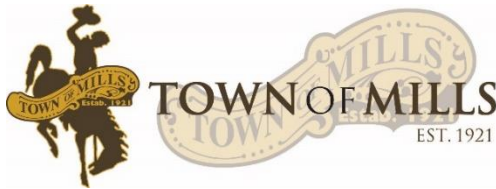


**REGULAR TOWN
COUNCIL MEETING
September 15, 2020
7:00 PM
Town Hall**



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

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Minutes

- [1.](#) Council Meeting Minutes from 8-25-2020
- [2.](#) Special Meeting Minutes 9-1-2020
3. Approval of the Executive Meeting Minutes from 8-25-2020 for a Real-Estate Issue

Town Licenses

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

Financial Approvals

- [5.](#) Fire Payroll,
- [6.](#) Fire Payroll,
- [7.](#) Regular/Police Payroll
- [8.](#) Court Income for July 2020
- [9.](#) Town Income Report July 2020
- [10.](#) Town Income Report Aug 2020
- [11.](#) Bill Report

ORDINANCES AND RESOLUTIONS

- [12.](#) **Ordinance 748:** THIRD AND FINAL READING: Annexing Rivers Crossing
- [13.](#) **Ordinance 749:** THIRD AND FINAL READING: Amending the Zoning Code
- [14.](#) **Resolution 2020-39:** A Resolution Authorizing Submission of A Federal Mineral Royalty Capital Construction Account Grant Application to the State Loan and Investment Board on Behalf of the Town of Mills for a grant for the Mills Fire Department for a New Truck

- 15. Resolution 2020-40:** A Resolution Authorizing Submission of a Coronavirus Relief Grant Application to the State Loan and Investment Board on Behalf of the Governing Body.
- 16. Resolution 2020-41:** A RESOLUTION AUTHORIZING THE DEVELOPMENT OF A COMMUNITY GARDEN
- 17. Resolution 2020-42:** A RESOLUTION AUTHORIZING CESSATION OF PARTICIPATION IN CITY OF CASPER RECYCLING PROGRAM

COUNCIL APPROVALS

- 18.** Council Approval of the Agreement with Environmental and Civil Solution LLC for the Buffalo Addition
- 19.** Council Authorizes the Mayor to Sign the Grant Agreement with Wyoming Energy Authority

OPEN DISCUSSION

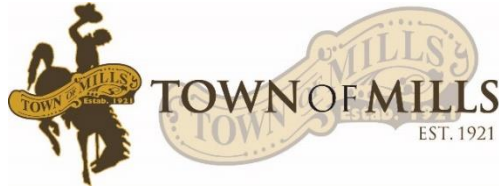
ADJOURNMENT

NEXT MEETING - September 29th, 2020 @ 7:00pm/ October 13th, 2020 at 7:00pm/ October 27th, 2020 @ 7:00pm

NEXT WORK SESSION - September 15th, 2020 @ 6:00pm/ September 29th, 2020 @ 6:00pm/ October 12th, 2020 @ 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 Town Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

**REGULAR TOWN
COUNCIL MEETING
August 25, 2020
7:00 PM
Town Hall**



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

MINUTES

CALL TO ORDER

Mayor called the meeting to order at 7:00pm.

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Minutes

- 1. Meeting Minutes from 8-11-2020

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

- 2. Executive Session Meeting 8-11-2020 for a Personnel Issue

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

Town Licenses

- 3. Business & Contractor Licenses New & Renewal

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

Financial Approvals

- 4. Fire Payroll,

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

- 5. Regular/Police Payroll

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

- 6. Bills Report 8-25-2020

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

ORDINANCES AND RESOLUTIONS

- 7. Ordinance 748: Second Reading: Annexing Rivers Crossing

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

- 8. Ordinance 749: Second Reading: Amending the Zoning Code

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

COUNCIL APPROVALS

- 9. Council Approval of the Bids for Vehicles for The Town:

Sanitation Truck: \$100,000

Police Car: \$39,941.00

Community Service Officer Vehicle: \$29,196.00

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

10. Council Authorizes the Mayor to Sign the Proclamation for Declaring September 2020 as Hunger Awareness Month

Samantha Maxwell from Food for Thought was here to talk about the needs and to thank us for helping them out. Mountain Baptist Church here in Mills help them out already and they are looking for help. The Mayor asked what the town can do for you. She stated that we need volunteers. Their warehouse is in Evansville and they do about 3000 boxes each time. They need help on the 1sts and 3rd Saturdays. Samantha also wanted to thank the council for making September Hunger Awareness Month.

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

11. Council Approval of the July 2020 Evansville Animal Income

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

12. Council Authorizes the Mayor to Sign the Verizon Purchasing Entity Agreement

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

OPEN DISCUSSION

EXECUTIVE SESSION

13. Real-Estate Issue

Mayor asked for a motion to go into Executive Session for a Real-Estate Issue. Councilman Wales made the motion at 7:05pm to go into an executive session for a real-estate issue. Councilman McCarthy seconded. Voting Yea: Mayor Coleman, Council President McCarthy, Council Member Ives, Council Member Hollander and Council Member Wales.

Back from Executive Session at 7:38pm. Mayor asked for a motion to approve a real-estate purchase with modifications for Tract A.

ADJOURNMENT

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

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

NEXT MEETING - September 15th, 2020 @ 7:00pm/ September 29th, 2020 @ 7:00pm/ October 13th, 2020 @ 7:00pm

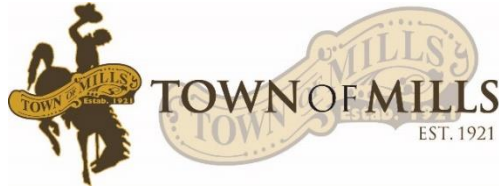
NEXT WORK SESSION - September 14th, 2020 @ 9:00am/ September 15th, 2020 @ 6:00pm/ September 29th, 2020 @ 6:00pm

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

Mayor, Seth Coleman

Town Clerk, Christine Trumbull

**SPECIAL COUNCIL
MEETING
September 01, 2020
7:00 PM
Town Hall**



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

MINUTES

Mayor called the Meeting to Order at 7:00pm.

PRESENT

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

1. **Resolution 2020-38:** A Resolution Authorizing the Town of Mills Wyoming to Take Certain Actions in Regards to the Wardwell Water and Sewer District to Facilitate the Dissolution of the Wardwell Water and Sewer District and to Assume Operation of the Wardwell Water and Sewer District's System

Motion made by Council President McCarthy, Seconded by Council Member Ives.

The Mayor asked if there was any questions. Councilman Wales stated he wanted to know what all this was about. He was not sure what is happening. Councilman Wales wanted to know what all this means. He can't remember talking about this. Mayor stated that there is two town involved with this. The Town of Mills and Town of Bar Nunn. Usually, when a town is established the special district is to be absorbed. Like what we did in Mountain View. The Mayor stated that the Town of Bar Nunn was established in 1982 and Wardwell was formed in 1969. The Town of Bar Nunn tried to do that before but Wardwell had to much debit at that time. You cannot take over a system if it has debit. The rates that Wardwell charges are much higher than anywhere else. Plus an extra 8mills of property tax is being charged to the home owners. So like in the Town Mills, the property owner only pays 8mills, where in Bar Nunn they pay 16 mills. Wardwell takes that extra 8mills and puts in a reserve account. They have about 2 to 3 million in reserves. The water pressure in Bar Nunn is low. The residents and business have no support. The tanks need work. The Fire Department in Bar Nunn went to hook onto water hydrant and got negative pressure. They then received a letter from the attorney of Wardwell saying that they have negative pressure on the main and that cannot happen. When it is Wardwells fault. Matt Williams the Town of Mills Engineer and Ray Cavalier the Town of Bar Nuns Engineer have a plan on how to operate the system and get it working for everyone. Mayor showed a map of the areas that were being discussed. Councilman Wales wanted to know what we will have to pay to get this all done. Councilman Hollander as well wanted to know what tank is feeding them. Mayor again, showed on the map where the tanks are and where the flumes are. The flumes measure the volume of water in the areas. Councilman Hollander stated how this would be split up. Mayor stated that 80% would be Bar Nunn. 10-15% would be unincorporated and 5-15% would be Town Of Mills. Mayor talked about the battle the Town of Mills has had with Wardwell. They have been trying to get out plants shut down. Our tanks in Mills will in the future need to be upgraded because it will be undersized. But we have lots of time for that. If Dempsey Acres was to come in then we will have to look at doing something. Councilman Hollander asked do we need to put more people on and what will the cost be. Mayor stated that we will have to add personnel at some point. It will be bring in more revenue to the town. What is being done now is that tonight we need to pass this resolution before you and Bar Nunn is doing the same. A petition is going around with a cover letter stating what is

happening and need to get people to sign. Then we will take this back to the County Commissioners and show them what we have done. Bar Nunn is doing the heavy lifting in this. We will be here for support and gain our 5-15%. Councilman Hollander asked what will happen to the unincorporated areas. The Mayor stated that can stay with Wardwell. It is in Casper's growth boundaries. Councilman Hollander explained that the infrastructure in the unincorporated area is horrible. We do not want anything to do with that. County does not put a dime into that area and we should not as well. It should not be the town's property to take care of. Hollander stated as well that it will only be water and sewer not roads right? Mayor stated right. The area we will have the pipes and infrastructure is not bad there will be some repairs but hopefully not much. Councilman Ives stated that at the end of the day we will be making more money than we are losing. Mayor asked if there was any more questions. Councilman Wales thanked him for a good speech and feels he know more about this situation now.

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

OPEN DISCUSSION:

None

ADJOURNMENT:

Mayor asked for a motion to adjourn the meeting at 7:34pm

Motion made by Council Member Ives, Seconded by Council President McCarthy.

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

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

Mayor, Seth Coleman

Town Clerk, Christine Trumbull

Council Meeting SEPT 15, 2020

Item # 4.

NEW BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Golden Ticket Concessions	N/A	Yes
2	The Rusty Bucket	N/A	Yes
3	War Pony	N/A	N/A

RENEWAL BUSINESS LICENSES

	BUSINESS NAME	FIRE INSPECTION	INSURANCE
1	Antler Taxidermy & Arts	Yes	Yes
2	CLE Prperties	Yes	Yes
3	Environmental & Civil Solutions	N/A	Yes
4	Fiberglass & Moore	Yes	Yes
5	G-Ma's Diner	Yes	Yes
6	MQ Enterprises	Yes	Yes
7	Paul Does It All	N/A	N/A
8	Rocky Mountain Weed Control	Yes	Yes
9	Taco Johns	Yes	Yes
10	VRC Companies	N/A	Yes
11	Waste Connections of Wyoming	Yes	Yes
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			

Council Meeting SEPT 15, 2020

Item # 4.

NEW CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	Swanson Construction	Yes	Yes	N/A
2	T & O Construction	Yes	Yes	N/A

RENEWAL CONTRACTOR LICENSES

	BUSINESS NAME	CONTRACTOR ID	INSURANCE	FIRE
1	AC Electric Service	Yes	Yes	N/A
2	Atlantic Electric	Yes	Yes	N/A
3	Cashe Valley Electric	Yes	Yes	N/A
4	Comtronix	Yes	Yes	N/A
5	Davidson Mechanical	Yes	Yes	N/A
6	Kenny's Mobile Home Movers	Yes	Yes	N/A
7	King Enterprises	Yes	Yes	Yes
8	Sharkey's All Phase Electric	Yes	Yes	N/A
9	Twin Peaks Builders	Yes	Yes	N/A
10				
11				
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22				
23				

License # 9714

Application for Business License - Town of Mills

DATE 8-15-20

Item # 4.

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



I, Jason Booth, the Member of Golden Ticket Concessions LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 3456 Applegate Drive Casper, WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID
AUG 19 2020
TOWN OF MILLS

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

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

period of ONE year, beginning the 15 day of SEPTEMBER, 2020.

Business mailing address: 3456 Applegate Drive
City Casper State WY Zip 82604

Business phone number: (307) 337-1194 WY Tax ID Number: 01012310

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

Signed Jason Booth Print Name Jason Booth
Fee is to be PAID before license is approved

OFFICE USE ONLY
I, CHRISTINE THUMBELL, Town Clerk
of the Town of Mills Wyoming, do hereby certify
that the above license was read, examined and
was / was not granted at a regular meeting of
the Town Council held on the 15 day
of SEPTEMBER, 2020
Attest _____
Town Clerk
JTB

A business license is required for ANY business to operate within the Town of Mills. If your main location is not in Mills, but you come into Mills to sell, or to perform a service, a license is required.
Please call Town Hall at 234.6679 if you have any questions.
You may fax your insurance to 307.234.6528. To schedule your Fire Inspection call 307.439.1245.

OFFICE USE ONLY
Insurance Expiration Date: 5-1-2021 Fire Inspection Completed Date: 11/14

Mountain West Farm Bureau
Mutual Insurance Company
P.O. Box 1348, LARAMIE, WY 82073-1348
(307) 745-4835

THANK YOU FOR YOUR BUSINESS Item # 4.

