

**REGULAR CITY COUNCIL  
MEETING**

**December 23, 2025**

**7:00 PM**

**City Hall**



**CITY OF MILLS**  
EST. 1921

**Mayor:**

Leah Juarez

**Council President:**

Brad Neumiller

**Council Members:**

Cherie Butcher

Sara McCarthy

Tim Sutherland

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**AGENDA**

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPOINTMENT**

1. Deputy Clerk - Jessica Ravlin

**PUBLIC HEARINGS**

2. Mountain Meadows / Ridge West Replat
3. Midway Subdivision Replat / Minor Boundary Adjustment

**CONSENT AGENDA**

**Minutes**

- [4.](#) Council Meeting Minutes 12-9-25

**City Licenses**

- [5.](#) New / Renewal Business / Contractor Licenses and Home Occupation Permits

**Financial Approvals**

- [6.](#) Financial Breakdown - Check Register & Future ACH/EFT Transactions
7. PAID ACH / EFT Transactions
- [8.](#) Regular / Police Payroll 12-1-25 to 12-14-25
- [9.](#) Fire Payroll 12-4-25 to 12-15-25
- [10.](#) Transmittal Transactions
- [11.](#) Treasurer's Report
- [12.](#) Reserve Transfers

**OPEN DISCUSSION**

## **ORDINANCES AND RESOLUTIONS**

### **13. RESOLUTION NO. 2025-43:**

**A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOT 3, CHARTER HEIGHTS SUBDIVISION, AS RIDGE WEST, AN ADDITION TO THE CITY OF MILLS, WYOMING**

### **14. RESOLUTION NO. 2025-44:**

**A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 6–11 AND TRACT A, MIDWAY SUBDIVISION, CREATING MIDWAY SUBDIVISION TRACT B**

### **15. RESOLUTION NO. 2025-45:**

**A RESOLUTION APPROVING A MINOR BOUNDARY ADJUSTMENT BETWEEN LOTS 15 AND 16, MIDWAY SUBDIVISION**

### **16. RESOLUTION NO. 2025-46:**

**A RESOLUTION CORRECTING TYPOGRAPHICAL ERRORS IN MILLS CITY CODE**

## **COUNCIL APPROVALS**

### **17. Lease - Faith Bible Way**

18. Axxon Enterprise - Conditional Approval Subject to review by City Attorney

## **ADJOURNMENT**

## **AGENDA SUBJECT TO CHANGE WITHOUT NOTICE**

**NEXT MEETING** - January 13, 2026 at 7:00pm / January 27, 2026 at 7:00pm

**NEXT WORK SESSION** - January 12, 2026 at 9:00am / January 13, 2026 at 6:00pm

**CITY CLOSURES:** *December 24, 2025 to December 25, 2025 & January 1, 2026*

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**

**December 09, 2025**

**7:00 PM**

**City Hall**



**CITY OF MILLS**  
EST. 1921

**Mayor:**

Leah Juarez

**Council President:**

Brad Neumiller

**Council Members:**

Cherie Butcher

Sara McCarthy

Tim Sutherland

**MINUTES**

**CALL TO ORDER**

Mayor called the meeting to order at 7:02 pm

**ROLL CALL**

Present:

Mayor Juarez

President Neumiller

Council Butcher

Council McCarthy

Council Sutherland

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

**Minutes**

1. Council Meeting Minutes 11-25-25

**City Licenses**

2. New / Renewal Business / Contractor Licenses and Home Occupation Permits

**Financial Approvals**

3. Financial Breakdown - Check Register & Future ACH/EFT Transactions
4. PAID ACH / EFT Transactions
5. Regular / Police Payroll 11-17-25 to 11-30-25
6. Fire Payroll 11-10-25 to 11-21-25
7. Fire Payroll 11-22-25 to 12-3-25
8. Transmittal Transactions
9. Court Report

Motion made by Council Member Butcher to approve, Seconded by Council Member Sutherland. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

## OPEN DISCUSSION

No one spoke.

## ORDINANCES AND RESOLUTIONS

### **10. RESOLUTION NO. 2025-42:**

#### **RESOLUTION AUTHORIZING THE CITY OF MILLS FIRE DEPARTMENT TO PROVIDE MEDICAL OXYGEN BOTTLES ON EMERGENCY BASIS**

Motion made by Council President Neumiller to approve, Seconded by Council Member Butcher. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

### **11. ORDINANCE NO. 833 THIRD AND FINAL READING:**

#### **ORDINANCE RENAMING MILLS MEMORIAL PARK AS SERVICE AND SACRIFICE PARK**

*Tabled 11-25-25*

Motion made by Council Member Butcher to un-table Ordinance 833, Seconded by Council Member Sutherland. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

Motion made by Council Member McCarthy to approve Ordinance 833 on the third and final reading, Seconded by Council Member Sutherland. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

### **12. ORDINANCE NO. 834 THIRD AND FINAL READING:**

#### **ORDINANCE CONCERNING GAMING**

Motion made by Council President Neumiller to approve Ordinance 834 on the third and final reading, Seconded by Council Member Sutherland.

The Mayor noted that the Planning and Zoning Commission's comments were appreciated and taken into consideration.

Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

### **13. ORAL RESOLUTION NO. 2025-43:**

Resolution No. 2025-43 was presented, authorizing the use of up to \$70,000 for the purchase of a used Fire Department command vehicle for a period of up to six months. The Mayor noted that, should impact funds be received from the Dino Solar project, those funds would be used to reimburse the purchase.

Motion made by Council President Neumiller to approve, Seconded by Mayor Juarez. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

## EXECUTIVE SESSION

### 14. Legal Matter

Mayor Juarez asked for a motion to go into executive session for a legal matter at 7:06pm. Motion made by Council Member Butcher to go into executive session for a legal matter, Seconded by Council Member Sutherland, Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland

All of council returned from the executive session legal matter at 7:10pm.

Council Member Butcher made a motion to authorize to write off an ambulance charge for a decedent. Council President Neumiller seconded the motion. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland. Motion passes.

### 15. Personnel Matter

Mayor Juarez asked for a motion to go into executive session for a personnel matter at 7:10pm. Motion made by Council President Neumiller to go into executive session for a personnel matter, Seconded by Council Member Sutherland, Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland

All of council returned from the executive session legal matter at 7:27pm.

No action necessary

## ADJOURNMENT

The Mayor asked for a motion to adjourn. Council Member Sutherland made a motion to adjourn; Council Member McCarthy seconded the motion. Voting Yea: Mayor Juarez, Council Member McCarthy, Council Member Butcher, Council President Neumiller, Council Member Sutherland

## AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

**NEXT MEETING** - December 23, 2025 at 7:00pm / January 13, 2026 at 7:00pm

**NEXT WORK SESSION** - December 23, 2025 at 6:00pm / January 12, 2026 at 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.

