

**REGULAR CITY COUNCIL
MEETING**

June 28, 2022

7:00 PM

City Hall



CITY OF MILLS
EST. 1921

Mayor:
Seth Coleman
Council President:
Darla Ives
Council Members:
James Hollander
Sara McCarthy
Brad Neumiller

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Minutes

- [1.](#) Council Meeting Minutes 6-14-2022
2. Executive Session for a Legal issue

City Licenses

- [3.](#) New and Renewal Business and Contractor Licenses 6-28-2022

Financial Approvals

- [4.](#) Fire Payroll: 5-30-2022 to 6-10-2022
- [5.](#) Fire Payroll: 6-11-2022 to 6-22-2022
- [6.](#) Regular Payroll: 6-6-2022 to 6-19-2022
- [7.](#) Financial Breakdown 6-28-2022

ORDINANCES AND RESOLUTIONS

- [8.](#) **Ordinance 783:** Second Reading: An Ordinance Adding A Provision to Address Nuisance Lighting in Title 9
- [9.](#) **Ordinance 784: Second Reading:** an Ordinance Adding a Provision to Address Residential Lots Being Used Principally for Storage by Absent Property Owners
- [10.](#) **Resolution 2022-30:** A Resolution Authorizing a Memorandum of Understanding Concerning Metro Animal Shelter Services Between the City of Mills and the City of Casper
- [11.](#) **Resolution 2022-31:** A Resolution Regarding Pay for Pay Per Call Firefighters Who Work Ambulance Transfers or on Stand by

COUNCIL APPROVALS

12. Council Approval of the City of Mills Employee Handbook

13. Council Approval of the Contract with the City of Casper for Professional Services for FY 23 for the Transit Services Beginning July 1st, 2022

OPEN DISCUSSION

EXECUTIVE SESSION

14. Legal Issue

15. Legal Issue

16. Personnel Issue

17. Legal Issue

18. Legal Issue

ADJOURNMENT

NEXT MEETING - July 12th, 2022 @ 7:00pm/ July 26th, 2022 @ 7:00pm

NEXT WORK SESSION - July 11th, 2022 @ 9:00am/ July 12th, 2022 @ 6:00pm/ July 26th, 2022 @ 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 City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

**REGULAR CITY COUNCIL
MEETING
June 14, 2022
7:00 PM
City Hall**



CITY OF MILLS
EST. 1921

Mayor:
Seth Coleman
Council President:
Darla Ives
Council Members:
James Hollander
Sara McCarthy
Brad Neumiller

MINUTES

CALL TO ORDER

Mayor called the meeting to order at 7:05pm.

ROLL CALL

Mayor Seth Coleman
Council President Darla Ives
Council Member Jim Hollander
Council Member Sara McCarthy
Council Member Brad Neumiller

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

Minutes

- 1. Council Meeting Minutes 5-24-2022

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

- 2. Executive Session Minutes 5-24-2022 Legal Issue

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

- 3. Executive Session Minutes 5-24-2022 Legal Issue

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

4. Executive Session Minutes 5-24-2022 Legal Issue

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

5. Executive Session Minutes 5-24-2022 Personnel Issue

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

6. Executive Session Minutes 5-24-2022 Personnel Issue

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

City Licenses

7. New and Renewal of Business and Contractor Licenses 6-14-2022

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

Financial Approvals

8. Fire Payroll: 5-6-2022 to 5-17-2022

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

9. Fire Payroll

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

10. Regular/Police Payroll

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

11. Regular/Police Payroll

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

12. Financial Reports 6-14-2022

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

13. Treasurer Report for May 2022

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

14. Court Income Reports for April and May 2022

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

ORDINANCES AND RESOLUTIONS

15. Ordinance 780, THIRD AND FINAL READING: An Ordinance Amending and Republishing Title 2 on Administration and Personnel

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

16. Ordinance 781, THIRD AND FINAL READING: An Ordinance Amending and Republishing Title 5 Business Licenses and Regulations

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

17. Ordinance 782, THIRD AND FINAL READING: An Ordinance Amending Title 10 to Add Chapter 10.64 on Bicycles, E-Bicycles, Toy Vehicles, Rollerblades, In-Line Skates, Roller Skates, Snowboards, Skis, Roller skis, Scooter, E-Scooters, Coaster, Skateboards and Similar Devices

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

18. Ordinance 779: THIRD AND FINAL READING of the FY 23 Budget

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

- 19. **Ordinance 783: First Reading:** An Ordinance Adding A Provision to Address Nuisance Lighting in Title 9

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

- 20. **Ordinance 784: First Reading:** an Ordinance Adding a Provision to Address Residential Lots Being Used Principally for Storage by Absent Property Owners

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

- 21. **Resolution 2022-26** to approve enrolling the City of Mills in the H-GAC Cooperative

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

- 22. **Resolution 2022-27** A Resolution for the City of Mills to Lease a Fire Engine

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

- 23. **Resolution 2022-28** A resolution for the Use of a Bar Nunn Fire Engine

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

- 24. **Resolution 2022-29** A Resolution for the City of Mills to Provide Notice of the Need to Move Gas Lines & Appurtances Belonging to Source Gas

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

COUNCIL APPROVALS

- 25. Fire Union Contract approval

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

OPEN DISCUSSION

Paulette Moore brought up the speed limit sign on Badger, she asked if the city could put in a more visible speed limit sign as there are a lot of cars going faster than 20mph on that road. City Administrator Mike Coleman said he would have the new sign Public Works got installed over there for awhile.

Mary Marcus brought to the attention of the council that she does not have water pressure at her house. City Administrator Mike Coleman told her he would have the Public Works guys look into this.

Galen Bloom had the same issue as Mary to bring up and asked what size pipes were over in their neighborhood.

EXECUTIVE SESSION

26. Legal Issue

Mayor asked to go into Executive Session for a Legal Issue at 7:26pm.

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

Back from Executive Session at 7:44pm.

Action Taken: To authorize City Attorney Pat Holscher to write a letter to LGLP.

27. Legal Issue

This issue was moved the the next council meeting.

ADJOURNMENT

Mayor adjourned the meeting at 7:46pm.

