REGULAR CITY COUNCIL MEETING November 15, 2022 7:00 PM City Hall



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

# **AGENDA**

## **CALL TO ORDER**

**ROLL CALL** 

## PLEDGE OF ALLEGIANCE

## **PUBLIC HEARINGS**

1. 1987 Becker E-One Pumper Fire Engine to Casper College for exchange of property

# **CONSENT AGENDA**

#### **Minutes**

2. Council Meeting Minutes 10-25-2022

## **Town Licenses**

3. New and Renewal Business and Contractor Licenses 11-15-2022

# **Financial Approvals**

- <u>4.</u> Fire Payroll: 10-9-2022 to 10-20-2022
- 5. Fire Payroll: 10-21-2022 to 11-1-2022
- 6. Regular/Police Payroll: 10-10-2022 to 10-23-2022
- 7. Regular/Police Payroll: 10-24-2022 to 11-6-2022
- 8. Financial Breakdown 11-15-2022
- 9. Court Income Report September 2022
- 10. Court Income Oct 2022
- 11. Treasurer Report October 2022

# ORDINANCES AND RESOLUTIONS

- **12. Resolution 2022-40:** A Resolution Authorizing the City of Mills to Enter Into a Loan with First State Bank
- 13. Resolution 2022-41: A Resolution Supporting Small Business Saturday

- **14. Resolution 2022-42**: A Resolution Authorizing The Loan of Books
- 15. Resolution 2022-43: A Resolution To Approving Form of Lease With Wyoming Classical Academy

# **COUNCIL APPROVALS**

- 16. Council Approves the Mayor to Sign the Recapture Amendment for Platte View Estates Subdivision
- 17. Council Approves the Bid From Air Pro Air Cleaning for the Vehicle Exhaust Removal System in The Amount of \$76,650.00
- 18. Council Approves the Mayor to Sign the Order Confirming Assessment/Lien on 771 and 759 N 6th Ave
- 19. Council Approves the Mayor to Sign the Lien Statement on 771 and 759 N 6th Ave

# **OPEN DISCUSSION**

# **EXECUTIVE SESSION**

# **ADJOURNMENT**

**NEXT MEETING** - November 29th, 2022@7:00pm/ December 13th, 2022 @ 7:00pm

**NEXT WORK SESSION** - November 29th, 2022@ 6:00pm/ December 12th, 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.

REGULAR CITY COUNCIL MEETING October 25, 2022 7:00 PM City Hall



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 7:00pm.

#### **ROLL CALL**

## **PRESENT**

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

## PLEDGE OF ALLEGIANCE

## AWARDS AND RECOGNITIONS

1. Swearing in:

Jaxon Haitt: Fire

Dan: Fire

Thomas Prach: Police

The City Clerk did the swearing in of Jaxon Haitt and Daniel Schoenwolf for the Fire Department and Thomas Prach for the Police Department.

# **PUBLIC HEARINGS**

Mayor closed the Council Meeting at 7:06pm.

Mayor opened the Public Hearing at 7:06pm.

# 2. Grant for the WTP Finished Water Tank

Council President Ives now declared the Public Hearing opened for consideration of WTP Finished Water Tank Project. 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? The Community Development Director stated that this is a requirement from the CDBG Grant that we have a second public hearing before the award can take place. This is the second public hearing on this project. Is there anyone in the audience who wishes to speak in favor of this

item? No one talked. Ives asked again if there was anyone in the audience who wishes to speak in favor of this item. No one spoke. For a third and final time is there is anyone in the audience who wishes to speak in favor of this item. No one spoke. Ives asked if there was anyone in the audience who wishes to speak in opposition to this item. No one spoke. Ives asked is there anyone in the audience who wishes to speak in opposition to this item? No one spoke up. For a third and final time is there anyone in the audience who wishes to speak in opposition to this item. Council President Ives 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 7:09pm.

Mayor opened the Council Meeting at 7:09pm.

## **CONSENT AGENDA**

#### **Minutes**

# 3. Council Meeting Minutes 10-11-2022

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

# **City Licenses**

# 4. New and Renewal of Business and Contractor Licenses 10-25-2022

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

# **Financial Approvals**

## 5. Fire Payroll: 9-27-2022 to 10-8-2022

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

## 6. Regular/Police Payroll: 9-26-2022 to 10-9-2022

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

## 7. Financial Breakdown 10-25-2022

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

ORDINANCES AND RESOLUTIONS
None
COUNCIL APPROVALS
None
OPEN DISCUSSION
None
EXECUTIVE SESSION
None
ADJOURNMENT
Mayor adjourn the meeting at 7:10pm.
Motion made by Council Member McCarthy, Seconded by Council Member Hollander. Voting Yea: Mayor Coleman, Council President Ives, Council Member Hollander, Council Member McCarthy, Council Member Neumiller
<b>NEXT MEETING</b> - November 15th, 2022 @ 7:00pm/ November 29th, 2022 @ 7:00pm
<b>NEXT WORK SESSION</b> - November 14th, 2022 @ 9:00am/ November 15th, 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.
Mayor, Seth Coleman
City Clerk, Christine Trumbull

# Council Meeting NOVEMBER 15TH, 2022 ltem # 3.

	NEW BUSINESS LICENSES								
	BUSINESS NAME	FIRE INSPECTION	INSURANCE						
1									
2									
3									
4									
	RENEWAL BUSINESS LIC	<u>CENSES</u>							
	BUSINESS NAME	FIRE INSPECTION	INSURANCE						
1	Big Horn Tire Inc	YES	YES						
2	Buckin Brew	YES	YES						
3	Exero Well Integrity LLC	YES	YES						
4	Richard Logan Trucking Inc	YES	YES						
5	Common Cents Food Store	YES	YES						
6									
7									
8 9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21 22									
23									
24									
25									
26									
27									

# Item # 3.

# **Council Meeting OCTOBER 11th, 2022**

	NEW CONTRACTOR LIC	<u>ENSES</u>		
	BUSINESS NAME	FIRE	INSURANCE	CONTRACTOR ID
1				
2				
3				
	RENEWAL CONTRACTOR	<u>LICENSES</u>		
	BUSINESS NAME	FIRE	INSURANCE	CONTRACTOR ID
1	Davidson Mechanical Inc	N/A	YES	YES
2	Envision Electric	N/A	YES	YES
3	Haid's Plumbing & Heating Inc	YES	YES	YES
4	High Deser Trucking & Construction	N/A	YES	YES
5	Ideas Unlimitted	N/A	YES	YES
6	J & J Advanced Thermal Solutions	N/A	YES	YES
7	K & M Construction LLC	N/A	YES	YES
8	Kenny's Mobile Home Movers LLC	N/A	YES	YES
9	Kloe's Electrical Solutions LLC	N/A	YES	YES
10	Pope Construction Inc	N/A	YES	YES
11	Sheet Metal Specialties Inc	N/A	YES	YES
12				
13				
14				
15				
16				