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Mayor, Leah Juarez

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City Clerk, Sarah Osborn



**Council Meeting: December 23, 2025**

**New Business Licenses**

<i><b>Business Name</b></i>		<i><b>Fire Inspection</b></i>	<i><b>Insurance</b></i>
	Casper Auto Glass LLC	12/9/2025	N/A
	Kidman Racing LLC DBA Chucks Automotive Repair Service	12/10/2025	N/A

**Renewal Business Licenses**

	<i><b>Business Name</b></i>	<i><b>Fire Inspection</b></i>	<i><b>Insurance</b></i>
9734	Blue Ice Contracting LLC	12/17/2025	N/A
1148	Car Mobile Home Service LLC	12/10/2025	N/A
813	Coleman Lane Park LLC	12/10/2025	N/A
9501	N.E. Auto Repair	11/10/2025	N/A
9770	Project Kenny	12/11/2025	N/A
9848	Sips Coffee	12/11/2025	N/A
874	Western Radiator	11/25/2025	N/A





**CITY OF MILLS**  
EST. 1921

**Council Meeting: December 23, 2025**

**New Home Occupation Permits**

*Business Name*

**Renewal Home Occupation Permits**

*Business Name*

Top Dog Training Solution

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
<b>2008</b>						
12/23/2025	2008	Pauline Chavez	580.00	Bond Refund for Pauline Chavez	10-26150	580.00
Total 2008:						580.00
<b>2009</b>						
12/23/2025	2009	Roxanne MCurdy	270.00	Bond Refund for Rayanne Rochelle McCurdy	10-26150	270.00
Total 2009:						270.00
<b>34830</b>						
12/23/2025	34830	24 Hour Heating and Air	304.75	Air Dryer Maintenance	52-8200-3525	304.75
Total 34830:						304.75
<b>34831</b>						
12/23/2025	34831	71 Construction	269.50	EZ Street Repair	12-4500-3700	269.50
Total 34831:						269.50
<b>34832</b>						
12/23/2025	34832	Above All Cleaning	582.50	Cleaning city Hall	12-4500-3515	582.50
12/23/2025	34832	Above All Cleaning	582.50	Cleaning PD	10-4600-1300	582.50
Total 34832:						1,165.00
<b>34833</b>						
12/23/2025	34833	ALSCO, Inc	41.40	December 3 Services	10-6500-1040	41.40
12/23/2025	34833	ALSCO, Inc	81.59	Rugs City Hall	10-6500-1040	81.59
12/23/2025	34833	ALSCO, Inc	186.79	Rugs	10-5400-1300	186.79
Total 34833:						309.78
<b>34834</b>						
12/23/2025	34834	AMBI Mail & Marketing, Inc	36.70	AMbi Fedex November	10-5400-3565	36.70

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
12/23/2025	34834	AMBI Mail & Marketing, Inc	25.21	Public Hearing Letters	10-4400-3510	25.21
Total 34834:						61.91
<b>34835</b>						
12/23/2025	34835	Axon Enterprise, Inc	895.00	Good Instructor Training	10-5400-1030	895.00
Total 34835:						895.00
<b>34836</b>						
12/23/2025	34836	B & B Rubber Stamp	40.00	Name plate	10-4400-3510	40.00
Total 34836:						40.00
<b>34837</b>						
12/23/2025	34837	Balco Uniform Company, Inc	2,029.00	Sucher Vest & outer Carrier	10-5300-1040	2,029.00
Total 34837:						2,029.00
<b>34838</b>						
12/23/2025	34838	Banner Health	492.16	Meds from the hospital pharmacy	10-5600-3595	492.16
Total 34838:						492.16
<b>34839</b>						
12/23/2025	34839	Big Horn Tire, Inc.	986.44	Tires for unit 7	10-5400-4055	986.44
12/23/2025	34839	Big Horn Tire, Inc.	207.76	Unit 10 Sensors	10-5400-4050	207.76
Total 34839:						1,194.20
<b>34840</b>						
12/23/2025	34840	Bobcat of Casper	94.79	Air Filters Mower	10-7000-4050	94.79
Total 34840:						94.79
<b>34841</b>						
12/23/2025	34841	Bound Tree Medical	244.00	Medical Supplies	10-5600-3595	244.00
12/23/2025	34841	Bound Tree Medical	73.78	Medical Supplies	10-5600-3595	73.78

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 34841:						317.78
<b>34842</b>						
12/23/2025	34842	Capital Business Systems, Inc	337.50	Cannon Printer Repair	10-6500-3515	337.50
Total 34842:						337.50
<b>34843</b>						
12/23/2025	34843	Caselle, Inc	3,381.00	Maintenance & support	50-4600-2005	3,381.00
Total 34843:						3,381.00
<b>34844</b>						
12/23/2025	34844	Casper Area Chamber of Commer	450.00	forum Summer Melin	10-4400-1035	450.00
Total 34844:						450.00
<b>34845</b>						
12/23/2025	34845	Casper Star Tribune	485.00	Newspaper	10-4400-3510	485.00
Total 34845:						485.00
<b>34846</b>						
12/23/2025	34846	City of Casper	1,000.56	Balefill Charges	54-8400-3050	1,000.56
12/23/2025	34846	City of Casper	1,242.56	Balefill Charges	54-8400-3050	1,242.56
12/23/2025	34846	City of Casper	855.36	Balefill Charges	54-8400-3050	855.36
12/23/2025	34846	City of Casper	776.16	Balefill Charges	54-8400-3050	776.16
12/23/2025	34846	City of Casper	711.04	Balefill Charges	54-8400-3050	711.04
12/23/2025	34846	City of Casper	1,049.84	Balefill Charges	54-8400-3050	1,049.84
12/23/2025	34846	City of Casper	1,232.00	Balefill Charges	54-8400-3050	1,232.00
12/23/2025	34846	City of Casper	915.20	Balefill Charges	54-8400-3050	915.20
12/23/2025	34846	City of Casper	902.88	Balefill Charges	54-8400-3050	902.88
12/23/2025	34846	City of Casper	3,204.14	Metro Nov Fees	10-5300-3010	3,204.14
12/23/2025	34846	City of Casper	1,480.79	Dispatch fee Nov 2025	10-5600-3000	1,480.79
Total 34846:						13,370.53