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

NEXT MEETING - June 28th, 2022 @ 7:00pm/ July 12th, 2022 @ 7:00pm

NEXT WORK SESSION - June 28th, 2022 @ 6:00pm/ July 11th, 2022 @ 9:00am

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

Mayor, Seth Coleman

City Treasurer, Alyssa Hartmann

Council Meeting JUNE 28TH, 2022

Item # 3.

NEW BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	CORNER TO CORNER EXTERIOR CLEANING	N/A	YES
2	MATCO TOOLS DISTRIBUTOR	N/A	N/A
3			
4			

RENEWAL BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	ALLEN CUSTOM COATING	YES	YES
2	LISA BURRIDGE & ASSOCIATES REAL ESTATE	N/A	N/A
3	C & M ENTERPRISES	N/A	N/A
4	CARPET CREATIONS FLOOR & WALL DESIGN	N/A	YES
5	CASPER WINDOW & DOOR	YES	YES
6	CELLCO PARTNERSHIP dba VERIZON WIRELSS	N/A	YES
7	COASTAL CHEMICAL CO	YES	YES
8	FULL HOUSE CHINESE RESTAURANT	YES	YES
9	GARY BRINK, INC	N/A	YES
10	GEOTEC INDUSTRIAL SUPPLY	YES	YES
11	HANSEN QWIK LUBE	YES	YES
12	HONNEN EQUIPMENT	YES	YES
13	INSTALLATION & SERVICE CO	YES	YES
14	McDONALD LANDSCAPING	N/A	YES
15	MYZWEL STORE IT	YES	YES
16	O'QUINN ENTERPRISES	N/A	N/A
17	OVERHEAD DOOR COMPANY OF CASPER	N/A	YES
18	PETERBILT OF WYOMING	YES	YES
19	RONE ENTERPRISES	N/A	N/A
20	SMART HOME PROS	N/A	YES
21	TWO BULLS	YES	YES
22	VIVINT	N/A	YES
23	WEST COAST ENGINEERED PRODUCTS	YES	N/A
24	WYOMING TRADING CO	YES	YES
25			
26			
27			

Council Meeting JUNE 28TH, 2022

Item # 3.

NEW CONTRACTOR LICENSES

	BUSINESS NAME	FIRE	INSURANCE	CONTRACTOR ID
1	CENTRAL WYOMING CONSTRUCTION	N/A	YES	YES
2		N/A		

RENEWAL CONTRACTOR LICENSES

	BUSINESS NAME	FIRE	INSURANCE	CONTRACTOR ID
1	AMERICAN PLUMBING & HEATING	N/A	N/A	YES
2	BARNS BY DESIGN	N/A	N/A	YES
3	BEST CHOICE CONSTRUCTION	N/A	N/A	YES
4	BIRD CONSTRUCTION	N/A	YES	YES
5	BREIT ROOFING	N/A	YES	YES
6	CASPAR BUILDING SYSTEMS	N/A	YES	YES
7	COLLING BROTHERS ROOFING	N/A	N/A	YES
8	DAY ENTERPRISES	N/A	YES	YES
9	5150 HEATING & AIR CONDITIONING	N/A	YES	YES
10	HUBER PLUMBING & HEATING	N/A	YES	YES
11	HUTCH'S HI-COUNTRY PLUMBING & HEATING	N/A	N/A	YES
12	JTL BROUP dba KNIFE RIVER	N/A	YES	YES
13	LIMMER ROOFING	N/A	N/A	YES
14	M C CONSTRUCTION	N/A	N/A	YES
15	RIVER VALLEY BUILDERS	N/A	YES	YES
16	SAM'S PLUMBING	N/A	N/A	YES
17	STERLING EXCAVATION	N/A	N/A	YES



CITY OF MILLS

EST. 1921

PAYROLL

Meeting Date: June 28th, 2022

Payroll Type: Fire Payroll

Date Range: 5-30-2022 to 6-10-2022

NET..... \$10,140.91

DEDUCTIONS.....\$3790.48

Federal Taxes.....\$979.00

Medicare..... \$189.53

Retirement \$1496.93

Union Dues..... \$165.00

Supplemental Insurance.....\$118.35

Insurance.....\$841.67

TOTAL PAYROLL.....\$13,931.39

City Clerk, Christine Trumbull

Mayor, Seth Coleman



CITY OF MILLS

EST. 1921

PAYROLL

Meeting Date: June 28th, 2022

Payroll Type: Fire Payroll

Date Range: 6-11-2022 to 6-22-2022

NET..... \$10,599.25

DEDUCTIONS.....\$3982.85

Federal Taxes.....\$1092.00

Medicare..... \$198.98

Retirement \$1566.85

Union Dues..... \$165.00

Supplemental Insurance.....\$118.35

Insurance.....\$841.67

TOTAL PAYROLL.....\$14,582.10

City Clerk, Christine Trumbull

Mayor, Seth Coleman



CITY OF MILLS

EST. 1921

PAYROLL

Meeting Date: June 28th, 2022

Payroll Type: Regular/Police Payroll

Date Range: 6-6-2022 to 6-19-2022

NET..... \$72,010.27

DEDUCTIONS.....\$31,197.55

Federal Taxes.....\$8559.00

Medicare..... \$1438.22

Retirement \$9246.67

Social Security.....\$6057.42

Supplemental Retirement..... \$1100.00

Supplemental Insurance.....\$484.22

Child Support..... \$600.00

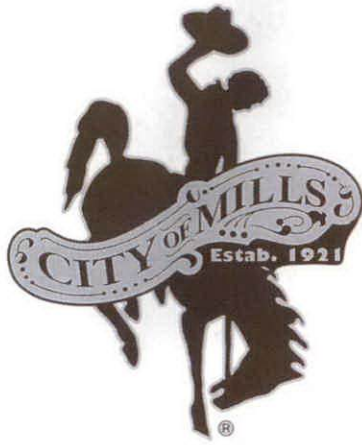
Insurance.....\$3684.52

Union Dues.....\$27.50

TOTAL PAYROLL.....\$103,207.82

City Clerk, Christine Trumbull

Mayor, Seth Coleman



CITY OF MILLS

EST. 1921

BILLS

Meeting Date: June 28th, 2022

Bills

ACH.....	\$8310.09
VOUCHERS.....	\$142,110.81
MANUAL CHECKS CITY HALL.....	\$26,644.39
MANUAL CHECKS COURT.....	\$2075.00
VOIDED CHECKS.....	\$0