↓ HERE IS YOUR INSURANCE CARD ↓



AGENT NAME:
AGENT PHONE: 307-234-5515
POLICY: NEW

GOLDEN TICKET CONCESSIONS, LLC
3456 APPLGATE DR
CASPER, WY 82604

9714

INSURANCE IDENTIFICATION CARD
NAIC# 29440
Mountain West Farm Bureau
Mutual Insurance Company
P.O. BOX 1348 - LARAMIE, WYOMING 82073-1348 - 307-745-4835

INSURED: GOLDEN TICKET CONCESSIONS,
LLC
3456 APPLGATE DR
CASPER, WY 82604

POLICY NUMBER: NEW
EFFECTIVE DATE: 5/11/2020 EXPIRATION DATE 5/11/2021
VEHICLE INSURED Commercial Auto, Truck-Tractor, Trailer
YR: 2003 MAKE:FORD VIN: 1FTRF17223NB41842

MUST BE CARRIED IN VEHICLE AT ALL TIMES

IF YOU HAVE AN ACCIDENT:
1) Obtain names, addresses, driver's license numbers, and insurance information of all persons involved.
2) Make no statement or admission of liability and sign no statements except as required by law.
3) Report the accident immediately to your agent.

Mountain West Farm Bureau
Mutual Insurance Company
P.O. Box 1348, LARAMIE, WY 82073-1348
(307) 745-4835

THANK YOU FOR YOUR BUSINESS

↓ HERE IS YOUR INSURANCE CARD ↓

AGENT NAME:
AGENT PHONE: 307-234-5515
POLICY: NEW

GOLDEN TICKET CONCESSIONS, LLC
3456 APPLGATE DR
CASPER, WY 82604

INSURANCE IDENTIFICATION CARD
NAIC# 29440
Mountain West Farm Bureau
Mutual Insurance Company
P.O. BOX 1348 - LARAMIE, WYOMING 82073-1348 - 307-745-4835

INSURED: GOLDEN TICKET CONCESSIONS,
LLC
3456 APPLGATE DR
CASPER, WY 82604

POLICY NUMBER: NEW
EFFECTIVE DATE: 5/11/2020 EXPIRATION DATE 5/11/2021
VEHICLE INSURED Commercial Auto, Truck-Tractor, Trailer
YR: 2019 MAKE:LONGHORN VIN:

MUST BE CARRIED IN VEHICLE AT ALL TIMES

IF YOU HAVE AN ACCIDENT:
1) Obtain names, addresses, driver's license numbers, and insurance information of all persons involved.
2) Make no statement or admission of liability and sign no statements except as required by law.
3) Report the accident immediately to your agent.

License # 9718

Application for Business License - Town of Mills

DATE 8/18/2020

Incomplete Applications will be returned. Complete all fields in RED



I, Jeanne Engelhaupt, the The Rusty Bucket, LLC of The Rusty Bucket, LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at Wyoming license available + posted in trailer
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID
AUG 19 2020
TOWN OF MILLS

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

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

period of ONE year, beginning the 15 day of SEPTEMBER, 2020.

Business mailing address: 15 Chris lane
City Rozet State WY Zip 82727

OFFICE USE ONLY
I, CHRISTINE TRUMBULL, Town Clerk of the Town of Mills Wyoming, do hereby certify that the above license was read, examined and was / was not granted at a regular meeting of the Town Council held on the 15 day of SEPTEMBER, 2020.
Attest _____
Town Clerk

- Business phone number: 307-299-7497 WY Tax ID Number: _____
- Do you travel in and out of Mills, WY for your Business? YES NO
- Do you have any type of equipment, trucks, cars, trailers, materials, etc. that will be parked at your business location in Mills, WY? YES NO If YES, how many? TRUCK + concession trailer
- Does your business operate out of a commercial building? YES NO
- Does your business operate out of a residential home? YES NO
- Is your business mobile (i.e. Taxi, Handyman, Construction, etc.)? YES NO

Signed Jeanne Engelhaupt Print Name Jeanne Engelhaupt
Fee is to be PAID before license is approved

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

OFFICE USE ONLY
Insurance Expiration Date: 5-6-2021 Fire Inspection Completed Date: _____




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/12/202

Item # 4.

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

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

PRODUCER License # 6024 HUB International Mountain States Limited PO Box 819 Gillette, WY 82717	CONTACT NAME: Laurie Minchow PHONE (A/C, No, Ext): (307) 823-6113 E-MAIL ADDRESS: laurie.minchow@hubinternational.com	FAX (A/C, No): (866) 626-4916 NAIC #
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty	13021
INSURED The Rusty Bucket LLC 15 Chris Lane Rozet, WY 82727		

9718

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60525724	8/6/2020	8/6/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60525724	8/6/2020	8/6/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60525724	8/6/2020	8/6/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

The Rusty Bucket LLC
15 Chris Lane
Rozet, WY 82727

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

AUTHORIZED REPRESENTATIVE

License # 9715

Application for Business License - Town of Mills

DATE 8/21/2020

Item # 4.



Incomplete Applications will be returned. Complete all fields in RED

I, Heather Hart, the Sole Member of War Pony LLC
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 4515 Meier Rd Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

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

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

period of ONE year, beginning the 15 day of SEPTEMBER, 2020.

Business mailing address: 4515 Meier Rd
City Casper State WY Zip 82604

Business phone number: 307.277.1419 WY Tax ID Number: 01012543

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

Signed [Signature] Print Name Heather Hart

Fee is to be PAID before license is approved

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

OFFICE USE ONLY
Insurance Expiration Date: N/A Fire Inspection Completed Date: N/A

PAID
AUG 21 2020
TOWN OF MILLS

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

OFFICE USE ONLY
I, CHRISTINE TRNABULL, Town Clerk of the Town of Mills Wyoming, do hereby certify that the above license was read, examined and was / was not granted at a regular meeting of the Town Council held on the 15 day of SEPTEMBER, 2020.
Attest _____
Town Clerk

License # 9716

Application for Contractor License - Town of Mills

DATE _____



Incomplete Applications will be returned. Complete all fields in RED

I, Michael Swanson, the owner of Swanson Construction
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 6440 Spicus Road Casper WY 82604
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

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

PAID
AUG 28 2020
TOWN OF MILLS

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

period of ONE year, beginning the 15 day of SEPTEMBER, 2020.

Business mailing address: Swanson Construction
City Casper State WY Zip 82604

Business phone #: 307-234-3775 Contractor ID #: _____

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

Signed Michael Swanson Print Name Michael Swanson

Fee is to be PAID before license is approved

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

OFFICE USE ONLY

I, CHRISTINE TRUMBULL, Town Clerk of the Town of Mills Wyoming, do hereby certify that the above license was read, examined and was / was not granted at a regular meeting of the Town Council held on the 15 day of SEPTEMBER, 2020.

Attest _____
Town Clerk

Fire Inspection Fire Inspection Completed Date N/A

Proof of Liability Insurance: Insurance Expiration Date 7-1-2021

Contractor License Contractor License Expiration Date 12-31-2020

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2020

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

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

PRODUCER The Bon Agency Insurance P.O. Box 1729 Casper WY 82602		CONTACT NAME: Kellie Speth PHONE (A/C, No, Ext): (307) 234-4551 FAX (A/C, No): (307) 237-2237 E-MAIL ADDRESS: kspeth@bonagency.com	
INSURED Michael Swanson DBA: Swanson Construction 6940 Speas Rd Casper WY 82604		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	



COVERAGES **CERTIFICATE NUMBER:** CL2071004000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZG2487	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZG2487	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Town of Mills 704 4th St PO Box 789 Mills WY 82644	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

SCANNED 

9716


SCANNED



City of Casper, Wyoming

SWANSON CONSTRUCTION

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

General II

CL-19-556

This License Expires: 12/31/2020

Natrona County Building Department

Casper, Wyoming

Number GCII-010

Identification Card

This is to certify that

SWANSON CONSTRUCTION

Has met the license requirements to perform work in Natrona County as

~~GENERAL CONTRACTOR CLASS 2~~

This license expires: December 31, 2020

Unless cancelled or revoked. Must be carried on person. Good only
when signed by the Building Official or authorized designee.

Jason Gutierrez

Natrona County Development Department

License # 9717

Application for Contractor License - Town of Mills

DATE 8-25-20



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

I, Octavio Cuevas, the Owner of Tto Construction
NAME TITLE (i.e. owner, manager, etc.) BUSINESS NAME (as it will appear on the license)

located at 2181 Lexington Ave Casper WY 82609
BUSINESS PHYSICAL STREET ADDRESS CITY, STATE, ZIP

- New
- Renewal
- Expired (fee is doubled)

Commercial \$35.00

PAID
AUG 25 2020
TOWN OF MILLS

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

period of ONE year, beginning the 15 day of SEPTEMBER, 2020.

Business mailing address: 2181 Lexington Ave
City Casper State WY Zip 82609

Business phone #: 307-277-0023 Contractor ID #: 2018-000797651

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

Signed [Signature] Print Name Octavio Cuevas

Fee is to be PAID before license is approved

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

Fire Inspection Fire Inspection Completed Date N/A

Proof of Liability Insurance: Insurance Expiration Date 8-11-2021

Contractor License Contractor License Expiration Date 8-11-2021

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

OFFICE USE ONLY

I, CHRISTINE TRUMBULL, Town Clerk
of the Town of Mills Wyoming, do hereby certify
that the above license was read, examined and
was / was not granted at a regular meeting of
the Town Council held on the 15 day
of SEPTEMBER, 2020.

Attest _____
Town Clerk

[Handwritten mark]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

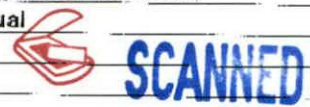
08/12/20

Item # 4.

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

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

PRODUCER Jonathan Schrack <i>NEW</i> 1740 East 2nd St. Casper, WY 82601		CONTACT NAME: PHONE (A/C, No, Ext): (307) 234-1522 E-MAIL: jonschr2002@yahoo.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____	
INSURED T & O Construction 2181 Lexington Ave CASPER, WY 82609		INSURER A: Liberty Mutual INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	



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

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BWG61856136	08/11/20	08/11/21	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 15,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	DED RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Carpentry

CERTIFICATE HOLDER Town of Mills PO Box 789 Mills, WY 82644 fax 234-6528	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

9717

Item # 4.

 **SCANNED**



T & O Construction

Has met the requirements set forth by the Town of Mills and is
Competent to perform work as a

GENERAL CONTRACTOR

TM-01-2020

This License Expires: **08/11/2021**

Unless cancelled or revoked. Good only when signed by the
Building Official or authorized designee.

Kevin O'Hearn

Town of Mills Building Department



PAYROLL

Meeting Date: September 15th, 2020

Payroll Type: Fire Payroll,

Date Range: August 8th, 2020 to August 19th, 2020

NET..... \$9,540.06

DEDUCTIONS.....\$3670.40

Federal Taxes.....\$868.00

Medicare..... \$177.51

Retirement \$1353.41

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$13,210.46

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: September 15th, 2020

Payroll Type: Fire Payroll,

Date Range: August 20th, 2020 to August 31st, 2020

NET..... \$10,018.14

DEDUCTIONS.....\$3895.67

Federal Taxes.....\$1011.00

Medicare..... \$187.72

Retirement \$1425.47

Union Dues..... \$175.00

Supplemental Insurance.....\$146.38

Insurance.....\$950.10

TOTAL PAYROLL.....\$13,913.81

Town Clerk, Christine Trumbull

Mayor, Seth Coleman



PAYROLL

Meeting Date: September 15th, 2020

Payroll Type: Regular/Police Payroll

Date Range: August 17th, 2020 to August 30th, 2020

NET..... \$68,840.19

DEDUCTIONS.....\$27,845.79

Federal Taxes.....\$7786.00

Medicare..... \$1354.80

Retirement \$8462.76

Social Security.....\$5793.04

Supplemental Retirement..... \$910.00

Supplemental Insurance.....\$549.98

Insurance.....\$2989.21

TOTAL PAYROLL.....\$96,685.98

Town Clerk, Christine Trumbull

Mayor, Seth Coleman

COURT INCOME REPORT

Item # 8.