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
<b>34847</b>						
12/23/2025	34847	Civic Plus	1,501.50	Full service Supplementation subscription	10-4600-2010	1,501.50
Total 34847:						1,501.50
<b>34848</b>						
12/23/2025	34848	Dana Kepner Company Inc	718.76	Radios	51-8100-3660	718.76
Total 34848:						718.76
<b>34849</b>						
12/23/2025	34849	Emergency Medical Physicians, P	250.00	Novembr Medical Director fee	10-5600-2040	250.00
Total 34849:						250.00
<b>34850</b>						
12/23/2025	34850	Energy Laboratories Inc	152.00	Routine Bac-T	52-8200-2050	152.00
Total 34850:						152.00
<b>34851</b>						
12/23/2025	34851	Ferguson Waterworks #1116	396.25	Valve Restraints	51-8100-3500	396.25
Total 34851:						396.25
<b>34852</b>						
12/23/2025	34852	Floyd's Truck Center WY	712.18	Filters Plow Trucks	10-6000-4050	712.18
12/23/2025	34852	Floyd's Truck Center WY	201.29	Filters Plow Trucks	10-6000-4050	201.29
Total 34852:						913.47
<b>34853</b>						
12/23/2025	34853	Haid's Plumbing & Heating	373.81	Repair Two Urinals, Woman's Sink issue and expansio	10-5600-3515	373.81
Total 34853:						373.81
<b>34854</b>						
12/23/2025	34854	Homax	47.30	November Fuel Charges	52-8200-4000	47.30

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 34854:						47.30
<b>34855</b>						
12/23/2025	34855	Hose & Rubber Supply	39.09	Valve & Gloves	10-6000-4050	39.09
12/23/2025	34855	Hose & Rubber Supply	612.36	3" & 4" Exhaust Hose	10-6000-4050	612.36
Total 34855:						651.45
<b>34856</b>						
12/23/2025	34856	Imperial Pump Solutions	1,056.00	Remove JSV Pump Install Gorman Pump	53-8300-3675	1,056.00
Total 34856:						1,056.00
<b>34857</b>						
12/23/2025	34857	Jackson Group	55.91	Chamber Combo	54-8400-4050	55.91
12/23/2025	34857	Jackson Group	437.17	Fan Solenoid	54-8400-4050	437.17
Total 34857:						493.08
<b>34858</b>						
12/23/2025	34858	JJ Keller & Associates, Inc	90.00	Public Defender	10-5100-1090	90.00
Total 34858:						90.00
<b>34859</b>						
12/23/2025	34859	Kelly's Alignment & Brake	796.31	alignment Strut & axel seal for unit 7	10-5400-4050	796.31
Total 34859:						796.31
<b>34860</b>						
12/23/2025	34860	Law Office of Stephanie M Arrach	7,312.50	Nov/Dec 2025	10-5100-1085	7,312.50
Total 34860:						7,312.50
<b>34861</b>						
12/23/2025	34861	NAPA Auto Parts	77.56	Oil Filter Unit #16	10-7000-4050	77.56
12/23/2025	34861	NAPA Auto Parts	89.54	Oil Filter Unit #15	10-7000-4050	89.54
12/23/2025	34861	NAPA Auto Parts	31.02	Unit 7 & Unit 12	10-5400-4050	31.02

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
12/23/2025	34861	NAPA Auto Parts	147.91	Unit 7 & Unit 12	10-5400-4050	147.91
12/23/2025	34861	NAPA Auto Parts	53.54	15"" HDNATCT 100 Pack	10-7000-4050	53.54
12/23/2025	34861	NAPA Auto Parts	34.99	Unit 7 & Unit 12	10-5400-4050	34.99
12/23/2025	34861	NAPA Auto Parts	44.54	Battery Lift Station	53-8300-3675	44.54
12/23/2025	34861	NAPA Auto Parts	6.64	rope handle	53-8300-3675	6.64
12/23/2025	34861	NAPA Auto Parts	44.54	Battery Lift Station	53-8300-3675	44.54
12/23/2025	34861	NAPA Auto Parts	11.87	Battery	53-8300-3675	11.87
12/23/2025	34861	NAPA Auto Parts	49.07	Wiper Blades for unit 10	10-5400-4050	49.07
Total 34861:						591.22
<b>34862</b>						
12/23/2025	34862	Natrona County Sheriffs Office	15,378.96	jail bill 11/25	10-5400-3015	15,378.96
Total 34862:						15,378.96
<b>34863</b>						
12/23/2025	34863	Norco, Inc	65.32	Mig Welder Gas	10-6500-3500	65.32
12/23/2025	34863	Norco, Inc	74.76	Mig Welder Gas Tube	10-6500-3500	74.76
12/23/2025	34863	Norco, Inc	304.83	Four new o2 bottles plus fill	10-5600-3595	304.83
Total 34863:						444.91
<b>34864</b>						
12/23/2025	34864	Northwest Contractor Supply	95.76	locate Paint	51-8100-3500	95.76
Total 34864:						95.76
<b>34865</b>						
12/23/2025	34865	One Call of Wyoming	79.80	76 Tickets for November	51-8100-3055	79.80
Total 34865:						79.80
<b>34866</b>						
12/23/2025	34866	Peden's Inc.	2,206.61	Christmas Presents	10-4600-1040	2,206.61
Total 34866:						2,206.61

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
<b>34867</b>						
12/23/2025	34867	Quadient, Inc	3,356.22	Postage	50-4600-3530	3,356.22
Total 34867:						3,356.22
<b>34868</b>						
12/23/2025	34868	Rocky Mountain Drug Testing	375.00	Drug Tests	10-4600-1060	375.00
Total 34868:						375.00
<b>34869</b>						
12/23/2025	34869	Sundahl, Powers, Kapp & Martin,	3,840.00	Mills/Hartman	10-4600-1085	3,840.00
Total 34869:						3,840.00
<b>34870</b>						
12/23/2025	34870	Verizon	1,450.26	Verizon Cellular Service for MDTs	10-4600-2505	1,450.26
Total 34870:						1,450.26
<b>34871</b>						
12/23/2025	34871	White's Mountain Motors	2,637.20	WT #1 Seat Frame/Restraint System Repair	52-8200-3525	2,637.20
Total 34871:						2,637.20
<b>34872</b>						
12/23/2025	34872	Winter Equipment Company	1,644.50	Cutting Edges Plows	10-6000-3645	1,644.50
Total 34872:						1,644.50
<b>34873</b>						
12/23/2025	34873	WLC Engineering Inc	5,883.25	Professional engineering through 11/30/25	50-4600-2060	5,883.25
12/23/2025	34873	WLC Engineering Inc	120.25	Professional GIS services through 11/30/25	50-4600-2080	120.25
12/23/2025	34873	WLC Engineering Inc	785.00	Planning services through 11/30/25	10-5700-2050	785.00
Total 34873:						6,788.50
<b>34874</b>						
12/23/2025	34874	Department of Workforce Services	4,031.94	Worker Compensation for October 2025	10-23800	4,031.94