CITY OF MILLS

EST. 1921

CHECK LIST FOR

June 28th, 2022

COUNCIL MEETING

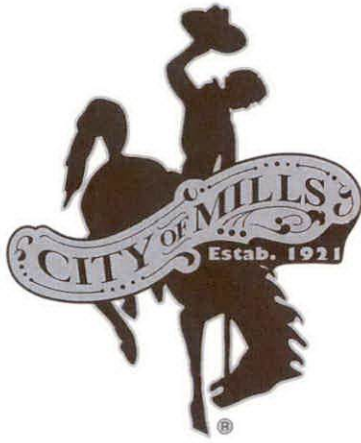
City Hall/Court

6-6-2022	29727-29736	Manuals
6-7-2022	29737-29739	Transmittals
6-9-2022	29740-29743	Payroll
6-10-2022	29744-29746	Manuals
6-13-2022	29747	Transmittals
6-16-2022	29748-29754	Manuals
6-21-2022	29755-29760	Transmittals
6-22-2022	29761-29815	Vouchers
6-22-2022	29816-29817	Transmittal
	COURT	

COUNCIL:

MAYOR: _____

CITY CLERK: _____



CITY OF MILLS

EST. 1921

MANUAL CHECKS

City Hall

June 28th, 2022

COUNCIL MEETING

6-6-2022	29727	Bryce Reece	Water Deposit Refund	\$31.23
6-6-2022	29728	Holden Fauber	Water Deposit Refund	\$15.72
6-6-2022	29729	Jerald and Mary Rager	Water Deposit Refund	\$38.71
6-6-2022	29730	Rex Thorne	Water Deposit Refund	\$100.00
6-6-2022	29731	Shawn Bennette	Water Deposit Refund	\$98.10
6-6-2022	29732	Verizon	Phones	138.68
6-6-2022	29733	Casey Gallinger	Stipend	\$550.00
6-6-2022	29734	Century Link	Phone	\$255.26
6-6-2022	29735	Charter Communications	TV/Internet	\$499.95
6-6-2022	29736	Justin Lindberg	Stipend	\$250.00
6-10-2022	29744	Dynamic Sound	SummerFest	\$1000.00
6-10-2022	29745	Kristi Stewart	Supplies	\$61.44
6-10-2022	29746	Rocky Mountain Power	Utilities	\$91.44
6-16-2022	29748	Black Hills Energy	Utilities	\$2934.54
6-16-2022	29749	Rocky Mountain Power	Utilities	\$11,318.13
6-20-2022	29750	Clark Jones	Water Deposit Refund	\$115.13
6-20-2022	29751	Pamela Hamar	Hall Refund	\$500.00



CITY OF MILLS

EST. 1921

MANUAL CHECKS

COURT

June 28th, 2022

COUNCIL MEETING

6-6-2022	1685	Crime Victims Division	Crime Preventon	\$300.00
6-6-2022	1686	Kenith Longest	Bond Refund	\$520.00
6-6-2022	1687	Kimberly LeBeau	Bond Refund	\$495.00
6-6-2022	1688	Robert Dutton	Bond Refund	\$760.00

TOTAL: _____ \$2075.00

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 Print, Ship & More								
8085	307 Print, Ship & More	051722	05/31/2022	20.74	20.74	06/22/2022	06/22/2022	29761
8085	307 Print, Ship & More	060222	06/02/2022	197.50	197.50	06/22/2022	06/22/2022	29761
Total 307 Print, Ship & More:				218.24	218.24			
ALSCO, Inc								
350	ALSCO, Inc	LCAS1481681	06/01/2022	75.93	75.93	06/22/2022	06/22/2022	29762
350	ALSCO, Inc	LCAS1482883	06/08/2022	139.10	139.10	06/22/2022	06/22/2022	29762
Total ALSCO, Inc:				215.03	215.03			
AMBI Mail & Marketing, Inc								
140	AMBI Mail & Marketing, Inc	22-05-511	05/31/2022	63.77	63.77	06/22/2022	06/22/2022	29763
Total AMBI Mail & Marketing, Inc:				63.77	63.77			
American Water Works Association								
410	American Water Works Associatio	7002020867	04/23/2022	355.00	355.00	06/22/2022	06/22/2022	29764
Total American Water Works Association:				355.00	355.00			
Atlas Office Products, Inc								
620	Atlas Office Products, Inc	76282-0	06/15/2022	1.04	1.04	06/22/2022	06/22/2022	29765
Total Atlas Office Products, Inc:				1.04	1.04			
Automation & Electronics, Inc								
640	Automation & Electronics, Inc	E-841250	06/10/2022	131.00	131.00	06/22/2022	06/22/2022	29766
Total Automation & Electronics, Inc:				131.00	131.00			
Bargreen Ellingson								
3820	Bargreen Ellingson	010259472	02/16/2022	129.52	129.52	06/22/2022	06/22/2022	29767
Total Bargreen Ellingson:				129.52	129.52			
Best Friends Animal Health Center								
7796	Best Friends Animal Health Cente	161142	04/28/2022	208.64	208.64	06/22/2022	06/22/2022	29768
Total Best Friends Animal Health Center:				208.64	208.64			
Big Horn Tire, Inc								
7983	Big Horn Tire, Inc	04-58975	05/24/2022	180.00	180.00	06/22/2022	06/22/2022	29769
Total Big Horn Tire, Inc:				180.00	180.00			
Bound Tree Medical								
840	Bound Tree Medical	84544434	05/31/2022	33.96	33.96	06/22/2022	06/22/2022	29770
840	Bound Tree Medical	84544435	05/31/2022	173.99	173.99	06/22/2022	06/22/2022	29770