Meeting Date: November 15th, 2022

Payroll Type: Fire Payroll

Date Range: 10-9-2022 to 10-20-2022

NET.....\$10,852.04

DEDUCTIONS......\$4434.41

Federal Taxes.....\$1117.00

Medicare.....\$205.70

Supplemental Insurance.....\$118.35

Insurance.....\$1081.91

TOTAL PAYROLL.....\$15,286.45

City Clerk, Christine Trumbull

\_\_\_\_\_



Meeting Date: November 15th, 2022

Payroll Type: Fire Payroll

Date Range: 10-21-2022 to 11-01-2022

NET.....\$9762.47

DEDUCTIONS......\$4017.12

Federal Taxes.....\$891.00

Medicare.....\$183.85

Supplemental Insurance.....\$118.35

Insurance.....\$1081.91

TOTAL PAYROLL.....\$13,3799.59

City Clerk, Christine Trumbull

\_\_\_\_\_



Meeting Date: November 15th, 2022

Payroll Type: Regular/Police Payroll

Date Range: 10-10-2022 to 10-23-2022

NET......\$73,281.80

DEDUCTIONS.....\$30,986.24

Federal Taxes......\$7942.00

Medicare.....\$1447.80

Social Security......\$5994.88

Supplemental Retirement...... \$1100.00

Supplemental Insurance......\$484.22

Child Support...... \$676.00

Insurance.....\$4086.76

TOTAL PAYROLL.....\$104,268.04

City Clerk, Christine Trumbull



Meeting Date: November 15th, 2022

Payroll Type: Regular/Police Payroll

Date Range: 10-24-2022 to 11-6-2022

NET......\$81,506.56

DEDUCTIONS......\$31,859.12

Federal Taxes.....\$8351.00

Medicare.....\$1576.12

Social Security......\$6543.68

Supplemental Retirement...... \$1100.00

Supplemental Insurance......\$690.76

Child Support...... \$76.00

Insurance.....\$4133.26

TOTAL PAYROLL.....\$113,365.68

City Clerk, Christine Trumbull



# **BILLS**

Meeting Date: November 15th, 2022

Bills

ACH......\$6,852.47

VOUCHERS......\$112,147.39

MANUAL CHECKS CITY HALL.....\$130,726.02

MANUAL CHECKS COURT.....\$1045.00

VOIDED CHECKS.....\$24,797.90



# **CHECK LIST FOR**

November 15th, 2022

# **COUNCIL MEETING**

# City Hall/Court

	30241	Void
10-7-2022	30283	Void
10-28-2022	30381-30389	Manuals
11-1-2022	30390	Transmittals
11-3-2022	30391-30399	Manuals
11-8-2022	30400-30401	Transmittals
10-11-2022	302300	Manual
11-14-2022	30402-	Vouchers
	COURT	
10-28-2022	1717-1720	Manuals

COUNCIL:	
	MAYOR:
	CITY CLERK:



# **MANUAL CHECKS**

# City Hall

# November 15th, 2022

# **COUNCIL MEETING**

10-28-2022	30381	Charter Communications	Bill	\$72.98
10-28-2022	30382	Rocky Mountain Power	Utility	\$636.92
10-28-2022	30383	Verizon Wireless	Bill	\$1649.33
10-28-2022	30384	Department of Workforce Services	Workers Comp	\$5152.82
10-28-2022	30385	HUB International	Insurance	\$61,303.71
10+-31-2022	30386	Arcadis US Inc	Bill	\$14,000.00
10-31-2022	30387	Econo Signs	Signs	\$3728.53
10-31-2022	30388	Front Range	New Fire Truck	\$25,863.00
11-1-2022	022 30389 Front Range New Fire Truc		New Fire Truck	\$2000.00
11-3-2022	30391	Casper Police Department	Asset Forfeiture	\$156.80
11-3-2022	30392	Natrona County Sheriffs Office	Asset Forfeiture	\$156.80
11-3-2022	30393	Rocky Mountain Power	Utilities	\$177.54
11-3-2022	30394	Verizon	Bill	\$138.66
11-4-2022	30395	WYDOT MVS	Plates for Brush Truck	\$5.00
11-8-2022	30396	Austin Elliott	Water Deposit Refund	\$88.55
11-8-2022	30397	Century Link	Bill	\$277.20
11-8-2022	30398	Charter Communications	Bill	\$499.95
11-8-2022	30399	Rocky Mountain Power	Utilities	\$14,818.23



TOTAL: \$130,726.02



# **MANUAL CHECKS**

# COURT

November 15th, 2022

# **COUNCIL MEETING**

10-28-2022	1717	Mark Keil	Bond Refund	\$520.00
10-28-2022	1718	Vicki Cook	Bond Refund	\$105.00
11-3-2022	1719	Chelsea Christian	Bond Refund	\$220.00
11-3-2022	1720	Victims Crime Fund	Crime Prevention	\$200.00

TOTAL: \$1045.00



# **Voided Checks**

November 15th, 2022

# **Council Meeting**

9-27-2022	30241	None	State of Wyoming Retirement	Wrong Amount	\$18,768.50
10-7-2022	30283	None	Maverik	Paid by ACH	\$6029.40

TOTAL: \$24,797.90

# COURT INCOME REPORT September 2022

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/1-9/2	\$2,315.00							\$2,315.00
Court Report	3/13/2								\$0.00
								Difference	\$2,315.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/5-9/9	\$4,815.00							\$4,083.00
Court Report	3/3-3/3		\$760.00	it was to be				The state of the s	-\$760.00
								Difference	\$3,323.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/12-9/16	\$2,325.00							\$2,325.00
Court Report	9/12-9/10			District Control of	THE PARTY.	TO POST OF	Transmitted	Alman almi	\$0.00
								Difference	\$2,325.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/19-9/23	\$6,211.00							\$6,211.00
Court Report	3/13-3/23		\$1,260.00	Name and Post of	la virte				-\$1,260.00
								Difference	\$4,951.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	9/26-9/30	\$9,115.00							\$9,115.00
Court Report	3/20-3/30	Treet to the second	\$1,600.00	The Land of the Local Division in the Local					-\$1,600.00
								Difference	\$7,515.00

Sales Activity Month Total	\$24,049.00
Proceedings Report Month Total	-\$3,620.00
Difference	\$20,429.00
Court Proceedings Check	\$24,049.00

**Division of Victim Services Checks** 

Completed by:	City Treasurer	n H	aut	nan
Approved by:	Kusti Court Clerk	Stew	vait	
Attested by:	City Clerk			
ate Council App	roved:			
ate Transferred				

# COURT INCOME REPORT October 2022

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
s Activity	10/3-10/7	\$7,129.00							\$7,129.00
t Report	10/5-10//	THE RESIDENCE OF THE PARTY OF T				ELECTION IN			\$0.00
								Difference	\$7,129.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
tivity	10/10-10/14	\$4,777.00							\$4,777.00
port	10/10-10/14		\$5,575.00	THE REAL PROPERTY.			Commence		-\$5,575.00
								Difference	\$798.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
vity	10/17-10/21	\$6,945.00							\$6,945.00
port				Man Davids			A SECTION ASSESSMENT		\$0.00
								Difference	\$6,945.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
ivity	10/24-10/28	\$6,710.00							\$6,710.00
eport	10/24 10/20		\$2,620.00					The particular of	-\$2,620.00
								Difference	\$3,591.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
ctivity	31-Oct	\$2,130.00							\$2,130.00
Report	31-000	Harry States	ALL STATE			THE PERSON NAMED IN	IN THE PARTY.	ALC: HERE	\$0.00
								Difference	\$2,130.00

Sales Activity Month Total	\$27,691.00
Proceedings Report Month Total	-\$8,195.00
Difference	\$19,496.00
Court Proceedings Check	\$27,691.00

**Division of Victim Services Checks** 

Completed by:	Olyssa Hartman
Approved by:	Kuisti Stuvart
Attested by:	City Clerk
ate Council Appr	roved:
ate Transferred:	