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 34874:						4,031.94
<b>192100111</b>						
12/23/2025	192100111	Garage Technologies, Inc	46,000.00	2012 Ford F-250 Command Truck	12-4500-3540	46,000.00 M
Total 192100111:						46,000.00
Grand Totals:						129,721.21

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	.00	55,354.40-	55,354.40-
10-23800	4,031.94	.00	4,031.94
10-26150	850.00	.00	850.00
10-4400-1035	450.00	.00	450.00
10-4400-3510	550.21	.00	550.21
10-4600-1040	2,206.61	.00	2,206.61
10-4600-1060	375.00	.00	375.00
10-4600-1085	3,840.00	.00	3,840.00
10-4600-1300	582.50	.00	582.50
10-4600-2010	1,501.50	.00	1,501.50
10-4600-2505	1,450.26	.00	1,450.26
10-5100-1085	7,312.50	.00	7,312.50
10-5100-1090	90.00	.00	90.00
10-5300-1040	2,029.00	.00	2,029.00
10-5300-3010	3,204.14	.00	3,204.14
10-5400-1030	895.00	.00	895.00
10-5400-1300	186.79	.00	186.79
10-5400-3015	15,378.96	.00	15,378.96
10-5400-3565	36.70	.00	36.70
10-5400-4050	1,267.06	.00	1,267.06
10-5400-4055	986.44	.00	986.44
10-5600-2040	250.00	.00	250.00
10-5600-3000	1,480.79	.00	1,480.79

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-5600-3515	373.81	.00	373.81
10-5600-3595	1,114.77	.00	1,114.77
10-5700-2050	785.00	.00	785.00
10-6000-3645	1,644.50	.00	1,644.50
10-6000-4050	1,564.92	.00	1,564.92
10-6500-1040	122.99	.00	122.99
10-6500-3500	140.08	.00	140.08
10-6500-3515	337.50	.00	337.50
10-7000-4050	315.43	.00	315.43
12-21100	.00	46,852.00-	46,852.00-
12-4500-3515	582.50	.00	582.50
12-4500-3540	46,000.00	.00	46,000.00
12-4500-3700	269.50	.00	269.50
50-21100	.00	12,740.72-	12,740.72-
50-4600-2005	3,381.00	.00	3,381.00
50-4600-2060	5,883.25	.00	5,883.25
50-4600-2080	120.25	.00	120.25
50-4600-3530	3,356.22	.00	3,356.22
51-21100	.00	1,290.57-	1,290.57-
51-8100-3055	79.80	.00	79.80
51-8100-3500	492.01	.00	492.01
51-8100-3660	718.76	.00	718.76
52-21100	.00	3,141.25-	3,141.25-
52-8200-2050	152.00	.00	152.00
52-8200-3525	2,941.95	.00	2,941.95
52-8200-4000	47.30	.00	47.30
53-21100	.00	1,163.59-	1,163.59-
53-8300-3675	1,163.59	.00	1,163.59
54-21100	.00	9,178.68-	9,178.68-
54-8400-3050	8,685.60	.00	8,685.60
54-8400-4050	493.08	.00	493.08
Grand Totals:	129,721.21	129,721.21-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"



## PAYROLL

Meeting Date: December 23, 2025

Payroll Type: Regular/Police

Date Range: 12-1-25 to 12-14-25

Net: \$ 114,210.53

Deductions: \$ 28,868.13

Federal Taxes: \$ 9,013.00

Medicare: \$ 1,593.56

Retirement: \$ 6,045.23

Social Security: \$ 6,599.13

Child Support: \$ 540.32

Insurance: \$ 3,651.64

Supplemental Retirement: \$ 1,085.81

Supplemental Insurance: \$ 339.44

**TOTAL PAYROLL: \$ 85,342.40**

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City Clerk, Sarah Osborn

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Mayor, Leah Juarez



## PAYROLL

Meeting Date: December 23, 2025

Payroll Type: Fire

Date Range: 12-4-25 to 12-15-25

Net: \$ 18,938.10

Deductions: \$ 3,943.93

Federal Taxes: \$ 1,186.00

Medicare: \$ 270.31

Retirement: \$ 1,951.12

Union Dues \$ 240.00

Child Support: \$ -

Insurance: \$ 296.50

Supplemental Retirement: \$ -

Supplemental Insurance: \$ -

**TOTAL PAYROLL: \$ 14,994.17**

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City Clerk, Sarah Osborn

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Mayor, Leah Juarez



**CITY OF MILLS**  
EST. 1921

## **Transmittal Transactions**

**12-23-25**

### **Payroll Fire: 11-22-25 to 12-3-25**

<b>Date</b>	<b>Type/Check #</b>	<b>Payor</b>	<b>AMOUNT</b>
12/3/2025	34828	Union Dues	\$ 240.00
12/3/2025	ACH	IRS	\$ 2,835.50
<b>Total:</b>			<b>\$ 3,075.50</b>

### **Payroll Regular/Police: 12-1-25 to 12-14-25 *Not completed***

<b>Date</b>	<b>Type/Check #</b>	<b>Payor</b>	<b>AMOUNT</b>
		American Funds	
		Child Support	
		IRS	
		Orchard Trust	
<b>Total:</b>			<b>\$ -</b>

### **Payroll Fire: 12-4-25 to 12-15-25**

<b>Date</b>	<b>Type/Check #</b>	<b>Payor</b>	<b>AMOUNT</b>
12/15/2025	34829	Union Dues	\$ 240.00
12/15/2025	ACH	IRS	\$ 1,726.62
<b>Total:</b>			<b>\$ 1,966.62</b>

**Total \$ 5,042.12**

## NOV 25 Account Balances

Operations Account	\$415,303.56
Water Deposit	\$154,615.95
Municipal Court	\$367,504.17
Court Bond	\$87,037.44
Police	\$86,235.92
Jonah Steel Eagle	\$500.01
WGIF Radio Read Fund	\$24,536.16
Wyo Class General Fund Reserve	\$133,189.79
Wyo Class Police Reserve	\$9,641.70
Wyo Class Cooley Trust Reserve	\$411.67
Wyo Class Parks Reserve	\$784.85
Wyo Class Sanitation Reserve	\$139,547.50
Wyo Class Sewer Reserve	\$104,585.83
Wyo Class Sewer Tap Reserve	\$122,073.79
Wyo Class Water Reserve	\$126,562.61
Wyo Class Buffalo Meadows Asset Acct	\$199,344.36
Wyo Class Buffalo Meadows Debt	\$31,682.56
Wyo Class Summerfest	\$32,762.31
<b>Totals</b>	<b>\$2,036,320.18</b>
<b>Equity Line of Credit Balance</b>	<b>\$ -</b>