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Bound Tree Medical:				207.95	207.95			
Caselle, Inc								
1160	Caselle, Inc	117273	06/01/2022	1,101.00	1,101.00	06/22/2022	06/22/2022	29771
1160	Caselle, Inc	117273	06/01/2022	1,101.00	1,101.00	06/22/2022	06/22/2022	29771
Total Caselle, Inc:				2,202.00	2,202.00			
City of Casper								
1510	City of Casper	3035	05/31/2022	5,629.59	5,629.59	06/22/2022	06/22/2022	29772
1510	City of Casper	3063	06/03/2022	6,140.00	6,140.00	06/22/2022	06/22/2022	29772
1510	City of Casper	582284	06/03/2022	7.26	7.26	06/22/2022	06/22/2022	29772
1510	City of Casper	612276	05/27/2022	646.92	646.92	06/22/2022	06/22/2022	29772
1510	City of Casper	612304	05/31/2022	475.20	475.20	06/22/2022	06/22/2022	29772
1510	City of Casper	612344	05/31/2022	366.12	366.12	06/22/2022	06/22/2022	29772
1510	City of Casper	612349	06/01/2022	990.36	990.36	06/22/2022	06/22/2022	29772
1510	City of Casper	612400	06/03/2022	687.42	687.42	06/22/2022	06/22/2022	29772
1510	City of Casper	612426	06/06/2022	452.52	452.52	06/22/2022	06/22/2022	29772
1510	City of Casper	612535	06/09/2022	611.28	611.28	06/22/2022	06/22/2022	29772
1510	City of Casper	612563	06/10/2022	693.90	693.90	06/22/2022	06/22/2022	29772
1510	City of Casper	612667	06/15/2022	619.38	619.38	06/22/2022	06/22/2022	29772
Total City of Casper:				17,319.95	17,319.95			
Civic Plus								
7417	Civic Plus	230000	05/31/2022	6,300.00	6,300.00	06/22/2022	06/22/2022	29773
Total Civic Plus:				6,300.00	6,300.00			
Colby Hales Auctions								
8193	Colby Hales Auctions	100	06/10/2022	247.92	247.92	06/22/2022	06/22/2022	29774
Total Colby Hales Auctions:				247.92	247.92			
Collins Communications, Inc								
7427	Collins Communications, Inc	598950	06/01/2022	275.00	275.00	06/22/2022	06/22/2022	29775
Total Collins Communications, Inc:				275.00	275.00			
CY Ace Hardware								
8185	CY Ace Hardware	265/1	06/09/2022	54.34	54.34	06/22/2022	06/22/2022	29776
Total CY Ace Hardware:				54.34	54.34			
Dana Kepner Company Inc								
1910	Dana Kepner Company Inc	2234644-00	05/12/2022	468.85	468.85	06/22/2022	06/22/2022	29777
1910	Dana Kepner Company Inc	2234718-00	05/23/2022	91.38	91.38	06/22/2022	06/22/2022	29777
1910	Dana Kepner Company Inc	2234754-00	05/26/2022	414.18	414.18	06/22/2022	06/22/2022	29777
Total Dana Kepner Company Inc:				974.41	974.41			
Elliott & Associates								
7451	Elliott & Associates	167628	05/17/2022	5,469.91	5,469.91	06/22/2022	06/22/2022	29778
Total Elliott & Associates:				5,469.91	5,469.91			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Emergency Medical Physicians, PC								
8166	Emergency Medical Physicians, P	052022	06/07/2022	250.00	250.00	06/22/2022	06/22/2022	29779
Total Emergency Medical Physicians, PC:				250.00	250.00			
Energy Laboratories Inc								
2370	Energy Laboratories Inc	478323	06/13/2022	128.00	128.00	06/22/2022	06/22/2022	29780
Total Energy Laboratories Inc:				128.00	128.00			
Fastenal								
2490	Fastenal	WYCAS16030	05/20/2022	23.77	23.77	06/22/2022	06/22/2022	29781
2490	Fastenal	WYCAS16030	05/20/2022	12.59	12.59	06/22/2022	06/22/2022	29781
2490	Fastenal	WYCAS16041	05/26/2022	37.36	37.36	06/22/2022	06/22/2022	29781
Total Fastenal:				73.72	73.72			
Ferguson Enterprises LLC								
2530	Ferguson Enterprises LLC	0495693	05/24/2022	53.64	53.64	06/22/2022	06/22/2022	29782
Total Ferguson Enterprises LLC:				53.64	53.64			
Ferguson Waterworks #1116								
2540	Ferguson Waterworks #1116	1246705	07/22/2021	104.98	104.98	06/22/2022	06/22/2022	29783
2540	Ferguson Waterworks #1116	1276897	10/22/2021	218.26	218.26	06/22/2022	06/22/2022	29783
2540	Ferguson Waterworks #1116	1322386	05/10/2022	28.30	28.30	06/22/2022	06/22/2022	29783
2540	Ferguson Waterworks #1116	1326799	05/25/2022	172.65	172.65	06/22/2022	06/22/2022	29783
2540	Ferguson Waterworks #1116	1327017	05/24/2022	1,578.99	1,578.99	06/22/2022	06/22/2022	29783
2540	Ferguson Waterworks #1116	1327076	05/24/2022	287.14	287.14	06/22/2022	06/22/2022	29783
Total Ferguson Waterworks #1116:				2,390.32	2,390.32			
Fiero Automation								
7375	Fiero Automation	274463500	04/21/2022	28.44	28.44	06/22/2022	06/22/2022	29784
Total Fiero Automation:				28.44	28.44			
Firefighters of Natrona County								
7970	Firefighters of Natrona County	2022-03	05/24/2022	166.66	166.66	06/22/2022	06/22/2022	29785
Total Firefighters of Natrona County:				166.66	166.66			
Fun On The Go								
7703	Fun On The Go	9848445	06/11/2022	6,500.00	6,500.00	06/21/2022	06/21/2022	29753
Total Fun On The Go:				6,500.00	6,500.00			
Greiner Ford								
2890	Greiner Ford	570836	03/25/2022	3,533.76	3,533.76	06/22/2022	06/22/2022	29786
Total Greiner Ford:				3,533.76	3,533.76			
Hawkins Inc								
3040	Hawkins Inc	6185341	05/15/2022	110.00	110.00	06/22/2022	06/22/2022	29787
3040	Hawkins Inc	6191938	05/19/2022	4,463.09	4,463.09	06/22/2022	06/22/2022	29787