July 2020

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	7/1-7/2	\$883.00		\$290.00				\$96.36	\$1,076.64
Court Report		\$883.00		\$290.00				\$96.36	\$1,076.64
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	7/6-7/10	\$6,928.00	\$2,220.00	\$840.00					\$5,548.00
Court Report		\$6,928.00	\$2,220.00	\$840.00					\$5,548.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	7/13-7/17	\$4,043.00	\$440.00	\$690.00					\$4,293.00
Court Report		\$4,043.00	\$440.00	\$690.00					\$4,293.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	7/20-7/24	\$4,585.00		\$988.00					\$5,573.00
Court Report		\$4,585.00		\$988.00					\$5,573.00
								Difference	\$0.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	7/27-7/31	\$6,717.00	\$1,820.00	\$560.00					\$5,457.00
Court Report		\$6,717.00	\$1,820.00	\$560.00					\$5,457.00
								Difference	\$0.00

Sales Activity Month Total	\$21,947.64
Proceedings Report Month Total	\$21,947.64
Difference	\$0.00
Court Proceedings Check	\$21,947.64

Division of Victim Services Checks

Completed by: Christina Pope
Town Treasurer

Approved by: Marcy Satterfield
Court Clerk

Attested by: [Signature]
Town Clerk



July 2020 Account Balances

Repo	\$484,948.71
Water Deposit	\$74,300.63
Ambulance	\$500.00
Municipal Court	\$19,137.05
Court Bond	\$3,935.04
Police	\$926.01
Steel Eagle	\$500.01
WGIF Water Reserve	\$19,035.25
WGIF Sewer Reserve	\$128,311.38
WGIF Sanitation Reserve	\$207,965.63
WGIF General Fund Reserve	\$366,038.46
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,860.71
WGIF Sewer Tap Reserve	\$90,443.15
WGIF Police Reserve	\$23,326.55
WGIF Parks Reserve	\$670.73
WGIF FD Trust Fund	\$197,975.68
WGIF #146 Radio Read Fund	\$21,028.98
Totals	\$1,671,903.97

Christina Pope

Town Treasurer, Christina Pope

Mayor, Seth Coleman



August 2020 Account Balances

Repo	\$525,637.71
Water Deposit	\$74,700.63
Ambulance	\$500.00
Municipal Court	\$11,896.46
Court Bond	\$5,618.04
Police - FIB	\$880.01
Police - Jonah	\$324.75
Steel Eagle	\$500.01
WGIF Water Reserve	\$111,199.68
WGIF Sewer Reserve	\$132,056.44
WGIF Sanitation Reserve	\$212,841.25
WGIF General Fund Reserve	\$486,079.46
WGIF General Fund CD's	\$0.00
WGIF Reserve	\$32,863.94
WGIF Sewer Tap Reserve	\$90,452.03
WGIF Police Reserve	\$23,743.89
WGIF Parks Reserve	\$670.80
WGIF FD Trust Fund	\$177,257.87
WGIF #146 Radio Read Fund	\$21,031.05
Totals	\$1,908,254.02

Town Treasurer, Christina Pope

Mayor, Seth Coleman



BILLS

Meeting Date: September 15th, 2020

Bills

PETTY CASH.....	\$0.00
VOUCHERS.....	\$154,223.98
MANUAL CHECKS TOWN HALL.....	\$149,435.25
MANUAL CHECKS COURT.....	\$1560.00
VOIDED CHECKS.....	\$97,227.65



CHECK LIST FOR
September 15th, , 2020
COUNCIL MEETING

Town Hall

8-21-2020	25649-25650	Transmittals
8-22-2020	25651	Manual
8-24-2020	25652-25666	Manual
8-27-2020	25667	Void
8-27-2020	25668-25670	Manuals
9-1-2020	25671-25676	Transmittals
9-1-2020	25677-25682	Manual
9-8-2020	25683-25720	Vouchers
	Court	
8-25-2020	1178	Void
8-25-2020	1179	Manual
9-3-2020	1180-1182	Manual

COUNCIL:

MAYOR:

TOWN CLERK:



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

Town Hall

September 15th, 2020

COUNCIL MEETING

8-24-2020	25651	Fun on the Go	Summer Fest	\$2,200.00
8-24-2020	25652	l'Scream	Summer Fest	\$87.74
8-24-2020	25653	Lost Arrow Catering	Summer Fest	\$60.00
8-24-2020	25654	His Outpouring	Refund for Hall Rental	\$400.00
8-24-2020	25655	Rockin Burger N Dogs	Summer Fest	\$46.50
8-24-2020	25656	Rocky Mountain Power	Utilities	\$680.46
8-24-2020	25657	WYDOT MVS	CATC Plates	\$5.00
8-24-2020	25658	307 Mobile Music	Summer Fest	\$350.00
8-25-2020	25659	The Rusty Bucket	Summer Fest	\$54.00
8-25-2020	25660	Verizon	Cell phones	\$1402.65
8-25-2020	25661	Recycled Materials LLC	Pay Est #3	\$82,347.40
8-25-2020	25662	PageFreezer Software	Social Media Records Compliance	\$2555.00
8-25-2020	25663	Wyoming Financial Insurnace	Health Insurance	\$52,347.35

Town
Hall

2,200.00+
 87.74+
 60.00+
 400.00+
 46.50+
 680.46+
 5.00+
 350.00+
 54.00+
 1,402.65+
 82,347.40+
 2,555.00+
 52,347.35+
 58.78+
 14.29+
 333.35+
 221.12+
 138.66+
 244.61+
 5,720.01+
 50.58+
 50.58+
 46.33+
 20.84+

024

149,435.250
 149,435.25x



8-25-2020	25664	Papa's Pork Chop	Summer Fest	\$58.78
8-25-2020	25665	Mark Siedschlad	Water Deposit Refund	\$14.29
8-27-2020	25666	Noridian Medicare	Refund for overpayment	\$333.35
8-27-2020	25668	Noridian Medicare	Refund for overpayment	\$221.12
8-31-2020	25669	Verizon	Fire Department Machine to Machine	\$138.66
8-31-2020	25670	Rocky Mountain Power	Utilities	\$244.61
9-1-2020	25677	Department of Workforce Services	Workers Compensation	\$5720.01
9-1-2020	25678	Crystal Beatty	Water Deposit Refund	\$50.58
9-1-2020	25679	Edward Runkel	Water Deposit Refund	\$46.33
9-1-2020	25680	Chris Whipps	Water Deposit Refund	\$50.58
9-1-2020	25681	Andrew Atkins	Water Deposit Refund	\$20.84

TOTAL: \$149,435.25



TOWN OF MILLS

EST. 1921

MANUAL CHECKS

COURT

September 15th , 2020

COUNCIL MEETING

8-22020	1179	Ruthene Richardson	Bond Refund	\$680.00
9-3-2020	1180	Terry Daniels	Bond Refund	\$10.00
9-3-2020	1181	Damion Howle	Bond Refund	\$710.00
9-3-2020	1182	Billie Rawlings	Bond Refund	\$160.00

TOTAL: \$1560.00

Cart 0.*
 680.00+
 10.00+
 710.00+
 160.00+
 004
 1,560.00◇
 1,560.00x



Voided Checks
September 15th, 2020
Council Meeting

8-10-2020	25568	25661	Recycled Materials	Lost Check and Had to void	\$82,347.40
8-18-2020	25594	25682	State of Wyoming Retirement	Check had wrong amount	\$13,749.13
8-20-2020	25605	None	Amanda Four Souls	Already Paid	\$210.00
8-27-2020	25667	None	Norco	Wrong Vendor	\$221.12
9-8-2020	25725	25726	Scott Clamp	Refunded to Much	\$700.00
8-25-2020	1178	None	None	None	0.00

Town Hall Total: \$97,227.65

005

82,347.40+
13,749.13+
210.00+
221.12+
700.00+
97,227.65◇
97,227.65×

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

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

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

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
307 Construction, LLC								
7641	307 Construction, LLC	08242020	08/24/2020	4,600.00	4,600.00	09/08/2020	09/08/2020	25683
7641	307 Construction, LLC	08242020-1	08/24/2020	14,755.00	14,755.00	09/08/2020	09/08/2020	25683
Total 307 Construction, LLC:				19,355.00	19,355.00			
Advance Casper								
1040	Advance Casper	SS-17	06/05/2020	4,166.66	4,166.66	09/08/2020	09/08/2020	25684
Total Advance Casper:				4,166.66	4,166.66			
Air Comfort Complete, Inc								
7470	Air Comfort Complete, Inc	WYSC53076	08/24/2020	360.00	360.00	09/08/2020	09/08/2020	25685
7470	Air Comfort Complete, Inc	WYSC53077	08/31/2020	290.00	290.00	09/08/2020	09/08/2020	25685
Total Air Comfort Complete, Inc:				650.00	650.00			
ALSCO, Inc								
350	ALSCO, Inc	LCAS1362706	08/26/2020	62.14	62.14	09/08/2020	09/08/2020	25686
350	ALSCO, Inc	LCAS1364021	09/02/2020	132.61	132.61	09/08/2020	09/08/2020	25686
Total ALSCO, Inc:				194.75	194.75			
Amazon Capital Services, Inc								
7825	Amazon Capital Services, Inc	1G67-G3FH-G	08/17/2020	70.70	70.70	09/08/2020	09/08/2020	25687
7825	Amazon Capital Services, Inc	1G67-G3FH-G	08/17/2020	433.99	433.99	09/08/2020	09/08/2020	25687
7825	Amazon Capital Services, Inc	1VP1-WVVG-1	08/14/2020	210.08	210.08	09/08/2020	09/08/2020	25687
7825	Amazon Capital Services, Inc	1VP1-WVVG-1	08/14/2020	45.00	45.00	09/08/2020	09/08/2020	25687
Total Amazon Capital Services, Inc:				759.77	759.77			
Atlas Office Products, Inc								
620	Atlas Office Products, Inc	61337-0	08/24/2020	6.25	6.25	09/08/2020	09/08/2020	25688
620	Atlas Office Products, Inc	61397-0	08/25/2020	318.97	318.97	09/08/2020	09/08/2020	25688
620	Atlas Office Products, Inc	61416-0	08/26/2020	19.03	19.03	09/08/2020	09/08/2020	25688
Total Atlas Office Products, Inc:				344.25	344.25			
Avocation Software								
7778	Avocation Software	8722	07/31/2020	112.25	112.25	09/08/2020	09/08/2020	25689
Total Avocation Software:				112.25	112.25			
Casper Area Transportation Coalition								
1190	Casper Area Transportation Coalit	6188	07/31/2020	14,303.49	14,303.49	09/08/2020	09/08/2020	25690
Total Casper Area Transportation Coalition:				14,303.49	14,303.49			
Casper Star Tribune Inc								
1270	Casper Star Tribune Inc	68152	08/30/2020	380.00	380.00	09/08/2020	09/08/2020	25691

TOWN OF MILLS

Payment Approval Report - Mills WY

Page: 2

Report dates: 9/4/2020-9/8/2020

Sep 08, 2020 12:39PM

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
1270	Casper Star Tribune Inc	68467	08/30/2020	59.34	59.34	09/08/2020	09/08/2020	25691
Total Casper Star Tribune Inc:				439.34	439.34			
Children's Advocacy Project								
1420	Children's Advocacy Project	212	08/19/2020	3,500.00	3,500.00	09/08/2020	09/08/2020	25692
Total Children's Advocacy Project:				3,500.00	3,500.00			
City of Casper								
1510	City of Casper	22202	08/25/2020	30,099.64	30,099.64	09/08/2020	09/08/2020	25693
1510	City of Casper	600676	08/19/2020	582.42	582.42	09/08/2020	09/08/2020	25693
1510	City of Casper	600707	08/20/2020	482.97	482.97	09/08/2020	09/08/2020	25693
1510	City of Casper	600734	08/21/2020	273.36	273.36	09/08/2020	09/08/2020	25693
1510	City of Casper	600762	08/24/2020	486.03	486.03	09/08/2020	09/08/2020	25693
1510	City of Casper	600810	08/25/2020	746.64	746.64	09/08/2020	09/08/2020	25693
1510	City of Casper	600834	08/26/2020	584.97	584.97	09/08/2020	09/08/2020	25693
Total City of Casper:				33,256.03	33,256.03			
CLS, Inc								
8037	CLS, Inc	351512	08/11/2020	2,949.04	2,949.04	09/08/2020	09/08/2020	25694
Total CLS, Inc:				2,949.04	2,949.04			
Collins Communications, Inc								
7427	Collins Communications, Inc	538916	09/01/2020	275.00	275.00	09/08/2020	09/08/2020	25695
Total Collins Communications, Inc:				275.00	275.00			
Computer Professionals Unlimited								
7450	Computer Professionals Unlimited	INV116817	08/31/2020	7,760.00	7,760.00	09/08/2020	09/08/2020	25696
7450	Computer Professionals Unlimited	INV116822	09/01/2020	2,861.00	2,861.00	09/08/2020	09/08/2020	25696
7450	Computer Professionals Unlimited	INV116823	09/01/2020	1,796.00	1,796.00	09/08/2020	09/08/2020	25696
Total Computer Professionals Unlimited:				12,417.00	12,417.00			
Comtronix Communications Inc								
1740	Comtronix Communications Inc	20064949	09/01/2020	600.00	600.00	09/08/2020	09/08/2020	25697
Total Comtronix Communications Inc:				600.00	600.00			
Deluxe								
2030	Deluxe	02047882353	08/19/2020	143.10	143.10	09/08/2020	09/08/2020	25698
2030	Deluxe	02047882408	08/19/2020	143.10	143.10	09/08/2020	09/08/2020	25698
Total Deluxe:				286.20	286.20			
Energy Laboratories Inc								
2370	Energy Laboratories Inc	334195	08/11/2020	27.00	27.00	09/08/2020	09/08/2020	25699
2370	Energy Laboratories Inc	334581	08/12/2020	88.00	88.00	09/08/2020	09/08/2020	25699
2370	Energy Laboratories Inc	334750	08/13/2020	604.00	604.00	09/08/2020	09/08/2020	25699
Total Energy Laboratories Inc:				719.00	719.00			
Envision Electric INC								
2410	Envision Electric INC	7672	07/31/2020	204.00	204.00	09/08/2020	09/08/2020	25700