\_\_\_\_\_  
City Treasurer, Nathan Romrell

\_\_\_\_\_  
Mayor, Leah Juarez

## Reserve Transfer Report

	Water	Sewer	Sanitation
Net Change of Position	\$ 87,172.85	\$ 67,193.32	\$ 67,544.50
% to Transfer to Reserve	5%	7%	10%
Transfer Amount	\$ 4,358.64	\$ 4,703.53	\$ 6,754.45

**RESOLUTION NO. 2025-43**

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOT 3, CHARTER HEIGHTS SUBDIVISION, AS RIDGE WEST, AN ADDITION TO THE CITY OF MILLS, WYOMING

**WHEREAS,**

An application has been submitted to the City of Mills requesting approval of a Vacation and Replat of Lot 3, Charter Heights Subdivision, creating Ridge West, an addition to the City of Mills, Natrona County, Wyoming; and

**WHEREAS,**

The replat encompasses approximately 27.124 acres, creating 86 lots and Tract A, together with public rights-of-way and drainage areas, as shown on the plat entitled “*A Vacation & Replat of Lot 3, Charter Heights Subdivision as Ridge West,*” prepared by Environmental and Civil Solutions, LLC,; and

**WHEREAS,**

The replat vacates the existing lot configuration of Lot 3, Charter Heights Subdivision, and establishes a new subdivision layout with dedicated public streets, drainage facilities, utility easements, and access easements; and

**WHEREAS,**

The plat depicts the dedication of public rights-of-way, as well as utility, drainage, power, gas, sanitary sewer, and access easements, and the dedication of Tract A to the City of Mills for drainage purposes, as shown on the replat; and

**WHEREAS,**

The replat provides legal access to all lots via Robertson Road (80-foot right-of-way) and the internal public street system, and does not require off-site public infrastructure improvements beyond those shown on the plat; and

**WHEREAS,**

The replat has been reviewed by city staff and found to comply with the applicable requirements of Mills Title 17 Land Development Regulations, including standards governing subdivision plats, vacations, public dedications, access, easements, lot configuration, and survey documentation; and

**WHEREAS,**

Approval of the vacation and replat promotes orderly development, ensures adequate public access and utilities, and is consistent with the public health, safety, and welfare of the City of Mills; and

**WHEREAS,**

The City of Mills Planning and Zoning Commission forwarded a DO PASS recommendation at its December 8<sup>th</sup> meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING:

- 1. Vacation Approved.  
The vacation of Lot 3, Charter Heights Subdivision, as depicted on the Ridge West plat, is hereby approved.

2. Replat Approved.  
The replat creating Ridge West, an addition to the City of Mills, including all lots, tracts, rights-of-way, and easements shown thereon, is hereby approved.
3. Compliance Finding.  
The City Council finds that the Ridge West vacation and replat comply with Mills Title 17 Land Development Regulations and all other applicable City ordinances.
4. Dedications Accepted.  
All public streets, rights-of-way, drainage tracts, and easements dedicated on the plat are hereby accepted, subject to compliance with applicable City standards.
5. Recording Authorized.  
Upon completion of all administrative requirements, the Mayor and City Clerk are authorized to sign the plat, and the approved Vacation and Replat may be recorded with the Natrona County Clerk.
6. No Waiver.  
Approval of this resolution does not waive compliance with any other applicable federal, state, or local regulations.

PASSED, APPROVED AND ADOPTED THIS\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor, Leah Juarez

\_\_\_\_\_  
Councilman, Sara McCarthy

\_\_\_\_\_  
Councilman, Cherie Butcher

\_\_\_\_\_  
Councilman, Tim Sutherland

\_\_\_\_\_  
Councilman, Brad Neumiller

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-44**

**A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 6–11 AND TRACT A, MIDWAY SUBDIVISION, CREATING MIDWAY SUBDIVISION TRACT B**

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WHEREAS,

An application has been submitted to the City of Mills requesting approval of a Vacation and Replat of Lots 6–11 and Tract A, Midway Subdivision, resulting in the creation of Midway Subdivision Tract B, consisting of approximately 21.09 acres, as shown on the plat entitled “*A Vacation and Replat of Lots 6–11 and Tract A, Midway Subdivision – Midway Subdivision Tract B,*” prepared by Civil Engineering Professionals, Inc.; and

WHEREAS,

The proposed vacation removes the internal lot lines of Lots 6–11 and Tract A and replats the property as a single tract without increasing density or creating additional buildable lots; and

WHEREAS,

The replat accurately depicts all bearings, distances, lot area, survey monuments, rights-of-way, and existing conditions, including but not limited to recorded powerline, sanitary sewer, access, and utility easements, all of which are preserved on the plat; and

WHEREAS,

The property retains legal access via Midway Road (60-foot right-of-way) and H–B Road (60-foot right-of-way), and the vacation and replat do not require the dedication or construction of new public streets or public infrastructure; and

WHEREAS,

The vacation and replat have been reviewed by city staff and found to comply with the applicable requirements of Mills Title 17 Land Development Regulations, including standards governing subdivision vacations, replats, access, easements, and survey documentation; and

WHEREAS,

Approval of the vacation and replat is consistent with orderly land development, does not adversely affect surrounding properties, and is in the public health, safety, and welfare; and

WHEREAS,

The City of Mills Planning and Zoning Commission forwarded a DO PASS recommendation at its December 8<sup>th</sup> meeting.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING:

1. Vacation Approved.  
The vacation of Lots 6–11 and Tract A, Midway Subdivision, as shown on the submitted plat, is hereby approved.