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Hawkins Inc:				4,573.09	4,573.09			
Heather Duncan Malone								
3060	Heather Duncan Malone	00245	06/01/2022	2,014.00	2,014.00	06/22/2022	06/22/2022	29788
Total Heather Duncan Malone:				2,014.00	2,014.00			
Homax								
3120	Homax	CL15047	05/31/2022	214.56	214.56	06/22/2022	06/22/2022	29789
3120	Homax	CL15047	05/31/2022	3,738.05	3,738.05	06/22/2022	06/22/2022	29789
3120	Homax	CL15051	05/31/2022	220.94	220.94	06/22/2022	06/22/2022	29789
3120	Homax	CL15053	05/31/2022	273.03	273.03	06/22/2022	06/22/2022	29789
3120	Homax	CL15054	05/31/2022	206.47	206.47	06/22/2022	06/22/2022	29789
3120	Homax	CL15055	05/31/2022	314.58	314.58	06/22/2022	06/22/2022	29789
3120	Homax	CL15056	05/31/2022	440.28	440.28	06/22/2022	06/22/2022	29789
3120	Homax	CL15057	05/31/2022	527.24	527.24	06/22/2022	06/22/2022	29789
3120	Homax	CL15058	05/31/2022	3,026.85	3,026.85	06/22/2022	06/22/2022	29789
3120	Homax	CL15059	05/31/2022	160.84	160.84	06/22/2022	06/22/2022	29789
Total Homax:				9,122.84	9,122.84			
Honnen Equipment Co of Wyoming Inc								
8080	Honnen Equipment Co of Wyomin	1380494	06/03/2022	19,436.29	19,436.29	06/22/2022	06/22/2022	29790
Total Honnen Equipment Co of Wyoming Inc:				19,436.29	19,436.29			
Hose & Rubber Supply								
3150	Hose & Rubber Supply	01671372	06/14/2022	25.56	25.56	06/22/2022	06/22/2022	29791
Total Hose & Rubber Supply:				25.56	25.56			
Hub International Mountain States LTD								
3190	Hub International Mountain States	2759756	06/14/2022	6,000.00	6,000.00	06/22/2022	06/22/2022	29792
Total Hub International Mountain States LTD:				6,000.00	6,000.00			
Imerys Perlite USA, Inc.								
3250	Imerys Perlite USA, Inc.	8306173108	06/08/2022	7,599.69	7,599.69	06/22/2022	06/22/2022	29793
Total Imerys Perlite USA, Inc.:				7,599.69	7,599.69			
Leeward Tree Farm, LLC								
8049	Leeward Tree Farm, LLC	060322	06/03/2022	55.00	55.00	06/22/2022	06/22/2022	29794
8049	Leeward Tree Farm, LLC	060322	06/03/2022	205.00	205.00	06/22/2022	06/22/2022	29794
Total Leeward Tree Farm, LLC:				260.00	260.00			
Limmer Roofing, Inc								
3940	Limmer Roofing, Inc	22-138	06/10/2022	910.00	910.00	06/22/2022	06/22/2022	29795
Total Limmer Roofing, Inc:				910.00	910.00			
Live Action Safety								
8194	Live Action Safety	123125	06/03/2022	1,714.56	1,714.56	06/22/2022	06/22/2022	29796