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Envision Electric INC:				204.00	204.00			
Express Printing								
7518	Express Printing	19-817	08/06/2020	302.55	302.55	09/08/2020	09/08/2020	25701
Total Express Printing:				302.55	302.55			
Hald's Plumbing & Heating								
2970	Hald's Plumbing & Heating	31358	08/24/2020	177.50	177.50	09/08/2020	09/08/2020	25702
Total Hald's Plumbing & Heating:				177.50	177.50			
Hand & Hand								
2980	Hand & Hand	07312020	07/31/2020	1,720.70	1,720.70	09/08/2020	09/08/2020	25703
Total Hand & Hand:				1,720.70	1,720.70			
Hawkins Inc								
3040	Hawkins Inc	4779598	08/20/2020	2,362.96	2,362.96	09/08/2020	09/08/2020	25704
Total Hawkins Inc:				2,362.96	2,362.96			
Imerys Perlite USA, Inc.								
3250	Imerys Perlite USA, Inc.	8306147209	08/29/2020	6,315.84	6,315.84	09/08/2020	09/08/2020	25705
Total Imerys Perlite USA, Inc.:				6,315.84	6,315.84			
Life Assist								
3930	Life Assist	1030007	08/25/2020	1,049.62	1,049.62	09/08/2020	09/08/2020	25706
3930	Life Assist	1030162	08/25/2020	216.26	216.26	09/08/2020	09/08/2020	25706
3930	Life Assist	1030843	08/27/2020	66.50	66.50	09/08/2020	09/08/2020	25706
Total Life Assist:				1,332.38	1,332.38			
Mastercard								
4170	Mastercard	156574	05/20/2020	1,123.71	1,123.71	09/08/2020	09/08/2020	25707
4170	Mastercard	39050	08/25/2020	10.75	10.75	09/08/2020	09/08/2020	25707
4170	Mastercard	60184G	08/21/2020	9.96	9.96	09/08/2020	09/08/2020	25707
4170	Mastercard	61285G	08/21/2020	31.37	31.37	09/08/2020	09/08/2020	25707
4170	Mastercard	62328G	08/28/2020	33.33	33.33	09/08/2020	09/08/2020	25707
4170	Mastercard	62496G082120	08/21/2020	1,000.00	1,000.00	09/08/2020	09/08/2020	25707
4170	Mastercard	62549G	08/17/2020	67.08	67.08	09/08/2020	09/08/2020	25707
4170	Mastercard	63305G	08/19/2020	96.48	96.48	09/08/2020	09/08/2020	25707
4170	Mastercard	63422G	08/21/2020	19.92	19.92	09/08/2020	09/08/2020	25707
4170	Mastercard	66005G	08/21/2020	64.87	64.87	09/08/2020	09/08/2020	25707
4170	Mastercard	66458G	08/21/2020	36.96	36.96	09/08/2020	09/08/2020	25707
4170	Mastercard	67262G	08/20/2020	74.34	74.34	09/08/2020	09/08/2020	25707
4170	Mastercard	67262G	08/20/2020	137.46	137.46	09/08/2020	09/08/2020	25707
4170	Mastercard	67420G	08/24/2020	91.28	91.28	09/08/2020	09/08/2020	25707
4170	Mastercard	68169G	08/22/2020	376.00	376.00	09/08/2020	09/08/2020	25707
4170	Mastercard	68220G	09/02/2020	29.50	29.50	09/08/2020	09/08/2020	25707
4170	Mastercard	68485G	08/20/2020	25.08	25.08	09/08/2020	09/08/2020	25707
4170	Mastercard	69011G	08/19/2020	17.50	17.50	09/08/2020	09/08/2020	25707
4170	Mastercard	69205G	08/21/2020	3.15	3.15	09/08/2020	09/08/2020	25707
4170	Mastercard	E0700BZG6M	08/21/2020	520.00	520.00	09/08/2020	09/08/2020	25707
4170	Mastercard	E0700BZL55	08/21/2020	40.00	40.00	09/08/2020	09/08/2020	25707

TOWN OF MILLS

Payment Approval Report - Mills WY

Page: 4

Report dates: 9/4/2020-9/8/2020

Sep 08, 2020 12:39PM

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
4170	Mastercard	INV38869488	08/30/2020	15.74	15.74	09/08/2020	09/08/2020	25707
4170	Mastercard	Q20082701522	08/26/2020	133.95	133.95	09/08/2020	09/08/2020	25707
Total Mastercard:				3,958.41	3,958.41			
Millview Cleaners								
7910	Millview Cleaners	48	08/19/2020	19.80	19.80	09/08/2020	09/08/2020	25708
Total Millview Cleaners:				19.80	19.80			
Mountain States Lithographing Inc								
4490	Mountain States Lithographing Inc	201370	08/17/2020	62.63	62.63	09/08/2020	09/08/2020	25709
Total Mountain States Lithographing Inc:				62.63	62.63			
Nates Flowers								
4630	Nates Flowers	263978	09/02/2020	60.00	60.00	09/08/2020	09/08/2020	25710
Total Nates Flowers:				60.00	60.00			
Natrona County Sheriffs Office								
4660	Natrona County Sheriffs Office	4028	09/02/2020	12,329.28	12,329.28	09/08/2020	09/08/2020	25711
Total Natrona County Sheriffs Office:				12,329.28	12,329.28			
Norco, Inc								
4760	Norco, Inc	30102667	08/31/2020	12.09	12.09	09/08/2020	09/08/2020	25712
4760	Norco, Inc	HO313300703	08/28/2020	141.66	141.66	09/08/2020	09/08/2020	25712
Total Norco, Inc:				153.75	153.75			
Peden's Inc.								
5010	Peden's Inc.	N59576	08/24/2020	454.00	454.00	09/08/2020	09/08/2020	25713
Total Peden's Inc.:				454.00	454.00			
R & R Rest Stops of Casper Inc								
5320	R & R Rest Stops of Casper Inc	52018	08/21/2020	320.00	320.00	09/08/2020	09/08/2020	25714
Total R & R Rest Stops of Casper Inc:				320.00	320.00			
Schwartz, Bon, Walker & Studer, LLC								
7521	Schwartz, Bon, Walker & Studer,	9111	08/18/2020	17,274.50	17,274.50	09/08/2020	09/08/2020	25715
7521	Schwartz, Bon, Walker & Studer,	9112	06/16/2020	2,251.50	2,251.50	09/08/2020	09/08/2020	25715
7521	Schwartz, Bon, Walker & Studer,	9113	08/18/2020	2,175.50	2,175.50	09/08/2020	09/08/2020	25715
7521	Schwartz, Bon, Walker & Studer,	9115	06/29/2020	3,355.00	3,355.00	09/08/2020	09/08/2020	25715
Total Schwartz, Bon, Walker & Studer, LLC:				25,056.50	25,056.50			
Second Wind Performance								
7979	Second Wind Performance	1290	08/28/2020	288.40	288.40	09/08/2020	09/08/2020	25716
Total Second Wind Performance:				288.40	288.40			
Swanson Construction								
8038	Swanson Construction	09272020	08/25/2020	4,690.00	4,690.00	09/08/2020	09/08/2020	25717

Vendor	Vendor Name	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Last Check Date	Last Check Number
Total Swanson Construction:				4,690.00	4,690.00			
Trans Union Risk & Alternative								
7392	Trans Union Risk & Alternative	09012020	09/01/2020	50.00	50.00	09/08/2020	09/08/2020	25718
Total Trans Union Risk & Alternative:				50.00	50.00			
Weslyn Fairbanks								
7782	Weslyn Fairbanks	825520	08/28/2020	28.00	28.00	09/08/2020	09/08/2020	25719
Total Weslyn Fairbanks:				28.00	28.00			
Western Wyoming Lock & Safe								
6790	Western Wyoming Lock & Safe	19380	09/01/2020	9.50	9.50	09/08/2020	09/08/2020	25720
Total Western Wyoming Lock & Safe:				9.50	9.50			
Grand Totals:				154,223.98	154,223.98			

Dated: _____

Mayor: _____

City Council: _____

City Council: _____

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

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Dated: ____ 20____ Signature of Claimant _____

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
1179						
08/25/2020	1179	Ruthene Richardson	680.00	Bond Refund for Ruthene Richardson	10-26150	680.00 M
Total 1179:						680.00
1180						
09/03/2020	1180	Terry Daniels	10.00	Boond Refund Terry Daniels	10-26150	10.00 M
Total 1180:						10.00
1181						
09/03/2020	1181	Damion Howle	710.00	Bond Refund for Damion Howle	10-26150	710.00 M
Total 1181:						710.00
1182						
09/03/2020	1182	Billie Rawlings	160.00	Bond Refund for Billie Rawlings	10-26150	160.00 M
Total 1182:						160.00
25568						
08/25/2020	25568	Recycled Materials LLC	82,347.40-	Pay est #3 for Parks and Eagle	10-45-990	82,347.40- V
Total 25568:						82,347.40-
25652						
08/24/2020	25652	I'Scream	87.74	Summer Fest Event	10-45-310	87.74 M
Total 25652:						87.74
25653						
08/24/2020	25653	Lost Arrow Catering	60.00	Summer Fest	10-45-310	60.00 M
Total 25653:						60.00

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount	
25654							
08/24/2020	25654	His Outpouring	400.00	Refund for Hall Usage	10-45-310	400.00	M
Total 25654:						400.00	
25655							
08/24/2020	25655	Rockin Burger N Dogs	46.50	Summer Fest	10-45-310	46.50	M
Total 25655:						46.50	
25656							
08/24/2020	25656	Rocky Mountain Power	680.46	240 Chamberlain Utility	10-46-941	680.46	M
Total 25656:						680.46	
25657							
08/24/2020	25657	WYDOT-MVS	5.00	CATC Bus 1FD4E4FS1KDC69210	10-44-351	5.00	M
Total 25657:						5.00	
25658							
08/24/2020	25658	307 Mobile Music	350.00	Music for Summer Fest 2020	10-45-310	350.00	M
Total 25658:						350.00	
25659							
08/25/2020	25659	The Rusty Bucket	54.00	Food for Summer Fest	10-45-310	54.00	M
Total 25659:						54.00	
25660							
08/25/2020	25660	Verizon	1,402.65	cell phone and computer activity	10-44-850	1,402.65	M
Total 25660:						1,402.65	
25661							
08/25/2020	25661	Recycled Materials LLC	82,347.40	Pay est #3 for Parks and Eagle	10-45-990	82,347.40	M

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 8/24/2020 - 9/8/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 25661:						82,347.40
25662						
08/25/2020	25662	PageFreezer Software Inc	2,555.00	Soical Media Records Compliance	10-45-870	2,555.00 M
Total 25662:						2,555.00
25663						
08/25/2020	25663	Wyoming Financial Insurance, Inc	43,445.86	Medical Premiums	10-23700	43,445.86
08/25/2020	25663	Wyoming Financial Insurance, Inc	2,136.15	Dental Premiums	10-23700	2,136.15
08/25/2020	25663	Wyoming Financial Insurance, Inc	468.07	Vision Premiums	10-23700	468.07
08/25/2020	25663	Wyoming Financial Insurance, Inc	230.00	Life Insurance Premiums	10-23700	230.00
08/25/2020	25663	Wyoming Financial Insurance, Inc	363.94	Aflac Premiums	10-25100	363.94
08/25/2020	25663	Wyoming Financial Insurance, Inc	54.36	Assurity Premiums	10-25300	54.36
08/25/2020	25663	Wyoming Financial Insurance, Inc	1,143.79	Washington National Premiums	10-25200	1,143.79
08/25/2020	25663	Wyoming Financial Insurance, Inc	4,116.00	HSA premiums	10-23700	4,116.00
08/25/2020	25663	Wyoming Financial Insurance, Inc	425.00	Admin Fees	10-44-862	425.00
08/25/2020	25663	Wyoming Financial Insurance, Inc	65.95-	Dental Premiums	10-23700	65.95-
08/25/2020	25663	Wyoming Financial Insurance, Inc	34.73	Vision Premiums	10-23700	34.73
08/25/2020	25663	Wyoming Financial Insurance, Inc	4.60-	Life Insurance Premiums	10-23700	4.60-
Total 25663:						52,347.35
25664						
08/25/2020	25664	Papa's Pork chop	58.78	food for Summer Fest	10-45-310	58.78 M
Total 25664:						58.78
25665						
08/25/2020	25665	Mark Siedschlag	14.29	Water Deposit Refund for Mark Siedschlag	51-26150	14.29 M
Total 25665:						14.29
25666						
08/27/2020	25666	Noridian Medicare JF Part B Refu	333.35	Refund for 0000482 Russell Kidder	10-56-920	333.35 M
Total 25666:						333.35

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
25667						
08/27/2020	25667	Norco, Inc	221.12	Refund for Russell Kidder 0000454	10-56-920	221.12 M
08/27/2020	25667	Norco, Inc	221.12-	Refund for Russell Kidder 0000454	10-56-920	221.12- V
Total 25667:						.00
25668						
08/27/2020	25668	Noridian Medicare JF Part B Refu	221.12	Refund for 0000482 Russell Kidder	10-56-920	221.12 M
Total 25668:						221.12
25669						
08/31/2020	25669	Verizon	138.66	cell phone fire department	10-44-850	138.66 M
Total 25669:						138.66
25670						
08/31/2020	25670	Rocky Mountain Power	244.61	300 Wasatch Utility	10-44-941	244.61 M
Total 25670:						244.61
25677						
09/01/2020	25677	Department of Workforce Services	5,720.01	Workers Compensation for Aug 2020	10-23800	5,720.01 M
Total 25677:						5,720.01
25678						
09/01/2020	25678	Crystal Beatty	50.58	Water Deposit Refund for Crystal Beatty	51-26150	50.58 M
Total 25678:						50.58
25679						
09/01/2020	25679	Edward Runkel	46.33	Water Deposit Refund for Edward Runkel	51-26150	46.33 M
Total 25679:						46.33
25680						
09/01/2020	25680	Chris Whipps	50.58	Water Deposit Refund for Chris Whipps	51-26150	50.58 M