Account	Beginning Balance	Deposits	Interest / Distributi ons	Disbursements	Ending Balance	Interest Earned FYTD
WGIF Water 7198 (99-10230)	\$10,078.79		\$25.14		\$10,103.93	\$174.60
Transfer 5% of billing						
WGIF Sewer 7199 (99-10240) Transfer 7% of billing	\$10,063.61		\$25.10		\$10,088.71	\$138.05
WGIF Sanitation 7200 (99-10250)	\$10,077.91		\$25.13		\$10,103.04	\$172.77
Transfer 10% of billing						
WGIF Reserve 7197 (99-10260)	\$10,055.20		\$25.08		\$10,080.28	\$116.17
WGIF General Fund 7207 (99-10270)	\$10,252.24		\$25.57		\$10,277.81	\$605.37
WGIF Parks 7240 (99-10280)	\$0.54		\$0.00		\$0.54	\$1.33
WGIF Police Fund (99-10310)	\$6.65		\$0.02		\$6.67	\$16.42
WGIF DWSRF #146 Radio Read (99-10300)	\$21,180.17		\$52.82		\$21,232.99	\$155.17
WGIF Fire Dept Trust Fund (99-10290)	\$7.05		\$0.02		\$7.07	\$17.40
WGIF Sewer Tap Fund (99-10320)	\$10,112.98		\$25.22		\$10,138.20	\$261.73
WGIF Buffalo Meadows Debt Reserve Cannot touch this account	\$2.79		\$0.01		\$2.80	\$6.88
WGIF Buffalo Meadows Asset Account	\$10,138.49		\$25.28		\$10,163.77	\$324.68
Wyo Class General Fund	\$291,555.37		\$739.39		\$291,939.51	\$1,553.60
Wyo Class Police Reserve	\$8,294.34		\$21.05		\$8,305.28	\$45.17
Wyo Class Cooley Trust Reserve	\$8,783.13		\$22.27		\$8,794.69	\$46.79
Wyo Class Parks Reserve	\$674.91		\$1.71		\$675.79	\$3.56
Wyo Class Sanitation Reserve	\$60,832.32		\$154.27		\$60,912.47	\$314.65
Wyo Class Sewer Reserve	\$41,015.99		\$104.02		\$41,070.03	\$104.02
Wyo Class Sewer Tap Reserve	\$95,020.14		\$240.96		\$95,145.33	\$506.31
Wyo Class Water Reserve	\$63,255.77		\$160.42		\$63,339.12	\$326.26

RESERVES REPAY ACCOUNT DETAIL			
Account Repay Balance			
Wyo Class Gen Fund Reserve	\$291,939.51		
Wyo Class Water Reserve	\$63,339.12		
Wyo Class Sewer Reserve	\$41,120.01		
Wyo Class Sanitation Reserve \$60,986.59			
Total Repay Balance \$457,385.23			

TOTAL ACCOUNTS DETAIL		
Account Balance		
Investments Accounts Total	\$792,834.19	
FIB Sweep Account	\$500.01	
City Accounts	\$481,881.05	
Total Accounts Balance	\$1,275,215.25	

OCTOBER 2022 INVESTMENT ACCOUNTS

Wyo Class Buffalo Meadows Asset Account	\$130,274.51		\$330.39		\$130,446.16	\$694.18
Totals	\$791,682.90	\$0.00	\$2,003.87	\$0.00	\$792,834.19	\$5,585.11

City Accounts					
Account	<b>Ending Balance</b>	Interest	Account	<b>Ending Balance</b>	Interest
Jonah Operations Account	\$282,532.58		Jonah Water Deposit Account	\$103,482.78	
Jonah Police Account	\$19,869.49		Jonah Municipal Account	\$55,787.20	
Jonah Court Bond Account	\$20,209.00				

Item # 11.



# **October 2022 Account Balances**

Operations Account	\$282,532.58
Water Deposit	\$103,482.78
Municipal Court	\$55,787.20
Court Bond	\$20,209.00
Police	\$19,869.49
FIB Sweep	\$500.01
WFIG Water Reserve	\$10,103.93
WGIF Sewer Reserve	\$10,088.71
WGIF Sanitation Reserve	\$10,103.04
WGIF General Fund Reserve	\$10,277.81
WGIF Reserve	\$10,080.28
WGIF Sewer Tap Reserve	\$10,138.20
WGIF Police Reserve	\$6.67
WGIF Parks Reserve	\$.54
WGIF FD Trust Fund	\$7.07
WGIF Radio Read Fund	\$21,232.99
WGIF Buffalo Meadows Asset Account	\$10,163.77
WGIF Buffalo Meadows Debt Reserve	\$2.80
Wyo Class General Fund Reserve	\$292,294.76
Wyo Class Police Reserve	\$8,315.39
Wyo Class Cooley Trust Reserve	\$8,805.40
Wyo Class Parks Reserve	\$676.62
Wyo Class Sanitation Reserve	\$60,986.59
Wyo Class Sewer Reserve	\$41,120.01
Wyo Class Sewer Tap Reserve	\$95,145.33
Wyo Class Water Reserve	\$63,339.12
Wyo Class Buffalo Meadows Asset Acct	\$130,446.16
Totals	\$1,275,215.25

# Equity Line of Credit Balance - \$233,261.66



City Treasurer, Alyssa Hartmann

# A RESOLUTION AUTHORIZING THE CITY OF MILLS TO ENTER INTO A LOAN WITH FIRST STATE BANK

**WHEREAS,** the City of Mills, Wyoming owns a building in the City of Mills that was formerly used by Natrona Count School District No. 1 as Mills Elementary School; and

**WHEREAS,** Wyoming Classical Academy has been approved as a charter school and will be operating a school on that location, the same being 420 Second Street, Mills, Wyoming 82604, and

**WHEREAS**, the building has not been occupied for a period of years and is in need of some repairs, and

**WHEREAS**, Wyoming Classical Academy has obligated itself under a Memorandum of Understanding to be responsible for the repairs and shall further agree to the same under the lease to be entered into between the City and Wyoming Classical Academy; and

**WHEREAS**, the City is willing to undertake to obtain a loan from First State Bank in order to fund the repairs up to the amount of \$200,000.00, with said amount to be repaid under the terms of the Memorandum of Understanding and the Lease to the City of Mills; and

**WHEREAS**, the terms of the loan shall be for eighteen months, with the payment date to be timed form that point at which the first draws of the loan amount are acquired by Mills, and

**WHEREAS**, the terms of the loan otherwise shall reflect the following:

BORROWER:	City of Mills, Wy
GUARANTOR:	None.
LOAN PURPOSE:	Repairs to school building to be leased to Charter School
LOAN AMOUNT:	\$200,000 (up to, but not beyond)
RATE OPTIONS:	Rate Options:  1) Prime minus .50%, floating. Prime is currently 6.25%, so initial rate at 5.75%Check if chosen  2) Fixed at 6.65% for 18 monthsCheck if chose

REPAYMENT:	Payment Options:  1) Principal and Interest due chosen  2) Interest paid monthly and MaturityCheck	Principal at	Check if
LOAN TERM:	18 months		
COLLATERAL:	Unsecured		
LOAN FEES:	\$295 documentation fee		
repair of a structure education facility, which was now THE City, through the M	S, entering in to the loan benefits e that it owns and by facilitating which it has been lacking for a number REFORE, The City Council of the Mayor and such officers as are on through First State Bank, with the	g the return to the mber of years. he City of Mills her therwise necessary	city of a primary reby authorizes the , to enter into the
PASSED, APPRO	VED AND ADOPTED THIS_	day of N	November, 2022.
Mayor, Seth Colem	an		
Councilman, Sara M	McCarthy	Councilman, I	Darla R. Ives
Councilman, James	Hollander	Councilman, B	rad Neumiller
ATTEST:			
City Clerk, Christin	ne Trumbull		

# **CERTIFICATE**

I, Christine Trumbull, City Clerk, hereby cert	tify that the foregoing Resolution was adopted
by the City of Mills at a public meeting held	on November 15, 2022, and that the meeting
<i>C</i> <b>3</b>	esolution has been duly entered in the record
of the City of Mills.	
	City Clerk, Christine Trumbull
	City Cicik, Christine Hullibull