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Live Action Safety:				1,714.56	1,714.56			
MountainWest Valuations, LLC								
8195	MountainWest Valuations, LLC	COMAPR4253	06/03/2022	1,000.00	1,000.00	06/22/2022	06/22/2022	29797
8195	MountainWest Valuations, LLC	COMAPR4254	06/03/2022	1,000.00	1,000.00	06/22/2022	06/22/2022	29797
Total MountainWest Valuations, LLC:				2,000.00	2,000.00			
NAPA Auto Parts								
4600	NAPA Auto Parts	845229	05/05/2022	13.99	13.99	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	852288	05/24/2022	8.79	8.79	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	852398	05/24/2022	54.18	54.18	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	856760	06/06/2022	169.00	169.00	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	856963	06/06/2022	126.29	126.29	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	857313	06/07/2022	44.98	44.98	06/22/2022	06/22/2022	29798
4600	NAPA Auto Parts	860460	06/14/2022	19.45	19.45	06/22/2022	06/22/2022	29798
Total NAPA Auto Parts:				436.68	436.68			
Natrona County Weed & Pest Control								
4680	Natrona County Weed & Pest Con	10731C	05/10/2022	87.59	87.59	06/22/2022	06/22/2022	29799
Total Natrona County Weed & Pest Control:				87.59	87.59			
Norco, Inc								
4760	Norco, Inc	34588448	03/31/2022	19.14	19.14	06/22/2022	06/22/2022	29800
4760	Norco, Inc	34640029	04/05/2022	86.64	86.64	06/22/2022	06/22/2022	29800
4760	Norco, Inc	34749608	04/20/2022	16.22	16.22	06/22/2022	06/22/2022	29800
4760	Norco, Inc	34997040	05/23/2022	194.21	194.21	06/22/2022	06/22/2022	29800
4760	Norco, Inc	35024674	05/26/2022	112.87	112.87	06/22/2022	06/22/2022	29800
4760	Norco, Inc	35083549	06/02/2022	258.48	258.48	06/22/2022	06/22/2022	29800
4760	Norco, Inc	35117998	06/07/2022	28.31	28.31	06/22/2022	06/22/2022	29800
Total Norco, Inc:				715.87	715.87			
One Call of Wyoming								
4880	One Call of Wyoming	63598	06/06/2022	71.25	71.25	06/22/2022	06/22/2022	29801
Total One Call of Wyoming:				71.25	71.25			
Peden's Inc.								
5010	Peden's Inc.	N66376	05/27/2022	222.00	222.00	06/22/2022	06/22/2022	29802
Total Peden's Inc.:				222.00	222.00			
R & R Rest Stops of Casper Inc								
5320	R & R Rest Stops of Casper Inc	58461	05/18/2022	731.00	731.00	06/22/2022	06/22/2022	29803
Total R & R Rest Stops of Casper Inc:				731.00	731.00			
Rocky Mountain Weed Control LLC								
5590	Rocky Mountain Weed Control LL	2200	06/04/2022	1,050.00	1,050.00	06/22/2022	06/22/2022	29804
Total Rocky Mountain Weed Control LLC:				1,050.00	1,050.00			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Safety - Kleen Systems								
8188	Safety - Kleen Systems	89280403	06/13/2022	489.14	489.14	06/22/2022	06/22/2022	29805
Total Safety - Kleen Systems:				489.14	489.14			
Schwartz, Bon, Walker & Studer, LLC								
7521	Schwartz, Bon, Walker & Studer,	221	05/16/2022	176.00	176.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	222	05/14/2022	363.00	363.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	223	05/14/2022	261.00	261.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	224	06/03/2022	113.00	113.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	225	05/14/2022	153.00	153.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	226	05/14/2022	261.00	261.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	227	05/14/2022	119.00	119.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	228	05/14/2022	159.00	159.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	229	05/14/2022	193.00	193.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	230	05/14/2022	159.00	159.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	231	05/14/2022	323.00	323.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	232	05/14/2022	51.00	51.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	233	05/14/2022	159.00	159.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	234	05/14/2022	123.00	123.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	235	05/14/2022	176.00	176.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	236	05/14/2022	470.00	470.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	237	05/16/2022	88.00	88.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	238	05/16/2022	453.00	453.00	06/22/2022	06/22/2022	29806
7521	Schwartz, Bon, Walker & Studer,	261	06/03/2022	2,229.50	2,229.50	06/22/2022	06/22/2022	29806
Total Schwartz, Bon, Walker & Studer, LLC:				6,009.50	6,009.50			
Skeleton Key Tactical, Inc								
8196	Skeleton Key Tactical, Inc	1	05/02/2022	1,500.00	1,500.00	06/22/2022	06/22/2022	29807
Total Skeleton Key Tactical, Inc:				1,500.00	1,500.00			
Stotz Equipment								
8145	Stotz Equipment	P92356	05/19/2022	240.14	240.14	06/22/2022	06/22/2022	29808
Total Stotz Equipment:				240.14	240.14			
Sutherlands								
6050	Sutherlands	198329	05/11/2022	25.36	25.36	06/22/2022	06/22/2022	29809
6050	Sutherlands	198805	05/25/2022	22.99	22.99	06/22/2022	06/22/2022	29809
6050	Sutherlands	198844	05/26/2022	10.99	10.99	06/22/2022	06/22/2022	29809
6050	Sutherlands	198864	05/26/2022	28.38	28.38	06/22/2022	06/22/2022	29809
6050	Sutherlands	199110	06/03/2022	92.97	92.97	06/22/2022	06/22/2022	29809
6050	Sutherlands	199303	06/08/2022	56.82	56.82	06/22/2022	06/22/2022	29809
6050	Sutherlands	199358	06/09/2022	2.89	2.89	06/22/2022	06/22/2022	29809
6050	Sutherlands	199563	06/15/2022	4.79	4.79	06/22/2022	06/22/2022	29809
6050	Sutherlands	199581	06/15/2022	115.55	115.55	06/22/2022	06/22/2022	29809
Total Sutherlands:				360.74	360.74			
Time Clock Plus								
7679	Time Clock Plus	INV00170152	03/22/2022	2,114.10	2,114.10	06/21/2022	06/21/2022	29754
Total Time Clock Plus:				2,114.10	2,114.10			

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Trans Union Risk & Alternative								
7392	Trans Union Risk & Alternative	233312-20220	06/01/2022	75.00	75.00	06/22/2022	06/22/2022	29810
Total Trans Union Risk & Alternative:				75.00	75.00			
Wear Parts								
6760	Wear Parts	385944	05/20/2022	7.57	7.57	06/22/2022	06/22/2022	29811
Total Wear Parts:				7.57	7.57			
WLC Engineering Inc								
6920	WLC Engineering Inc	2022-10426	06/09/2022	3,458.75	3,458.75	06/22/2022	06/22/2022	29812
6920	WLC Engineering Inc	2022-10427	06/09/2022	422.50	422.50	06/22/2022	06/22/2022	29812
6920	WLC Engineering Inc	2022-10430	06/09/2022	11,346.06	11,346.06	06/22/2022	06/22/2022	29812
6920	WLC Engineering Inc	2022-10432	06/09/2022	6,755.68	6,755.68	06/22/2022	06/22/2022	29812
6920	WLC Engineering Inc	2022-10439	06/09/2022	3,709.88	3,709.88	06/22/2022	06/22/2022	29812
6920	WLC Engineering Inc	2022-10450	06/09/2022	173.00	173.00	06/22/2022	06/22/2022	29812
Total WLC Engineering Inc:				25,865.87	25,865.87			
WSFA Mutual Aid								
7640	WSFA Mutual Aid	2152	05/30/2022	320.00	320.00	06/22/2022	06/22/2022	29813
Total WSFA Mutual Aid:				320.00	320.00			
Wyoming Water Association								
7445	Wyoming Water Association	2022	06/02/2022	350.00	350.00	06/22/2022	06/22/2022	29814
Total Wyoming Water Association:				350.00	350.00			
Zoll Medical Corporation								
7945	Zoll Medical Corporation	3508500	05/24/2022	130.07	130.07	06/22/2022	06/22/2022	29815
Total Zoll Medical Corporation:				130.07	130.07			
Grand Totals:				142,110.81	142,110.81			

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 Clerk: _____

City Council: _____

City Council: _____

City Council: _____

City Council: _____

City Council: _____

Department Heads: _____

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}

ORDINANCE NO. 783

AN ORDINANCE ADDING A PROVISION TO ADDRESS NUISANCE LIGHTING IN TITLE 9

WHEREAS, The City of Mills, Wyoming wishes to address nuisance lighting while still retaining flexibility for property owners in regard to the use of their property;

NOW THEREFORE, The City Council of the City of Mills hereby amends Title 9 of the Mills City Code to include the following new section in the existing Title 9:

9.48.060. Offensive or Intrusive Lights

a. No person shall keep or maintain on any premises they own or lease any outdoor lights or outdoor light emitting devices, or combination therefore, which causes a disturbance or nuisance to neighboring or adjoining properties.

Disturbance or nuisance in this context shall mean any amount of light originating from a property or received within a property within the City limits that (a) endangers the safety or health of any person, (b) disturbs a reasonable person of normal sensitivities, or (c) endangers personal or real property.

b. A person cited with a violation of this provision shall be liable as per the provision for general offenses, provided however that a party liable under this provision may abate the condition within twenty days of a citation or judgment and be relieved of any fine.

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

PASSED on 1st reading the ____ day of _____ 2022.

PASSED on 2nd reading the ____ day of _____, 2022.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this ____ day of _____, 2022.

CITY OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Brad Neumiller, Council

ATTESTED:

Christine Trumbull, City Clerk

ORDINANCE NO. 784

AN ORDINANCE ADDING A PROVISION TO ADDRESS RESIDENTIAL LOTS BEING USED PRINCIPALLY FOR STORAGE BY ABSENT PROPERTY OWNERS

WHEREAS, The City of Mills, Wyoming wishes to preserve the residential character of neighborhoods that are principally used for that purpose, and to preserve the peaceable enjoyment of private property by residents in such neighborhoods; and

WHEREAS, the use of lots in areas which principally have a residential character for storage by individuals who do not live adjacent to said lots can create disturbances and dangers to the residents who live in said areas.

NOW THEREFORE, The City Council of the City of Mills hereby amends Title 9 of the Mills City Code to include the following new section in the existing Title 9:

9.48.070. Use of Residential Lots for Remote Storage

- a. No person shall use a residential lot for personal storage, whether out in the open or within a structure which does not adjoin a lot owned by the same property owner which includes a structure primarily used as a dwelling.
- b. The penalty for violation of this provision shall be as per the general offenses provisions of this Code, provided however that a person cited or liable under this section may abate the condition and avoid any monetary fine provided that they do so within ten (10) days of a citation or judgment.
- c. Nothing in this section shall relieve a person of being subject to any other provision of the Mills City Code and this section is not intended to operate preemptively to the exclusion of any other provision of the Mills City Code.
- d. For purposes of this section, residential lot shall mean a lot that is zoned to be used principally for a residence or residences and not commercially. Nothing in this section is intended to apply to commercial storage units or operations.

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

PASSED on 1st reading the ____ day of _____ 2022.

PASSED on 2nd reading the ____ day of _____, 2022.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this ____ day of _____, 2022.

CITY OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Brad Neumiller, Council

ATTESTED:

Christine Trumbull, City Clerk

RESOLUTION NO. 2022-30

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING CONCERNING METRO ANIMAL SHELTER SERVICES BETWEEN THE CITY OF MILLS, WYOMING, AND THE CITY OF CASPER, WYOMING.

WHEREAS, the City of Casper, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions have certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions; and,

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession; and,

WHEREAS, the City of Mills is reassessing the assignment of its building infrastructure in order to use it most efficiently, and is therefore looking to make another use out of the structure that it has been using for an animal holding facility for the housing of animals that come into its possession and control; and,

WHEREAS, the City of Casper and the City of Mills desire to coordinate, centralize, and work together for the benefit of the citizens of each community for animal sheltering; and,

WHEREAS, the parties desire to enter into a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Memorandum of Understanding Concerning Animal Shelter Services between the City of Mills, Wyoming, and the City of Casper, Wyoming, in the amount of Five Thousand Three Hundred Thirty-Five Dollars and Fifty-Four Cents (\$5,335.54).

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2022.

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Bradley Neumiller, Council

ATTESTED:

Christine Trumbull, City Clerk

CITY OF MILLS
RESOLUTION 2022-31

**A RESOLUTION REGARDING PAY FOR PAY PER CALL FIREFIGHTERS WHO
WORK AMBULANCE TRANSFERS OR ON STAND BY**

WHEREAS, the City of Mills has a Fire Department that is staffed by full time firefighters who have entered into a contract with the City of Mills, Wyoming; and

WHEREAS, that contract provides that in addition to full time firefighters, the following classifications exist:

Pay Per Call Fire Fighters: A Pay Per Call Fire Fighter shall be any paid part time employee of the Mills Fire Department employed as a Firefighter or emergency services employee on a part time, pay per call basis.

Seasonal Employee: A seasonal employee is an employee who is hired into a position for which the customary annual employment is six months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter or whose employment otherwise qualified as seasonal under 5 CFR § 340.402.

WHEREAS, the Contract further provides the following:

SECTION 2. PAY PER CALL FIRE FIGHTERS AND SEASONAL FIREFIGHTERS

The Mills Fire Department will contain both pay per call firefighters and seasonal firefighters. Neither of these categories shall be regarded as full-time firefighters under this contract.

- a. Pay per call firefighters will be trained by the professional firefighters as required by the Fire Chief. The pay use and schedules of the paid part-time firefighters will be determined by the Fire Chief subject to the approval of the Mills City Council.
- b. Seasonal firefighters will be trained by the professional firefighters as required by the Fire Chief. The pay use and schedules of the Seasonal firefighters will be determined by the Fire Chief subject to the approval of the Mills City Council.

WHEREAS, Pay Per Call firefighters are occasionally used by the Mills Fire Department on shifts, at which time they are paid a stipend for their services in an amount determined by the Fire Chief and reported to the Mayor and Town Administrator, representing the expenses and costs they incur in that service.

WHEREAS, “Paid Fireman” is defined by Wyo. Stat. 15-5-201(a)(xi) as follows:

(xi) "Paid fireman" means an individual regularly employed and paid by any city, town, county or fire protection district for devoting his entire time of employment to the care, operation and requirements of a regularly constituted fire department;

WHEREAS, “Volunteer Fireman” is defined by Wyo. Stat 15-5-201(a)(xix) as follows:

"Volunteer fireman" means an individual who devotes less than his entire time of employment to, but who is carried on the rolls of a regularly constituted fire department, the members of which may be partly paid and partly volunteer. Payment of compensation for services actually rendered by enrolled volunteers does not take them out of this classification. Any individual who volunteers

assistance but is not regularly enrolled as a fireman is not a volunteer within the meaning of this article;

WHEREAS; the City of Mills occasionally makes use of its part time pay per call firemen for ambulance transport when it takes on ambulance transport roles or on a stand by basis.