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 25680:						50.58
25681						
09/01/2020	25681	Andrew Atkins	20.84	Water Deposit Refund for Andrew Atkins	51-26150	20.84 M
Total 25681:						20.84
25683						
09/09/2020	25683	307 Construction, LLC	4,600.00	Paint upstairs at FD	10-45-310	4,600.00
09/08/2020	25683	307 Construction, LLC	14,755.00	Drywall, tape and texture upstairs Fire Department	10-45-310	14,755.00
Total 25683:						19,355.00
25684						
09/08/2020	25684	Advance Casper	4,166.66	Sustainable Strategies Consulting Fee May 2020	10-45-310	4,166.66
Total 25684:						4,166.66
25685						
09/08/2020	25685	Air Comfort Complete, Inc	360.00	Fix A/C at WTP	10-45-260	360.00
09/08/2020	25685	Air Comfort Complete, Inc	290.00	Repairs to A/C at Public Works	10-45-260	290.00
Total 25685:						650.00
25686						
09/08/2020	25686	ALSCO, Inc	62.14	Cleaning of Rugs @Town Hall	10-45-260	62.14
09/08/2020	25686	ALSCO, Inc	132.61	Cleaning of Rugs @ Police Station	10-45-260	132.61
Total 25686:						194.75
25687						
09/08/2020	25687	Amazon Capital Services, Inc	70.70	Markers for Summer Fest	10-45-310	70.70
09/08/2020	25687	Amazon Capital Services, Inc	433.99	Hand Sanitizer machines and refills	10-45-260	433.99
09/08/2020	25687	Amazon Capital Services, Inc	210.08	Library supplies	10-45-268	210.08
09/08/2020	25687	Amazon Capital Services, Inc	45.00	Electrical Code Book	10-44-235	45.00
Total 25687:						759.77

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 8/24/2020 - 9/8/2020Page: 6
Sep 08, 2020 12:42PM

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
25688						
09/08/2020	25688	Atlas Office Products, Inc	6.25	Office Supplies	10-44-235	6.25
09/08/2020	25688	Atlas Office Products, Inc	318.97	Office Supplies	10-44-235	318.97
09/08/2020	25688	Atlas Office Products, Inc	19.03	Envelopes	10-44-235	19.03
Total 25688:						344.25
25689						
09/08/2020	25689	Avocation Software	112.25	Invoices and Envelopes for billing	10-45-310	112.25
Total 25689:						112.25
25690						
09/08/2020	25690	Casper Area Transportation Coalit	14,303.49	Bus Route Expense July 2020	10-45-280	14,303.49
Total 25690:						14,303.49
25691						
09/08/2020	25691	Casper Star Tribune Inc	380.00	Community Service Officer	10-44-620	380.00
09/08/2020	25691	Casper Star Tribune Inc	59.34	Public Hearing Zone Change Sullivan	10-44-620	59.34
Total 25691:						439.34
25692						
09/08/2020	25692	Children's Advocacy Project	3,500.00	Services for FY 21	10-49-915	3,500.00
Total 25692:						3,500.00
25693						
09/08/2020	25693	City of Casper	30,099.64	201 Sewer	53-83-620	30,099.64
09/08/2020	25693	City of Casper	582.42	Balefill	54-84-250	582.42
09/08/2020	25693	City of Casper	482.97	Balefill	54-84-250	482.97
09/08/2020	25693	City of Casper	273.36	Balefill	54-84-250	273.36
09/08/2020	25693	City of Casper	486.03	Balefill	54-84-250	486.03
09/08/2020	25693	City of Casper	746.64	Balefill	54-84-250	746.64
09/08/2020	25693	City of Casper	584.97	Balefill	54-84-250	584.97
Total 25693:						33,256.03

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 8/24/2020 - 9/8/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
25694						
09/08/2020	25694	CLS, Inc	2,949.04	Air dryer	52-82-810	2,949.04
Total 25694:						2,949.04
25695						
09/08/2020	25695	Collins Communications, Inc	275.00	ITS Customer Care Contract	10-55-860	275.00
Total 25695:						275.00
25696						
09/08/2020	25696	Computer Professionals Unlimited	7,760.00	Network Switches for PD and FD	10-45-890	7,760.00
09/08/2020	25696	Computer Professionals Unlimited	2,861.00	Surface tablet and accessories for Clerk	10-45-390	2,861.00
09/08/2020	25696	Computer Professionals Unlimited	1,796.00	5 Security Cameras and 1 NVR for PD	10-45-875	1,796.00
Total 25696:						12,417.00
25697						
09/08/2020	25697	Comtronix Communications Inc	600.00	Alarm monitoring	10-45-260	600.00
Total 25697:						600.00
25698						
09/08/2020	25698	Deluxe	143.10	Deposit slips for Police	10-44-235	143.10
09/08/2020	25698	Deluxe	143.10	Deposit slips for Water Deposit	10-44-235	143.10
Total 25698:						286.20
25699						
09/08/2020	25699	Energy Laboratories Inc	27.00	Nitrogen samples	52-82-720	27.00
09/08/2020	25699	Energy Laboratories Inc	88.00	Bacteria samples	52-82-720	88.00
09/08/2020	25699	Energy Laboratories Inc	604.00	TTHM & HAAS samples	52-82-720	604.00
Total 25699:						719.00
25700						
09/08/2020	25700	Envision Electric INC	204.00	Additional materials for AC unit	10-45-310	204.00

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 8/24/2020 - 9/8/2020Page: 8
Sep 08, 2020 12:42PM

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 25700:						204.00
25701						
09/08/2020	25701	Express Printing	302.55	Envelopes	10-46-235	302.55
Total 25701:						302.55
25702						
09/08/2020	25702	Haid's Plumbing & Heating	177.50	Snake out sewer line at FD	10-45-310	177.50
Total 25702:						177.50
25703						
09/08/2020	25703	Hand & Hand	1,720.70	Court Attorney Fees for July 2020	10-51-241	1,720.70
Total 25703:						1,720.70
25704						
09/08/2020	25704	Hawkins Inc	2,362.96	Chemicals	52-82-840	2,362.96
Total 25704:						2,362.96
25705						
09/08/2020	25705	Imerys Perlite USA, Inc.	6,315.84	1800 Perlite	52-82-840	6,315.84
Total 25705:						6,315.84
25706						
09/08/2020	25706	Life Assist	1,049.62	Ambulance supplies	10-56-425	1,049.62
09/08/2020	25706	Life Assist	216.26	Ambulance supplies	10-56-425	216.26
09/08/2020	25706	Life Assist	66.50	Ambulance supplies	10-56-425	66.50
Total 25706:						1,332.38
25707						
09/08/2020	25707	Mastercard	1,123.71	Replacement spot light for E92 and lamp head	10-45-310	1,123.71
09/08/2020	25707	Mastercard	10.75	Merrowed Nametape for S Meyer	10-54-855	10.75
09/08/2020	25707	Mastercard	9.96	Tanks	10-45-310	9.96

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 8/24/2020 - 9/8/2020Page: 9
Sep 08, 2020 12:42PM

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
09/08/2020	25707	Mastercard	31.37	Shirts for Summer Fest	10-45-310	31.37
09/08/2020	25707	Mastercard	33.33	Office restock	10-44-235	33.33
09/08/2020	25707	Mastercard	1,000.00	Cards for Summer Fest	10-45-310	1,000.00
09/08/2020	25707	Mastercard	67.08	Hats for Summer Fest	10-45-310	67.08
09/08/2020	25707	Mastercard	96.48	Hats for Summer Fest	10-45-310	96.48
09/08/2020	25707	Mastercard	19.92	Tanks	10-45-310	19.92
09/08/2020	25707	Mastercard	64.87	Posters for Summer Fest	10-45-310	64.87
09/08/2020	25707	Mastercard	36.96	Janitor supplies	10-44-267	36.96
09/08/2020	25707	Mastercard	74.34	Janitor supplies	10-44-267	74.34
09/08/2020	25707	Mastercard	137.46	Gift cards for Summer Fest	10-45-310	137.46
09/08/2020	25707	Mastercard	91.28	Cleaning supplies for FD	10-56-310	91.28
09/08/2020	25707	Mastercard	376.00	Kayaks for Summer Fest	10-45-310	376.00
09/08/2020	25707	Mastercard	29.50	Recordings for Ordinances and Resolutions	10-44-351	29.50
09/08/2020	25707	Mastercard	25.06	Cookies for Council Meetings	10-44-235	25.06
09/08/2020	25707	Mastercard	17.50	Title for new CATC bus	10-44-351	17.50
09/08/2020	25707	Mastercard	3.15	Supplies for Summer Fest	10-45-310	3.15
09/08/2020	25707	Mastercard	520.00	Microsoft O365 E1	10-55-865	520.00
09/08/2020	25707	Mastercard	40.00	Microsoft O365 E3	10-55-865	40.00
09/08/2020	25707	Mastercard	15.74	Zoom 1 month subscription	10-45-995	15.74
09/08/2020	25707	Mastercard	133.95	PDF pro license	10-45-390	133.95
Total 25707:						3,958.41
25708						
09/08/2020	25708	Millview Cleaners	19.80	Wash and dry rags for Janitor	10-45-260	19.80
Total 25708:						19.80
25709						
09/08/2020	25709	Mountain States Lithographing Inc	62.63	Business Cards for C Jensen	10-54-310	62.63
Total 25709:						62.63
25710						
09/08/2020	25710	Nates Flowers	60.00	Flowers for Death of Long Term Resident	10-45-310	60.00
Total 25710:						60.00

TOWN OF MILLS

Check Register - Audit Report
Check Issue Dates: 8/24/2020 - 9/8/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
25711						
09/08/2020	25711	Natrona County Sheriffs Office	12,329.28	House Inmates for August 2020	10-54-415	12,329.28
Total 25711:						12,329.28
25712						
09/08/2020	25712	Norco, Inc	12.09	bottle rental	10-56-425	12.09
09/08/2020	25712	Norco, Inc	141.66	oxygen	10-56-425	141.66
Total 25712:						153.75
25713						
09/08/2020	25713	Peden's Inc.	454.00	Uniforms for Staff and Council	10-44-856	454.00
Total 25713:						454.00
25714						
09/08/2020	25714	R & R Rest Stops of Casper Inc	320.00	Portable Restrooms for Summer Fest	10-45-310	320.00
Total 25714:						320.00
25715						
09/08/2020	25715	Schwartz, Bon, Walker & Studer,	17,274.50	General Town Matters	10-44-240	17,274.50
09/08/2020	25715	Schwartz, Bon, Walker & Studer,	2,251.50	Wardwell Committee	10-44-240	2,251.50
09/08/2020	25715	Schwartz, Bon, Walker & Studer,	2,175.50	Mills Ads Sierra	10-44-240	2,175.50
09/08/2020	25715	Schwartz, Bon, Walker & Studer,	3,355.00	COVID	10-44-240	3,355.00
Total 25715:						25,056.50
25716						
09/08/2020	25716	Second Wind Performance	288.40	Service transmission on B92	10-45-310	288.40
Total 25716:						288.40
25717						
09/08/2020	25717	Swanson Construction	4,690.00	Ceiling for FD upstairs	10-45-310	4,690.00
Total 25717:						4,690.00

TOWN OF MILLS

Check Register - Audit Report
 Check Issue Dates: 8/24/2020 - 9/8/2020

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
25718						
09/08/2020	25718	Trans Union Risk & Alternative	50.00	digital investigate subscription Aug 2020	10-54-330	50.00
Total 25718:						50.00
25719						
09/08/2020	25719	Weslyn Fairbanks	28.00	Sew patches on shirts for uniform	10-54-855	28.00
Total 25719:						28.00
25720						
09/08/2020	25720	Western Wyoming Lock & Safe	9.50	Keys	10-45-260	9.50
Total 25720:						9.50
Grand Totals:						220,671.83

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	82,639.07	257,525.41-	174,886.34-
10-23700	50,430.81	70.55-	50,360.26
10-23800	5,720.01	.00	5,720.01
10-25100	363.94	.00	363.94
10-25200	1,143.79	.00	1,143.79
10-25300	54.36	.00	54.36
10-26150	1,560.00	.00	1,560.00
10-44-235	733.84	.00	733.84
10-44-240	25,056.50	.00	25,056.50
10-44-267	111.30	.00	111.30
10-44-351	52.00	.00	52.00
10-44-620	439.34	.00	439.34
10-44-850	1,541.31	.00	1,541.31
10-44-856	454.00	.00	454.00
10-44-862	425.00	.00	425.00
10-44-941	244.61	.00	244.61

GL Account	Debit	Credit	Proof
10-45-260	1,908.04	.00	1,908.04
10-45-268	210.08	.00	210.08
10-45-280	14,303.49	.00	14,303.49
10-45-310	33,431.53	.00	33,431.53
10-45-390	2,994.95	.00	2,994.95
10-45-870	2,555.00	.00	2,555.00
10-45-875	1,796.00	.00	1,796.00
10-45-890	7,760.00	.00	7,760.00
10-45-990	82,347.40	82,347.40-	.00
10-45-995	15.74	.00	15.74
10-46-235	302.55	.00	302.55
10-46-941	680.46	.00	680.46
10-49-915	3,500.00	.00	3,500.00
10-51-241	1,720.70	.00	1,720.70
10-54-310	62.63	.00	62.63
10-54-330	50.00	.00	50.00
10-54-415	12,329.28	.00	12,329.28
10-54-855	38.75	.00	38.75
10-55-860	275.00	.00	275.00
10-55-865	560.00	.00	560.00
10-56-310	91.28	.00	91.28
10-56-425	1,486.13	.00	1,486.13
10-56-920	775.59	221.12-	554.47
51-21100	.00	182.62-	182.62-
51-26150	182.62	.00	182.62
52-21100	.00	12,346.84-	12,346.84-
52-82-720	719.00	.00	719.00
52-82-810	2,949.04	.00	2,949.04
52-82-840	8,678.80	.00	8,678.80
53-21100	.00	30,099.64-	30,099.64-
53-83-620	30,099.64	.00	30,099.64
54-21100	.00	3,156.39-	3,156.39-
54-84-250	3,156.39	.00	3,156.39
Grand Totals:	385,949.97	385,949.97-	.00

ORDINANCE NO. 748

AN ORDINANCE ANNEXING “RIVER CROSSING,” BEING A PORTION OF SW1/4, SECTION 12, TOWNSHIP 33 NORTH, RANGE 80 WEST, SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

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

WHEREAS a proceeding for annexation of a portion of a of the SW1/4, Section 12, Township 33 North, Range 80 West, Sixth Principal Meridian, Natrona County, Wyoming was initiated by the Mills Governing Body under the provisions of Wyoming Statute § 15-1-407; and

WHEREAS the proposed territory to be annexed is solely owned by the Town of Mills; and

WHEREAS per Wyoming Statute § 15-1-407, if is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15 1 405 and without preparing the annexation report or providing the estimates required by W.S. 15 1 402(c) and (e) and 15 1 404(a)(ii)(C) and (D) ; and

WHEREAS the Town of Mills Planning and Zoning Board reviewed the annexation plat of River Crossing on 6 August 2020 and forwarded a “Do Pass” recommendation to the Town Council approving the plat; and

WHEREAS the following findings were and are hereby made by the governing body of the Town of Mills, Wyoming:

- A. The Town of Mills is desirous of annexing the land hereinafter described, and including said lands within the corporate limits of the Town of Mills;
- B. The area sought to be annexed is within the Mills Growth Boundary, as agreed upon between the Town of Mills and adjacent municipal entities;
- C. An annexation of the area hereinafter described is for the protection of the health, safety, and welfare of persons residing in the area and in the Town of Mills;
- D. The development of the area sought to be annexed would constitute a natural geographical, economical, and social part of the Town of Mills;
- E. The area sought to be annexed is a logical and feasible addition to the Town of Mills and that the extension of basic services such as police and fire protection, and other services customarily available to the residents of the Town of Mills can reasonably be furnished to the area proposed to be annexed;
- F. The area sought to be annexed is contiguous with, and adjacent to the boundaries of the Town of Mills.