2. Replat Approved.  
The replat creating Midway Subdivision Tract B, consisting of approximately 21.09 acres, is hereby approved.
3. Compliance Finding.  
The City Council finds that the vacation and replat comply with Mills Title 17 Land Development Regulations and all other applicable Town ordinances.
4. Recording Authorized.  
Upon completion of all administrative requirements, the Mayor and City Clerk are authorized to sign the plat, and the approved Vacation and Replat may be recorded with the Natrona County Clerk.
5. No Waiver.  
Approval of this resolution does not waive compliance with any other applicable federal, state, or local regulations.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor, Leah Juarez

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Councilman, Sara McCarthy

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Councilman, Cherie Butcher

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Councilman, Tim Sutherland

\_\_\_\_\_  
Councilman, Brad Neumiller

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-45**

A RESOLUTION APPROVING A MINOR BOUNDARY ADJUSTMENT BETWEEN LOTS 15 AND 16, MIDWAY SUBDIVISION

**WHEREAS,**

The owners of Lots 15 and 16, Midway Subdivision, City of Mills, Natrona County, Wyoming, applied for a Minor Boundary Adjustment to adjust the common boundary between the two existing lots; and

**WHEREAS,**

The Minor Boundary Adjustment does not create additional lots, does not increase density, and does not require the dedication of new public streets or rights-of-way; and

**WHEREAS,**

The adjustment maintains compliance with minimum lot size, access, and utility requirements and preserves all existing recorded easements, including sanitary sewer, utility, drainage, and access easements; and

**WHEREAS,**

The Minor Boundary Adjustment has been reviewed and found to meet the applicable standards of Mills Title 17 Land Development Regulations governing minor boundary adjustments; and

**WHEREAS,**

Approval of the Minor Boundary Adjustment is consistent with orderly development and does not adversely affect adjacent properties or public infrastructure; and

**WHEREAS,**

The City of Mills Planning and Zoning Commission recommended a DO PASS finding at its December 8<sup>th</sup> meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILLS, WYOMING:

- 1. Minor Boundary Adjustment Approved.  
The Minor Boundary Adjustment between Lot 15 and Lot 16, Midway Subdivision, is hereby approved.
- 2. Compliance Finding.  
The City Council finds that the Minor Boundary Adjustment complies with Mills Title 17 Land Development Regulations.
- 3. Replat Required.  
Implementation of this Minor Boundary Adjustment shall occur only through an approved and recorded replat.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor, Leah Juarez

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Councilman, Sara McCarthy

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Councilman, Cherie Butcher

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Councilman, Tim Sutherland

\_\_\_\_\_  
Councilman, Brad Neumiller

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-46**

**A RESOLUTION CORRECTING TYPOGRAPHICAL ERRORS IN MILLS CITY CODE**

**WHEREAS**, On December 9, 2025, the following Resolution came before the City Council for the City of Mills and was passed:

**RESOLUTION NO. 2025-42**

**RESOLUTION AUTHORIZNG THE CITY OF MILLS FIRE DEPARTMENT TO PROVIDE MEDICAL OXYGEN BOTTLES ON EMERGENCY BASIS**

And:

**WHEREAS**, The proper Resolution Number was Resolution No. 2025-47; and:

**WHEREAS**, At the same City Council meeting the first reading of an ordinance captioned as follows was read:

**ORDINANCE 831**

**ORDINANCE CONCERNING GAMING**

And;

**WHEREAS**, The proper Ordinance Numbers was Ordinance 832.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MILLS, WYOMING:**

- 1. The records shall be corrected to reflect the RESOLUTION AUTHORIZNG THE CITY OF MILLS FIRE DEPARTMENT TO PROVIDE MEDICAL OXYGEN BOTTLES ON EMERGENCY BASIS, as being Resolution No. 2025-47; and
- 2. The record shall be corrected to show that the ORDINANCE CONCERNING GAMING, shall be Ordinance No. 832.

The City Clerk shall take such steps as to correct the record to reflect the correct numbers as set forth above.

**PASSED, APPROVED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Mayor, Leah Juarez

\_\_\_\_\_  
Councilman, Sara McCarthy

\_\_\_\_\_  
Councilman, Cheri Butcher

\_\_\_\_\_  
Councilman, Tim Sutherland

\_\_\_\_\_  
Councilman, Brad Neumiller

ATTEST:

\_\_\_\_\_  
City Clerk, Sarah Osborn

CERTIFICATE

I, Sarah Osborn, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on December 23, 2025 and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

\_\_\_\_\_  
City Clerk, Sarah Osborn

**CITY OF MILLS, WYOMING, REAL PROPERTY LEASE  
AGREEMENT**

THIS REAL PROPERTY LEASE AGREEMENT was entered into the\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective on the 1<sup>st</sup> day of January, 2026, between the *City of Mills, Wyoming*, a municipal corporation with the address of 704 Fourth Street, Mills, Wyoming, 82644, hereinafter referred to as "Landlord" and Donald Gilmore, Jr., operating a church known as Faith Bible Way, hereinafter referred to as "Tenant" or "Lessee".

**WITNESSETH:**

WHEREAS, *City of Mills*, is the owner of real property located at 401 Wasatch, City of Mills, County of Natrona, State of Wyoming, together with all improvements thereon, subject only to those encumbrances, liens, easements, reservations and restrictions of record (the "Property"); and

WHEREAS, *City of Mills* desires to lease the property on a nonexclusive basis to better make use of the facility and its upkeep and offset its maintenance; and

WHEREAS, Lessee desires to lease from *City of Mills* the above-described real property for use of religious services; and

WHEREAS, *City of Mills* desires to lease to Tenant, after having reviewed their proposal and request; and

NOW THEREFORE in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

**ARTICLE I  
Term and Rent**

**Section 1. Property Leased**

Landlord hereby leases to the Lessee and Lessee agrees to lease from Landlord at the price and under the terms and conditions set forth in this agreement that facility generally known as the Mills Community Center located at 401 Wasatch, consisting of one principal room and adjacent bathrooms and closet. The lease shall be principally for the occupation of the facility on Sundays and Wednesdays, with it understood that additional days may be needed from time to time, and which may be provided upon request, depending on the ongoing use of the facility.

Tenant understands that the City of Mills may provide, including by lease, the facility to other tenants and occupants on days other than Sunday and Wednesday, providing that said use shall not conflict with the use of the Tenant.

The leased premises shall include access to allow for the parking of one van behind the enclosed gates at the leasehold during the days in which it is not in use.

Tenant shall be allowed to store essential items in the storage area, but shall be responsible for their loss or damage while they are on location. Any item that may pose any kind of potential liability to the landlord, or which may cause damage to the premises, may not be stored on location without the prior permission of the landlord.

## **Section 2. Term and Rent**

The term of this Lease shall be for one (1) year commencing on the 1<sup>st</sup> day of January 2026 and terminating on the 31<sup>st</sup> day of December 2026 or sooner as herein provided. Rent shall be due on the 1<sup>st</sup> business day of every month.

The term shall be extended annually unless notice of termination of lease is received ninety (90) days prior to the last day of the year for the current year of the lease.

The rent shall be \$400.00 per month, which shall include utilities. The landlord may raise the rent for an extended term by providing ninety (90) days notice prior to the last day of the year of the current term, provided, however, that no increases in rent shall occur for the first extension of this lease.