## A RESOLUTION SUPPORTING SMALL BUSINESS SATURDAY

- WHEREAS, Women Impacting Public Policy and the Small Business Coalition have approved the City of Mills and asked for Mayoral support for Small Business Saturday, which shall occur on November 26, 2022; and
- **WHEREAS**, the City of Mills contains many small businesses which the City has always endeavored to support and foster.
- **WHEREAS**, The United States Small Business Administration indicates there are 30.7 million small businesses in the United States, representing 99.7% of all firms with paid employees in the United States; and
- **WHEREAS**, small businesses employ 47.3% of the employees in the private sector in the United States, and
- **WHEREAS**, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and
- **WHEREAS**, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and
- **WHEREAS**, 73% of consumers who reportedly Shopped Small at independentlyowned retailers and restaurants on Small Business Saturday did so with friends or family; and
- **WHEREAS**, the most reported reason for consumers aware of the day to shop and dine at small, independently owned businesses was to support their community (64%); and
- **WHEREAS**, Mills Wyoming supports our local businesses that create jobs, boost our local economy and preserve our communities; and
- **WHEREAS**, advocacy groups as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.
- **NOW, THEREFORE**, the Mills City Council endorses and directs the Mayor of the City of Mills, Wyoming, to hereby proclaim, November 26, 2022, as Small Business Saturday And urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year

PASSED, APPROVED AND A 2022.	DOPTED THIS day of November,
Mayor, Seth Coleman	
Councilman, Sara McCarthy	Councilman, Darla R. Ives
Councilman, James Hollander	Councilman, Brad Neumiller
ATTEST:	
City Clerk, Christine Trumbull	
	<u>RTIFICATE</u>
by the City of Mills at a public meeting he	certify that the foregoing Resolution was adopted eld on November 15 <sup>th</sup> , 2022, and that the meeting id Resolution has been duly entered in the record
	City Clerk, Christine Trumbull

# A RESOLUTION AUTHORIZING THE LOAN OF BOOKS

**WHEREAS,** the City of Mills, Wyoming at one time maintained a municipal library which his now presently closed with there being no anticipation that it shall be reopened; and

**WHEREAS**, the books in the Mills Library were in some instances donated, and in some instances otherwise acquired, with the intent that they be made available and read during its lifecycle; and

**WHEREAS**, a charter school is being opened in the City of Mills, the same being Wyoming Classical Academy, with it being anticipated that Wyoming Classical Academy shall have a library.

**WHEREAS**, it is anticipated that the school shall have need of library books and that the books of the City of Mills' library can be put to their anticipated use.

**NOW, THEREFORE**, be it hereby resolved that the Mayor is authorized to provide as a loan to Wyoming Classical Academy such books from the Mills Library as it may desire and find useful, and use the same as library books

PASSED, APPROVED AND ADOPTED THIS	day of November, 2022.
Mayor, Seth Coleman	
Court il tour Court McCourt or	Courtillous Dada D. Lore
Councilman, Sara McCarthy	Councilman, Darla R. Ives
Councilman, James Hollander	Councilman, Brad Neumiller

ATTEST:	
City Clerk Christine Trumbull	
CERTIFICATE  I. Christina Translavill, Cita Challa handan artifacth at the formation Paralletine	
I, Christine Trumbull, City Clerk, hereby certify that the foregoing Resolution by the City of Mills at a public meeting held on November 15, 2022, and that was held accordingly to law; and that said Resolution has been duly entered of the City of Mills.	it the meeting
City Clerk, Christine Trumbull	

# A RESOLUTION TO APPROVING FORM OF LEASE WITH WYOMING CLASSICAL ACADEMY

WHEREAS, the City of Mills entered into a Memorandum of Understanding with Wyoming Classical Academy which contemplated and required Wyoming Classical Academy to enter into a lease with the City of Mills for the Mills Elementary School along those terms and conditions set forth in the Memorandum of Understanding; and

WHEREAS, Wyoming Classical Academy has presented to the City of Mills a lease and the City of Mills has revised the same such that the draft form of lease substantially complies with the terms and conditions of the Memorandum of Understanding.

**NOW, THEREFORE**, be it hereby resolved that the Mayor is authorized to enter into a lease with Wyoming Classical Academy for the lease of the Mills Elementary School such as that which has current been reviewed by both parties or one which is based upon said lease and substantially identical to the same in the opinion of the City Attorney.

PASSED, APPROVED AND ADOPTED THIS_	day of November, 2022.
Mayor, Seth Coleman	
Councilman, Sara McCarthy	Councilman, Darla R. Ives
Councilman, James Hollander	Councilman, Brad Neumiller

ATTEST:	
City Clerk, Christine Trumbull	_
,	
	CERTIFICATE
by the City of Mills at a public meet	reby certify that the foregoing Resolution was adopted ing held on November 15, 2022, and that the meeting at said Resolution has been duly entered in the record
	City Clerk Christine Trumbull

# TOWN OF MILLS/PLATTE VIEW DEVELOPMENT, LLC AMENDMENT REGARDING RECAPTURE TO SUBDIVISION AGREEMENT

liability company, hereinafter designated as "Owner", 421 South Center Street, Suite 101, Casper, Wyoming 82601, and FT Investments, LLC, a Wyoming limited liability company, hereinafter designated as "FT", P.O. Box 2671, Casper, Wyoming 82602, to that certain Subdivision Agreement dated May 9, 2019, and recorded in the office of the Natrona County Clerk on May 16, 2019, as THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming 82644, hereinafter designated as "Town", Platte View Development, LLC, a Wyoming limited Instrument No. 1063681.

WHEREAS, Owner and FT have agreed to amend the recapture amounts due to FT under the Subdivision Agreement as it relates to new developments; and

WHEREAS, the Town is agreeable to said amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1.73 is hereby amended as follows:

FT Investments, LLC hereby waives any recapture obligations as to the entire Mountain Meadows Plat recorded in the office of the Natrona County Clerk on June 1, 2022, as Instrument No. 1125075. Owner and FT agree that the amount due for recapture payments as of the date hereof is amended to be \$140,000.00, of which \$110,000.00 is payable to FT and \$30,000.00 is payable to Owner. Interest on the recapture amounts shall at the rate of three percent (3%) per annum beginning June Any prior interest amounts owed shall be deemed merged into the new Recapture Balance of \$140,000.00. 2. All other terms and conditions of paragraph 1.73 and the Subdivision Agreement not amended hereby shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

APPROVED AS TO FORM:

TOWN OF MILLS, WYOMING a Municipal Corporation

PLATTE VIEW DEVELOPMENT, LLC

Name/Title

ATTEST:

A. Burridge, Manager

Mills Town Clerk

FT INVESTMENTS, LLC

Mbr Gary L. Fergusøn, Member Keith P. Tyler, Member

STATE OF WYOMING ) s.s. COUNTY OF NATRONA )
The foregoing instrument was acknowledged before me by, Mayor, Town of Mills, this day of, 2022.
Witness my hand and official seal.
[SEAL]
Notary Public
My Commission expires:
STATE OF WYOMING ) ) s.s. COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Lisa A. Manager, the Manager of Platte View Development, LLC, this 104h day of

Witness my hand and official seal.