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

SECTION 1:

A certain tract of land, "River Crossing", more particularly described as Exhibit "A" attached hereto and by this reference made a part hereof, be and the same is annexed to and included within the boundaries of the Town of Mills, Natrona County, Wyoming.

SECTION 2:

Areas herein annexed and herein before described shall be known as stated in the dedication of the annexation plat.

SECTION 3:

A plat showing the boundaries of said annexation tract has been submitted to and is approved by the Mills Planning and Zoning Board and Town Council of the Town of Mills and the dedications described therein are accepted. The Mayor and Town Clerk are authorized to sign, attest, and affix the seal of the Town of Mills on said plat and said plat shall be filed for record in the office of the County Clerk, and ex-officio Registrar of Deeds in Natrona County, Wyoming.

SECTION 4:

The areas depicted in the River Crossing Annexation Plat shall be dedicated as public right-of-way and the Town of Mills Corporate Limits, Additions and Environs Map shall be updated to show the territory included within the Mills Corporate Limits.

SECTION 5:

The annexation of said tract of land to the Town of Mills shall become effective upon passage of this Ordinance.

PASSED ON FIRST READING the _____ day of _____, 2020

PASSED ON SECOND READING the _____ day of _____, 2020

PASSED, APPROVED, AND ADOPTED ON THIRD AND

FINAL READING the _____ day of _____, 2020

TOWN OF MILLS, WYOMING

By: _____
Seth Coleman, Mayor

Sara McCarthy

Darla R. Ives

James Hollander

Councilman Ronald Wales

ATTESTED BY: _____

Christine Trumbull, Town Clerk



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

MEMORANDUM

Date: 7 August 2020
To: Mills Town Council
From: Scott S. Radden
Town Planner
Subject: 11 August 2020 Town Council Meeting

Annexation Plat - River Crossing, being a portion of SW1/4, Section 12, Township 33 North, Range 80 West, 6th P.M., Natrona County, Wyoming (Owner/ Applicant: Town of Mills).

Background: Property approximately 1.815 acres on the south thirty feet of River Crossing beginning at the northwesterly corner of the parcel being described and the northwest corner of the SW1/4SW1/4 of Section 12 and extending west approximately 1,314 feet to the east is currently owned by the Town of Mills. The properties were deeded to the Town in the past but never formally annexed into the Town. The Mills Council has petitioned to annex these lands in order to alleviate issues with law and emergency response zones between Mills and Natrona County.

The Town of Mills, being the sole owner of the proposed property described as River Crossing, may annex the property per *W.S. 15-1-407* (Annexing territories; when notice and public hearing not necessary; statement required):

If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15 1 405 and without preparing the annexation report or providing the estimates required by W.S. 15 1 402(c) and (e) and 15 1 404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.

Regardless, of Wyoming Statute exemptions, the Mills Zoning Board is still required to approve the plat and forward a recommendation to the Town Council per Mills Zoning Ordinance.

Utility Providers

On 7 July 2020, Mills Utility providers were provided the Annexation Plat of River Crossing for general review. No comments were received as of writing this report.

Mills Staff:

Mills Staff were provided the River Crossing Annexation Plat for review on 7 July 2020. No comments were received as of writing this report.

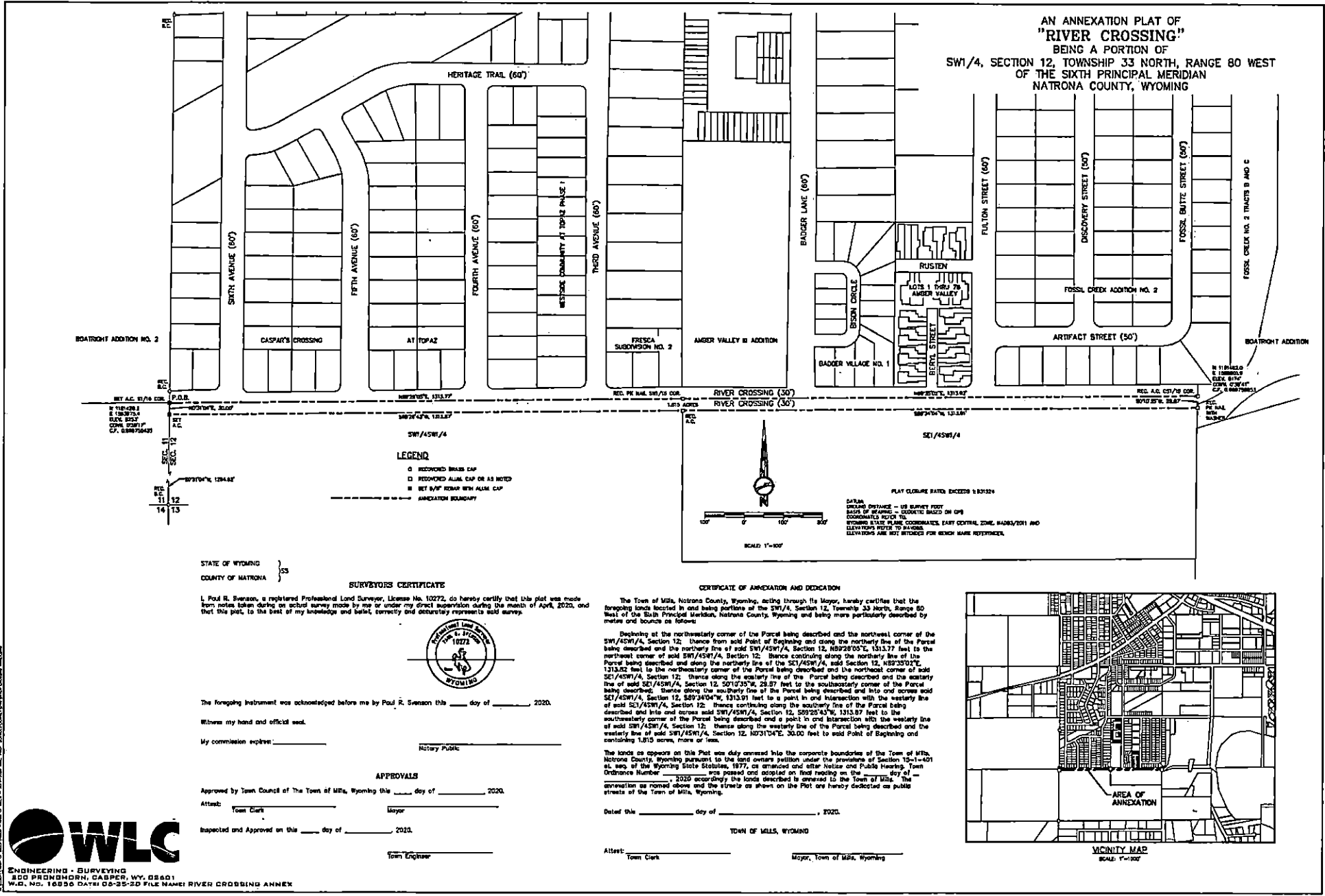
The following items were considered in the review:

1. The replat complies with the subdivision/plat standards of the Town of Mills.
2. The annexed property will not be assigned a zoning district as it is designated as public street.

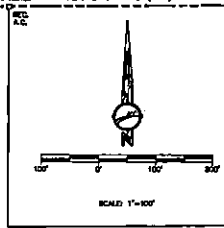
Recommendation:

Staff finds the annexation plat complies with platting requirements and recommends that the Planning and Zoning Board forward a “DO PASS” recommendation to the Town Council for approval of the River Crossing Annexation Plat.

At the 6 August 2020 P&Z Board meeting, the Board forwarded a “Do Pass” recommendation to the Town Council for approval of the River Crossing Annexation Plat.



AN ANNEXATION PLAT OF
"RIVER CROSSING"
 BEING A PORTION OF
 SW1/4, SECTION 12, TOWNSHIP 33 NORTH, RANGE 80 WEST
 OF THE SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING



PLAT CLOSURE ERROR EXCEEDS 1:50000
 CURVE
 CHORD DISTANCE - US SURVEY FOOT
 BEARS IN BEARING - QUADRANT BEARING ON CHORD
 COORDINATES REFER TO
 NAD 83 STATE PLANE COORDINATES, EAST ZONE, NAD83/2011 AND
 ELEVATIONS REFER TO NAVD83
 ELEVATIONS ARE NOT REDUCED FOR MEAN SEA LEVEL

STATE OF WYOMING }
 COUNTY OF NATRONA } 53

SURVEYORS CERTIFICATE

I, Paul R. Swenson, a registered Professional Land Surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of April, 2020, and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



The foregoing instrument was acknowledged before me by Paul R. Swenson this ____ day of _____, 2020.
 Witness my hand and official seal.
 My commission expires: _____
 Notary Public

APPROVALS

Approved by Town Council of The Town of Mills, Wyoming this ____ day of _____, 2020.
 Attest: _____ Mayor
 Inspected and Approved on this ____ day of _____, 2020.

 Town Engineer

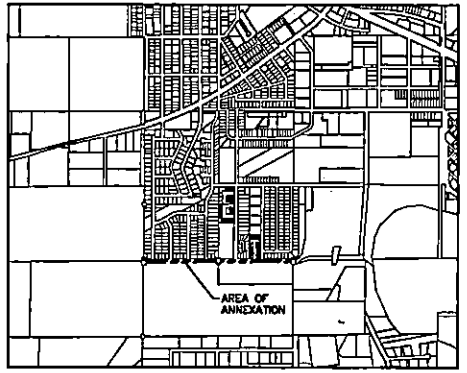
CERTIFICATE OF ANNEXATION AND DEDICATION

The Town of Mills, Natrona County, Wyoming, acting through its Mayor, hereby certifies that the foregoing lands located in and being portions of the SW1/4, Section 12, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by meter and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and the northeast corner of the SW1/4SW1/4, Section 12; thence from said Point of Beginning and along the northerly line of the Parcel being described and the northerly line of said SW1/4SW1/4, Section 12, N89°28'05"E, 1313.77 feet to the northeast corner of said SW1/4SW1/4, Section 12; thence continuing along the northerly line of the Parcel being described and along the northerly line of the SE1/4SW1/4, said Section 12, N89°28'05"E, 1313.82 feet to the northeasterly corner of the Parcel being described and the northeast corner of said SE1/4SW1/4, Section 12; thence along the easterly line of the Parcel being described and the easterly line of said SE1/4SW1/4, Section 12, S89°34'04"W, 1312.91 feet to a point in and intersection with the westerly line of said SW1/4SW1/4, Section 12; thence along the westerly line of the Parcel being described and into and across said SW1/4SW1/4, Section 12, S59°22'43"W, 1313.87 feet to the westerly corner of the Parcel being described and a point in and intersection with the westerly line of said SW1/4SW1/4, Section 12; thence along the westerly line of the Parcel being described and the westerly line of said SW1/4SW1/4, Section 12, N03°10'4"E, 20.00 feet to said Point of Beginning and containing 1.819 acres, more or less.

The lands as appears on this Plat was duly annexed into the corporate boundaries of the Town of Mills, Natrona County, Wyoming pursuant to the land owners petition under the provisions of Section 12-1-401 et seq. of the Wyoming State Statutes, 1977, as amended and after Notice and Public Hearing, Town Ordinance Number _____, 2020 accordingly the lands described is annexed to the Town of Mills, Wyoming as named above and the streets as shown on the Plat are hereby dedicated as public streets of the Town of Mills, Wyoming.