### **Section 3. Late Charge**

In the event Lessee fails to pay the rental amount within twenty (20) days of the date upon which the rental is due, the amount of the delinquent payment shall bear interest at the rate of ten percent (10%) per month from the first day of the month in which the payment was due. In the event the Lessee fails to pay the rental and accrued interest for a period of two (2) consecutive months, after ten (10) days' notice to the Lessee, the Landlord shall have the right to terminate this Lease Agreement and declare the entire balance of the rent for the remainder of the term due and payable.

## **ARTICLE II** **Lessee's Covenants**

### **Section 1. Rent**

Lessee agrees to pay the rent as provided herein.

### **Section 2. Maintenance and Repairs**

Lessee has examined the Property and has entered into this Lease without any representation on the part of Landlord as to its condition except as may be contained elsewhere in this Lease. Lessee agrees that it will not injure or deface, or suffer to become injured or defaced, the properties, equipment or any part thereof. Lessee further agrees to take good care of the Property and, at the expiration of the lease term, Lessee will return the Property and equipment to Landlord's possession, along with all erections and additions made upon the same, including any fixtures installed by Lessee, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

In case of any damage or destruction of any kind to any improvement located on the Property caused by the carelessness, negligence or improper conduct on the part of Lessee or Lessee's agents,

employees, guests, licensees, invitees, subtenants or contractors, Lessee shall repair the damage as quickly as possible, at the Lessee's own cost and expense.

Notwithstanding any provision to the contrary, Landlord recognizes the right, but not the duty, to enter upon the Property to make those repairs which the Landlord deems necessary. If Landlord makes the repairs that are the Lessees' obligation, the cost of the repairs shall become additional rent due with the next minimum rental payment or thirty (30) days after the demand, whichever is earlier.

#### **Section 4. Personal and Real Property Taxes**

Lessee agrees to pay all personal property taxes levied upon fixtures, equipment, and other improvements now or hereafter located in or on said Property purchased or provided by Lessee, should there be any.

#### **Section 5. Insurance**

Lessee, at Lessees' own costs and expense, covenants to obtain and keep in full force and effect for the benefit of Landlord, during the entire term, comprehensive general liability insurance, insuring Lessee and Landlord against any and all liability or claims of liability for bodily injury, personal injury or property damage arising out of, occasioned by or resulting from any accidents, Lessees' operations, assumed liabilities or use of the Property with limits of not less than \$250,000, with such increases that Landlord may from time to time reasonably request.

The policy or policies of insurance described herein shall be underwritten to a company or companies authorized to do business in the state in which the Property is located, shall be reasonably satisfactory to Landlord, and Landlord shall be named "Loss Payee" or "Additional Insured" under said policy or policies and shall be delivered to the Landlord, together with evidence of payment of the premiums therefor, not less than fifteen (15) days prior to the expiration or termination date of any policy. Lessee shall deliver a renewal or replacement policy with proof of the payment of the premium.

Lessee shall, during the entire term of this Lease, keep in full force and effect, fire, extended coverage and all-risk insurance on the Property and all property belonging to the Landlord, in an amount equal to 100% of the full replacement and reconstruction cost but not less than \$250,000. The policy shall be issued in the name of the Lessee with an endorsement showing the interest of the Landlord and any proceeds paid by reason of loss shall be payable to the Landlord and Lessee as their interests may appear.

Lessee agrees to maintain appropriate fire equipment in accordance with all state and municipal fire regulations. If for any reason it shall be impossible to obtain fire or other hazard insurance on the building and improvements on the Property in accordance with these terms, the Landlord may, at any time thereafter, terminate this Lease by giving the Lessee fifteen (15) days notice in writing of the Landlord's intention and upon that date this Lease and term shall terminate.

#### **Section 6. Indemnification**

Lessee agrees to save, hold harmless, indemnify, and defend the Landlord, its agents, officers and employees, from and against all claims, demands, costs, loss, liability, or expense of every kind and nature, including reasonable attorney fees, for the defense arising from Lessees' occupancy of the Property or for any breach or default on the part of Lessee in the performance of any agreement of Lessee to be performed pursuant to the terms of this Lease Agreement or from any accident, act of negligence or misadventure arising from any action of Lessee, its employees, agents, licensees or business invitees.

This indemnity and defenses provision includes the payment of all attorney fees and cost incurred by the Landlord in defending against a claim whether suit is filed or not or even if the claim is frivolous or without merit. Lessee agrees to defend the proceedings at their sole cost by legal counsel reasonably satisfactory to Landlord if requested by Landlord.

To the extent permitted by law, Lessee waives and releases all claims against Landlord, its officers, directors, agents, employees and servants, from any liability for injury to person or damage to property

sustained by Lessee or by any occupant of the Property or any other person, occurring in or about the Property resulting from any condition, defect or from any accident, negligence or omission of any Lessee, occupant of the Property or any other person. This paragraph shall apply especially, but not exclusively, to damage caused by the flooding of basements or other areas or by sprinkling devices, or the bursting or leaking of pipes or plumbing fixtures.

#### **Section 7. Unlawful Use, Endanger Insurance**

Lessee agrees not to make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law, ordinance, rule or regulation of the United States, State of Wyoming, Natrona County or City of Mills, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the premises and/or improvements or to increase the premium thereof.

#### **Section 8. Alterations, Improvements, Signs, Etc.**

Lessee agrees not to make any improvements, alterations or additions in or to the Property without the written consent of the Landlord or suffer any signs to be placed upon the buildings or structures except such as the Landlord shall approve. All signs advertising Lessees' business will be in conformance with the City of Mills ordinances. A request to place reasonable signage at the premises shall not be denied.

Lessee may, at the end of the Lease term if Lessee is not in default, remove their movable fixtures and equipment. Upon expiration or termination of this Lease, if so requested by Landlord, Lessee shall remove the improvements, alterations, and/or additions made by Lessee, whether or not they are fastened to the Property; provided, however, that Lessee shall fully repair damage of any kind or character occasioned by the removal of improvements, alterations and/or additions and shall leave the Property in a good, clean and sanitary condition.

**Section 9. Assignment and Subletting**

Lessee will not assign, convey, mortgage, pledge, or encumber the premises or this Lease without first obtaining the written consent of the Landlord except as herein permitted. The giving of consent to any subletting or granting of any use or concession is within the absolute and sole discretion of Landlord, but shall not be unreasonably denied by the Landlord.

**Section 10. Permission to Enter**

Landlord and its representatives shall have the right to enter the Property at all reasonable times to inspect the Property, to make repairs, to maintain the Property, to post such reasonable notices as Landlord may desire to protect its rights, or during the sixty (60) days prior to the expiration of this Lease, to exhibit the Property to prospective Lessees and to place upon the doors and/or windows of the Property any usual or ordinary "To Let," "To Lease," or "For Rent" signs provided they do not cover Lessee's signage.