WHEREAS, the City Council has determined that the following rates shall be paid to pay per call firemen performing ambulance transport or stand by duties for the City of Mills after consultation with the Fire Chief, as set out in the current contract with the International Association of Fire Fighters, 9th District, Federated Fire Fighters of Wyoming, Mills Professional Firefighters, Local 4961

Part-time
hourly compensation

No certifications:
\$10/hr

Structure quals

or

Wildalnd Quals

or

EMS Quals

FF1
\$14.50
Plus 1 = \$1
Plus 2 = \$2

FFT2
\$14.50
Plus 1 = \$1
Plus 2 = \$2

EMT-Basic
\$14.50
Plus 1 = \$1
Plus 2 = \$2

FF2
\$16
Plus 1 = \$1
Plus 2 = \$2

FFT1
\$16
Plus 1 = \$1
Plus 2 = \$2

AEMT
\$16
Intermediate
\$20
Paramedic
\$25
Plus 1 = \$1
Plus 2 = \$2

ENGB
\$20
(+) EMTB = \$22
(+) ALS = \$28

On the +1 and +2, that is one dollar for each, not a total of \$3

NOW, THEREFORE, The City Council for the City of Mills, Wyoming hereby resolves that he current pay for Pay Per Call firemen assigned to ambulance support duties shall be as set forth above.

PASSED, ADOPTED AND APPROVED on this _____ day of _____, 2022.

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Brad Neumiller, Council

ATTESTED:

Christine Trumbull, Town Clerk

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2022, by and between the following parties:

- 1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
- 2. The City of Mills, a Wyoming municipal corporation, 704 Fourth Street, Mills, Wyoming 82644, (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

- A. The City is undertaking a project to support transit services in the City of Mills.
- B. The project requires professional services for the demand response and fixed route transportation for the City of Mills and members of its general public.
- C. The City represents that it is ready, willing, and able to provide the professional services to the City of Mills as required by this Contract.
- D. The Contractor desires to retain the City for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES:**

The City, through the City Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the City of Mills.

The City shall perform the following services in connection with and respecting the project:

- A. City shall operate a demand response transportation system for the urbanized area of Mills. The City shall place an emphasis on services for the elderly and disabled.
- B. City shall operate a fixed route transportation system for the general public within the boundaries of the City of Mills.

- C. City shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m. The City may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by the City.
- D. City shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday. The City may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by the City.
- E. City shall promote the services offered through appropriate informational programs.
- F. City shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
- G.
 1. Fares: Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the City and considered program income. The City has the option to alter fares during the course of the Contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.
 2. General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.
 3. A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.
- H.
 1. Group Trips: Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per

year according to 49 CFR Part 604.

2. Contractor agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of the City shall be undertaken on July 1, 2022 and completed on or before the 30th day of June 2023.

3. COMPENSATION:

a. In consideration of the performance of services rendered under this Contract, the City shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirty-Five Thousand Dollars (\$35,000) for FY 2023. See Exhibit A, attached hereto and made part of this Contract.

b. This Contract is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.

c. This Contract is specifically made subject to the Council-approved FY 2023 budget, related, but not limited to, the City's General Fund and the City's 1% #16 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

d. Contractor's Financial Obligation
Contractor will be invoiced by the City on a monthly basis based on the days and hours of service and the cost per service hour. The Contractor will pay the City the invoiced monthly amount for transit operations up to an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) no later than July 31, 2023. The City shall provide a monthly invoice broken out by days and hours of service and cost per service hour.

4. METHOD OF PAYMENT:

The Contractor payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the City for services rendered in conformance with the Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS, and PART III – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City’s and the Contractor’s authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
City of Mills

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any SubContractor to perform any services in the scope of this project, unless the SubContractor is approved in writing by the City. Any approved SubContractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its SubContractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor’s liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *SubContractors*

Contractor shall require and verify that all SubContractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from SubContractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any SubContractor thereof.

12. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover

or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Part III

Federal Transit Administration (FTA) Required Clauses

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color,

religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or

4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

4. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

- 1. Debarred from participation in any federally assisted Award;
- 2. Suspended from participation in any federally assisted Award;
- 3. Proposed for debarment from participation in any federally assisted Award;
- 4. Declared ineligible to participate in any federally assisted Award;
- 5. Voluntarily excluded from participation in any federally assisted Award; or
- 6. Disqualified from participation in any federally assisted Award.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the

penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

9. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this Contract is terminated while the Contractor has possession of the City's goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

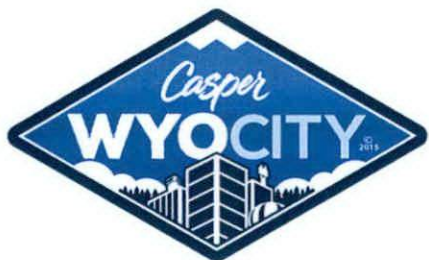
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

EXHIBIT A

Transit Billing FY23 Forecast
City of Mills

6/1/2022

Month	#days	Hours	Cost per service hour (fuel, maint., personnel)	Total	Black Cat grant 56% of total	Balance owed Casper
		8.3				
July - 2022	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
August - 2022	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
September - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
October - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
November - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
December - 2022	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
January - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
February -2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
March - 2023	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
April - 2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
May - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
June - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
				\$ 80,033.91	\$ 44,818.99	\$ 35,214.92



COMMUNITY DEVELOPMENT DEPARTMENT

June 24, 2022

Dear Mayor Coleman and the City of Mills,

Please find attached a Contract for Professional Services with the City of Casper for FY23 Transit services, beginning July 1, 2022.

As you will note, the proposed compensation will remain the same as the proposed compensation request from CATC in 2020 -- \$35,000 for both fixed route and door-to-door service (to be invoiced monthly). Casper, and its surrounding municipalities/entities, were all fortunate to have the 2020 CARES grant through the Federal Transit Administration (FTA) cover the operational expenses for the majority of the 2020 calendar year and all of 2021.

The City has enjoyed the ongoing relationship we have shared with you for the transit operations since assuming oversight in May 2021. Our goal has been to keep the Casper area moving forward, and transit operating seamlessly through this transition. We look forward to continuing our partnership with you, and would appreciate your signature on the attached (original) contract by Thursday, June 30, 2022. I will swing by to pick it up that day.

I would also be happy to address any questions you may have about the contract.

Very Truly Yours,

Liz Becher

Liz Becher, Director
Community Development/
Transit