Dated this ____ day of _____, 2020.
 TOWN OF MILLS, WYOMING
 Attest: _____ Mayor, Town of Mills, Wyoming



ORDINANCE NO. 749

AN ORDINANCE AMENDING SECTION 17.04.030 AND ADDING SECTIONS 17.08.020, 17.12.045, 17.12.060 AND 17.18.025 TO THE MILLS ZONING CODE

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

WHEREAS, the Town of Mills has identified several areas within the current zoning ordinance that require updates; and

WHEREAS, a public hearing notice was advertised in the 12 July 2020 edition of the Casper Star-Tribune, at least 15 days prior to the public hearing, as required by Mills Zoning Ordinance; and

WHEREAS, the Town of Mills Planning and Zoning Board held a public hearing to consider the amendment of Section 17.04.030 and additions of Sections 17.08.020, 17.12.050, 17.12.060 and 17.18.025 of The Mills Zoning Code on 6 August 2020 and forwarded a “Do Pass” recommendation to the Town Council approving the amendment; and

WHEREAS, the Mills Town Council held a public hearing for proposed amendment and additions on 11 August 2020; and

WHEREAS, the Mills Town Council has determined that amendment of amendment of Section 17.04.030 and additions of Sections 17.08.020, 17.12.050, 17.12.060 and 17.18.025 to the current Mills Zoning Ordinance would benefit the Town.

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

Section 1.

That Section 17.04.030 of the Mills Municipal Code is hereby created to read as follows (proposed deletions are shown with ~~strikethrough~~ text, and additions are shown with *italicized/underlined* text:

17.04.030

CAMP TRAILER: ~~A recreational vehicle 8’ x 32’ or less designed to be used independent of utilities or attached temporarily to utilities — towed by a car or truck — and not permitted as a permanent residence on a residential lot.~~ *(See Recreational Vehicle).*

RECREATIONAL VEHICLE: A vehicular type unit designed as temporary living quarters for recreational, camping, living, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. ~~Use of recreational vehicles as permanent dwellings or as a primary residence on a lot is prohibited.~~ *(Ord. 542, 2007) Recreational vehicles are allowed as a primary residence within established mobile home parks up to twenty percent (20%) of the total allowable spaces in the park.*

MOBILE HOME PARK – ESTABLISHED: Any mobile home park licensed by the Town prior to ~~June 1, 1981~~ *August 11, 2020* and operating under the requirements of said license. Any such mobile home parks shall comply with the requirements of the license and all other applicable codes and requirements. (Ord. 381 §1, 1988. *Ord. _____, 2020*)

Section 2:

Section 17.08.020 is to be added to the current Mills Municipal Code

17.08.020

MU MIXED USE

The intent of the MU district is to establish and maintain a quiet, medium to high density residential/ commercial neighborhood, preserving and promoting the existence of a sufficient amount of open space, a mix of housing and employment opportunities, and access to recreational sites and transportation corridors. This district shall be free from other new uses except those which are compatible with the purpose of such a district.

17.08.030 (Continued)**PERMITTED USES****MU – MIXED USE**

- A USE ALLOWED BY RIGHT
 S USE PERMITTED BY SPECIAL REVIEW
 * USE PROHIBITED

1.	Multifamily dwellings	A
2.	Condominiums for residential use	A
3.	Churches	A
4.	Day care, adult	S
5.	Family childcare home	S
6.	Group homes	S
7.	Nursing homes	S
8.	Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities operated and used during daylight hours	A
9.	Townhouses	A
10.	Neighborhood assembly uses	A
11.	Commercial and public parking lots	A
12.	Personal service shops	A
13.	Professional offices	A
14.	Convenience establishments	A
15.	Coffee shops, cafes and restaurants without drive-up windows	A
16.	Public utility and public service installations and facilities, excluding business offices and repair and storage facilities	A
17.	Sundry shops and specialty shops	A
18.	Wireless and broadcast communication facilities	S
19.	Motel/ Hotel	S
20.	Hospital	S
21.	Other uses compatible with this district, as determined by the Council.	A

SECTION 17.08.040 ZONING DISTRICT MINIMUM LOT REQUIREMENTS

(BUSINESS / INDUSTRIAL)

DISTRICT REGULATIONS	MU MIXED USE
MINIMUM LOT AREA	4,000 SQUARE FEET EXCEPT MULTIFAMILY DWELLINGS, CONDOMINIUMS, TOWNHOUSES OVER THREE OR MORE UNITS SHALL HAVE A MINIMUM OF ONE THOUSAND FIVE HUNDRED SQUARE FEET PER DWELLING UNIT.
MINIMUM LOT WIDTH	40 FEET; 20 FEET PER INDIVIDUAL TOWNHOUSE/CONDOMINIUM UNIT.
FRONT YARD SETBACK	NONE
REAR YARD SETBACK	10 FEET
SIDE YARD SETBACK	5 FEET
CORNER SIDE YARD SETBACK	15 FEET
SIDE YARD ADJOINING RES. DISTRICT	5 FEET
MIN. DISTANCE BETWEEN BUILDINGS ON ADJACENT LOTS	10 FEET
PRINCIPAL BLDG. HEIGHT LIMITATION	3 STORIES MAX. 40'
GARAGE SETBACK	FRONT 25' REAR 10' SIDE 5'
ACCESSORY BUILDING SETBACK	FRONT 25' REAR 5' SIDE 5'
ACCESSORY BUILDING MAX. SIZE <i>(Ord. 557, 2009)</i>	<u>20'</u> <u>HIGHEST</u> <u>POINT</u>

A. Lots on Cul-de-sacs. Six lots shall be the maximum number of lots permitted on a cul-de-sac with a radius of fifty feet.

- B. Maximum Density. Seventeen residential dwelling units per acre; twelve office units per acre.

Section 3:

Section 17.12.050 is to be added to the current Mills Municipal Code

17.12.040 Temporary Structures.

17.12.045(a) Intent

It is deemed necessary and convenient for the Town of Mills and its residents, and in keeping with safeguarding the general welfare of the Town and its residents, to allow, from time to time, and under the conditions set out herein, for the placement of Temporary Structures within lots and properties found within the Town of Mills. It is understood that all such structures may only be placed within the Town in accordance with this Chapter and for those time periods set forth herein, except as otherwise specifically allowed by the Town Council of the Town of Mills.

17.12.045(b) Conditions

Wherever permits are required by this Chapter, the Permittee shall be understood to have given his assent to all conditions imposed upon the issuance of the permit and, further, all the provisions set forth herein, including the immediate removal provisions set forth in Section 17.12.050(g) and to have authorized the same. All permits issued under this section shall refer to this condition and include a ratification by the permittee that they understand and consent to these conditions.

All temporary structures references in this Chapter are understood not to be mobile structures of any kind. Excluded from this Chapter are trailers of all types and vehicles of all types with storage containers of any kind or living quarters of any kind provided, however that temporary structures addressed by Section 17.12.050(c) and Section 17.12.050(d) which are designed to set upon the ground but which are further designed for repeated use and which may accordingly be affixed with axles and wheels for movement may be permitted under this Chapter.

Nothing in this Chapter shall be read to require the duty to obtain a permit in any area for which the zoning otherwise authorizes structures of the type that are addressed in this Chapter. Where zoning regulations otherwise authorize structures that are addressed by this Chapter and allow the same, those provisions shall be regarded as controlling.

17.12.045(c) Construction offices, real estate offices and model homes for property, subdivision development and marketing.

Temporary structures utilized by construction companies, real estate offices and real estate brokers may be placed on any real property located within the Town of Mills, irrespective of any zoning otherwise precluding the same, on a temporary basis as follows:

1. Construction offices, real estate offices and model homes may be allowed by permit in any district or zoning area for the purpose of developing and marketing the property or subdivision in which they are to be located. Application for a temporary permit shall be made in accordance with the provisions set forth below and shall be accompanied by a site plan and a specific statement of such facts as concern the application for temporary permit.
2. Permits for such temporary uses and structures may be issued by the Planning or Building Official designated by the Town Council or such other Town officer designated for the issuance of such permits by the Town Council and shall not be issued if the site plan indicates undesirable conditions in regard to traffic flow, sanitation, or such other condition as may be reasonably contemplated to make the issuance of the permit undesirable or impractical. Permits for such temporary uses and structures shall be deemed to expire within a reasonable period following the conclusion of their original anticipated purpose. All such temporary uses and structures shall be removed or discontinued within ten (30) days after the expiration of the reasonable period of their anticipated use,, provided that the same has not been properly renewed by petition to the Town Council..

3. In the case of model homes, all such model homes contemplated by this Section are limited to structures that are temporary in nature. Any structure built as a model home which is also contemplated as being permanent in nature or to be in place for a period in excess of six (6) months at the time of its construction shall not be subject to being permitted under this section and must, instead, but built in accordance with those sections of the Mills Town Code which address permanent structures.

17.12.045(d) Constructor's offices and construction sheds.

Contractors' offices and construction sheds may be placed on any real property located within the Town of Mills, irrespective of any zoning otherwise precluding the same, on a temporary basis as follows:

1. Normal setbacks for the land use classification district shall apply.
2. Said use shall be designed in such a fashion so as to create no traffic hazard.
3. The contractor's office or construction shed shall be limited to use for construction of the project at the site of such construction.

17.12.045(e) Special event structures.

The Town Council or its designee may grant permission by way of a permit for the temporary use of tents, outdoor shelters, or other enclosed temporary structures on property within the Town of Mills for special events or business promotional purposes as follows:

1. The Town Council or its designee shall have made a determination that the use of the tent, outdoor shelter, or other enclosed temporary structure will be undertaken in a safe manner which is not inconsistent with the general welfare of the Town and its residents and which shall not constitute an unreasonable hazard to the safety and welfare of the public.
2. The use of canvas or fabric shelters on a temporary basis for a period of less than 12 hours during daylight hours shall not require the issuance of a permit.
3. The Town Council may impose such restrictions on the issuance of the permit as it deems reasonable.
4. The period for the permit's operation shall not exceed seven (7) days. No party shall be issued more than five (5) permits under this Chapter for any one calendar year.
5. The request for a permit shall be on such forms as provided by the Town Clerk. An application fee of \$25.00 shall accompany the form requesting such permission. Permission granted for such use does not in any way give the applicant a vested right for such use, and any substantial change in operation which adversely affects the general welfare, including the aesthetics of the city, is subject to an order of immediate discontinuance by the Town Council, the Mayor or the Mayor's designee. Such granted temporary use shall not become valid until and unless all conditions and safeguards imposed are entirely implemented by the applicant/property owner. Among the conditions and safeguards which may be imposed by the Town Council shall be included all of the following:
 - A. A site plan clearly showing the circumstances of the temporary use.
 - B. The parking requirements as shall be deemed necessary by the City Commission.
 - C. Performance standards regarding noise, the presence of mechanical equipment, vibration, smoke, dust, dirt, odors, fumes, humidity, glare, heat, fire, radioactivity lighting and similar impacts arising from such temporary structure.
 - D. Reasonable hours of operation.

E. Such additional requirements and safeguards as are deemed necessary for the protection of the surrounding property and the protection of the general welfare of the city.

5. Nothing in this section shall be read to prevent the erection or placement of tents or temporary structures upon residential properties as long as they are not placed for purposes other than business or promotional purposes and they are not erected for a period of greater than seven (7) days.

6. Permits issued under other provisions of this Code for special events which were applied for with the indication that a temporary structure would be used for the same do not require a separate permit under this Chapter for the temporary structure.

7. The use of tents or shelters upon property belonging to the Town of Mills shall not be subject to the provisions of this Section but rather shall be subject to those permits required for the private use of public property by the Town of Mills.

17.12.045(f) Portable on-demand storage structures.

The Town Council or its designee may grant permission by way of a permit for the portable on demand storage structures as follows:

1. A portable on-demand storage structure may be utilized as a temporary structure within the city when in compliance with the standards of this subsection. Any use of such structures within the city not in compliance with this subsection shall be unlawful.
2. The term "portable on-demand storage structures" shall be defined to be: any container, storage unit, shed-like container or other portable structure, or like containers that can or is used for the storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements.
3. Length of time structures may be on property; extensions.
 - A. A portable on-demand storage structure may be located as a temporary structure on property within the city for a period not exceeding 120 hours in duration from time of delivery to time of removal. No more than two portable on-demand storage structures may be located on a specific piece of property within the city at one time; such structures shall be individually limited to the duration time period established herein. Such temporary structure may not be located on a specific property more than two times in any given thirty-calendar-day period. Such temporary structure shall be located no closer than 10 feet to the property line unless placed on an existing impervious driveway. Such structure may not exceed eight feet six inches in height, 10 feet in width or 20 feet in length. It shall be the obligation of the owner or user of such temporary structure to secure it in a manner that does not endanger the safety of persons or property in the vicinity of the temporary structure. In the event of high winds or other weather conditions in which such structure may become a physical danger to persons or property, the appropriate law enforcement officers may require the immediate removal of such temporary structure.
 - B. In the event of fire, hurricane or natural disaster causing substantial damage to the structure, the property owner may apply to the city for permission to extend the time that a portable on-demand storage structure may be located as a temporary structure on the property. Application for such extended duration shall be made in writing and filed with the City Clerk's office and shall give sufficient information to determine whether such extended duration should be granted. The Mayor shall determine whether or not to grant such extended duration and the length of such extension. In the event of an adverse decision by the Mayor, the applicant may appeal such decision to the City Commission. In the event of such appeal, the decision of the City Commission shall be final.

17.12.045(g) Durable Portable on-demand storage structures.