34

Notary Public

My Commission expires: May 7, 2024

) s.s. COUNTY OF NATRONA STATE OF WYOMING

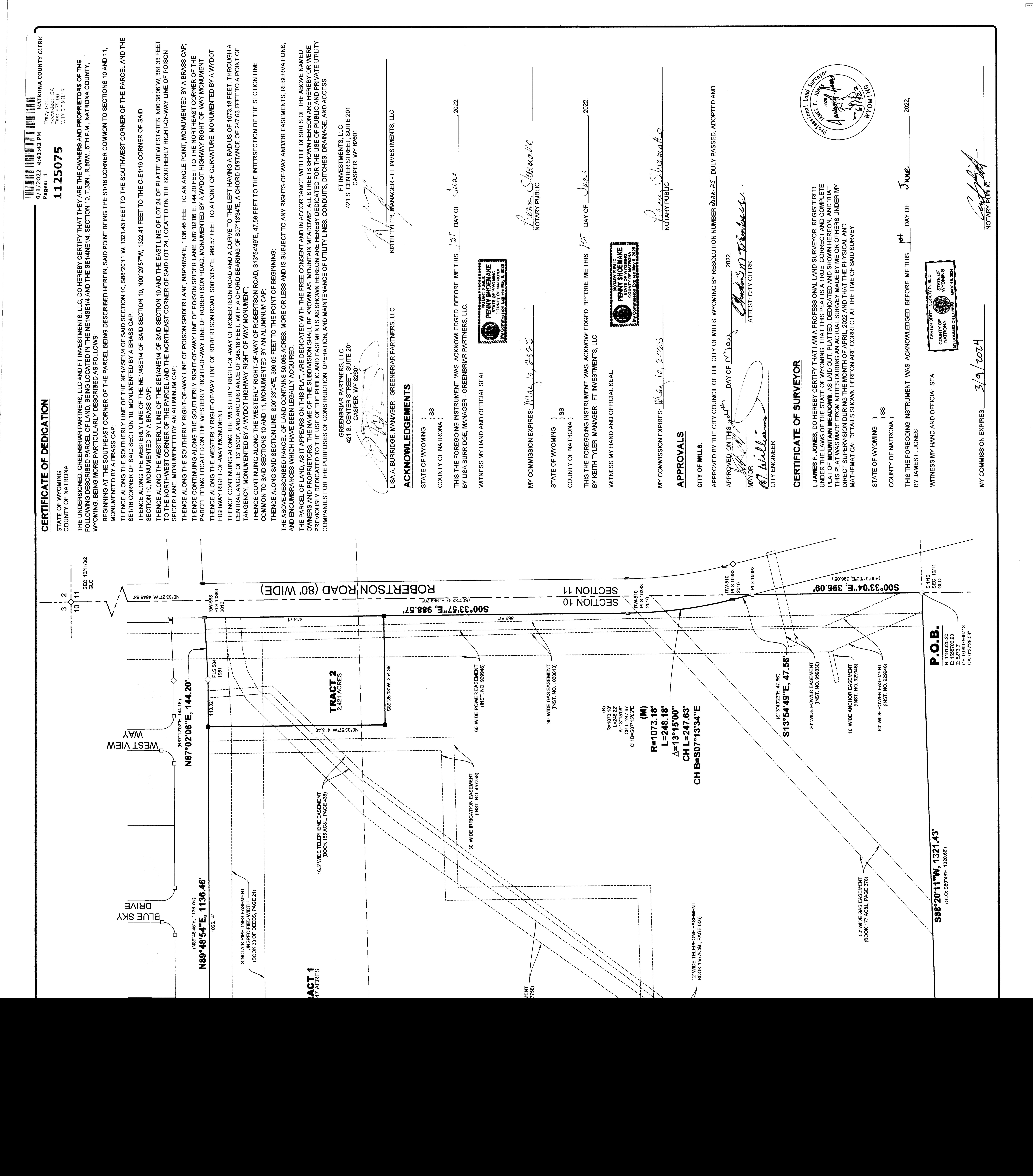
The foregoing instrument was acknowledged before me by Keith P. Tyler and Gary L. Ferguson, the Members of FT Investments, LLC, this 104h day of 110m., 2022.

Witness my hand and official seal.

GEORGIA GLENN - NOTARY PUBLIC
County of State of
Natrona Wyoming
My Commission Expires May 7, 2024 [SEAL]

Notary Public

May 7. 2024 My Commission expires:



# TOWN OF MILLS / PLATTE VIEW DEVELOPMENT, LLC SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this day of May 2019, by and between the Town of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "Town", and, Platte View Development, LLC, at 421 South Center Street, Suite 101, Casper, Wyoming 82601 hereafter designated as "Owner".

# WITNESSETH

WHEREAS, Owner platted approximately 52.2 acres of land known as Platte View Estates, located in t in and being a portion of the S1/2NE1/4, Section 10, Township 33 North, Range 80 West, 6th Principal Meridian, Natrona County, Wyoming.; and

WHEREAS, a plat of said Platte View Estates has been prepared by the Owner and approved by the Town of Mills, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement;

WHEREAS, the final plat has been submitted in accordance with Town requirements, which dedicates roadway rights-of-way to the Town as public rights-of-way which is designated Exhibit "A" and is hereby made a part of this agreement; and

WHEREAS, a copy of said site plan as detailed on Exhibit "A" dated OC+ 24 2013, titled PLATTE VIEW ESTATES - AN ADDITION TO THE TOWN OF MILLS which is to this Subdivision Agreement as is Ordinance No. 720 is attached hereto as Exhibit "B", and is hereby incorporated by reference at this point as if fully set forth; and

NOW, THEREFORE, the parties hereto agree as follows:

#### I. **EXPLICIT CONDITIONS**

Upon demand of the Town Council, the Owner, its heirs, successors or assigns, at their sole cost and expense, shall do or cause to be done the following:

#### 1.1 Surveying:

- Set all subdivision corners and 1/16th corners with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making survey and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction.
- B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall, at minimum, be marked by 1/2" by 18" rebar with a 2" aluminum cap driven flush with the ground surface. Points of intersection (PI's) and points



of return (POR's) of all blocks and the PT's and PC's of all curves shall be witnessed by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Town upon completion of the construction.

- C. A record of all elevation data for the Addition and 1/16th corners shall be submitted to the Town prior to the issuance of any building permit.
- D. A digital copy of the final subdivision plat shall be provided to the Town and Natrona County per Natrona County GIS submittal requirements.

# 1.2 Construction Sequence:

- A. Main water lines, sewer lines, storm sewers, and roadways shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the trenches thereof properly backfilled and compacted in accordance with Town requirements. The Owner shall receive the approval from the Public Works Director, Town Engineer or designated authority for any and all phases of construction. The construction shall be completed in accordance with Town approved plans.
- B. Owner shall provide, through his/her engineer, all completion documents concerning the subdivision construction, including but not limited to: asconstructed drawings; Certificates of Completion, and completed "punch list" items as accepted by the Public Works Director and Town Engineer, prior to issuance of Certificate of Occupancy for any building in the Addition.

# 1.3 Certification of Construction; Repair Obligations:

- A. All improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- B. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the Town Engineer, the Town shall accept the construction thereof in writing and thereafter maintain said

streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, the Town may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the Town does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the Town.

C. Streets, accesses, ditches and culverts shall be constructed in accordance with the Town of Mills Subdivision Standards, 1993 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Town Engineer. The Owner or its assignees shall maintain adjacent ditches and culverts and shall replace any ditch, culvert or access that was damaged during construction. The Owner shall so advise its purchasers of the obligation of maintenance.

#### 1.4 Construction of Streets:

- A. Meadow Wind Way, Blue Sky Drive and West View Way (all 50-foot ROWs) and Poison Spider Lane (80-foot ROW) will be classified as local streets with a 26-foot paving width with a minimum paving section of four inches' thick asphalt over a six-inch-thick base. Owner shall have the pavement section designed by a licensed professional engineer based on the existing soil types and the proposed traffic loading. The pavement section design shall be provided to the Town for review and approval prior to construction.
- B. Owner shall have water and sewer improvements designed and certified by a professional engineer and submit the design to the Town of Mills and Wyoming Department of Environmental Quality (WDEQ) for approval prior to submitting them to Mills. Owner shall install, at a minimum, 8-inch water lines and 8-inch gravity sewer lines, in accordance with the approved plans. The Owner shall also prepare and submit, to the Town and the WDEQ, water and sewer capacity studies to determine the minimum pipe size required to meet the demands of the development.
- C. The Owner shall certify that the roadways, water and sewer mains, hydrants, and all appurtenances dedicated to the public have been constructed in accordance with all Town Ordinances and this Agreement. Owner shall maintain the same for a period of 18 months from the date of certificate for any improvements at which time the Town shall accept the construction thereof, in writing, and thereafter maintain said roadways and water and sewer facilities dedicated to the public.
- D. Single access from the street to lots shall be no more than 20-foot wide. A double access (two access points in separate locations) is allowed for lots over .5 acres. Access widths for lots with double access shall be no more than 14- feet. Double access points shall have 50-feet or more of separation between them.

E. Roadways shall be constructed in accordance with the specifications set forth in the Town of Mills Subdivision Regulations.

# 1.5 Drainage:

- A. The Owner shall provide to the Town a complete grading plan along with a computation of runoff and how the Owner proposes to control said runoff. The plans shall be submitted to the Town and approved by the Town Engineer prior to the issuance of building permits. In addition, the Owner shall provide the Town with copies of a Stormwater Pollution Prevention Plan.
- B. Before commencing any earthwork, the Owner shall submit, and have approved by the Town Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area.

# 1.6 Storm Sewer Requirements:

- A. All storm sewer improvements shall be designed and installed to the design criteria established by the Town, subject to the following:
  - i. drainage shall be allowed by way of open drainage swales and culverts installed under all driveways and crossings. All culverts shall be a minimum 18" in diameter and all pipe shall be galvanized CMP with flared ends.
  - ii. a detention basin for drainage from the adjoining areas, including the Platte View development, shall be established on Tract A.
- B. All public storm sewers and detention basins, as shown on plans and specifications and specified herein, shall be installed in accordance with the design and construction requirements established by the Town.
- C. The Owner shall certify, in writing, that the storm sewer system, including detention basin, has been constructed in accordance with the specifications of the Town. The Owner shall maintain the storm sewer system until it has been accepted by the Town, in writing, not to exceed 18 months after the date of the certificate of compliance, at which time Tract A shall be conveyed to the Town.

## 1.7 Water and Sewer:

A. Curb boxes shall be placed at the front of the general utility easement in front of each lot and the Owner shall protect, during the subsequent course of developing the subdivision, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement of such that are damaged or destroyed, to the satisfaction of the Town. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the Town may do so and charge

the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade at the time the paving work is completed in the Addition.

- B. All public water lines, mains, sanitary sewer lines, and manholes as shown on the plans and specifications approved by WDEQ and specified herein, shall be installed in accordance with the design and construction requirements established by the Town.
- C. The Owner shall construct the necessary water lines up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Town.
- D. The Owner, at its cost, shall install water service lines in accordance with Town specifications, through the 15-foot easement at the front of lots in the subdivision.
- E. The Owner shall construct the necessary sewer lines to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Town.
- F. The Owner, at its own cost, shall install sewer service lines, in accordance with the Town's specifications, through the 15-foot easement at the front of lots in the subdivision.
- G. The Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the Town's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade and install concrete diamonds around the manholes. The Owner agrees to protect and save the Town harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said subdivision by the Owner, and said obligation shall continue until the sewer line and the system within the subdivision is accepted by the Town's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said subdivision.
- H. The Owner agrees to abide by the rules and regulations of the Town regarding the use of its water and sewer facilities, all relevant ordinances of the Town of Mills relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40 CFR, Part 403) and all Town ordinances relating to industrial pretreatment.

- 1.7.1 Special Provisions Regarding Sanitary Sewer. The Platte View Estates sanitary sewer services are to be provided by way of two lift stations, one of which is the River Park Lift Station located adjacent to the North Platte River in the River Park Subdivision, an addition to the City of Casper. The River Park lift station is owned and operated by the City of Casper. Subject to installation of a backup generator, the capacity of the River Park Lift Station, based on a five year build out, has been determined to be adequate to allow for development of the Platte View Estates project and certain limited additional development in the areas west of Robertson Road and South of Poison Spider Road. The Owner of Platte View Estates agrees to pay for the backup generator costs for the River Park Lift Station that are mandated as part of the DEQ approval process for the Platte View Estates project.
- 1.7.2 Future improvements to the River Park Lift Station will be required for the 20 year build out projected for the area shown in Exhibit C. The owners and developers of the area shall work with the Town of Mills and City of Casper to establish a funding mechanism to help fund required improvements as those new developments are proposed and built out.
- 1.7.3 In addition to the improvements discussed above, the Platte View Estates project must install a lift station and injection lines that will service Platte View Estates and areas west of Robertson Road, as shown in Exhibit C. To fund the lift station and injection line improvements and the generator improvements at the River Park Lift Station, a recapture agreement has been negotiated between the developer, FT Investments, LLC and the Town of Mills that will provide funding for those improvements and right of recapture to FT Investments, LLC and Developer until they have received full reimbursement together with interest at 8% per annum. The total cost of the Platte View lift station, injection line and River Park generator is calculated to be \$430,898.00 as Shown in Exhibit D. The first \$400,000.00 plus interest on recapture payments shall be paid to FT Investments, LLC. After FT Investments, LLC has been paid in full, with interest, the next \$30,898.00 plus interest of Recapture Payments shall be paid to Developer. Those Recapture Fees are to be assessed at the rate of \$5,000.00 per lot for every residential lot proposed to be developed within Platte View Estates, and for each lot in any future residential developments, and \$5,000.00 per acre for any future commercial or industrial developments within the area shown on Exhibit C that connect to the new Platte View Lift Station or the injection line. The Recapture Fees are in addition to any tap fees charged by the Town. For the Platte View Estates project, the Recapture Fee shall be due and payable directly to FT Investments, LLC by Platte View Development, LLC, or any successor, at the earlier of a lot closing or issuance of a building permit for each lot in Platte View Estates. For all future developments in the area, the project and its owners shall be obligated to pay the Recapture Fees to FT Investments, LLC, or Developer if FT

Investments, LLC has been repaid in full, at the rates described above, at the earlier of a plat approval or issuance of a building permit.

## 1.8 Easements:

Fifteen-foot-wide utility easements shall be required along each front lot line, along with any approved access/drainage/utility easements as shown on Exhibit "A."

#### 1.9 Street and Traffic Signs and Controls:

Street signs shall have a green background and white letters and be erected in accordance with Section 2D-38 of the Manual of Uniform Traffic Control Devices for Streets and Highways. Owner shall be responsible for furnishing and installing all street and traffic signs and controls as determined by the Town to be necessary.

# 1.10 Underground Utilities and Street Lights:

All new utilities shall be placed underground. The Owner shall work with Rocky Mountain Power to install 100-watt light-emitting diode LED street lights on metal poles at the locations determined by the Town. Upon acceptance of the work, the Town will pay the monthly charges to Rocky Mountain Power for the lights.

#### 1.11 Soils Analysis:

The Owner shall provide the Town Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot at the sole discretion of the Building Inspector and Code Enforcement. Test results, soil analysis and foundation designs shall be submitted to the Building Inspector and Code Enforcement, or their designee, for approval. Approval of the construction plans is required before a building permit will be issued.

# 1.12 Grading, Drainage and Soils Erosion:

Owner will provide a drainage plan, grading plan and soils erosion control plan to the Town prior to any grading on the site.

#### 1.13 Issuance of Building Permits:

The Town shall issue building permits at such point in time as underground utilities are in place and a road base is placed at grade and approved by the Town. Owner shall have the top of the foundation footings surveyed and set at the appropriate height above the to-be-established level of the back of walk if a walk is not in place.

# 1.14 Issuance of Occupancy Permits:

A. Prior to the issuance of occupancy permits by the Town, the Owner shall do the following:

- B. Substantial completion of all improvements as spelled out in lines 1.1 through 1.10.
- 1.15 Compliance with Town Codes and Ordinances:

The Owner shall comply with all applicable Town codes and ordinances.

## 1.16 Surety Required:

The Owner shall provide financial surety for construction and for the warranty period as described below.

#### A. Performance Bond.

- i. The Owner or Owner's contractor may post a performance bond, at the time of application for final subdivision approval by the Governing Body, in an amount estimated by the Town Engineer as sufficient to secure to the Town the satisfactory construction, installation, and dedications of the uncompleted portion of required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required in these regulations.
- ii. Such performance bond shall comply with all statutory requirements and shall be satisfactory to the Town Attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the Governing Body in the resolution approving the final subdivision plat and shall be incorporated in the bond and shall not in any event exceed two years from date of final approval.
- iii. Such bond shall be approved by the Town Council as to amount and surety and conditions satisfactory to the Governing Body. The Governing Body may, upon proof of difficulty, extend the completion date set forth in such bond for a maximum period of one additional year. The Governing Body may at any time during the period of such bond, accept a substitution of principal or sureties on the bond upon recommendation of the Town Attorney and Town Engineer.
- B. Temporary Improvement. The Owner shall build and pay for all costs of temporary improvements required by the Governing Body and shall maintain same for the period specified by the Governing Body. Prior to construction of any temporary facility or improvement, the developer shall file with the Governing Body a separate suitable bond for temporary facilities, which bond shall ensure that the temporary facilities will be properly constructed, maintained, and removed.
- C. Irrevocable Letter of Credit. Subject to the approval of the Governing Body, the subdivider shall provide an irrevocable letter of credit from the bank or

other reputable institution or individual. This letter shall be deposited with the Governing Body and shall certify the following:

- i. That the creditor guarantees funds in amount equal to the cost, as estimated by the Town Engineer and approved by the Governing Body, of completing all required improvements.
- ii. That if the Owner fails to complete the specified improvements within the required period, the creditor will pay to the Town of Mills immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
- iii. That this irrevocable letter of credit may not be withdrawn or reduced in amount until released by the Governing Body.
- D. A project may be constructed without financial security as otherwise required herein provided that the Owner/Subdivider submits to the Town, a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed.
- E. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the Owner/Subdivider shall provide a written affidavit to the Town stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the Town and the warranty period has begun. No permits will be issued by the Town for construction of foundations in the development until a letter of completion is issued by the Town and the warranty period has begun. Prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as stated above in an amount that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the Town Council; or (2) a bonded agreement between the Owner and the contractor.

# II. OBLIGATIONS OF THE TOWN:

- 2.1 The Town will assume the obligation as to the maintenance and repair of all streets within said subdivision upon compliance with the terms of this agreement and acceptance of the same in writing by the Town.
- 2.2 The Town shall provide all Town services that are available to all incorporated additions to the Town.

- 2.3 The Town shall furnish water and sewer service to said addition under such terms and upon such conditions as have been agreed upon by the parties.
- 2.4 The Town will assume the obligation as to the maintenance and repair of all water and sewer mains, and fire hydrants within said subdivision upon compliance with the terms of this agreement.
- 2.5 The town shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this agreement and upon performance by the Owner and Applicant of the conditions set forth above.

# II. REMEDIES

In the event the Owner and Applicant fail to do, or fail to cause to be done, any of the requirements set forth in this contract the Town may at its option, do any or all of the following:

- A. Refuse to issue a building permit or Certificate of Occupancy to the Owner and Applicant, its successors, or assigns in interest.
- B. After written notice to Owner and Applicant of those items which have not been completed or properly completed, and upon failure to cure the same by Owner and Applicant within a reasonable period of time, the Town may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the Town elects to complete said improvements or contracts with the third party to do so, the Owner and Applicant agree to pay any and all costs resulting therefrom upon demand by the Town.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the Town may otherwise have a law or in equity and are not a limitation on the same. The Owner and Applicant further agree to pay all the Town's reasonable attorney's fees, court costs, and litigation costs in the event the Town is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

# III. CERTIFICATION OF AUTHORITY

Lisa Burridge, Manager of Platte View Development, LLC, Applicant, the undersigned, hereby state and certify that she has full authority to bind and obligate said Owner and Applicant to each and every term and provision of this agreement.

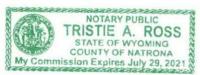
# IV. MISCELLANEOUS AGREEMENTS:

A. This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.

- B. The Town does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statute Section 1-39-101, et seq. The Town specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- C. Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

	IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year
	first written above.
	APPROVED AS TO FORM:
	TOWN OF MILLS, WYOMING
	A Municipal Corporation
	SAF m
	Seth Coleman, Lisa Burridge,
	Mayor Manager, Platte View Development, LLC.
/	APTEST:
	Gusten Trancus
	Christine Trumbull, Mills Town Clerk
	ACKNOWLEDGEMENT
	STATE OF WYOMING )
	) ss.
	COUNTY OF NATRONA )
	The foregoing instrument was acknowledged before me by Seth Coleman, Mayor, Town
	of Mills, this _qth _day of _May, 2019.
	WITNESS my hand and official seal.
	NOTARY PUBLIC CONCERN MACLA
	CHRISTINA MacRAE STATE OF WYOMING COUNTY OF NATRONA Notary Public
	Why commission Expires may 01, 2021
	My Commission Expires: 5-1-21
	STATE OF WYOMING )
	) ss.
	COUNTY OF NATRONA )

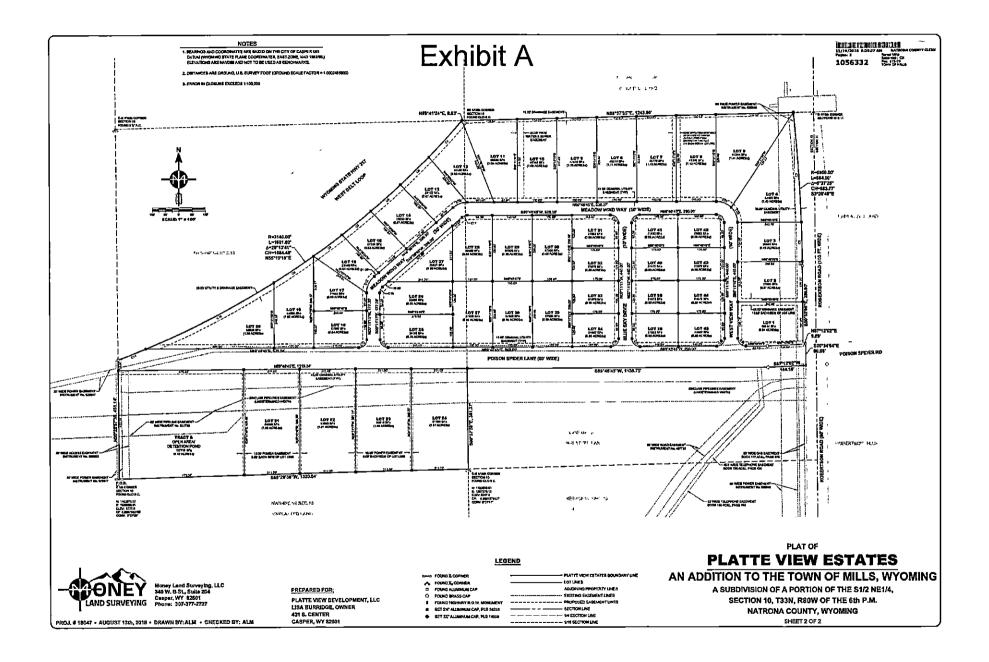
WITNESS my hand and official seal.



Notary Public

My Commission Expires: Jol





# RIVER PARK LIFT STATION GENERATOR

		~~~~	D D - D ZZ CZZZZZD - MOD MOD AZ	_	65 600 00
GAS HOOKUP-Estimated	LS			\$	2,500.00
CASPER ELECTRIC GENERATOR	LS			\$	63,198.00

RIVER PARK GENERATOR TOTAL \$ 65,698.00

#### SANITARY LIFT STATION

Description	Unit	Quantity	Unit Price		Extended Cost	
GORMAN RUPP LIFT STATION	LS	1	\$	250,000.00	\$	250,000.00
6" HDPE FORCE MAIN	LF	3200	\$	16.00	\$	51,200.00
FORCE MAIN CLEANOUTS	EA	7	\$	2,000.00	\$	14,000.00
6" FORCE MAIN BORE	LF	200	\$	65.00	\$	13,000.00
	<u> </u>		CONSTRU	ICTION TOTAL	\$	328,200.00
DESIGN ENGINEERING	LS				\$	19,500.00
CONSTRUCTION ENGINEERING	LS				\$	17,500.00

SANITARY LIFT STATION TOTAL \$ 365,200.00

RP GENERATOR AND PVE LIFT STATION TOTAL \$ 430,898.00

# BEFORE THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING

ASSESSMENT AGAINST MARC B. ALDEN PERSONALLY	)	
AND AGAINST REAL PROPERTY	)	
COMMONLY KNOWN AS	)	
771 and 759 N. 6 <sup>TH</sup> AVENUE; LEGAL DESCRIPTION	)	
LOT 2, BLOCK 63, MOUNTAIN VIEW SUBURB	)	
NATRONA COUNTY, WYOMING	)	

ORDER CONFIRMING ASSESSMENT/LIEN AGAINST: MARC B. ALDEN AND/OR 771 and 759 N. 6<sup>TH</sup> AVENUE, LEGALLY DESCRIBED AS LOT 2, BLOCK 63, MOUNTAIN VIEW SUBURB, NATRONA COUNTY, WYOMING

**THIS MATTER**, came before the hearing body, the City of Mills City Council, pursuant to Ord. 905.3 on the matter involving the demolition of the dangerous buildings located at the above address, Council FINDS:

- 1. A hearing was held on September 27, 2022 at 7:00 a.m. to review and pass upon the costs incurred pursuant actions under Chapter 8.30 of the City of Mills Municipal Code.
- 2. Prior to said hearing, Marc B. Alden and all lien holders were provided proper notice of all proceedings related to the real property pursuant to Chapter 8.30 of the City of Mills Ordinances.
- 3. Pursuant to those actions, the City of Mills incurred costs to mitigate the dangerous conditions of said real property which were reflected on the Invoice dated September 2, 2022 to Marc B. Alden for the total amount of Seventeen Thousand Six Hundred Six Dollars and Seventy-Two Cents (\$17,606.72). A true and correct copy of the Invoice is attached and incorporated hereto as Exhibit 1.
- 4. Marc B. Alden appeared at such hearing but did not contest the costs appearing in said Invoice
- 5. The City Council did find said costs were reasonable and confirmed the above referenced charges.
- 6. The City Council has ordered for said costs to be assessed against Marc Alden personally and/or as a lien to be filed against the above-described real property.
  - 7. Marc B. Alden has failed to remit said costs to the City of Mills.

Item # 18.

THAT IS HEREBY ORDERED, the amount of Seventeen Thousand Six Hundred Six Dollars and Seventy-Two Cents (\$17,606.72) is hereby assessed against Marc B. Alden personally and/or against the real property located described below, within the City of Mills, Natrona County, Wyoming:

LOT 2, BLOCK 63, MOUNTAIN VIEW SUBURB, NATRONA COUNTY, WYOMING

DATED this \_\_\_\_ day of November, 2022.

PRESIDING COUNCILMAN CITY OF MILLS, WYOMING

# THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING

LIEN STATEMENT PURSUANT TO WYO. STAT. §29-10-104 AGAINST MARC B. ALDEN AND/OR LOT 1, BLK 63, MOUNTAIN VIEW SUBURB, NATRONA COUNTY, COMMONLY KNOWN 771 AND 759 N. 6TH AVENUE, MILLS, NATRONA COUNTY, WYOMING

PURSUANT to the provisions of Wyo. Stat. 29-1-312, relating to lien statements, the undersigned hereby files this lien statement and swears as follows:

- 1. It having come before the hearing body, the City of Mills City Council, having confirmed an assessment/lien against record owner MARC B. ALDEN and/or LOT 1, BLK 63, MOUNTAIN VIEW SUBURB, NATRONA COUNTY, WYOMING by the City of Mills at the hearing on September 27, 2022, involving the demolition of the dangerous building located at the above address, Council states as follows:
  - a. The City of Mills (hereinafter referred to as "Lien Claimant"), 704 4th Street, Mills, Wyoming 82604, by an Order Confirming Assessment/Lien Against: Marc B. Alden and/or 771 and 759 N. 6th Avenue, Legally Described as Mountain View Blk 63, Lot 1, Natrona County, Wyoming pursuant to Ord. 8.30 et seq is entitled to file a lien against said real property and/or its record owner and to the foreclosure of the same. A true and correct copy of said Order is attached and incorporated hereto as Exhibit 1.
  - b. Specifically, Ord. 8.30.905.3 <u>Lien upon the property</u> provides in pertinent part: If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded as a lien on the property. The line shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.
- 2. A full and complete copy of the applicable Ordinances may be found at City of Mills, Town Hall, 704 4<sup>th</sup> Street, Mills, Wyoming.
- 3. Pursuant to Ord. 8.30 *et seq* the Lien Claimant incurred Seventeen Thousand Six Hundred Six Dollars and Seventy-Two Cents (\$17,606.72) chargeable against the real property/the owner of said real property. The work performed is itemized as follows:

On or about 09/02/2022: Demolition	\$13520.00
performed by Robinson Contracting, Inc.	
On or about 09/02/2022: Dump costs by	\$3394.72
Robinson Contracting, Inc.	
04/15/2021 through 2022/03/07:	\$692.00
Attorney fees	
Total	\$17606.72

4. The above work was performed at or on the above dates and at or in relation to the real property legally described as LOT 1, BLK 63, MOUNTAIN VIEW SUBURB, NATRONA

COUNTY, WYOMING, commonly known as 771 AND 759 N. 6<sup>TH</sup> AVENUE, MILLS, WYOMING.

- 5. The amount claimed to be due and owing is \$17606.72, plus pre-judgment interest at a rate of 7% per annum, pursuant to Ord. 8.30.905.4 if said amounts remain unpaid after 30 days from the date of recording this lien, and attorneys' fees and costs incurred by Lien Claimant in the collection of this amount.
- 6. MARC B. ALDEN, whose address is 759 N. 6<sup>TH</sup> AVENUE, MILLS, WYOMING, is the owner of record of the above-described real property commonly known as 771 AND 759 N. 6<sup>TH</sup> AVENUE, MILLS, WYOMING, as demonstrated by Instrument No. 440344, and is the party identified as obligated to pay for costs incurred pursuant to Ord. 8.30.901 secured by the lien.
  - 7. MARC B. ALDEN has failed to remit said costs to the City of Mills.

DATED this day of NO	PRESIDING COUNCILMAN NAME: DARIA R. TVES CITY OF MILLS, WYOMING, LIEN CLAIMANT
STATE OF WYOMING COUNTY OF NATRONA	) )SS. )
personally appeared foregoing Lien Statement and knowledge, and being by me	
	Notary public
My Commission Expires:	