**Section 11. Holdover**

Lessee shall surrender the premises to Landlord immediately upon termination of this lease agreement and shall have no rights in the premises thereafter. If Lessee fails to surrender the premises as aforesaid, Lessee shall thereafter be a tenant at sufferance and shall pay rentals to Landlord at the prorated monthly rate plus and additional Fifty Dollars (\$50.00) per day, until delivery of the respective property to the Landlord. Landlord shall be entitled to use all legal proceedings to remove the Buyer from the premises, including, without limitation, an action for forcible entry and detainer.

Lessee shall also be liable for any damages incurred by Landlord as a result of Lessee's holding over past the termination of this lease agreement.

Acceptance of rent after expiration of this lease agreement shall not be construed to be a renewal hereof.

**Section 12. Waiver of Future Breach of Covenants.**

No assent, express or implied, by the Landlord to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

### **Section 13. Damage or Destruction.**

In case of fire or other casualty, the Lessee shall give immediate notice to the Landlord. In the event of damage or destruction of all or any part of any building located on the land comprising the Property, Lessee and Landlord shall each have the option of terminating this Lease within sixty (60) days after the damage. In the event this Lease is not terminated, there shall be an abatement of rent while the Property is reconstructed, and thereafter, Lessee shall remain liable for all rents, covenants, and obligations in this Lease. The parties, as their interest may occur, agree to diligently pursue making repairs to the Property. If the repairs to the Premises are not completed within one hundred eight (180) days of the damage or destruction, either party shall have the right to terminate this Lease at any time thereafter.

## **ARTICLE III**

### **Landlord's Covenants**

#### **Section 1. Quiet Enjoyment**

Lessee shall peaceably hold and enjoy the respective properties so long as Lessee is in compliance with the terms of this lease agreement and not in breach or default under any of the terms and conditions.

#### **Section 2. Encumbrance**

Landlord may encumber the property provided such encumbrance does not interfere with Lessee's use of the respective properties.

#### **Section 3. Sale of Premises**

Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the building and property referred to herein. In the event the property is sold or conveyed by Landlord to a third party or a Contract for sale to a third party is entered into on the property, this lease

shall be deemed to be assigned from the Landlord to the grantee and all rights and remedies contained in this lease agreement and under the laws of the state of Wyoming shall continue in full force and effect until the expiration of the present lease term and inure to the grantee. In such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord.

#### **ARTICLE IV** **Default or Breach**

If the Lessee or its representatives or assigns shall breach this lease agreement by neglecting or failing to perform and observe any covenant made by Lessee herein Landlord may seek specific performance under the terms of this lease agreement and enforce the terms hereof against Lessee or its representatives or assigns as if no breach or default had occurred, all without prejudice to any other remedies which might otherwise be used by the Landlord for unpaid rent, past or future, or any breach of the Lessee's covenants.

Any breach that shall continue uncured for fifteen (15) days after written notice of such breach by Landlord, or if Lessee should default more than once in any TWELVE (12) month period, or if Lessee's leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or if Lessee shall make an assignment of this lease agreement for the benefit of its creditors; then the Landlord may, immediately or at any time thereafter, without further notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the Lessee and those claiming under Lessee, and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, civil or criminal thereupon or for any damages whatsoever occasioned by the removal of Lessee or Lessee's property.

Upon a breach Landlord may elect to terminate this lease agreement or seek the remedies provided herein or both. In addition to any and all other legal remedies and rights, Landlord may

declare the entire balance of the rent for the remainder of the term to be due and payable and terminate this Lease and retake possession of the Premises.

Lessee shall pay any damages sustained by the Landlord as a result of any breach or default by Lessee, including, but not limited to, the following:

1. *Cost* of repairing damages to the Property not covered by insurance; and
2. *Lost* rents for the remainder of the lease term, including any notice of termination period, whether or not the Property remains vacant; and
3. Costs and expenses of obtaining possession of the premises and reletting same, and costs of obtaining additional rents from Lessee,

All costs and fees incurred by Landlord in enforcing any of Landlord's rights hereunder whether with or without suit, specifically including all attorneys' fees. The parties recognize this can result in a harsh remedy, but they have entered into this lease agreement knowing the same and bargaining and agreeing to the same.

No failure of Landlord or his agent or successor to enforce any term of this lease agreement shall be deemed a waiver, nor shall any acceptance of a partial or late payment of rent be deemed a waiver of Landlord's right to the balance or agreement to modify the time or amount for future payments.

## **ARTICLE VIII**

### **Miscellaneous Provisions**

#### **Section 1. Amendments**

This agreement may be modified, amended, or surrendered only by an instrument in writing duly executed by Landlord and Lessee..

#### **Section 2. Binding on Successors**

It is mutually understood and agreed that the covenants and agreements contained in the within lease agreement shall be binding upon the parties hereto and upon their respective heirs, successors, assigns, legal representatives, and personal representatives.

**Section 3. Notices**

Any notice to be given by either party to the other pursuant to the provisions of this lease agreement shall be in writing and shall be given by certified or registered mail, return receipt requested, addressed to the party for whom it is intended at the address stated below or at such other address as it may be later designated in writing as hereafter provided.

Landlord	Lessee:
Town of Mills 704 Fourth Street, Mills, Wyoming, 82644	_____

No party shall demand or complain of a failure to receive written notice of any breach or default under this lease agreement prior to commencement of any action if that party in fact had actual notice of such breach or default.

**Section 5. Severability**

If any part of this Agreement shall be construed to be unenforceable, the remaining parts shall remain in full force and effect as though any unenforceable part were not written into this lease agreement.

**Section 6. Construction**

The headings or sections and numbers of those heading sections of this agreement are for convenience and are not necessary to the agreement. Any reference to the singular shall apply to the plural.

**Section 7. Governing Law**

This agreement is governed by the Laws of the State of Wyoming in effect at the time of making this agreement.

**Section 8. Jurisdiction and Venue**

The parties agree and stipulate that any action concerning this agreement is properly venued in Converse County, Wyoming in the District or Circuit Court for Converse County, Wyoming with proper jurisdiction regarding the dispute of the parties.

**Section 9. Time**

Time is of the essence in all provisions of this lease agreement.

**Section 10. Duplicate Originals**

This agreement may be executed in duplicate; each duplicate shall be considered an original agreement.

**Section 11. Entire Agreement**

The foregoing constitutes the entire agreement between the parties. All prior agreements or representations, written or oral have been superseded by this agreement or those terms or representation included herein as the parties have agreed during the course of negotiating this agreement.

*IN WITNESS WHEREOF*, the parties have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021 to be effective April 1, 2021.

Town of Mills:

Lessees

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: