Reserve	\$135,730.70
WGIF Sanitation Reserve	\$217,653.60
WGIF General Fund Reserve	\$446,108.10
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,866.00
WGIF Sewer Tap Reserve	\$97,431.94
WGIF Police Reserve	\$23,745.37
WGIF Parks Reserve	\$670.84
WGIF FD Trust Fund	\$153,018.83
WGIF #146 Radio Read Fund	\$21,032.37
Totals	\$1,802,809.24

Town Treasurer, Christina Pope

Mayor, Seth Coleman



October 2020 Account Balances

FIB Repo - CLOSED	\$0.00
FIB Sweep	\$41,092.43
Jonah Operating	\$317,615.08
Jonah Water Deposit	\$75,800.00
FIB Water Deposit - CLOSED	\$0.00
FIB Ambulance	\$2,085.20
Jonah Municipal Court	\$13,003.05
FIB Municipal Court	\$1,067.10
Jonah Court Bond	\$6,370.00
FIB Court Bond - CLOSED	\$0.00
Jonah Police	\$775.50
FIB Police - CLOSED	\$0.00
Jonah Steel Eagle	\$500.01
FIB Steel Eagle - CLOSED	\$0.00
WGIF Water Reserve	\$119,569.27
WGIF Sewer Reserve	\$139,357.23
WGIF Sanitation Reserve	\$222,462.77
WGIF General Fund Reserve	446.123.68
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,867.15
WGIF Sewer Tap Reserve	\$98,951.37
WGIF Police Reserve	\$24,906.24
WGIF Parks Reserve	\$670.86
WGIF FD Trust Fund	\$103,669.67
WGIF #146 Radio Read Fund	\$21,033.10
Totals	\$1,221,796.03

Christina Pope

Town Treasurer, Christina Pope

Mayor, Seth Coleman

COURT INCOME REPORT

August 2020


	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees/ Interest	TOTAL
Sales Activity	8/3-8/7	\$4,781.00	\$1,882.00	\$440.00	\$200.00			\$151.90	\$2,987.10
Court Report		\$4,781.00	\$1,882.00	\$440.00	\$200.00			\$151.90	\$2,987.10
								Difference	\$0.00
Sales Activity	8/10-8/14	\$2,704.00	\$566.00					-\$0.46	\$2,138.46
Court Report		\$2,704.00	\$566.00					-\$0.46	\$2,138.46
								Difference	\$0.00
Sales Activity	8/17-8/21	\$3,495.00	\$220.00	\$260.00					\$3,535.00
Court Report		\$3,495.00	\$220.00	\$260.00					\$3,535.00
								Difference	\$0.00
Sales Activity	8/24-8/28	\$3,227.00	\$170.00	\$1,042.00					\$4,099.00
Court Report		\$3,227.00	\$170.00	\$1,042.00					\$4,099.00
								Difference	\$0.00
Sales Activity	8/31	\$3,420.00	\$1,190.00	\$330.00					\$2,560.00
Court Report		\$3,420.00	\$1,190.00	\$330.00					\$2,560.00
								Difference	\$0.00

Sales Activity Month Total	\$15,319.56
Court Report Month Total	\$15,319.56
Difference	\$0.00
Court Proceedings Check	\$15,319.56

Division of Victim Services Checks

Randy Overman, Jodi Ramsour

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

COURT INCOME REPORT

September 2020

Item # 13.

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity Court Report	9/1-9/4	\$1,909.00		\$570.00				\$78.38	\$2,400.62
		\$1,909.00		\$570.00				\$78.38	\$2,400.62
								Difference	\$0.00
Sales Activity Court Report	9/7-9/11	\$3,218.00	\$644.00						\$2,574.00
		\$3,218.00	\$644.00						\$2,574.00
								Difference	\$0.00
Sales Activity Court Report	9/14-9/18	\$1,911.00	\$435.00						\$1,476.00
		\$1,911.00	\$435.00						\$1,476.00
								Difference	\$0.00
Sales Activity Court Report	9/21-9/25	\$2,190.00							\$2,190.00
		\$2,190.00							\$2,190.00
								Difference	\$0.00
Sales Activity Court Report	9/28-9/30	\$3,687.00	\$1,280.00						\$2,407.00
		\$3,687.00	\$1,280.00						\$2,407.00
								Difference	\$0.00

Sales Activity Month Total	\$11,047.62
Proceedings Report Month Total	\$11,047.62
Difference	\$0.00
Court Proceedings Check	\$11,047.62

Division of Victim Services Checks

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

COURT INCOME REPORT

October 2020

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	10/1-10/2	\$2,061.00						\$79.74	\$1,981.26
Court Report		\$2,061.00						\$79.74	\$1,981.26
								Difference	\$0.00
Sales Activity	10/5-10/9	\$4,526.00	\$980.00	\$185.00					\$3,731.00
Court Report		\$4,526.00	\$980.00	\$185.00					\$3,731.00
								Difference	\$0.00
Sales Activity	10/12-10/16	\$3,712.00		\$320.00	\$500.00				\$3,532.00
Court Report		\$3,712.00		\$320.00	\$500.00				\$3,532.00
								Difference	\$0.00
Sales Activity	10/19-10/23	\$2,512.00	\$400.00	\$520.00					\$2,632.00
Court Report		\$2,512.00	\$400.00	\$520.00					\$2,632.00
								Difference	\$0.00
Sales Activity	10/26-10/30	\$8,645.00	\$3,520.00	\$210.00					\$5,335.00
Court Report		\$8,645.00	\$3,520.00	\$210.00					\$5,335.00
								Difference	\$0.00

Sales Activity Month Total	\$17,211.26
Proceedings Report Month Total	\$17,211.26
Difference	\$0.00
Court Proceedings Check	\$17,211.26

Division of Victim Services Checks

Robert Mark
Chole Haag
Korey Downing
Adam Lopez
Justin Becker

Completed by: 
Town Treasurer

Approved by: 
Court Clerk

Attested by: 
Town Clerk

RESOLUTION 2020-47

TOWN OF MILLS

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

WHEREAS, the Town of Mills has designated the banking institutions below for the fiscal year beginning July 1st , 2020 and ending June 30th , 2021, and

WHEREAS, the Town of Mills desires to continue to use the below 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 July 1st, 2020 and ending June 30th, 2021.

FIRST INTERSTATE BANK

Wyoming Government Investment Fund

Jonah Bank

First State Bank, Division of Glacier Bank

Hilltop National 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.2020-48

EMERGENCY RESOLUTION IMPLIMENTING A TOWN OF MILLS EMERGENCY COVID 19 POLICY

WHEREAS, The COVID 19 Virus (SARS-CoV-2) has caused a global pandemic which is impacting Wyoming; and

WHEREAS, Various agencies and departments of the United States, the State of Wyoming and Natrona County, Wyoming have regarded and threatred the pandemic as an emergency, and the Town of Mills finds that a genuine public health emergency exists which requires immediate action; and

WHEREAS, The Town Council of the Town of Mills, acting pursuant to its statutory authority and procedures, noticed an Emergency Town Council Meeting to address the topic of promulgating emergency policies and procedures to address the public health emergency posed by the pandemic and COVID 19; and

WHEREAS, The infection rate of COVID 19 and the spread of COVID 19 have reached an all time high for the State of Wyoming and, more particularly, Natrona County, Wyoming, with those infection rates exceeding the rates that existed at the time of the State's most stringent orders earlier in 2020; and

WHEREAS, the State of Wyoming is urging communities to take proactive steps to protect the health and safety of their residents; and

WHEREAS, Natrona County has imposed certain requirements for those working or entering Natrona County's facilities; and

WHEREAS, the Town of Mills has an obligation to its employees and residents to be mindful of the public health risks present during the current period and take proactive steps to attempt to protect the health and safety of both its employees and members of the public; and

WHEREAS, the Town of Mills desires to provide clarity to its employees and departments on policies and procedures to address the pandemic and to address instances of COVID 19 infections among its employees and COVID 19 contact among its employees; and

WHEREAS, the current situation is developing in an extremely rapid manner which constitutes an emergency and which further demands rapid action

NOW, THEREFORE, the Town of Mills hereby issues and implements those policies set forth in the attached Town of Mills Emergency COVID 19 Policy, with the same to go into effect and to be implemented immediately.

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

A RESOLUTION APPROVING A SPECIAL REVIEW PERMIT TO ALLOW MOTOR VEHICLE SALES WITHIN AN ESTABLISHED BUSINESS (E-B) ZONING DISTRICT ON LOT 4, BLOCK 13, MOUNTAIN VIEW SUBURB, TOWN OF MILLS.

WHEREAS, the Town of Mills is a municipal corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Mills received an application for a Special Review permit to allow motor vehicle sales within an Established Business (E-B) Zoning District on Lot 4, Block 13, Mountain View Suburb, Town of Mills (Owner/Applicant: Hayley Tennant); and

WHEREAS, notice of the public hearing was published in the Casper Star- Tribune on 1 November 2020, at least ten (10) days prior the hearing, as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Applicant sent notification of the proposed petition to property owners within 140' of the property as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Applicant, completed an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed, as required by Section 17.16.010 of the Mills Zoning Ordinance; and

WHEREAS, the Town Staff have verified completeness of the application, affidavit of mailing, owners within 140 feet, and narrative provided by the Applicant; and

WHEREAS, the Standards of Review, as described in Section 17.16.010 (C) (1-7) of the Mills Zoning Ordinance, were considered in the approval of the Special Review Permit; and

THEREFORE, BE IT RESOLVED, the Town Council of the Town of Mills, Wyoming, approves the Special Review Permit to allow motor vehicle sales within an Established Business (E-B) Zoning District on Lot 4, Block 13, Mountain View Suburb, Town of Mills, subject to the following conditions:

1. Outstanding violations, filing procedures, time limitations/expiration, transfers, modifications and revocation, suspension or modification by Council as described in Section 17.16.010 (E)- (J) applies to the Permit.
2. The Special Use Permit runs with the land and succeeds to the benefit of subsequent owners, subject to the terms and conditions of the Permit.

PASSED, APPROVED, AND ADOPTED this 17th Day of November 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

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. 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

Chapters:

CHAPTER 2.04
TOWN COUNCIL

2.04.010 - Organization.

(a) The municipal officers of the Town shall consist of a Mayor and four councilmen, who shall be a body corporate and politic, and shall constitute the governing body of the Town.

(b) Everywhere in the Town ordinances for the Town of Mills, the use of the word “Town” or “city” shall be deemed to have the same meaning, and shall refer to the municipality.

2.04.020 - Mayor.

The Mayor shall preside at meetings of the governing body and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by the Constitution of the state of Wyoming, statutes, or the provisions of this code. He shall be recognized as the head of the Town government for all ceremonial purposes, by the courts for serving civil processes and by the government for the purposes of military law. The Mayor shall be the manager of the Departments and their personnel and may do so through such designees as he may appoint.

2.04.030 - Election of president.

At the first meeting of the official year following the election, the governing body shall elect from its membership a president of the council, who shall conduct the meetings in the absence of the Mayor, and perform such other duties as shall be conferred and imposed upon him by ordinance or statute in the event the Mayor is rendered unable to act by reason of absence or disability. The president of council shall, in that capacity, be authorized to sign official documents for the Town and checks, in the absence of the Mayor.

The president of the council shall also serve as the Mayor pro tem.

2.04.040 - Powers and duties—Generally.

The corporate authority of the Town shall be vested in the council, as the governing body of the Town. The governing body shall have and shall exercise the powers, privileges and duties granted and conferred by statute.

2.04.050 - Power to make regulations, ordinances, and resolutions.

The governing body shall have the power to make and publish ordinances, resolutions, and regulations not inconsistent with the laws of the state for carrying into effect or discharging the

powers and duties conferred by statute; and to enforce obedience to such ordinances by municipal court fines not exceeding seven hundred fifty dollars (\$750.00), and where appropriate and provided by Ordinance, levy and enforce such civil penalties as provided by ordinance or statute

2.04.060 - Appointment of city officials.

(a) The Mayor shall appoint a city administrator, city clerk, city treasure, clerk of court, city judge, chief of police, fire chief, city engineer, city attorney, community development director, building official, and public works director and fix their salaries or compensation. The Mayor shall also appoint members of the Planning and Zoning Board, and all members of all other boards and committees created in code. The Town Council shall vote to confirm or reject any said appointment, with a majority of the Town Council being required in order to approve the appointment. The salary or compensation may be changed from year to year and these appointed officials may be discharged and their employment terminated at any time at the discretion of the Mayor provided, however, that no such termination may occur within the first thirteen (13) months of the term of a new Mayor who did not serve in the prior term without the permission of the Town Council.

(b) All other Town positions shall be made by the Mayor or his designee. Said positions may be terminated at any time at the discretion of the Mayor or his designee, after the 13th month of his first term. The Mayor may consult the Governing Body on personal matter when he deems prudent or necessary.

2.04.070 - Power to make laws relating to health and welfare.

In addition to all other powers, the governing body may make any provisions or regulations not in conflict with state law and deemed necessary for the health, safety, or welfare of the Town.

2.04.080 - Filling vacancies in position of councilperson.

(a) A vacancy exists in the office of councilperson in the event of removal from the Town, conviction of a felony, or any other reason specified in Wyoming Statutes 1977, as amended, Section 22-18-101.

(b) If a vacancy occurs, the Town council shall appoint an eligible person to the office who shall serve until his successor is elected at the next general municipal election and qualified.

(c) The procedure for appointment to fill a vacancy in the office of councilperson shall include:

- (i) Application in writing to the Town clerk on a form prepared by the Town clerk;
- (ii) Interviews of applicants, conducted by the Town council in executive session, at a regular meeting of the Town council or at a special meeting of the Town council following notice as required by law;

- (iii) Appointment by motion and vote of the Town council at a regular meeting of the Town council or at a special meeting of the Town council following notice as required by law.

(d) The procedure for appointment to fill a vacancy in the office of councilperson may include consideration and deliberation of the appointment in executive session, if approved by a majority of the members of the Town council present.

2.04.070 Conduct of Members of the Governing Body

Members of the Town Council shall all times conduct themselves with the decorum required of the office. No member shall disparage the Council or individual Councilpersons at any time. Members of the Council shall:

(a) Attend all Council meetings of which they have notice unless a matter of sufficient importance precludes them from doing so, in which case they shall provide notice to the Town Clerk of their anticipated absence as soon as practical. In no case shall a Councilperson miss more than 25% of regular Town Council work session and general sessions in any one year.

(b) Excuse themselves from matters in which they have a direct financial interest or personal conflict.

(c) Make reasonable efforts to remain informed of Town Council business and matters at all times.

(d) Accept such appointments as the Town Council shall make of individual Councilpersons.

(e) Perform those duties ordinarily and customarily incumbent upon a Town Councilperson.

(f) Town Councilpersons shall submit to the same drug testing policies and procedures as Town of Mills employees with it a positive test indicating illegal or impairing drug use being deemed improper conduct in office.

(g) Should 75% of the Town Council judge that a Councilperson has failed in to perform in accordance with the provisions set forth above, the Town Council may take censure the Town Councilman as the Town Council sees fit, including fining said Town Councilman an amount not in excess of \$750.00. Should the Council, by unanimous consent, view an action as warranting removal, the Town Council may vote to remove a Town Councilman with the removal taking effect immediately upon the Town Council so voting.

(h) Should 35% of the registered voters in the Town of Mills sign a petition to have a member of the governing body removed the Council must have a hearing on the same within thirty (30) days of the petition being received and the signatures verified. Any vote to remove the

Councilman shall be by unanimous consent. A vote to remove a Councilperson under this section shall take effect immediately.

(i) No Councilperson may be removed through these provisions except through a hearing in which the Councilperson has a right to participate and provide testimony and evidence.

2.04.090 - Meetings—Regular.

Regular meetings of the governing body shall be held at City Hall on the second and fourth Tuesday in each month. Regular meetings shall be held at the hour of seven (7:00 p.m., 19:00). In the event of a conflict or other need, the Mayor may cancel the meeting and call a new time and date as provided by law or choose to not hold any meeting until the next scheduled meeting.

2.04.100 - Meetings—Special.

(a) The Mayor or any two Council members shall have power to call special meetings of the city council, the object of which shall be submitted to the council in writing, and the call and object, as well as the disposition thereof, shall be made a matter of record upon the journal.

(b) It is the duty of the city clerk to notify the governing body, the public, and post on the website of the Town and at the Town Hall, Mills Police Department, Mills Public Library and the United States Post Office in Mills Wyoming of any special meeting, which notices shall give the time and place of such special meeting and indicate the business to be transacted at such meeting. No other business shall be considered at a special meeting.

2.04.110 - Meetings—Executive session.

When the nature of the business falls within Wyoming Statutes 1977, Section 16-4-405, the governing body may, by a majority vote of the members present, go into executive session and exclude the public thereon. Such sessions shall be held:

(a) With the attorney general, county attorney, district attorney, city attorney, sheriff, chief of police or their respective deputies or other officers of the law, on matters posing a threat to the security of public or private property, or a threat to the public's right of access.

(b) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer. The governing body may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the governing body may deliberate on its decision in executive sessions.

(c) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party;

(d) On matters of national security.

- (e) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
- (f) To consider acceptance of gifts, donations, and bequests.
- (g) To consider or receive any information classified as confidential by law.
- (h) To consider accepting or tendering offers concerning wages, salaries, benefits, and terms of employment during all such negotiations.
- (i) No votes shall be conducted or taken during an Executive Session.

2.04.120 - Meetings—Adjourned or recessed.

Adjourned or recessed meetings may be reconvened at such time as the council may determine.

2.04.130 – Work sessions.

The governing body may hold public study sessions in order to study, discuss or analyze matters which have been, are, or may be subject to the consideration of the governing body. No "action" as defined by Wyoming Statutes 2007, Section 16-4-402, may be taken at a study session. Work sessions shall be held every 1st Tuesday of the month, and one (1) hour prior to scheduled regular council meetings, or as called by the Mayor.

2.04.140 - Rules of order—Generally.

The rules of parliamentary practice contained in "Robert's Rules of Order" shall guide the conduct of regular and special meetings of the governing body of the city on all matters where same are applicable and in which same are not inconsistent with the provisions of state law; in which case the provisions of state law shall prevail.

2.04.150 - Call to order—Quorum.

- (a) At the hour appointed for its meeting, the governing body shall be called to order by the presiding officer.
- (b) A majority of the governing body constitutes a quorum for the transaction of business at any meeting.

2.04.160 - Record of proceedings.

- (a) The Town clerk or designated person shall attend all regular and special meetings of the governing body and make an accurate record of all business transacted at each meeting. The

manner in which each member of the governing body votes upon any proposition or upon the passage of any bylaw, resolution or ordinance shall be entered in the minutes. The name of the member making a motion shall also be entered in the minutes.

(b) The minutes of the proceedings shall be open for inspection at any reasonable time.

(c) The governing body shall publish to the Town’s website the minutes of all its regular and special meetings and the titles of all ordinances passed. The minutes shall include every bill presented to the governing body showing the amount of the bill, the amount allowed, what the bill was for, and by whom claimed. Publication shall be made once.

2.04.170 - Preservation of order.

The Mayor or presiding officer at council meetings shall preserve order, prevent personal reflections, confine members in debate to the question and shall decide who shall be first heard when two members arise at the same time. Any member of the council when called to order by the presiding officer shall at once suspend his remarks.

2.04.180 - Minutes of executive sessions.

Minutes of executive sessions of the Town council, as authorized by Wyoming Statutes 1977, as amended, Section 9-11-105, shall be sealed and entered in an official journal of the Town in the appropriate fashion, subject to production by appropriate legal process.. The minutes of executive sessions shall contain the following:

(a) A record of the vote approving the executive session.. The vote having been taken before discussion of the executive matter.

(b) The location of the executive session.

(c) The names of the members of the Town council present at the executive session.

(d) The names of the members of the Town council absent from the executive session.

(e) The time that the executive session was called to order and the time adjourned.

(f) The topic of the executive session, as described by the appropriate subsection of Wyoming Statutes 1977, as amended, Section 16-4-405, or the appropriate portion thereof.

CHAPTER 2.08
ORDINANCES AND RESOLUTIONS

ARTICLE I. - ORDINANCES

2.08.010 - Required for legislation.

All municipal legislation shall be by ordinance, unless provided otherwise by law.

2.08.020 - Form.

All ordinances shall be in writing and passed pursuant to rules and regulations adopted by the governing body. No ordinance, except one making appropriations or one for the codification or general revision of ordinances, may contain more than one (1) subject which shall be expressed clearly in the title. Ordinances making appropriations and ordinances relating to codification or general revision of ordinances shall be limited to those respective subjects.

2.08.030 - Ordaining clause.

The style of all ordinances shall be: "Be it ordained by the Town Council of the Town of Mills, Wyoming ..."

2.08.040 - Public reading.

Every ordinance shall be publicly read on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance. For an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths ($\frac{3}{4}$) of the elected and qualified members of the governing body. No franchise may be granted by emergency ordinance.

2.08.050 - Vote required for passage.

Passage of an ordinance requires the affirmative vote of the majority of the elected members of the governing body. The passage of an emergency ordinance requires the affirmative vote of three-fourths ($\frac{3}{4}$) of the elected and qualified members of the governing body.

2.08.060 - Effective date.

Every ordinance before becoming effective shall be published on the Town website. An ordinance shall become effective after passage, approval, and publication by the governing body.

2.08.070 - Signature and attestation.

Every ordinance shall, within seven (7) days after passage, be signed by all members of the governing body, and attested by the clerk, who shall affix the seal of the Town thereto and record the ordinance in the book of ordinances. The attestation of the clerk shall show the ordinance was duly published. The ordinance shall subsequently be recorded with the County Clerk of Natrona County Wyoming, in accordance with the applicable provisions of law and procedures of the County Clerk.

2.08.080 - Emergency ordinances.

Emergency ordinances shall become effective upon proclamation of the Mayor, and as soon thereafter as is practicable, they shall be published to the Town website.

2.08.100 - Amendment and repeal.

Amendments and repeals of ordinances, or sections thereof, shall be by ordinance. An amending ordinance shall set forth the entire ordinance or section as amended.

2.08.110 - Charter ordinances.

(a) Except for statutes uniformly applicable to all cities and Towns and statutes prescribing limits of indebtedness, the Town may by charter ordinance exempt itself from the effects of all or any part of a statute that otherwise would apply to it.

(b) Such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to the Town, as specifically designated in the ordinance shall not apply to the Town. Such ordinance may provide other provisions on the same subject.

(c) Passage of a charter ordinance requires the affirmative vote of two-thirds (2/3) of the elected members of the governing body.

(d) Every charter ordinance shall be published once each week for two (2) consecutive weeks in the official Town newspaper. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. Referendum procedures may be initiated prior thereto as provided for in Article 13, Section 1(c) of the State of Wyoming Constitution.

(e) An approved charter ordinance, after becoming effective, shall be recorded by the Town clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the Secretary of State.

Article II
Resolutions

2.08.120 - When used.

A resolution shall be used when the order of the governing body is of a special or temporary character or an expression or opinion concerning some particular business and is not intended to permanently direct and control matters.

2.08.130 - Form.

All resolutions shall be in writing and passed pursuant to rules and regulations adopted by the governing body.

2.08.140 - Style.

The style of all resolutions shall be: "Be it resolved by the Town Council of the Town of Mills, Wyoming ..."

2.08.150 - Vote required for passage.

Passage of a resolution requires the affirmative vote of the majority of the elected members of the governing body.

2.08.160 - Effective date.

A resolution shall become effective after it has been publicly read and approved by the governing body.

2.08.170 - Signature and attestation.

After a resolution has been approved, the same shall be signed by every member of the Governing body and attested to by the Town clerk who shall attach the seal of the Town thereto and record the resolution in the book of resolutions.

Chapter 2.12
TOWN ADMINISTRATOR

2.12.010 - Exemption from state statute.

The city shall not be governed by the provisions of Wyoming Statutes 2007, as amended, Sections 15-3-204, 15-1-108, and 15-1-103 (a) (xxxvii).

2.12.020 - Employment—Salary.

The governing body shall employ a city administrator, city attorney and municipal judge, and fix his salary. The city administrator is an employee and serves at the pleasure of the Mayor. The salary may be changed from year to year, and the city administrator may be discharged, and that employment terminated at any time by the Mayor as long as such complies with 2.04.060. The City Administrator may also serve as a department head of any of the various departments of the City while also serving as the City Administrator. His salary will be set by the Mayor taking into account the responsibilities and functions he performs. The salary shall not exceed the appropriations made by the annual budget set by the Governing Body.

2.12.025 - Duties of Mayor.

The Mayor shall:

- (a) Preside at all meetings of the governing body, and in the Mayor's absence a council President shall act as Mayor pro tem;
- (b) Have superintending control of all officers and affairs of the city.
- (c) Oversee compliance with the ordinances and laws;
- (d) Sign commissions and appointments and all bonds, contracts and other obligations required to be signed in the name of the city; and
- (e) Have one (1) vote on all matters coming before the governing body upon which a vote is taken, except a vote:
 - (i) To override a veto;
 - (ii) To confirm an appointment other than a vote to break a tie vote of the governing body; and
- (f) Pursuant to a hearing for removal or discharge as provided in W.S. Sections 15-2-102(b)(iv)(C) or 15-3-204(b)(iv)(C) (2007).

2.12.040 - Expert services.

The Mayor may employ experts to perform unusual or special services.

2.12.045 – Duties of Town Administrator

The Town Administrator shall report to the Mayor and shall take all direction from the office of the Mayor. The Town Administrator shall be the conduit of information of the operations of the Town to the governing body. Members of the governing body shall direct all questions and requests for information or data through the City Administrator so he may insure all of the governing body receives such information and remains appropriately informed on all relevant issues.

2.12.050 - Appointment powers.

- (a) All employees shall be appointed, suspended, transferred, and removed by the Mayor or appointee, subject to the personnel regulations of the city as adopted by the governing body.
- (b) All of the appointees of the Mayor shall report to the city administrator for issues concerning the day to day operations of the City so he may stay informed on those issues he is to report to the Mayor and Governing Body.
- (c) The City Administrator when acting as the designee of the Mayor may appoint and remove all subordinates, clerks, assistants, laborers, and servants and fix the compensation of those appointed by him within the limits fixed by the governing body and the law, consistent with the

city's ability to pay. Appointment shall be on the basis of merit. He shall seek the advice of the governing body on personnel matters as he deems necessary.

2.12.060 - Duties—Generally.

The City Administrator shall:

(a) Oversee the operation of the day to day administration of the city. The Mayor shall provide the City Administrator direction and set the policies for the operation and administration of the city. The governing body shall direct any questions, issues, or concerns regarding the operation and/or administration of the city through the City Administrator. The City Administrator or his designee shall investigate and provide clear, complete, and unbiased information in response to such questions, issues, or concerns to the entire governing body to assist the governing body in making policy decisions for the city. The Mayor shall also provide input and recommendation to the governing body on such requests.

(b) Attend all meetings of the governing body and may recommend to the governing body adoption of such measures as the City Administrator deems necessary for the health, safety, and welfare of the community or for the improvement of municipal services.

(c) Perform all duties imposed on the position consistent with state laws or ordinances.

(d) Supervise the enforcement of all laws, ordinances, rules, regulations, policies, and procedures of the city adopted by the governing body.

(e) Be responsible to the Mayor for the administration of all departments of the city and supervise the administrative functions of such departments.

(f) Prepare and submit to the governing body reports that are required or that the administrator or governing body may consider advisable.

(g) Keep the governing body fully advised of the financial status of the city, presenting a monthly report on the financial condition and future needs.

(h) Prepare a proposed budget annually, submit it to the Mayor and be responsible for its administration after adoption by the governing body.

(i) Perform all duties imposed on the position by ordinances adopted by the governing body which is not inconsistent with state laws.

(j) Prepare annually recommendations to the governing body on the compensation plan and fringe benefits package for all city positions and shall also make recommendations to the governing body concerning the personnel manual position descriptions and position classification changes.

2.12.070 - Management of utilities.

(a) The city administrator shall manage any utility owned and operated by the city. Subject to the laws relating to public utilities, the governing body shall fix all rates and compensation to be paid by consumers of water, sewer, sanitation, or any service furnished by any other public utility owned or operated by the city.

(b) All utilities servicing the Town or existing in the Town, to include water, sewer, sanitation, shall be required to have a franchise agreement, irrespective of whether they are providing those services within the Town itself and pursuant to the authority granted to municipalities under WS 15-1-101 et seq.

Chapter 2.16
TOWN OFFICES—GENERALLY

2.16.010 - Departments and department heads enumerated.

The administrative services of the city shall be divided in the following department and offices and shall be under the control and supervision of a department head who shall have the title indicated:

Office of the City Clerk	City Clerk
Community Development Office	Community Development Director
Finance Office	City Treasurer
Emergency Services Office A. Police Department B. Fire Department	Director of Emergency Services Chief of Police Fire Chief
Public Works Department	Public Works Director

2.16.020 - Responsibilities of department and office heads.

(a) Each department and office heads shall perform all duties required of his office by state law, the charter, this code and ordinances of the Town, and such other duties not in conflict therewith as may be required by the Town administrator.

(b) The heads of the various administrative departments and offices shall be immediately responsible to the Town Administrator for the effective administration of their respective departments and all activities assigned thereto. The Administrator may set aside any action taken by a department head and may supersede him in the functions of his office if doing so advances the directives he has been given by the Mayor. Two (2) or more departments may be headed by the same individual. In the case of a vacancy in any office or during the absence of any department head, the administrator may designate an interim acting head of the department or may perform, personally, the functions of the office.

(c) Department heads to be salaried positions.

2.16.030 - Department authority over employees.

Each department head shall have the authority to appoint and remove, subject to the personnel regulations and the approval of the Administrator, all subordinates under him. Each department head may, subject to the approval of the administrator, promulgate rules and regulations for the orderly management of their respective departments. Department heads shall consult with the Town Administrator, and or Mayor, before terminating a subordinate in an effort to have peer review to ensure Town policies, and best employment practices are followed and that the subordinate’s rights are not infringed. All department heads are authorized to communicate with the city attorney on personal matters when the need arises. In doing so they shall also inform the Mayor and City Administrator of such communication, unless doing so would likely create a conflict of interest.

Chapter 2.20
OFFICE OF EMERGENCY SERVICES

2.20.010—Office Established.

There shall be an Office of Emergency Services which shall contain the Police Department and the Fire Department. The purpose of the Office of Emergency Services shall be to coordinate, organize and direct the overall emergency and safety response for the Town of Mills.

2.20.020---Director of Emergency Services.

The Office of Emergency Services shall be presided over by the Director of Emergency Services. The Director of Emergency Services shall be the Chief of Police unless the Mayor determines that a separate Director of Emergency Services is necessary, and the Town Council approves the hiring a separate Director.

Chapter 2.20.030 – Police Department Established

There shall be a Police Department which shall be charged with enforcing the laws and ordinances of the Town of Mills, Natrona County, the State of Wyoming and the United States, as appropriate and as authorized for a municipal police department under the laws of the State of Wyoming.

2.20040 – Police Chief—Duties.

The police department shall be headed by the Police Chief who shall be the commanding officer of the police force. He shall have the following responsibilities and powers:

- (a) To direct the police work of the Town and be responsible for the enforcement of the law and order throughout the Town.
- (b) To prescribe such policies and procedures for the orderly management and general governance of the city police department, as shall be approved by the city council.
- (c) The performance of other related duties as directed by the Town Administrator or Town Council.
- (d) The administration of the community service division consisting, animal control and code enforcement.

2.20.050 - Powers of police officers.

- (a) The Chief of Police and any sworn officer shall have all the powers granted to peace officers by the laws of this state.
- (b) Police officers shall have power to arrest all persons found in the act of violating any law or provisions of this code or law of the state or aiding or abetting in any such violation, and shall arrest any person found under circumstances which would warrant a reasonable man in believing that such person had committed a crime.
- (c) Police officers shall have the power and authority, and it shall be their duty to serve and execute warrants and other process for the summoning, apprehension and commitment of any person charged with a violation of any provision of this code.

Chapter 2.20.060 – Fire Department Established

There shall be a Combination Fire Department which shall be charged with providing for qualified full-time and paid volunteer fire fighters and such associated emergency service personnel as appropriate and as authorized for a municipality under the laws of the State of Wyoming. At all times the Mills Fire Department shall be organized as a Combination Fire Department featuring both full-time and paid volunteer fire fighters.

2.20.070 - Fire chief—Appointment—Term of office.

The Mayor shall appoint a Fire Chief, who shall hold his office for a term of five (5) years, and until his successor is appointed and qualified, unless sooner removed for cause in accordance with 2.04.060.

2.20.080 - Fire Chief—Powers and duties.

(a) The Fire Chief shall be responsible for the administration and enforcement of the Uniform Fire Code, adopted by the Town, all ordinances relating to fire prevention and suppression and all applicable state statutes.

(b) The Chief of the fire department shall be the administrative officer of the department, subject to the rules and regulations prescribed and the orders and ordinances made from time to time by the governing body and shall have the following powers and duties:

- (i) To be responsible for all property belonging to the department and all firemen and fire companies in the service of the department, in the proper discharge of their duties;
- (ii) To see that the ordinances of the Town applicable to the fire department are faithfully observed;
- (iii) To have sole command at all fires over all officers and all persons who may be present, and to take all proper measures for the extinguishment of fires, the protection of lives and property and the preservation of law and order;
- (iv) To examine into the condition of the apparatus, buildings and other property belonging to the Town and used by the fire department and see that all fire hydrants are in good working order at all times. Under his supervision, all hose belonging to the department must be tested at least once a year;
- (v) To keep a complete and correct inventory of all property belonging to the department;
- (vi) To keep a roll of members showing attendance at all monthly meetings and fires and report the same to the governing body. The fire chief shall present a monthly written report to the governing body showing all fires and shall, in addition to showing the fires, show the number of meetings held, and, upon request of the governing body, shall include any other information or data that may be necessary or required.

2.20.090 - Fire Chief—Emergency powers.

(a) The Chief of the fire department, or any assistants in command, may prescribe limits in the vicinity of any fire within which no persons excepting those who reside therein, firemen and policemen, and those admitted by any order of any officer of the fire department shall be permitted to come.

(b) The Fire Chief or any assistant in command shall have the power to cause the removal of any property, whenever it shall become necessary for the preservation of such property from fire, or to prevent the spreading of fire or to protect adjoining property.

(c) The Fire Chief and the Fire Marshal shall have the power to issue appropriate citations in performing their duties under the Uniform Fire Code.

(d) The Fire Chief shall ensure that adequate fire department personal and apparatus are available for deployment in the City of Mills before allocating such resources to medical transports, or mutual aid deployments.

(e) The Fire Chief shall ensure every member of the City of Mills Combination Fire Department displays attitudes and actions that promote the service of paid volunteer Mills firefighters, and shall dismiss from employment any member of his department who does not promote such attitudes and actions.

(f) The fire chief and the fire marshal shall have the power to issue appropriate citations in performing their duties under the Uniform Fire Code.

2.20.040 - Appointment of Firemen.

The fire department shall be composed of the Chief and such other subordinate officers and firemen as may be approved by the governing body. All firemen shall be appointed by the chief of the fire department. The fire chief shall have the authority to suspend from duty any fireman for cause. The department shall be a combination fire department meaning that it shall consist of one full time Chief, 7 full time firefighters consisting of three captains, and four engineers or firefighters. These shall be arranged into 3 two man shifts consisting of a captain and either an engineer or firefighter. The seventh position shall join the shift of the Chiefs determination but shall fill in for vacation and sick time for other members of the department. All other fire personal shall be paid volunteer fire department personal.

2.20.1100 - Duties of Members.

All members of the fire department shall perform such duties as may be required of them by the Fire Chief or other authorized officials.

2.20.120 - Fire Marshal—Powers and Duties.

There is created the office of Fire Marshal who shall be recommended by the fire department with the approval of the governing body. His duties shall be:

(a) To inspect, as often as may be necessary, all buildings and premises for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any other violation of the purpose or provisions of the Uniform Fire Code and of any other law or standard affecting fire safety;

(b) To investigate promptly the cause, origin and circumstances of each and every fire occurring in the jurisdiction involving loss of life or injury or destruction or damage to property and, if it appears to the fire marshal that such fire is of suspicious origin, he shall take immediate charge of all physical evidence relating to the cause of the fire and shall pursue the investigation to its conclusion.

2.20.130 - Fire Marshal—Compensation.

The Fire Marshal shall receive such compensation as is deemed appropriate by the Mayor for the performance of his duties unless he is also the fire chief.

2.20.140 - Compensation.

The Chief of the fire department and the firemen shall receive such pay as may be from time to time established by the governing body for each fire and department meeting attended, or as set by resolution.

2.20.150 - Appropriation of funds.

(a) Funds shall be appropriated from the general fund for the use of the department. Such funds shall be available for the operation of the fire department, which will be responsible to the Town administrator for the expenditure of such funds.

(b) Expenditures of the fire department shall not exceed the money budgeted for the use of the department.

Chapter 2.20.060
OTHER OFFICE OF EMERGENCY SERVICES DUTIES

2.20.160 - Lost and found property.

(a) The police department will book into the property room, safeguard, and properly dispose of all property which comes into its custody. The department shall strive to maintain property in the same condition as received for possible presentation as evidence in court. Unless property is contraband or must be used as evidence in court, every reasonable effort shall be made to insure its return to its rightful owner. Property which cannot be returned to its rightful owner shall be disposed of in accordance with the procedure as set forth in subsection B of this section.

(b) Lost and found property, other than contraband, turned into the police department shall be disposed of in the following manner:

- (i) If the owner of the property is known, or the name of the owner can be discovered, the owner shall be notified by certified mail, return receipt requested, that the property must be claimed within thirty (30) days of receipt of the letter. The letter will specifically point out that if the property is not claimed within thirty (30) days, and if no extension has been granted by the police department, the property shall be sold at public auction.
- (ii) If the identity of the owner is not known and cannot be established, the property shall be held by the police department for a period of not less than ninety (90) days and posted to Town website. If at the end of ninety (90) days the property is still unclaimed, the property shall be disposed of as the Town sees fit.

2.20.170 – Disposal of lost and found property.

(a) Notice of sale shall be published on the Town’s website for at least ninety (90) days. Such notice shall contain a full description of the property to be disposed of, and the time, date, and place of such disposal.

(b) The sale of abandoned motor vehicles shall be in accordance with Wyoming Statutes 1977, as amended, Sections 31-14-101 through 31-14-110, inclusive.

(c) Contraband and property having no value shall be destroyed in accordance with departmental procedures.

(d) Proceeds of any sale of property shall be turned into the Town treasurer for deposit into the general fund. All expenses incurred in such a sale shall be paid from the general fund.

(e) Auctions shall be conducted by a disinterested party who shall be appointed by the chief of police. In no case shall the auctioneer or member of the auctioneer's family be permitted to bid on items that are to be sold. No auctioneer shall enter into any agreement to have a friend bid on any item with the intent to obtain the item from the friend at a later time. All sales will be recorded to include an item description and amount received. The funds shall be turned over to the Town treasurer and a receipt shall be given by the treasurer, which receipt shall be placed in the police department's permanent records with a record and description of the property sold.

Chapter 2.28
UTILITY DEPARTMENT

2.28.010 - Functions and responsibilities.

The utility department shall be headed by the utility department director who shall have the following responsibilities:

(a) The construction, operation, and maintenance of the Town's water system, including collection and distribution and treatment.

(b) The construction, operation, and maintenance of the sanitary sewage disposal system of the Town and for the collection and disposal of rubbish, garbage, and trash throughout the Town.

(c) The performance of other related duties as directed by the Town Administrator or the governing body.

2.28.020 - Billing and customer service.

The department of administration shall be responsible for utility billing and customer service relations. Records of customer accounts, billings for services and all other pertinent financial data shall be provided to the Town Treasurer, who shall see that such accounts shall be

kept distinct from other Town accounts and in such manner as to show the true and complete financial result of Town ownership and operation.

2.28.030 - Reserved.

Chapter 2.32
PUBLIC WORKS DEPARTMENT

2.32.010 - Functions and responsibilities.

The public works department shall be headed by the Public Works Director who shall have the following responsibilities:

- (a) The maintenance of all streets, the cleaning of improved streets, the removal of snow and the maintenance of alleys;
- (b) The planning, development, maintenance and operation of all parks and cemeteries in the Town and the planting of trees throughout the Town in any public area;
- (c) The repair, maintenance and inventory control of all municipal equipment and vehicles;
- (d) The control, operation, and maintenance of the sanitary landfill operations;
- (e) The performance of other related duties as directed by the Town Administrator or governing body.

Chapter 2.36
COMMUNITY DEVELOPMENT DEPARTMENT

2.36.010 - Functions and responsibilities.

The community development department shall be headed by the Community Development Director. The Community Development Director shall be responsible for:

- (a) The preparation of comprehensive reports or presentations on community development projects to boards and commissions.
- (b) The review of all preliminary development proposals, site plans and maps, petitions for rezoning, special reviews, conditional use permits, annexation, and subdivision maps.
- (c) The development and maintenance of the city land use plan and other applicable local laws.
- (d) The supervision of the building safety division, which shall be headed by the building official.

(e) The performance of other related duties as directed by the City Administrator or the governing body.

2.36.020 - Building Official duties and responsibilities.

The Building Official shall be the designated building inspector and shall have the powers and duties to administer and enforce all provisions of the International Building, Residential, Energy Conservation, Plumbing, Fuel Gas, and Mechanical Codes, the National Electrical Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code For Building Conservation, the city zoning code and all other building regulations of the city, presently enacted or which may be amended from time to time.

Chapter 2.40
FINANCE DEPARTMENT

2.40.010 - Functions and responsibilities.

The finance department shall be headed by the Town Treasurer Director who shall have the following responsibilities:

- (a) To receive any money derived for the benefit of the Town from any and all sources and to credit such money to the proper funds.
- (b) To disburse money for the Town only on proper orders signed by the Town Clerk or the Town Treasurer and countersigned by the Mayor.
- (c) To keep permanent, accurate and complete accounts and records of all receipts, orders, and warrants.
- (d) To endorse upon or attach to every bond or other evidence issued by the Town pursuant to law a certificate that the same is within the lawful debt of the Town and is issued pursuant to law.
- (e) To perform such other duties as may be directed by the Town Administrator or governing body or by law.

Chapter 2.44 - OFFICE OF THE TOWN CLERK

2.44.010 - Functions and responsibilities.

The office of the Town Clerk shall be headed by the Town Clerk who shall have the following responsibilities:

- (a) To attend the meetings of the governing body and record the minutes thereof, which minutes, after approval, shall be signed by the Mayor and attested by the Town Clerk;
- (b) To safely keep the corporate seal, papers, records, and books belonging to the Town;
- (c) To preserve consecutive records of all resolutions and ordinances passed by the governing body;
- (d) To attest the signature of the Mayor and affix the Town seal to all resolutions and ordinances passed, all bonds and business licenses issued, and such other documents as may require the same;
- (e) To attest all orders and warrants upon the Town Treasurer, keeping an accurate permanent record thereof;
- (f) To issue business licenses, liquor licenses, cemetery permits and deeds and other permits in accordance with Town code or state statute;
- (g) To perform other related duties as directed by the Town Administrator, the governing body or by law.

Chapter 2.46
CITY ENGINEER

2.46.010 - Appointment.

A City Engineer shall be appointed according to the provisions of Section 2.12.050. The City Engineer shall be a registered professional engineer licensed to do business in the state of Wyoming. Nothing in these ordinances shall be read to preclude the appointment of a City Engineer who is a contractor to the city, rather than a full-time employee of the city. The City Engineer shall have the authority to designate an employee or employees subordinate to him to perform tasks under his direction and control.

2.46.020 - Duties.

The City Engineer shall be responsible for:

- (a) Preparation of plans, specifications, contract documents, estimates, reports, inspections, construction supervision, construction surveying and property surveys for all construction, changes, and improvements in the physical properties of the city.
- (b) The performance or supervision of the survey of all streets, alleys, avenues, public ways and all other such places as shall be required by the governing body.

- (c) The review of subdivision public improvement plans with city staff and developers.
- (d) The approval of engineering plans prepared by other engineers for conformance with city standards.
- (e) The performance of related duties as directed by the governing body.

2.46.030 - Specialty projects.

The City may, upon the recommendation of the City Engineer, City Council, and/or the City Administrator, request proposals from other engineers, architects or surveyors that possess expertise to perform services for city projects that require expertise outside of the registered abilities and/or expertise of the city engineer.

Chapter 2.48 - TOWN ATTORNEY

2.48.010 - Appointment.

The Mayor shall appoint a Town attorney as provided in Section 2.04.060. The Town attorney shall be the legal representative of the Town and shall advise the governing body and Town officials in matters relating to their official powers and duties. The Town attorney shall be an attorney at law admitted to practice in Wyoming. The Mayor may appoint such deputy attorneys and assistants as they may deem necessary. Nothing in this ordinance shall be read to preclude the appointment of a Town attorney who is a contractor rather than an employee of the Town. The Town attorney shall have the authority to designate an employee or employees subordinate to him to perform tasks under his direction and control.

2.48.020 - Duties.

(a) The Town attorney or his deputy shall represent the Town in legal proceedings, supervise the drafting of all ordinances and the preparation of all legal documents. The attorney or his deputy shall prosecute violations of the provisions of this code in municipal court. He or his deputy shall attend all council meetings and shall perform all services incident to his position as may be required by law or municipal ordinance.

(b) Nothing shall preclude the Town from appointing deputy attorneys who are not full time employees of the Town and who are not employees of the Town Attorney, provided however that they shall remain a deputy of the Town Attorney in his official capacity.

2.48.030 - Special counsel.

The governing body may, on its own motion or upon request of the Town attorney, in special cases employ special counsel to represent the Town.

Chapter 2.52 - MUNICIPAL COURT

Article I. - In General

2.52.010 - Created and established.

There is created and established in the Town a municipal court for the trial of all offenses arising under the ordinances of the Town. The office of police justice (municipal judge) is established to preside over the municipal court.

2.52.020 - Jurisdiction—Venue change.

(a) The municipal court and the municipal judge presiding therein shall have exclusive jurisdiction to hear and determine all cases arising under this code and the ordinances of the Town for a violation thereof, and no change of venue shall be granted in any case.

(b) The municipal judge shall have jurisdiction to fine, enter judgment, and hear, try, and determine all cases arising under any provision of this code or the ordinances of the Town.

2.52.030 - Appointment—Qualifications.

The municipal judge and alternate municipal judges shall be appointed by the Mayor with the consent of the Town council, shall be a resident of the County, and meet the criteria set forth for Circuit Court Judges set forth at WS Section 5-9-111 and shall become vacant at that age for mandatory vacancy set by Wyoming Const. Art 5 Section 5..

2.52.040 - Term of office—Compensation.

The governing body shall set the salary of the municipal judge. The salary may be changed from year to year and the municipal judge may be discharged and his employment terminated at any time by a majority vote of the governing body. The regular term of the municipal judge shall be as otherwise set forth in these statutes.

2.52.050 - Bond.

The municipal judge shall give a bond to the Town in the amount set by resolution conditioned for the performance of all his duties in accordance with law and the ordinances of the Town and that he will turn over to the parties entitled thereto or as may be prescribed by the ordinances of the Town, all moneys collected by him by virtue of his office as municipal judge.

2.52.060 - General court procedure.

The procedure of the municipal court shall, as nearly as possible, conform to that provided by the general laws of the state in courts of the justice of the peace. In addition, the Town may, by ordinance, provide such additional rules of procedure as may be found necessary for the proper

conduct of the municipal court; provided, that the same do not conflict with the general laws of the state and appeals to the district court from the judgments and decisions of the police justice shall be allowed, in all cases, such appeals to be taken in the manner now provided by law for appeals from justices of the peace.

2.52.070 - Postponement of trial—Recognizance generally.

Whenever a person charged with a violation of a city ordinance is held to appear for examination or trial before the police justice, the police justice may postpone the trial or the case to a certain day, in which case he may require the defendant to enter into a recognizance, with sufficient sureties, conditioned that he will appear before the police justice at the time and place appointed, then and there to answer the complaint alleged against him.

2.52.080 - Postponement of trial—Deposit—Breach of recognizance.

When a person is ordered by the police justice to enter into a recognizance, he may, at the discretion of the police justice, be permitted to sign his own recognizance, or furnish sureties, or deposit with the police justice or his designee the amount named in the bond, in cash, and should said person so recognized fail to appear and comply with all of the requirements of the bond, the police justice having cognizance of the same shall, if there are no mitigating circumstances, at once declare the bond forfeited and order the cash so deposited to be turned into the general fund of the treasury of the Town. If in the progress of any trial before the police justice, it should appear that the accused ought to be put on trial for an offense not cognizable before the justice, he shall immediately stop all further proceedings before him, and proceed as in other cases exclusively cognizable before the district court.

Article II. - Punishment—Appeals

2.52.090 - Punishment by fine—Contempt.

Any person convicted before the police justice shall be punished by such fine as may be provided by ordinance and bond schedule; provided, that no such fine shall be greater than seven hundred fifty dollars (\$750.00) as authorized by Wyoming Statutes 1980, Section 15-1-103(a)(xli). The police justice shall have the same power to punish for contempt as justices of the peace have in like cases.

2.52.100 - Appeals from municipal court.

Appeals from the judgment or sentence of the police justice may be taken to the district court in the same manner as is now provided by law for appeals from justice courts in criminal cases and shall be dealt with by the courts as criminal cases.

2.52.110 - Disposition of fines.

All fines and penalties collected, arising from a breach of the ordinances of the Town, shall be paid into the Town treasury.

2.52.120 - Monthly reports to council.

The clerk of courts shall make monthly reports, in writing, to the governing body of all cases which may have come before him, the disposition of the same and all fines collected during the preceding month.

Article III. - Clerk of the Court

2.52.130 - Powers and duties under direction of court.

The clerk of the court shall exercise the powers conferred and perform the duties enjoined upon him by statute and by the common law; and in the performance of his duties he shall be under the direction of his court.

2.52.140 - Duties designated.

The clerk shall file together and carefully preserve in his office, all papers delivered to him for that purpose in every action or proceeding. He shall not permit the papers to be taken from his office except to be used at a session of the court or upon legal process, and he shall be liable upon his official bond to the party suffering injury on account of any violation of this section. Upon the order of the judge of the district, the clerk may transmit by express or registered mail to an attorney of the state appearing in the action or proceeding, who resides in a different county or away from the Town, such original files as are not represented by copies in the clerk's office, and the clerk shall take the attorney's receipt for each paper in each case.

2.52.150 - Endorsement of papers.

The clerk shall endorse upon every paper filed with him the date of the filing thereof, and upon every order for a provisional remedy, and upon every undertaking given under the same, the date of its return to his office.

2.52.160 - Recordkeeping.

The clerk shall keep the journals, records, books, and papers appertaining to the court, and record its proceedings.

Chapter 2.56 - BOARDS AND COMMISSIONS—GENERALLY

2.56.010 - Appointment.

Unless otherwise provided by ordinance, all boards and commissions shall be appointed by the Mayor and all such boards and commissions shall be advisory in character unless otherwise provided. Any vacancy occurring in the membership of any board or commission shall be filled by the Mayor by appointment. Governing body members may be members of Board of Commissioners.

2.56.020 - Expenses.

Except as otherwise provided in this chapter and Chapters 2.60 through 2.72, all members of boards and commissions shall serve with compensation at an amount to be determined by the Town Council on a per meeting basis but shall be paid necessary expenses incurred in the discharge of their official duties.

2.56.030 - Selection of chairman—Adoption of rules of procedure.

Each board and commission shall provide and choose its own chairman from its membership and shall have powers to make and adopt such rules of procedure and regulations not inconsistent with other provisions of this code, as may be necessary for the proper conduct of its business and the effective accomplishment of its functions and duties. A copy of such rules of procedure and regulations shall be filed with the Town clerk.

2.56.040 - Boards and commissions enumerated.

The following boards and commissions having been duly created in accordance with this chapter are continued and vested with all powers and duties conferred upon such boards by statute or municipal ordinance:

- (a) Board of adjustment, with the Planning and Zoning Committee sitting in this role.;
- (b) Board of appeals; with the Governing Body plus the Town Engineer sitting in this role
- (c) Planning and zoning commission; and
- (d) Other advisory boards as needed.

Chapter 2.72 - DISASTER AND CIVIL DEFENSE UNIT

2.72.010 - Established.

The Mayor and all elected officials and all appointed officers and employees of the Town are authorized and directed to join with the board of county commissioners and all other elected officials and appointed officers of the county for the purpose of establishing a Town-county disaster and civil defense unit under the provisions of Wyoming Statutes 1977, as amended, Sections 19-5-101 through 19-5-116.

2.72.020 - Duties of officials.

The Mayor and other duly elected officials and the appointed officers of the Town are authorized and directed to do and perform every act that may be lawfully required of them by the Director of Disaster and Civil Defense for the state under the provisions of Wyoming Statutes 1977, as amended, Sections 19-5-101 through 19-5-116.

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson’s successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

2.76.070 - Exemption of certain state statutes.

The city is exempted by the Charter ordinance codified in this chapter from the provisions of Wyoming Statutes WS 15-5-101 15-11-103, 15-11-202, 22-23-103, 22-23-503, 22-23-602 and 15-3-104 (1977, as amended.) These statutory provisions shall not apply to the city.

Chapter 2.80 - OATH OF OFFICE AND BONDS

2.80.010 - Town administrator, department heads and other officials.

The Town administrator, each department head, law enforcement officer and elected official shall, before entering upon the performance of the duties of such office, subscribe an oath to honesty and faithful performance and discharge the duties of such office to the best of his ability.

2.80.020 - Officers having custody of money.

Each Town officer, or clerk of the Town, having custody of money belonging to the Town shall, before entering upon the performance of his respective duties, be required to furnish a bond in the amount prescribed in this chapter for such office, which bond shall be conditioned upon the following:

- (a) The faithful performance by such officer or clerk of all the duties of his office as prescribed by law;
- (b) The safekeeping of all money which may come into his hands by virtue of his office;
- (c) The prompt payment thereof to those persons who are legally authorized to receive the same in the manner provided by law;
- (d) The delivery by him to his successor in office of all money then held by him as such officer.

Each of such officers and his sureties, respectively, shall be responsible for the safekeeping and paying over according to law of all funds which shall come into his hands by virtue of his office.

2.80.030 - Minimum amounts.

The bonds of the various Town officers and clerks shall be in minimum amounts as follows:

Town treasurer	Set by Resolution.
Blanket bond all employees	Set by Resolution.

When approved, such bonds shall be filed in the Town clerk's office.

The governing body may, by resolution, increase the amounts of such bonds, and may also require similar bonds to be furnished by any employee having custody of Town funds.

2.80.040 - Premiums due to surety company.

When the bond of any officer of the Town shall be furnished by a surety or guaranty company, the premium due such company for furnishing such bond shall be paid out of the public funds of the Town.

2.80.050 - Sureties—Qualifications.

Whenever any bond, recognizance or other obligation is by law, ordinance, rules or regulations of the Town required or permitted to be tendered or filed with sureties, and whenever the performance of any act or obligation or the refraining from any act or obligation is required or permitted to be guaranteed, such bond, undertaking, obligation, recognizance or guarantee may be executed either by a guaranty or surety company qualified to act as surety or guarantor under the laws of the state.

Chapter 2.84 - COMPENSATION OF OFFICERS AND EMPLOYEES

2.84.010 - Salary structure.

The salary structure shall be established by council action during the annual budget process, or at such other times as may be appropriate. No employee shall be assigned to a salary grade or step not in accordance with the salary structure.

2.84.030 - Compensation for elected officials.

The Mayor shall be paid Two Thousand and no/100 dollars (\$2,000.00) per month for his or her services. Each councilmember shall be paid One Hundred Fifty and no/100 dollars (\$150.00) per actual regular meeting attended. In addition, members of the governing body shall be reimbursed for expenses incurred in the performance of their official duties.

2.84.040 - Fringe benefits.

(a) All full-time permanent employees of the Town shall be provided employee benefits as may be established by the governing body by resolution.

(b) The Town may, by resolution of the Town Council, provide benefits to permanent part time employees.

(c) The Town treasurer is authorized to deduct any participating employee's share for the benefits from the employee's paycheck.

Chapter 2.88 - PERSONNEL RULES AND REGULATIONS

2.88.010 - Rules and regulations established.

The Town administrator shall establish comprehensive rules and regulations providing for the recruitment of employees, terms of employment, disciplinary action, grievance procedures and such other matters relating to personnel management as the Town administrator may deem necessary. These rules and regulations shall be compiled in a manual of personnel rules and regulations which is to be adopted by the governing body by resolution. Such manual shall be made available to all employees. The manual shall include a pay plan which shall apply to all positions in the Town service except elected officials and council-appointed positions. The pay plan shall provide for job descriptions, position classification, performance evaluation, job evaluation and salary structure.

2.88.020 - Equal employment opportunity policy.

(a) It shall be the policy of the Town to provide equal employment opportunity for employment and advancement to all qualified applicants and employees. It shall be the responsibility and duty of all Town officials and department heads to carry out the policies, guidelines and corrective measures as set forth in the manual of personnel rules and regulations.

(b) Contractors, subcontractors, and suppliers conducting business with the Town shall affirm and subscribe to the fair practices and nondiscrimination policies as set forth by the Town.

2.88.030 Civil Service Commission Not Required.

Under the provisions of Article 13, Sec 1 of the Wyoming Constitution, the Town of Mills exempts itself from the requirement of having a Civil Service Commission under WS 15-5-101 et seq.

2.88.040 Fund Raising and Representation of the Town

(a) No Town Office, Town Official, Town Councilman or Town Employee shall use a personal website, publication, or electronic media in a fashion which purports to represent the Town of Mills or any of its subdepartments or branches.

(b) No Town Employee shall appear in a uniform or part of a uniform associated with his office as part of an effort to solicit funds or participation in any matter except as authorized by the Town of Mills through the Town Council.

(c) No official symbols or insignia of the Town of Mills shall be used by any employee in an effort to solicit funds or participation in any matter except as authorized by the Town of Mills through the Town Council.

(c) Any funds solicited in violation of this provision shall be deemed to belong to the Town of Mills and shall be turned over to the Town of Mills upon the Town providing notice to any party violating this section. Upon providing such notice, said party shall account for said funds and their whereabouts within forty-eight (48) hours of having received notice.

(d) Any fundraising that is in any way related to an employee’s employment, an official’s position, or a Councilman’s office with the Town shall require said individual to **complete** an annual financial disclosure form to the Town clerk that details expenditures and revenues. This shall include the submission of the same that are associated with political campaigns, fund raising efforts by entities that are associated with the Town or its subdivisions or employees. Unions or associations of Town employees that represent Town employees in any capacity shall likewise submit annually a financial disclosure as set forth in this subsection.

2.88.040 Handbook not a contract

Should the Town of Mills choose to issue an Employee Handbook, that handbook shall not be deemed to constitute a Contract of Employment. The Town may elect to change the provisions of said handbook, without notice, at any time. All Town Employee Handbooks issued after the adoption of this provision shall include a notice of this provision.

Chapter 2.90
Miscellaneous Provisions

2.90.10 Appeals by Contractors.

All appeals of matters by licensed Contractors or those seeking to be licensed Contractors that relate to their licensure or work performed under their licenses shall be to the Town Council of the Town of Mills which shall sit, in that capacity, in place of a Board of Appeals for the purpose of hearing said appeals.

2.90.20 Pay for Commissions and Boards

The Town Council may set, where otherwise not set by State Statute, such pay for members of Town Boards and Commissions as it sees fit. Pay in such instances shall be set by Resolution and shall remain in place until such time as it is altered or rescinded by Resolution.

2.90.30 Legal Advertisements.

Pursuant to the Provisions found at Article 13, Sec. 1, of the Wyoming Constitution, in all instances in which there exists a Statute requiring the Town of Mills to advertise or place notices in a newspaper, the Town of Mills shall instead place said notice or advertisement, except where

it elects to do the same in a newspaper, on the Town's website and three designated public places in the Town of Mills. Unless provided for otherwise, the public places will be the Mills Town Hall, the Mills Library, and the United States Post Office in the Town of Mills. All such notices shall remain in place for that period specified by State Statute for running an advertisement or a notice in a newspaper.

Nothing in this provision shall preclude the Town from running an advertisement or notice in a newspaper should it choose to do so.

TITLE 9
GENERAL OFFENSES

Chapters:

- 9.01 General Offenses
- 9.02 Penalties and Fines
- 9.04 Disorderly or Unlawful Conduct
- 9.08 Offenses Against a Person
- 9.12 Offenses Against Property
- 9.20 Offenses Against Public Peace
- 9.24 Offenses Against Public Decency
- 9.28 Controlled Substances
- 9.32 Gambling
- 9.40 Offenses Concerning Minors

CHAPTER 9.01
GENERAL OFFENSES

9.01.010-General offenses.

(a) The following provisions of Title 9 of the Town Code of the Town of Mills, Wyoming, are enacted in order to provide for the general health, welfare, and safety of the residents of the Town of Mills, Wyoming. This Title deals with matters that have been defined to be specific criminal offenses within the Town of Mills.

(b) Nothing in this Title shall be read to abrogate any offenses set forth in the other sections of the Town Code of the Town of Mills nor shall anything be read to in any way suggest any waiver or abrogation of the application of the laws of the State of Wyoming or the United States of America.

CHAPTER 9.02
PENALTIES AND FINES

9.02.010—Penalties and Fines for Violation of Title 9

Penalties and fines for violation of Title 9 are set out in Title 1 in the Town Code where Penalties and Remedies for violation of the Town Code of the Town of Mills are set forth, unless otherwise specified in this Title.

CHAPTER 9.04
DISORDERLY OR UNLAWFUL CONDUCT

9.04.010 - Resisting arrest - Interfering with police officers.

(a) No person shall willfully resist a member of the police department, or other member of any law enforcement department, in the discharge of duties, if known to be or identified as a police officer.

(b) No person shall willfully assist any person in the custody of a police officer, or any other law enforcement officer, to escape, or rescue or attempt to rescue any other person so in custody.

(c) No person shall willfully interfere, hinder or prevent a police officer or any other law enforcement officer from discharging his lawful duties.

9.04.011 - Interference with the public employee.

It shall be unlawful for any person to interfere with a public employee while on duty performing their assignments, duties, and responsibilities.

9.04.020 - Police dogs.

No person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the police department in the performance of the functions or duties of such department, nor shall any person unwarrantably interfere with or meddle with any such dog while being used by the police department or any officer or member in the performance of any of the functions or duties of the department or of such officer or member.

9.04.030 - False report of crime.

It is unlawful for any person to make or to file with the police department of the Town false, misleading or unfounded statement or report concerning the commission or alleged commission of any crime occurring within the Town.

9.04.031 - False alarm or report of need for fire, police, or ambulance assistance.

It shall be unlawful for any person to intentionally make, turn in, or give a false alarm for fire assistance, need for police assistance, or for ambulance assistance, or to aid and abet in the commission of such an act.

9.04.032 - Interference with fire alarm system.

It shall be unlawful to interfere with any part of a fire alarm system unless the system is owned by the person or by permission of the chief of the fire department.

9.04.040 - Impersonating police officers.

No person shall impersonate a police officer by wearing a star, uniform or otherwise give the impression as acting as a police officer.

9.04.050 – Prisoners - Transfer of certain articles prohibited.

No person shall deliver to any prisoner confined or in the custody of any police officer any weapon, tool, intoxicating substance or other article or attempt to do so, without the consent of the officer in charge.

9.04.060 - Unauthorized use of fire extinguishing devices.

No person shall turn on or otherwise activate any fire hydrant, standpipe, sprinkler system or other extinguishing mechanism or device except at the express direction of a properly authorized representative of the fire department or in case of a present emergency and pending the arrival of the fire department.

CHAPTER 9.08
OFFENSES AGAINST THE PERSON

9.08.010 - Assault and Battery.

(a) Whoever, having the present ability to do so, unlawfully attempts to commit an injury on the person of another, or threatens injury and has the ability to carry out a battery, is guilty of an assault.

(b) Whoever, in a rude, insolent or angry manner unlawfully touches another, is guilty of a battery.

9.08.020 - Reckless Endangerment of Another Person.

It shall be unlawful for a person in a reckless manner to engage in conduct which places or may place another person in danger of death or serious bodily injury.

CHAPTER 9.12
OFFENSES AGAINST PROPERTY

9.12.010 - Petit larceny

(a) A person who steals, takes and carries, leads or drives away the property of another with the intent to deprive the owner or lawful possessor of the property, with the value of said property less than five hundred dollars, is guilty of petit larceny.

(b) For the purpose of this section, "deprive" means to withhold property of another permanently or for such an extended period as to appropriate a major portion of its economic value or with intent to restore the property only upon payment of reward or other compensation, or to dispose of the property so as to make it unlikely the owner will recover the property.

9.12.020 - Shoplifting.

(a) Any person who willfully conceals or willfully takes possession of goods offered for sale by a wholesale or retail store or other mercantile establishment without the knowledge or consent of the owner and with intent to convert the goods to his own use without paying the purchase price is guilty of shoplifting.

(b) Any peace officer, merchant or merchant's employee who has reasonable cause for believing a person has committed the crime of shoplifting, as defined under this section, may detain and interrogate such person in a reasonable manner and for a reasonable time.

9.12.030 - Trespassing—Prohibited.

(a) A person is guilty of trespassing if he enters or remains on or in the land or premises of another person, knowing he is not authorized to do so by a posted sign, or after being notified to leave or depart or to not trespass. For purposes of this section, notice is given by:

- (i) Personal communication to the person by the owner or occupant, or his agent, or by a peace officer; or
- (ii) Posting of signs reasonably likely to come to the attention of intruders.

9.12.040 - Trespassing—School grounds or buildings.

(a) It is unlawful for a person, not a student, faculty member or employee of a particular school within the Town or a person not authorized by a school official, unless attending or participating in scheduled activities open to the public, to enter or remain upon school grounds or buildings.

(b) It is unlawful for any person to remain on school grounds or buildings within the Town after having been asked to leave by a school official.

9.12.060 - Tearing down authorized notices prohibited.

No person shall, without authority, tear down or deface any ordinance, bill, public notice, advertisement or any other paper of a business of legitimate character lawfully posted within the Town.

9.12.070 - Pits, traps and deadfalls - Prohibited when.

No person shall willfully prepare a deadfall, dig a pit or arrange a trap with the intent to injure another's person or property.

9.12.080 - Injuring, defacing and destroying property of another.

No person shall willfully injure, deface or destroy or attempt to willfully injure, deface or destroy any building or fixture of, or injure, destroy or secrete any goods, chattels or valuable papers of another, or take down, injure or remove any monument, street sign or any tree marked

as a boundary of any land or Town lot, or destroy, deface or alter the marks of any monument or street sign, or injure or destroy any fence, fountain, shade or fruit tree or any other public or private property, or deface any sidewalks with painted or printed handbills or signs, posters or advertisements.

9.12.090 - Defrauding public establishment.

(a) A person who, with intent to defraud, procures food, drink, services or accommodations at a public establishment without paying, in accordance with his agreement with the public establishment is guilty of a misdemeanor. Ass used in this section:

- (i) "Agreement with a public establishment" means a written or verbal agreement on the price charged for, and the acceptance of, food, beverages, service or accommodations, where the price charged is printed on a menu or schedule of rates shown to or made available by the public establishment to the patron. Acceptance of food, beverages, service, or accommodations for which a reasonable charge is made is an agreement with a public establishment.
- (ii) "Public establishment" means an establishment selling or offering for sale, prepared food or beverages, leasing or renting overnight sleeping accommodations to the public generally or providing entertainment or recreational services upon the payment of a specified fee. "Public establishment" includes theaters, recreational facilities, restaurants, cafes, coffee shops, boardinghouses, hotels, motor hotels, motels, and rooming houses, unless the rental thereof is on a month-to-month basis, or for a longer period of time.

9.12.100 - Theft of services.

A person who, with intent to defraud, obtains services, including public rides, which he knows are available only for compensation, without paying for the services is guilty of a misdemeanor.

CHAPTER 9.20
OFFENSES AGAINST PUBLIC PEACE

9.20.010 - Disturbing the peace—Described—Prohibited.

- (a) A person is guilty of disturbing the peace if he:
 - (i) Causes, provokes or engages in any physical fight or brawl so as to endanger the life, limb, health or property of another person;
 - (ii) Disrupts any lawful assembly or meeting of persons without having the lawful authority to do so;
 - (iii) Obstructs pedestrian or vehicular traffic without lawful authority to do so, or refuses or intentionally fails to cease such activity when ordered to do so

by a police officer or other lawful authority known to be such. "Obstruct" means to render impassable, and the subject passersby to unreasonable inconvenience or hazard;

- (iv) Commits any act in a violent or tumultuous manner toward another person, whereby the property of any person is placed in danger of being destroyed or damaged;
- (v) Fails to obey a lawful order to disperse by a police officer, where one or more persons are disturbing the peace in the immediate vicinity, and the public health and safety is threatened;
- (vi) Resists or obstructs the performance of duties by any police officer, fireman or other authorized official of the Town;
- (vii) Interferes with another person's pursuit of a lawful activity by threats of or acts of violence;
- (viii) Uses threatening, abusive or obscene language or violent actions with knowledge or probable cause to believe he will disturb the peace.

(b) No person shall knowingly permit upon any premises owned or possessed by him or her, or under his order or control, any person disturbing the peace as defined in this section.

9.20.020 - Fighting at public gatherings.

(a) No person shall engage in a physical fight, provoke a fight or create or cause disturbance in any public gathering, or place of public gathering within the Town.

(b) For the purposes of this section, "public gathering" means any assemblage of people gathered together for a lawful purpose or purposes. "Place of gathering" means any building, structure, enclosure or open place where people are accustomed to gather together for any lawful purpose.

9.2 0.021 Public Intoxication.

(a) It shall be unlawful for any person to be in a state of intoxication on any highway, street or other public place.

(b) Intoxication is defined as under the influence of alcohol or scheduled drugs.

(c) Public place shall include private property outside a building or dwelling. Open porches and decks are part of the outside of the building which is within site or hearing of members of the public

9.20.030 - Telephone calls.

(a) Whoever in calling on any telephone in the Town fails to give his true name and true address if requested or shall use any telephone for the purpose of using threatening, abusive or obscene language or for any other rude behavior, or for the purpose of interrupting, disturbing

or harassing any citizen or inhabitant, or for the purpose of coercing or frightening any inhabitant of the Town is guilty of a breach of peace.

(b) No person by means or use of the telephone shall disturb or tend to disturb the peace, quiet or right of privacy of any other person or family by repeated and continued anonymous or unidentified telephone messages intended to harass or disturb the person or family to whom the call is directed or by a single call or repeated calls, use obscene, profane, indecent or offensive language, or suggest any lewd or lascivious act over or through a telephone in the Town.

(c) No person shall, by means of a telephone, attempt to extort money or other thing of value from any person or family by means or use of the telephone, or to threaten any physical violence or harm to any person or family.

(d) Any person who induces any other person to abuse telephone service is guilty of provoking a breach of peace.

(e) The normal use of the telephone for the purpose of requesting payment of debts or obligations or for other legitimate business purposes shall not constitute a violation of subsections A or C of this section if in compliance with Federal or State law.

9.20.040 - Definitions for Sections 9.20.050 through 9.20.080.

For the purposes of Sections 9.20.050 through 9.20.080 the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

(a) "Affray" means the fighting of two or more people in a public place.

(b) "Announced" means any funeral for which there has been a notice of the commencement time and place of the funeral:

- (i) Published in a newspaper regularly printed on at least a weekly basis within the Town; or
- (ii) Conspicuously posted on the property where the funeral is to be held.

(c) "Funeral" means the ceremonies, services, memorial services and processions, including vehicular processions, held in connection with the death, burial or cremation of any deceased person.

(d) "Picketing" means protest activities engaged in by a person or persons stationed before or about a cemetery, mortuary, church, mosque, synagogue, temple, other place for religious observances or other place for announced funeral services, within one hour prior to, during, and two hours following commencement of a funeral.

(e) "Riot" means a tumultuous disturbance of the peace by three or more persons assembled and acting with a common interest, either in executing a lawful enterprise in a violent

or turbulent manner, to the terror of the people, or in executing an unlawful enterprise in a violent or turbulent manner.

(f) "Rout" means a meeting of three or more persons with the intention of cooperating in the forcible and violent execution of some unlawful enterprise, and making advances toward the commission thereof.

(g) "Soliciting" means to distribute any written materials.)

9.20.050 - Affrays, riots or routs.

No person shall participate in any affray, riot or rout.

9.20.060 - Incitement to crime.

No person shall in any manner or by any means incite, advise, advocate, suggest or encourage crime, and in so doing create thereby a clear and present danger that same will be committed, whether action may follow such incitement or not.

9.20.070 - Funeral picketing.

(a) It is the purpose of this section to:

- (i) Protect the privacy of grieving families within one hour prior to, during and two hours following commencement of funerals;
- (ii) Preserve the peaceful character of cemeteries, mortuaries, churches, mosques, synagogues, temples, other place for religious observances, or other places for funeral services within one hour prior to, during and two hours following the commence of funerals;
- (iii) Protect and preserve public safety for those attending funerals, those picketing, the general public, neighboring property owners and businesses, and public and private property interests;
- (iv) Protect the rights of those attending funerals to peaceably and freely assemble and associate, and express and exercise religious beliefs; and
- (v) Protect the rights of those picketing to peaceably and freely assemble and associate, and express and exercise religious beliefs and political views.

(b) The Town Council finds that:

- (i) It is generally recognized that families have a substantial interest in organizing and attending funerals for deceased relatives;
- (ii) The interests of families in privately and peacefully mourning the loss of deceased relatives are violated when funerals are targeted for picketing and other public demonstrations;
- (iii) Picketing of funerals causes emotional disturbance and distress to grieving families who participate in funerals;

- (iv) Full opportunity exists under the terms and provisions of this chapter for the exercise of freedom of speech and other constitutional rights at times other than one hour prior to, during and two hours following the commencement of funerals;
 - (v) Full opportunity exists under the terms of this chapter for the exercise of freedom of speech and other constitutional rights at places other than where announced funerals are held, any adjoining sidewalks and adjacent or adjoining streets, or nearby public property as set forth in this chapter;
 - (vi) Emotional disturbance and distress caused by picketing funerals provides substantial risk of physical altercations between those picketing and the family and others mourning the loss of the deceased;
 - (vii) Many places within the Town where funerals are held do not have sidewalks or open public areas large enough to avoid substantial risk of physical altercations between those picketing and the family and others mourning the loss of the deceased;
 - (viii) Streets adjoining and adjacent to places where funerals are held need to and shall be kept free of those picketing for their protection, and to provide access to family and mourners attending funerals; and
 - (ix) The provisions of this chapter promote traffic safety and the orderly movement and access of pedestrians and crowds on sidewalks and streets.
- (c) It shall be unlawful for any person to engage in picketing or in soliciting:
- (i) During the period from one hour prior to, during and two hours following the commencement of announced funerals at any cemetery, mortuary, church, mosque, synagogue, temple, other place for religious observances or other places for funeral services;
 - (ii) On the sidewalk adjoining the property where a funeral or memorial service is held;
 - (iii) In the street or roadway adjoining or adjacent to the property where a funeral or memorial service is held;
 - (iv) On any public area between the property where a funeral or memorial service is held and an adjoining or adjacent street or roadway, including, but not limited to, the curb, nature strip or area between the street and sidewalk (if a sidewalk exists) commonly referred to as an "easement"; or
 - (v) On any public property within one hundred (100) yards of the property where the funeral is held, if any entrance of the building is located on that side of the property.

9.20.080 - Severability.

If any provision of this chapter or the application to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or application. To this end, the provisions of this chapter are severable.

CHAPTER 9.24
OFFENSES AGAINST PUBLIC DECENCY

9.24.010 - Disorderly houses.

(a) For the purpose of this section, "disorderly house" means any public or private building, place, or house of public resort kept or maintained for the exclusive or nonexclusive purpose of carrying on or promoting:

- (i) Prostitution;
- (ii) Illegal gambling;
- (iii) Fighting;
- (iv) Sale, consumption or disposition of liquor or controlled substances, contrary to law; or
- (v) Any other illegal activity, including animal fighting.

(b) It is unlawful for any person to keep or knowingly allow to be kept any disorderly house, by which the peace, comfort or decency of the immediate neighborhood is habitually disturbed.

(c) It is unlawful for any landlord or property manager to keep or knowingly allow to be kept any inn, property, residence, apartment or tenement as a disorderly house.

9.24.020 - Public indecency.

(a) For the purposes of this section, the following definitions shall apply:

- (i) "Sexual intrusion or sexual intercourse" means:
 - (A) Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse; or
 - (B) Sexual intercourse, cunnilingus, fellatio, anilingus or anal intercourse with or without emission.
- (ii) "Intimate parts" means the external genitalia, perineum, anus or pubes of any person or the breast of a female person.
- (iii) "Sexual contact" means touching, with the intention of sexual arousal, gratification or abuse, of the victim's intimate parts by the actor, or of the actor's intimate parts by the victim, or of the clothing covering the immediate area of the victim's or actor's intimate parts.

(b) A person is guilty of public indecency if, while in a public place where he or she may be reasonably expected to be viewed by others, he

- (i) Performs an act of sexual intrusion or sexual intercourse;
- (ii) Exposes his or her intimate parts; or

- (iii) Engages in sexual contact, with or without consent, with the intent of arousing the sexual desire of himself, herself or of another person.

9.24.040 - Prostitution—Defined—Prohibited.

- (a) For the purposes of this section:
 - (i) "Prostitution" means knowingly or intentionally performing or permitting, or offering or agreeing to perform, any act of sexual intrusion or intercourse for money or other consideration;
 - (ii) "Sexual intrusion" means and is defined as in Section 6-2-301 of the Wyoming Statutes, to wit:
 - (A) Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse, or
 - (B) Sexual intercourse, cunnilingus, fellatio, analingus or anal intercourse with or without emission.

(b) No person shall keep, set up, maintain or operate any place, structure, building or conveyance for the purpose of prostitution, or with knowledge or reasonable cause to know that the same is or is to be used for such purpose, or receive or offer to agree to receive any person in any place, structure, building or conveyance for the purpose of prostitution, or permit any person to remain therein for such purpose.

(c) No person shall direct, take, transport or offer or agree to take or transport, any person to any place, structure or building or to any other person with knowledge or reasonable cause to know that the purpose of such directing, taking or transporting is prostitution.

(d) No person shall reside in, enter or remain in any place, structure or building, or enter or remain in any conveyance for the purpose of prostitution.

(e) No person shall engage in or solicit prostitution, or aid or abet prostitution, by solicitation or by any means whatsoever.

9.24.070 - Invasion of privacy.

No person shall invade or attempt to invade the privacy of another person by resorting to "peeping," which is defined as the stealthy, clandestine or surreptitious visual invasion or attempted visual invasion of a person's privacy.

9.24.080 - Urinating or defecating in public.

It is unlawful, except in the use of appropriate facilities in restrooms designed for public use, for any person to urinate or defecate on any public street or sidewalk, or in any other public place, or in any place open to the public view.

9.24.090 - Spitting in public prohibited where.

No person shall spit upon any public sidewalk or upon the floor of any public conveyance for the transportation of passengers or of any theater, hall, assembly room, public building or building where any considerable number of people gather or assemble together.

CHAPTER 9.28
CONTROLLED SUBSTANCES

9.28.010 - Possession of drug paraphernalia.

It is unlawful for any person knowingly or intentionally to possess controlled substances or drugs as defined by Federal and State law or paraphernalia suitable for the ingestion or consumption of the same, except as otherwise provided by law.

9.28.020 - Inhalation or sale of glue or toxic vapors prohibited when.

(a) No person shall for the purpose of causing or resulting in a condition of intoxication, euphoria, excitement, exhilaration, stupefaction or dulling of the senses or nervous system, shall intentionally smell or inhale the fumes from any glue or similar toxic vapor; or consume or use any otherwise legal substances for a purpose or not in accordance with its legitimate use or purpose as is generally known, used and advertised; provided, that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes, when administered or directed by a licensed physician or dentist.

(b) No person shall for the purpose of violating or aiding another to violate any provisions of this section, intentionally possess, buy, sell, transfer possession or receive possession of any substances herein provided.

CHAPTER 9.32
GAMBLING

9.32.010 - Gambling prohibited.

(a) No person shall permit gambling, as defined by Section 6-7-101 of the Wyoming Statutes, to be played, conducted, dealt or carried on in any building, tent, booth or shed.

(b) In any prosecution for a violation of this section, it shall only be necessary to prove the accused to be the owner or occupant of the building, and the game had been carried on.

CHAPTER 9.40
OFFENSES CONCERNING MINORS

9.40.010 - Definitions.

- (a) "Knowingly" means and includes knowledge which a parent should be reasonably expected to have concerning the whereabouts of the minor in the adult's custody.

- (b) "Loiter" or "loitering" means remaining idle in essentially one location, and shall include the concepts of spending time idly, to be dilatory, to linger, to stay, to saunter, to delay, to stand around, and shall also include the colloquial expression "hanging around."

- (c) "Person" or "persons," as used in Section 9.40.030, means any person and shall not be limited to include parent or parents, legal guardian or legal guardians, but shall include any other person having the care or custody of a child.

9.40.020 - Supervision and care of minors.

- (a) It is unlawful for the parent or legal guardian having the care, supervision, control or custody of a person under the age of eighteen years, to knowingly permit or allow, including by insufficient control, such juvenile to loiter or otherwise violate Section 9.40.030.

- (b) It shall be no defense to violation of this section the responsible adult was indifferent to the activities, conduct or whereabouts of the juvenile. The provisions of this subsection do not apply if the responsible adult has reasonable and justifiable belief of the whereabouts of a minor or made a missing person notification to the appropriate police authority prior to the juvenile's violation of Section 9.40.030.

9.40.030 - Curfew—Hours—Exceptions.

It is unlawful for any person under the age of eighteen years to loiter, walk, run or ride, or in any other way be on or about any street, avenue, highway, road, sidewalk, curb, gutter, parking lot, alley, vacant lot, park, playground, yard, building, place of amusement or eating place, whether public or private, without the consent or permission of the owner or occupant, during the hours beginning at eleven p.m. to five a.m., unless the juvenile is accompanied by a legal parent or guardian.

9.40.031 - Not in violation—When.

No person shall be charged with a violation of Section 9.40.030 or arrested for, if such person was:

- (a) Not loitering; or

- (b) In a parked, standing or moving motor vehicle while accompanied by a parent or legal guardian; or

- (c) In a motor vehicle in interstate travel; or
- (d) Engaged in any employment, school, religious activity, or going to or returning from any such activity, or going to or from any other activities of any kind, which are supervised or directed by a parent or adult person over the age of twenty-one years; or
- (e) Returning from, via a direct and uninterrupted route, without detour or stop, an event or activity expressly sanctioned by the parent or legal guardian; or
- (f) When attending or traveling directly to or from an organized activity involving the exercise of first amendment rights of free speech, freedom of assembly or free exercise of religion; or
- (g) Married or an emancipated minor; or
- (h) Involved in a life or property-threatening emergency.

9.40.032 - Determination of enforcement action.

Before taking any enforcement action under Section 9.40.030, a police officer shall ask the apparent offender's age and purpose of his location. The officer shall not issue a citation or make an arrest under Section 9.40.030 unless the officer reasonably believes an offense has occurred and based upon any response and other circumstances and no other defense or reason exists.

9.40.130 - Nuisance declared.

Abandoned, unattended or discarded iceboxes, refrigerators and other containers are a constant menace to the health, welfare and safety of the children of the Town and are declared to be a nuisance.

9.40.140 - Abandoned refrigerators and similar containers prohibited when.

It is unlawful for any person to leave outside of any building or dwelling in a place accessible to children any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight door, or lock which may not be released for opening from the inside of the icebox, refrigerator or container. It is unlawful for any person to leave outside of any building or dwelling in a place accessible to children any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight snaplock or other device thereon without first removing the snaplock or doors from the icebox, refrigerator or container.

9.40.150 - Definitions.

(a) "Tobacco products" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

(b) "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

9.40.160 - Prohibited sales or delivery.

(a) No person shall sell, offer for sale, give away or deliver tobacco products to any person under the age of eighteen years. Tobacco products shall be, to the extent possible, kept behind a counter or otherwise made inaccessible to purchasers of the tobacco product, and control and access to the tobacco product in the business establishment shall be maintained by the retailer, his agent or employee.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

- (c) It is an affirmative defense to a prosecution under subsection A of this section that:
- (i) In the case of a sale, the person who sold the tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the tobacco product as being over eighteen years of age; or
 - (ii) The tobacco product was given or delivered to the person under eighteen years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

9.40.170 - Posted notice required; location of vending machines.

(a) Any person who sells tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of tobacco products to persons under eighteen years of age is prohibited by law.

- (b) No person shall sell or offer tobacco products through a vending machine unless the vending machine is located in:
- (i) Businesses, factories, offices or other places not open to the general public;
 - (ii) Places to which persons under the age of eighteen years of age are not permitted access; or

(iii) Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under eighteen years of age is prohibited.

(c) Any person violating subsection A or B of this section is guilty of a misdemeanor punishable by a fine of not more than one hundred dollars. Each day of continued violation shall be deemed a separate offense.

9.40.180 - Purchase by minors prohibited.

(a) No person under the age of eighteen years shall purchase tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing tobacco products.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service, if available.

9.40.190 - Possession or use by minors prohibited.

(a) It is unlawful for any person under the age of eighteen years to possess or use any tobacco products.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.

(c) It is an affirmative defense to a prosecution under subsection A of this section that the defendant possessed or used the tobacco product in the home of, or under the direct supervision of, a parent or guardian.

9.50.150 - Definitions.

(a) "Alcohol products" means any substance of liquor or malt beverage for consumption.

(b) For purposes of this section, "ethyl alcohol" means any substance which is or contains ethyl alcohol.

9.50.160 - Prohibited sales or delivery.

(a) No person shall sell, furnish, give or cause to be sold, furnish or give away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient or member of his own immediate family.

(b) Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(c) Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:

- (i) Possess any alcoholic liquor or malt beverage;
- (ii) Purchase or attempt to purchase any alcoholic liquor or malt beverage;
- (iii) Solicit another person to purchase alcoholic liquor or malt beverage;
- (iv) Consume any ethyl alcohol;
- (v) Have measurable blood, breath or urine alcohol concentration in his body;
or
- (vi) Enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older.

(d) This section shall not apply to possession of alcoholic liquor or malt beverages or consumption of ethyl alcohol by a person under the age of twenty-one (21) years in accordance with this title:

- (i) Who is in the physical presence of his parent, spouse or legal guardian who is twenty-one (21) years of age or older;
- (ii) As party of a church's or religious organization's religious services; or
- (iii) For medicinal purposes if the alcoholic liquor, malt beverage or ethyl alcohol is furnished:
 - (A) By the person's parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
 - (B) Pursuant to a lawful prescription.

(e) The prohibitions against possession of alcoholic liquor or malt beverages by a person under the age of twenty-one (21) years specified in this section shall not apply:

- (i) When the person is making a delivery of alcoholic liquor or malt beverages pursuant to his employment;
- (ii) When the person is serving alcoholic liquor or malt beverages pursuant to his employment in a restaurant which holds a license to serve alcoholic liquor or malt beverages, if the person is at least eighteen (18) years of age. The term "serving" in this paragraph does not include the mixing or dispensing of alcoholic beverages; or
- (iii) To a person who is a licensee under this title.

(f) Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(g) Any person who violates this section, or aids, abets or incites any violation hereof is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

(h) A motor vehicle driver’s license or valid picture identification card issued by any state, territory or possession of the United States, the District of Columbia or the Commonwealth or Puerto Rico, a permanent resident card issued by the United States citizenship and immigration services, a valid picture identification card issued to a member of the armed forces or an internationally accepted passport document with a discernible date of birth and photograph is prima facie evidence of the age and identity of a person. Proof that a licensee or his employee or agent demanded, was shown and acted in reasonable reliance upon the information contained in any one (1) of the above documents as identification is a defense to any criminal prosecution or action for the suspension or revocation of a license.

CHAPTER 9.44
WEAPONS

9.44.010 - Throwing of stones and other missiles prohibited when.

No person shall throw any stone or other missile upon or at any building or any public or private property, or upon or at any person or upon or at any vehicle, within the Town.

9.44.020 - Weapons.

(a) Authority and Purpose: This ordinance is enacted pursuant to the authority vested in the Town of Mills, Wyoming, to regulate weapons as provided in Wyoming Statutes Sections 6-8-401 and 15-1-103(a)(xviii), in order to prevent conduct which disturbs or jeopardizes the public health, safety, peace or morality by the wearing or carrying of concealed weapons except as provided by state law and the carrying of weapons in or to meetings of the Town of Mills as provided herein.

- (b) For the purposes of this section, the following terms shall be defined as follows:
 - (i) "Action" means the transaction of official business by the Mills Town Council or any agency of the Town of Mills, including a collective decision of the governing bodies thereof, a collective commitment or promise by any such governing body to make a positive or negative decision, or an actual

vote by any such governing body upon a motion, proposal, resolution, regulation, rule, order or ordinance.

- (ii) "Agency" means the Town Council and any other authority, council, bureau, board, commission, committee, or subagency of the Town of Mills.
- (iii) "Deadly weapon" shall be defined as it is under Wyoming state law, and shall include, but not be limited to, any firearm, bow, crossbow, or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, , or explosive device, or any functioning replica of any such deadly weapon.
- (iv) "Law enforcement officer" means and includes any federal, state, county, town or Mills official vested with the authority or duty to enforce any criminal law or to make arrests for crime, whether that duty extends to all crimes or is limited to specific crimes.
- (v) "Meeting" means an assembly of at least a quorum of the governing body of an agency which has been called by proper authority of the agency for the purposes of discussion, deliberation, presentation of information, or taking action regarding public business.

9.44.030 - Discharge of firearms and other weapons.

(a) No person shall discharge any firearm, within the limits of the Town, except in self-defense, or in the case of a law enforcement officer or other authorized civil officer, Wyoming Game and Fish personnel, or a member of the Armed Forces of the United States of America or the state in the discharge of his official duty, or within an area or zone designated by the Town Council by written agreement or lease for recreational or instructional purposes.

(b) No person shall discharge any , bow, crossbow or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, within the limits of the Town that causes damage to any property of another, or would be recognized by a reasonable person to be a safety hazard to others.

(c) An animal control officer, or Wyoming Game and Fish personnel, in the course of his/her official duty, may discharge a chemical tranquilizer gun for the purpose of capturing animals as authorized by law.

(d) If all other methods of extermination have failed, or are impractical due to public peace, health, safety and welfare considerations, the Mayor or his/her designee, may authorize certain individuals to discharge firearms within the limits of the Town, for the purpose of controlling non-protected and nongame animals and birds, which are a nuisance or are threatening property or persons. This authorization may also be given for game animals, when and as authorized by law. The authorization shall be in writing. The authorized individual must have this authorization in his/her possession at all times while in the act of controlling animals or birds.

(e) The Mayor or his/her designee may grant written permission to those individuals in possession of valid big game licenses to utilize said licenses on Town-owned lands. The Mayor or his/her designee shall notify the Mills police division of his/her decisions.

(f) The Mayor or his/her designee may grant written permission to certain lessees of Town-owned properties for discharge of firearms and other weapons, during events such as sports shows and expositions. Lessees must provide written proof of insurance as required by the lease agreement.

CHAPTER 9.48
MISCELLANEOUS OFFENSES

9.48.010 - Camping restricted.

No person shall camp within the Town, other than at a regularly established and maintained tourist camping area. Owners of property and their immediate family may temporarily camp on their property for no more than five days. Temporary venues and times as approved by the Town Council may be allowed by special resolution.

9.48.020 - Barbed wire fences prohibited where.

No person shall erect or cause to be erected or maintain any barbed wire, razor wire, or other similar sharp pointed metal fence, electric fence or any nature of a fence so constructed as to be potentially dangerous to human beings, along or adjacent to any public street below the height of six feet from ground level, provided, however, in residential districts barbed wire, razor wire, or other similar sharp pointed metal fences, electric fence or any nature of fence so constructed as to be potentially dangerous to human beings are entirely prohibited.

9.48.040 - Jumping or diving off bridges in the Town—Prohibited.

No person shall jump, dive, or cause or assist another person to jump, or dive from any bridge within the Town of Mills.

9.48.050 - Littering, dumping of objects, or polluting.

It shall be unlawful for any person to throw, dump, place or dispose in any manner upon any highway, street, alley, public property, or road right of way garbage, trash, litter, rubbish, debris, carcass parts of dead animals, wrecked or abandoned vehicles or similar apparatuses, equipment or machinery or parts of equipment or machinery, cans, scrap iron, glass, bottles, paper, cardboard, cellophane, refuse or burning cigarettes or other burning objects, or cigarettes not lit, or any substance which would likely injure a person, animal, vehicle or which would in any way detract from the appearance of the land within any highway, street, alley, public property or road white right-of-way.

EMEERGENCY ORDINANCE NO. 754

**AN EMERGENCY ORDINACE REGARDING THE ACQUISITION OF
AND USE OF A CURIS MACHINE**

WHEREAS, The Town of Mills has been made aware of the Curis Machine, a device which is useful for decontamination an area, such as a room, and

WHEREAS, The Town, County and State are currently enduring a crisis caused by the Coronavirus Pandemic and

WHEREAS, the Town has the opportunity to purchase the machine and desires to do so in order to decontaminate its own property; and

WHEREAS, the Town wishes to make the use of the machine available to residents of the Town of Mills in exchange for a reasonable feel to be set by the Mayor or his designee, and the Mayor may further instruct the Town Attorney to draft such an exculpatory agreement as may in his discretion be useful or necessary for the same; and

WHEREAS, the current situation constitutes an Emergency;

NOW THEREFORE, The Town Council hereby passes this Emergency Ordinance authorizing as set forth above.

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

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-1

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-3-104**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-3-104 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-3-014 provides:

15-3-104. Temporary continuation of existing government.

The government of the city shall continue in authority until the reorganization, which shall be effected by the holding of a regular election under the provisions of law. The governing body may divide the city into not less than three (3) wards to take effect prior to the election.

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-3-014 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

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PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-2

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-5-101 et seq.**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-5-101 through WS § 15-5-122 deal with Civil Service Commissions for Fire and Police Departments, and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions noted above.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-5-101 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-3

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-202**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-202 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-202 provides:

15-11-202. Councilmen in first class city.

(a) At the first election in a city which has divided into wards two (2) or three (3) councilmen shall be elected from each ward for the following terms:

(i) If two (2) councilmen are elected from each ward, one (1) councilman shall serve a two (2) year term and one (1) councilman shall serve a four (4) year term;

(ii) If three (3) councilmen are elected from each ward, one (1) councilman shall serve a two (2) year term and two (2) councilmen shall serve a four (4) year term;

(iii) The terms of office shall be determined by lots cast by the council at its first meeting.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the Town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-202 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-4

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 22-23-103**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § WS § 22-23-103 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills Wyoming and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 22-23-103 provides:

22-23-103. Division of city into wards; residency.

(a) A city may be divided into wards by ordinance of the governing body of the city. The wards shall be compact in form and as nearly equal in population as possible.

(b) Except as provided in subsection (c) of this section, a person shall not be a candidate for the council from a ward for the purpose of meeting residency requirements for the city ward, unless he has been a resident of that ward for at least one (1) year next preceding his election.

(c) In any general election year in which city wards are redrawn but not enacted into law at least one (1) year prior to the applicable filing periods, a person may be a candidate for a ward if he:

(i) Is a resident of the city on the date he files an application under W.S. 22-5-204 or a petition under W.S. 22-5-301; and

(ii) Has been a resident of the city for at least one (1) year next preceding his election.

(d) A person seeking election from a ward as provided under subsection (c) of this section, including a councilman whose term otherwise would expire as a result of completing his term of office, shall be a resident of the ward at the time he takes office.

(e) Following the redrawing of ward boundaries, a councilman whose term of office does not expire following the next general election shall continue to serve until the completion of his term.

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

2.76.060 - Residency requirements.

All elective municipal officers shall be qualified electors resident in the city.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 22-23-103 as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-5

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-103**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-103 deals with Officers of first class city; terms: how elected, and requires a ward system of municipal government and terms as there set forth, and the Town Council chooses for these provisions not to be applicable to the Town of Mills, Wyoming, and instead chooses the system and terms set forth in the attached Title 2; and

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by

subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-103 provides:

15-11-103. Officers of first class city; terms; how elected.

The elective officers of a first class city, not including a city adopting the commission or city manager form of government, are a mayor and the number of councilmen determined by the governing body of the city when they provide for the number of wards in the city. The term of office of the mayor and a councilman is four (4) years and until his successor is qualified. The mayor shall be elected at large and the councilmen shall be elected at large or by wards or by a combination of at large and ward election districts. The governing body of the city shall determine by ordinance at the time wards are created or reorganized whether individual, multimember or at large election districts shall be provided. The districting system, as approved by the council to apply uniformly to the entire city, may provide individual member election districts, multimember election districts which do not exceed three (3) council members per district, or that a portion of the entire membership of the council not to exceed one-third (1/3) of the total members shall be elected from an at large district constituting the entire city. Once established, the districts, except to modify boundaries because of population changes and to encompass annexed territory, shall not be altered or amended more often than each ten (10) years or when the state reapportions.

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions requiring a Ward system of government and instead to provide that all councilmen shall be elected at large under the following provisions:

Chapter 2.76 - ELECTION AND TERMS OF MAYOR AND COUNCILMEN

2.76.010 - Elective offices established—Term.

The elective officers of the city shall be a Mayor and four councilmen. The term of office of the Mayor and the councilmen shall be four years and until successors are qualified. The Mayor shall be elected at large. Pursuant to the provisions found at Article 13, Sec 1, of the Wyoming Constitution the, the Town of Mills shall provide

that councilmen shall be elected at large and not by wards or districts, and therefore the provisions of WS § 15-11-103 and WS 22-23-103 pertaining to wards shall not apply to the city.

2.76.020 - Coordination of municipal and primary elections.

The city municipal primary and general elections shall be held at the same time, in the same manner, at the same polling places, and conducted by the same precinct officials, using the same poll lists, as the statewide primary and general elections.

2.76.030 - Candidates for municipal and primary elections.

All candidates for municipal office shall be nominated at the municipal primary election. Candidates equal to twice the number to be elected to each office who receive the highest number of votes at the primary election are nominated to run for the office at the next general election.

2.76.040 - Commencement of term.

The term of office of a person elected at the municipal general election commences on the first regularly scheduled Town Council meeting in January following the general election.

2.76.050 - Terms on which existing offices expire upon a Councilperson's successor being sworn in.

A person shall hold their appointment to the Town Council until their successor is sworn in at the January meeting following the general election.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-103 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

CHARTER ORDINANCE NO. 2020-6

**AN ORDINANCE EXEMPTING THE TOWN OF MILLS, WYOMING,
FROM THE PROVISIONS OF WS § 15-11-103 IN REGARD TO TERMS**

WHEREAS, The Town of Mills, Wyoming has had the occasion to review Title 2 of its Ordinances and to revise the same and in the course of the same has reviewed WS § 15-11-103 deals, in part, with Officers of first class city terms.

WHEREAS, Article 13 Section 1 of the Wyoming Constitution provides:

(c) Each city or town may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns and statutes prescribing limits of indebtedness, may not apply to such city or town. This exemption shall be by charter ordinance passed by a two-thirds (2/3) vote of all members elected to the governing body of the city or town. Each such charter ordinance shall be titled and may provide that the whole or any part of any statute, which would otherwise apply to such city or town as specifically designated in the ordinance shall not apply to such city or town. Such ordinance may provide other provisions on the same subject. Every charter ordinance shall be published once each week for two consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. No charter ordinance shall take effect until the sixtieth (60th) day after its final publication. If prior thereto, a petition, signed by a number of qualified electors of the city or town, equaling at least ten per cent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the clerk of such city or town, demanding that such ordinance be submitted to referendum, then the ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed. An ordinance establishing procedures, and fixing the date of such election shall be passed by the governing body and published once each week for three (3) consecutive weeks in the official city or town newspaper, if any, otherwise in a newspaper of general circulation in the city or town. The question on the ballot shall be: "Shall Charter Ordinance No. Entitled (stating the title of the ordinance) take effect?". The governing body may submit, without a petition, any charter ordinance to referendum election under the procedures as previously set out. The charter ordinance shall take effect if approved by a majority of the electors voting thereon. An approved charter ordinance, after becoming effective, shall be recorded by the clerk in a book maintained for that purpose with a certificate of the procedures of adoption. A certified copy of the ordinance shall be filed with the secretary of state, who shall keep an index of such ordinances. Each charter ordinance enacted shall prevail over any prior act of the governing body of the city or town, and may be repealed or amended only by subsequent charter ordinance, or by enactments of the legislature applicable to all cities and towns.

(d) The powers and authority granted to cities and towns, pursuant to this section, shall be liberally construed for the purpose of giving the largest measure of self-government to cities and towns.

and

WHEREAS, WS § 15-11-103 provides, in part:

15-11-103. Officers of first class city; terms; how elected.

The elective officers of a first class city, not including a city adopting the commission or city manager form of government, are a mayor and the number of councilmen determined by the governing body of the city when they provide for the number of wards in the city. The term of office of the mayor and a councilman is four (4) years and until his successor is qualified. . .

and

WHEREAS, the Town Council of the Town of Mills, Wyoming chooses to exempt the town from those provisions regarding terms system of office to the extent provided for below under Ordinance Section 2.04.070:

2.04.070 Conduct of Members of the Governing Body

Members of the Town Council shall all times conduct themselves with the decorum required of the office. No member shall disparage the Council or individual Councilpersons at any time. Members of the Council shall:

- (a) Attend all Council meetings of which they have notice unless a matter of sufficient importance precludes them from doing so, in which case they shall provide notice to the Town Clerk of their anticipated absence as soon as practical. In no case shall a Councilperson miss more than 25% of regular Town Council work session and general sessions in any one year.
- (b) Excuse themselves from matters in which they have a direct financial interest or personal conflict.
- (c) Make reasonable efforts to remain informed of Town Council business and matters at all times.
- (d) Accept such appointments as the Town Council shall make of individual Councilpersons.
- (e) Perform those duties ordinarily and customarily incumbent upon a Town Councilperson.

(f) Town Councilpersons shall submit to the same drug testing policies and procedures as Town of Mills employees with it a positive test indicating illegal or impairing drug use being deemed improper conduct in office.

(g) Should 75% of the Town Council judge that a Councilperson has failed in to perform in accordance with the provisions set forth above, the Town Council may take censure the Town Councilman as the Town Council sees fit, including fining said Town Councilman an amount not in excess of \$750.00. Should the Council, by unanimous consent, view an action as warranting removal, the Town Council may vote to remove a Town Councilman with the removal taking effect immediately upon the Town Council so voting.

(h) Should 35% of the registered voters in the Town of Mills sign a petition to have a member of the governing body removed the Council must have a hearing on the same within thirty (30) days of the petition being received and the signatures verified. Any vote to remove the Councilman shall be by unanimous consent. A vote to remove a Councilperson under this section shall take effect immediately.

(i) No Councilperson may be removed through these provisions except through a hearing in which the Councilperson has a right to participate and provide testimony and evidence.

NOW THEREFORE, The Town Council of the Town of Mills hereby exempts itself under Art 13 Sec. 1 of the Wyoming Constitution from the provisions of WS § 15-11-103 et seq as set forth above.

This ordinance shall be in full force and effect upon passage on three readings and publication.

PASSED on 1st reading the _____ day of November 2020.

PASSED on 2nd reading the _____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of _____, 2020

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk



ASSIGNMENT AGREEMENT

Collection Professionals Inc. (CPI) is a licensed debt collection agency operating in accordance with all applicable federal, state and local laws; the undersigned (hereinafter referred to as "Client") has hired CPI for the purpose of providing collection services.

THIS DEBT COLLECTION AGENCY AGREEMENT is made as this 29th day of September, 2020, by and between (Client Name): City of Mills, WY, and Collection Professionals Inc (CPI).

Subject to and in consideration of the terms and conditions of this Assignment, CPI and Client agree as follows:



ARTICLE 1. GENERAL

1.1 Contractor Relationship. Client hereby retains CPI as an independent contractor to collect its Delinquent Accounts as further set forth herein. The relationship between Collector and Client shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have any authority or capacity to make or alter any Agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other except as specifically set forth herein. Neither Collector nor Client will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective employees, agents and representatives of each of Collector and Client shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. CPI and Client each assume full responsibility for their own compliance with any and all applicable laws, ordinances, rules and regulations, including, without limitation, Collector's obligation to comply with the Federal Fair Debt Collection Practices Acts, and the rules promulgated thereunder, each as amended from time to time.

1.2 Term. The term of this agreement is effective only when signed by both parties and applies only to the accounts assigned by client to CPI.

1.3 Assignment. CPI has the right to assign this Agreement and its rights and obligations hereunder in whole to any corporation or other entity with or into which CPI may hereafter sale, merge or consolidate or to which the company may transfer all or substantially all of its assets.

ARTICLE 2. COLLECTIONS

2.1 Assignment of Accounts. Client assigns and transfers all rights and interests with all delinquent accounts assigned to CPI for collections. Client further grants to CPI the exclusive right to collect assigned accounts together with Interest thereon, with full authority to perform all acts deemed necessary as contained herein sole discretion to collect the assigned accounts.

2.2 Responsibilities of CPI. Upon receipt of the Collection Information, Collector shall use its best efforts to secure recovery on such Delinquent Accounts referred by Client in a timely manner, including, but not limited to the following: (i) contacting Responsible Parties via phone or written correspondence; (ii) reviewing Uniform Billing Forms; (iii) locating and identifying the Responsible Party, and (iv) such other duties available under Federal and state law Collector deems necessary or desirable to secure recoveries on the Client's Delinquent Accounts.

2.3 Responsibilities of Client. Client shall (i) assure that Collector receives all Collection Information on the Delinquent Accounts referred to Collector in a timely manner with the Collector assuming no liability for the failure to secure recovery on Delinquent Accounts that the Client does not refer in a timely manner, (ii) fully cooperate with Collector in its efforts to collect the Delinquent Accounts; (iii) sign all liens, releases, satisfactions, and all other documents reasonably requested by Collector promptly after Collector's request; (iv) immediately refer to Collector all inquiries and settlement offers with respect to the Delinquent Accounts; (v) comply with Collector's requests for documentation, itemized bills, and request for the Client to re-bill Delinquent Accounts to the Responsible Party and all other documents necessary or requested by Collector to collect the Delinquent Accounts; and (vi) represents and warrants that each assigned account and amount assigned represents a legal debt which is in fact due and owing to client.

2.4 Funds Received. CPI is authorized by this assignment to endorse client's name for deposit on any payments received. Client agrees to immediately notify CPI on any payment directly received from the debtor.

2.5 Authority to Settle. CPI shall not settle or compromise any account without approval from client.

2.6 Return of Delinquent Accounts. CPI shall return to Client, and shall discontinue performing any further collection services on, any delinquent account upon Client's request of same. CPI shall be entitled to retain at our sole discretion all monies related to said account under agreement herein.

ARTICLE 3. COLLECTION FEE

3.1 Payments. When an account is sent for legal action, client agrees that court costs and attorney fees may also be recovered by CPI, with court cost and attorney fees being paid prior to application of payments to the principle amount of the debt. Assignor agrees to notify CPI if any direct payments are received from a consumer or third party paying for a consumer after the date of the assignment. CPI shall be entitled to a portion of the amount paid according to the schedule set forth below.

3.2 Fee Schedule on Collected Accounts. In consideration of CPI's services hereunder, CPI shall be paid as described below:

Assigned Accounts	Legal Action Accounts	Forwarded Accounts
(Any account assigned)	(Account assigned by which legal action has commenced)	(Account forwarded to out of state agency for collection)
25%*	40%*	40%*

*% of monies collected and applied to Principle Balance

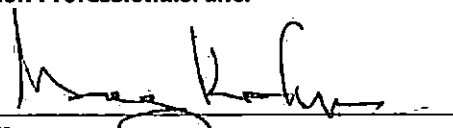
3.3 Statements. Within fifteen (15) days of the end of any given month, CPI shall remit to client a statement showing the total collections for the past month. Itemized by patient account, and collection fees for its services with respect thereto. In addition, CPI shall remit to client a check for all sums received by CPI for the preceding collection month minus any amounts due or past due for fees as described in Section 3.2 above from this monthly remittance.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Client Name: City of Mills, WY

Collection Professionals, Inc.

Name of Client:



Signature

Signature

Greg Kohn

Printed Name:

Printed Name

Sales

Title

Title

Client Information:

Attention:
Collection Professionals Inc.
1736 Sheridan Ave. P.O.Box 1340
Cody, Wyoming 82414

City of Mills, WY

Business Name

Phone: 307-587-4761

800-584-9153

Fax: 307-587-4981

Contact Person

PO Box 789

Address

Mills WY 82644

City State Zip

307-439-1244

Phone # Fax #



Authorization for Legal Assignment

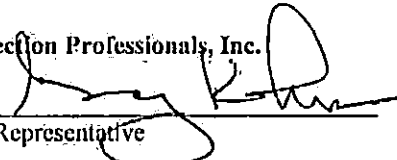
The following is an agreement between City of Mills, WY hereinafter referred to as "CLIENT," and **Collection Professionals, Inc. and/or dba Check Solutions.**

Except as herein specified, CLIENT agrees to place delinquent accounts and/or dishonored checks with Collection Professionals, Inc. for collection. Either party may terminate this agreement with thirty days written notice.

CLIENT hereby transfers, sets over and assigns unto Collection Professionals, Inc. all rights, titles and interest to claims arising from all accounts and/or dishonored checks to be assigned for collection with full power to collect, sue, compromise, endorse remittance or settle said claims in the name of Collection Professionals, Inc. for the benefit of the CLIENT.

A copy of the regularly kept business records will be submitted for each account assigned to Collection Professionals, Inc. and so noted and dated. All sums assigned to Collection Professionals, Inc. will be justly due and owing at the time each account is assigned.

In the event that said parties should enter into legal dispute, each party shall bear their own court costs and attorney fees.

Collection Professionals, Inc.


CPI Representative

Client Representative

Greg Kohn
Printed Name
9/29/2028
Date

Printed Name

Date

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made November 12, 2020, by and between Advanced Geotechnical Solutions, Inc., a Wyoming Corporation, having its principal office located at 2435 King Boulevard, Casper, WY 82604, (hereinafter referred to as "AGS") and the Town of Mills having their principal address located at 704 Fourth Street, Mills, Wyoming 82604, (hereinafter referred to as "CLIENT"), in consideration of the mutual covenants contained herein, the parties agree as follows:

The CLIENT hereby engages AGS and AGS hereby agrees to perform the services described in Attachment A, attached hereto, under the terms and conditions hereinafter specified:

1: INDEPENDENT CONSULTANT STATUS

Except as may otherwise be noted herein, AGS shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this AGREEMENT. It is specifically understood that, irrespective of any assignability provisions, AGS may retain subcontractors to perform services usually performed by subcontractors and should AGS determine it appropriate or necessary to rely on a subcontractor where it is not customary to do, AGS shall obtain prior written approval or subsequent written confirmation from CLIENT.

2: INTEGRATION

This AGREEMENT comprises a final and complete repository of understanding between CLIENT AND AGS. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meanings and intents. Acceptance of this AGREEMENT as provided for below signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. CLIENT and AGS agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

3: GOVERNING LAW

The law of the State of Wyoming will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

4: ASSIGNMENT

Neither party to this AGREEMENT shall assign its duties and obligations hereunder without the prior written consent of the other party.

5: NOTICES

Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or is sent by registered or certified mail to the business address identified above.

6: SEVERABILITY

- A. CLIENT and AGS have entered into this AGREEMENT of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this AGREEMENT later held to violate the law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- B. However, CLIENT and AGS will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

7: STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by AGS and its employees under this AGREEMENT will be the care and skill ordinarily used by members of AGS's profession practicing under the same or similar circumstances at the same time and in the same locality. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise in connection with AGS's services.

8: COMPLIANCE WITH CODES AND STANDARDS

AGS's professional services shall be consistent with sound engineering practices and shall incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time AGS rendered their services. In the event of a change in laws, regulations, etc., of which AGS becomes aware and believes affects their work for CLIENT, AGS shall inform CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either CLIENT or AGS believes the change requires a renegotiation of this AGREEMENT, both CLIENT and AGS agree to bargain promptly and in good faith, to permit AGS to continue to meet CLIENT's needs. If a renegotiated contract cannot be agreed to, CLIENT agrees AGS has an absolute right to terminate this AGREEMENT.

9: OWNERSHIP OF INSTRUMENTS OF SERVICE

- A. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by AGS as instruments of service shall remain the property of AGS. AGS shall retain these records for a period of 6 (six) months following submission of their report, during which period they will be made available to CLIENT at all reasonable times. If CLIENT wishes AGS to retain documents for a longer period of time, CLIENT shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for AGS's maintenance of such documents beyond the time period otherwise prevailing. CLIENT recognizes that no such documents should be subject to unauthorized reuse, that is, reuse without written authorization of AGS to do so.
- B. The CLIENT agrees that all documents and other work furnished to the CLIENT or their agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.
- C. AGS will return to the CLIENT within thirty (30) days of completion of the work, all documents provided by the CLIENT.

10: INFORMATION PROVIDED BY OTHERS

- A. AGS shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to AGS such information as is available to CLIENT. CLIENT recognizes that it is impossible for AGS to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- B. Accordingly, CLIENT waives any claim against AGS, and agrees to defend, indemnify and hold AGS harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to AGS by CLIENT.
- C. Further, CLIENT agrees to compensate AGS for any time spent or expenses incurred by AGS in defense of any such claim, with such compensation to be based upon AGS's prevailing fee schedule and expense reimbursement policy.

11: OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinion of probable project cost or probable construction cost provided by AGS are made on the basis of information available to AGS on the basis of AGS's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since AGS has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over competitive bidding or market conditions, AGS does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost AGS prepares.

12: JOBSITE SAFETY

- A. Insofar as jobsite safety is concerned, AGS is responsible solely for their own and their employees' activities on the jobsite, but this shall not be construed to relieve AGS and/or CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite.
- B. Neither the professional activities of AGS, nor the presence of AGS or their employees and subcontractors, shall be construed to imply AGS has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- C. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT and/or OWNER's AGREEMENT with the General Contractor. CLIENT also warrants that AGS shall be made an additional insured under the General Contractor's general liability insurance policy.

13: HAZARDOUS MATERIALS

Owner represents to AGS that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to AGS the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that AGS's scope of services does not include services related in any way to hazardous materials. In the event AGS or any other party encounters undisclosed hazardous materials, AGS shall have the obligation to notify CLIENT and, to the extent required by law of regulation, the appropriate governmental officials, and AGS may at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that AGS is performing professional services for CLIENT and that AGS is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with AGS's services under this AGREEMENT. If AGS's services hereunder cannot be performed because of the existence of

hazardous materials, AGS shall be entitled to terminate this AGREEMENT for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AGS, its officers, directors, partners, employees, and sub-consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such costs, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

14: BILLING AND PAYMENT

- A. CLIENT recognizes that time is of the essence with respect to payment of AGS's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.
- B. CLIENT shall pay AGS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by AGS from time to time but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify AGS within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.
- C. CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by AGS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.
- D. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on AGS's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, AGS, may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in SECTION 19, SUSPENSION) or terminate this AGREEMENT (as provided for in SECTION 20, TERMINATION).

15: LEGAL RIGHT OF ENTRY

CLIENT shall provide for AGS's right to enter from time to time property owned by CLIENT and/or other(s) in order for AGS to fulfill the scope of services indicated hereunder. CLIENT understands that use of equipment may unavoidably cause some damage to the surface the correction of which is not part of this AGREEMENT.

16: UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for the location of public underground utilities. In addition, CLIENT shall notify AGS of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of public utilities. AGS shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against AGS and will indemnify and hold AGS harmless from any claim of liability, injury or loss caused by or allegedly caused by AGS's damaging of underground utilities that are not properly marked or are not called to AGS's attention prior to beginning the underground sampling/testing.

17: CHANGED CONDITIONS

- A. CLIENT has relied on AGS's judgment in establishing the scope of work and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on AGS's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to AGS.
- B. Should AGS call for contract renegotiation, AGS shall identify the changed conditions which in AGS's professional judgment make such renegotiation necessary, and AGS and CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT to help permit AGS to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that AGS has an absolute right to terminate this AGREEMENT.

18: DELAYS

- A. In the event that AGS's field or technical work is interrupted due to causes beyond their control, AGS shall be compensated for the labor, equipment and other costs AGS incurs in order to maintain their workforce for CLIENT's benefit during the interruption, or – at CLIENT's option – the various costs AGS incurs for demobilization and subsequent remobilization. Compensation to AGS shall be based upon AGS's prevailing fee schedule and expense reimbursement policy.

- B. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and AGS shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.
- C. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this AGREEMENT subject to renegotiation or termination.
- 19: SUSPENSION**
- A. Upon seven (7) calendar days' written notice to AGS, CLIENT may suspend AGS's work. If payment of AGS's invoices are not maintained on a thirty (30) calendar day current basis by CLIENT, AGS may by seven (7) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis.
- B. Suspension for any reason exceeding forty-five (45) calendar days shall, at AGS's option, make this AGREEMENT subject to renegotiation or termination as provided for elsewhere in this AGREEMENT.
- C. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and AGS, and AGS shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to AGS shall be based upon AGS's prevailing fee schedule and expense reimbursement policy.
- 20: TERMINATION**
- A. CLIENT or AGS may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs AGS incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.
- B. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate AGS for services rendered and costs incurred, in accordance with AGS's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.
- 21: INSURANCE**
- A. AGS declares that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that AGS has such coverage under public liability and property damage insurance policies which AGS deems to be adequate.
- B. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, AGS agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by AGS, its agents, staff, and consultants employed by it. AGS shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
- D. AGS shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.
- 22: CONSEQUENTIAL DAMAGES**
- CLIENT shall not be liable to AGS and AGS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or AGS, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

23: LIMITATION OF LIABILITY

- A. CLIENT agrees to limit AGS's liability to the CLIENT and all construction contractors and subcontractors on the project arising from AGS's professional acts, errors or omissions, any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of AGS's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the total aggregate liability of AGS to all those names shall not exceed \$3,500 or AGS's total fee for the services rendered on this project, whichever is greater.
- B. The CLIENT further agrees to require of the contractor and their subcontractors an identical limitation of AGS's liability for damages suffered by the contractor or subcontractor arising from AGS's professional acts, errors or omissions, any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of AGS's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither the contractor nor any of their subcontractors assumes any liability for damages to others which may arise on account of AGS's professional acts, errors or omissions.

24: CONFLICTS

In the event of a conflict between the main text of this AGREEMENT (Sections 1 through 31, inclusive) and any APPENDIX thereof, provisions of the main text shall govern. In the event of any conflict between the AGREEMENT and any ADDENDA thereto, the ADDENDA shall govern. In the event of a conflict between any two ADDENDA, the ADDENDA of most recent date shall govern.

25: DISPUTE RESOLUTION

- A. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, experts witness fees and other documented expenses as well as the value of time spent by the prevailing party and those in their employ in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall, on AGS's part, be computer based upon AGS's prevailing fee schedule and expense reimbursement policy.
- B. If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation, the parties hereby agree that this AGREEMENT shall be governed by Wyoming Law and that venue for any dispute resolution, including all actions at law, shall be in Natrona County, Wyoming.

26: LITIGATION SUPPORT

In the event AGS is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which AGS is not a party, CLIENT shall reimburse AGS for reasonable costs in responding and compensate AGS at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

27: CURING A BREACH

In the event either party believes that the other has committed a material breach of this AGREEMENT, the party maintaining such a belief shall issue a termination notice to the other, identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be affected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If, in curing an actual or alleged breach, either party shall waive any rights otherwise inuring to him by virtue of this AGREEMENT, such waiver shall not be construed to, in any way, affect future application of the provision involved or any other provision.

28: DEFECTS IN SERVICE

CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to AGS, any defects or suspected defects in AGS's work, in order that AGS may take prompt, effective measures which in AGS's opinion will minimize the consequences of a defect in service.

29: PERMITS AND APPROVALS

AGS shall assist CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which AGS's services are being engaged. This assistance relates to completing and submitting forms as to the results of certain work included in the scope of services. AGS will also provide additional services as requested, these to include conducting special tests, performance of special research studies, preparation of special documentation, development and delivery of testimony, and so on. CLIENT and AGS agree to discuss the scope of these additional services and the fees and expenses involved before AGS performs them on CLIENT's behalf.

30: EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, AGS agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for Individuals based on color, religion, sex, or national origin, or disabled veteran,

recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

31: PROJECT REPRESENTATIVES

CLIENT shall furnish representatives who shall make decisions on CLIENT's behalf when requested to do so by AGS. The following designated CLIENT representatives shall be available on an on-call basis as required by AGS, and shall be called in the order listed herein. In the event the first-list representative cannot be contacted, the one listed second shall be called, and so on, until contact is made.

CLIENT'S Contacts:

Matt Williams, P.E. (WLC)

Telephone: 307-266-2524

Telephone: _____

Telephone: _____

CLIENT warrants that, when any changes affecting this listing are made, CLIENT shall furnish a revised listing to AGS.

AGS'S Contacts:

Ben Hauser, P.E., G.I.T.

Telephone: (307) 439-5439

Telephone: (307) 267-4569

Telephone: _____

AGS designates Ben Hauser, P.E., G.I.T. as Project Manager.

32: TERM OF AGREEMENT

The term of this AGREEMENT shall commence on November 12, 2020 and end on December 31, 2022. AGS shall not commence work or services under this AGREEMENT until the CLIENT executes and delivers a copy of this AGREEMENT to AGS.

AGS: Advanced Geotechnical Solutions, Inc.

CLIENT: Town of Mills

Signature 

Signature _____

Print Name Ben Hauser, P.E., G.I.T.

Print Name _____

Title Principal

Title _____

Date November 12, 2020

Date _____

ATTACHMENTS:

Attachment A: Proposal for Preliminary Subsurface Exploration and Geotechnical Engineering dated November 12, 2020.