The Town Council or its designee may grant permission by way of a permit for durable portable on demand storage structures as follows:

1. The term "durable portable on-demand storage structures" shall be defined to be: any container, storage unit, shed-like container or other portable structure, or like containers that can or is used for the storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements for a prolonged period of time as set forth herein. The term shall only apply to structures which are, by their nature, not affixed permanently to the ground and which are not served by public utilities such as electricity, natural gas, sewer or water.
2. The period for the permit's operation shall not exceed one (1) year in duration. The Town Council may reauthorize any permit issued under this Section for an additional year, but such permits shall not be presumed to be automatically extended.
3. The request for a permit shall be on such forms as provided by the Town Clerk and shall be first submitted to the Planning and Zoning Committee for consideration. The Planning and Zoning Committee shall provide its opinion on the issuance or denial of the permit within sixty (60) days of the receiving the same. The Town Council shall consider the application for the permit at the next regularly scheduled Town Council meeting after the Planning and Zoning Committee issues its findings. Failure of the Town Council to consider the application at the next regularly scheduled Town Council meeting shall not be regarded as requiring the issuance of the permit. The Town Council is not bound to the findings of the Planning and Zoning Committee and may issue its application based upon its own discretion. Issuance of such a permit shall in no way bind the Town Council to renew the permit upon an application for the same.
4. The Planning and Zoning Committee may request that the Town Council require the applicant to provide written notice of the proposed permit to residents within a specified distance of the proposed placement of the durable portable on-demand storage structure. The Town Council may require the same upon recommendation of the Planning and Zoning Committee or upon its own motion and adoption of the same.
5. Said application shall be accompanied by a site plan. An application fee of \$25.00 shall accompany the form requesting such permission
6. The Town Council may impose such restriction and conditions upon the issuance of the permit as it deems appropriate including such additional requirements and safeguards as are deemed necessary for the protection of the surrounding property and the protection of the general welfare of the city.

17.12.045(h) Violation of this Chapter.

Any failure to adhere to the provisions of this Chapter, 17.12.050, and any of its subparts shall be subject the provisions for violations of general offenses within the Town of Mills. In addition, any violation may be cause of the Police or Code Enforcement to issue an Order for the immediate removal of the offending structure, or its removal within a period not to exceed ten (10) days. Failure to adhere to such an order shall authorize the Town to remove the structure immediately, without notice, and the cost of such removal, together with the cost of administration of its removal, may be assessed against the property on which the temporary structure was located and may be filed as a lien against such property by the City Clerk. Such lien shall be superior in dignity to all other liens or encumbrances upon the property, including the lien of a mortgage, and shall be equal in dignity to the lien of ad valorem taxes.

Section 4:

Section 17.12.060 is to be added to the current Mills Municipal Code

17.12.060 Wireless Telecommunication Services (WTS)

17.12.060 (a) Purpose and Exclusions

The purpose of this chapter is to establish general guidelines for the siting of wireless communications towers, antennas and related equipment. The goals of this chapter are to:

1. Protect residential areas and land uses from the impacts of towers, antennas and related equipment;
2. Encourage the location of towers, antennas and related equipment in nonresidential areas;
3. Strongly encourage the joint use of new and existing tower sites as a primary option than construction of additional single-use towers;
4. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the impact on the community is minimal;
5. This excludes antennas used for non-commercial, residential family use such as residential satellite dishes, TV antennas and amateur radio antennas.

17.12.060 (b) Definitions

As used in this chapter, the following terms mean:

1. Accessory Use means a use dependent upon or pertaining to the principal use or main Use. Such use must be incidental to the principal use or main use; and (a) constitute a use which is secondary to significance to the principal or main use; and (b) be reasonably related to the main use.
2. Alternative tower structure. Alternative design antenna mounting structures other than a tower or monopole, i.e. clock tower, tower or monopole, i.e. light pole or windmill.
3. Antenna means any structure or device used for the purpose of collecting or transmitting electromagnetic waves or radio frequency or other wireless signals. Such shall include, but not be limited to radio, television, cellular, paging, personal Telecommunications services (PSC), microwave, Telecommunications and services, and devices including directional antennas, such as panels, microwave and satellite dishes, and omni-directional antennas> such as whip antennas.
4. Back haul network means the lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or public switched telephone network including all ancillary equipment, structures and other improvements installed to support the communication equipment.
5. Buffering means the use of specific measures designed to separate and protect differing land uses on separate properties.
6. Co-location means the use of an existing tower or structure to support antennas. for the provision of wireless services without increasing the height of the Tower or structure.
7. Commercial wireless telecommunications services means licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, unlicensed wireless services and other similar services that are marketed to the general public.
8. Height, when referring to a tower or other structure, means the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.
9. Preexisting towers and preexisting antennas. Any tower or antenna for which a building permit or Wireless Telecommunications permit (WTP) was issued prior to the effective date of this title, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.
10. Structure means anything constructed or erected that requires a more or less permanent location on the ground; fences, signs, monuments, statues, flagpoles, and

bridges shall be considered structures for the purpose of this chapter.

11. Tower means any ground, roof or otherwise mounted pole, spire, structure or combination thereof that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, monopole towers and associated supporting lines> cables, wires, braces, masts or other structures. The term includes but is not limited to radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and any tower support.

17.12.060 (c) General Requirements

All towers, including, but not limited to, radio and television aerials or antennas, dishes capable of receiving electronic transmissions from satellites or other sources, shall require a Special Review and Site Plan by the Planning and Zoning Commission and Town Council, subject to the procedures in Chapter 18.16 and Ordinance 513 of the Zoning Ordinance, and all sections of this chapter.

17.12.060 (d) Special Review Requirements

Applications for the construction or installation of new Wireless Telecommunication Facilities shall require a Special Review as set forth Chapter 17.16 of the Town of Mills Zoning Ordinance. A completed application and payment of an application fee are required prior to review.

17.12.060 (e) Site Plan Requirements

All applications for the construction or installation of antennae, towers and other equipment to provide commercial wireless telecommunication service are required to submit a site plan for approval by the town. In addition to the standard site plan requirements (as approved in Ordinance 719 of this code), the following information must be supplied with the site plan and prior to issuance of a building permit:

1. Site plan drawn to a one inch equals twenty feet scale.
2. The name, address, and phone number of all proposed users and operators of the tower.
3. The location, size and height of all structures on the property.
4. Location of the nearest residential structure and all other structures within a radius equal to twice the height of the proposed tower or antenna.
5. A description of the proposed tower and antennas, and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting.
6. The general capacity of the tower, and information necessary to assure that ANSI and all structural standards are met including loads for wind and ice.
7. The number and positioning of guy wires and antennas.
8. The actual intended transmission and the maximum effective radiated power of the antenna(s).
9. Certification that the proposed antenna(s) will not cause interference with other telecommunication devices.
10. A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities.
11. The type, locations and dimensions of all proposed and existing landscaping and fencing.
12. Site plans must show the locations for at least two equipment buildings, even if the tower is proposed for a single user.
13. For towers that are one hundred feet or greater in height above the ground,

a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen.

14. Each applicant must provide an inventory of its existing towers and antennas within the Town and within a fifteen mile radius of the proposed facility and provide specific information verifying the need for the proposed facility.
15. The Town may, at its sole option and discretion seek the assistance of any qualified expert in determining whether to approve any application, and all costs and expenses incurred in connection with such consultation or expert opinion shall be paid by the applicant within thirty days of receiving notice of such costs by the Town. Costs and fees incurred under this provision shall remain due and owing from any applicant notwithstanding the approval or denial of such application by the Town or the withdrawal of any application by the applicant.

17.12.060 (f) Permit Requirements

Applications for tower and associated equipment shall complete the following requirements:

1. All commercial towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall obtain a building permit from the building inspector prior to construction or erection.
2. The design of all towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall comply with applicable sections of the most recent edition of the International Building and Electrical Codes, as adopted by the Town.
3. Pre-engineered and prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall not require certification of a Wyoming professional engineer, providing the structure and installation are in accordance with manufacturer's recommendations. All drawings and installation instructions are subject to the approval of the building official.
4. All non-pre-engineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be designed by a licensed professional engineer, registered in the State of Wyoming.
5. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, all Back haul equipment and accessory structures shall be installed and maintained in compliance with applicable requirements of the International Building and Electrical Codes, Mills Ordinances and all other applicable statutes and regulations.
6. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall be supported from a fixed location and non-transportable.
7. All applications shall include an estimate of the costs of tower removal along with a bond cash, letter of credit, or other approved security as required by Ordinance.

17.12.060 (g) Setback, Height and Approval Requirements

1. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall, as set forth in this chapter, be built according to a site plan approved as set forth above. The Planning and Zoning Commission shall take into consideration the following guidelines when considering such site plans

and related materials. All such guidelines are discretionary with the Planning and Zoning Commission to use it best judgement, except where something below is indicated as being mandatory through the use of the words “must” or “shall” without modification through the inclusion of the term “ideally”:

A. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall ideally be set back a distance equal to at least one hundred percent (100%) of the height of the tower from any adjoining lot line. Any accessory structure shall ideally be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

B. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall not interfere with normal radio, television and/or telephone reception in the vicinity. Commercial messages and advertisements shall not be displayed on any tower. Violations shall be considered nuisance violations and shall be corrected under the enforcement provisions of the Town of Mills.

C. All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the chief building official may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding property owners.

D. In order to protect the public from the unnecessary exposure to electromagnetic radiation, the tower owner shall provide documentation indicating that the power density levels do not exceed federally approved standards, FCC emission regulations or American National Standards Institute (ANSI) standards, whichever provides stricter requirements.

E. Maximum tower heights shall be take into consideration the guidelines set out in Table 17.12.060 below.

F. Towers shall ideally not be located on top of buildings or structures in any residential district in nonresidential districts, towers are permitted on top of buildings or structures (which are not tower accessory structures).

G. The base of the tower, any guy wires, and any associated structures, walls, or fences shall ideally be surrounded by a landscaped buffer developed in accordance with Ordinance 719 of this title. Towers and antennas shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend them into the natural setting and surrounding buildings.

F. The information contained in Table 17.12.060 shall be taken into consideration where applicable, but where the same may be safely waived without danger to the health and safety of the public, or without interfering with existing communications, the Town Council may do so.

Table 17.12.060

ZONE	MAX HT.	P&Z REVI EW	COUNC IL APPRO VAL	ON TOP OF Structures
E-R D-R D-MH	70'	SR/ SP	SR/ SP	NP

PUD				
UR UA	100'	SR/ SP	SR/ SP	NP
E-B D-B MU PLI	70'	SR/ SP	SR/ SP	30% of Bldg. Ht. up to 70'
E-I	100'	SP	SP	30% of Bldg. Ht. up to 100'
D-I	200'	SP	SP	30% of Bldg. Ht. up to 200'

NP = Not Permitted

NA =Not applicable

SR = Special Review Permit Required

SP = Site Plan required

MAXIMUM HEIGHT = Maximum height permitted

17.12.060 (h) Co-Location

The shared use of towers is encouraged. Applications for towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent to residential property. The setback from adjacent nonresidential property maybe reduce by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit A binding agreement for the purposes of this section is one signed by all parties using the tower and by the affected landowners and which is binding for the duration of the facility's use or occupation of such land. This signed agreement will commit the users to occupy the tower immediately upon its completion.

17.12.060 (i) Antennas Mounted on Utility Poles or Light Poles

1. The equipment cabinet or structure used in association with antennas shall be located in accordance with the following:
2. In residential districts, the equipment cabinet or structure may be located in a front, side or rear yard provided the facility is no greater than 20 feet in height or 350square feet of gross floor area and the cabinet/structure is located a minimum of 25 feet from all lot lines.
3. In commercial or industrial districts, the equipment cabinet or structure shall be no greater than 20 feet in height. The facility shall be screened from view of all adjacent residential properties.
4. A Special Review and site plan application and fee are required.

17.12.060 (j) State or Federal Requirements

All towers meet current standards and regulations of the Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and any other agency of the , state or federal government with the authority to regulate towers and antennas.

17.12.060 (k) Building Codes; Safety Standards

To ensure the integrity of towers, the owner of a tower; shall ensure that the tower is maintained in compliance with applicable state and local building code standards and the applicable standards for towers that are published by the Electronic Industries Association, has ended.

17.12.060 (l) Removal of Abandoned Antennas and Towers, Insurance and Additional Requirements

1. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from date of written notification. Towers and grounds which are not maintained for a period of six months or more, as agreed to in the site plan agreement, shall be removed by the owner within ninety days from date of written notification. Failure to remove a tower in accordance with this provision shall constitute a criminal offense punishable under the General Offenses provision of the Town Code of the Town of Mills. Maintenance of a tower upon real property that is not in compliance with this provision shall constitute a criminal offense punishable under the General Offenses provisions of the Town Code of the Town of Mills. Each additional thirty (30) day period after a tower is in violation of this provision shall constitute an additional and separate offense.
2. All towers shall be covered by a general liability insurance policy in an amount not less than five hundred thousand dollars.
3. The town reserves the right to enter upon and disconnect, dismantle or otherwise remove any tower or telecommunications facility should same become an immediate hazard to the safety of persons or property due to emergency circumstances, as determined by the mayor or his designee, such as natural or man-made disasters or accidents, when the owner of any such facility is not available to immediately remedy the board. The town shall notify any such owner of any such action within twenty-four hours. The owner and/or operator shall reimburse the town for the costs incurred by the town for action taken pursuant to this section.
4. To enable the town to keep accurate, up-to-date records of the placement of telecommunication towers and facilities within city limits, at the time the work on the facility or tower is complete and before operation begins, the owner/operator of the tower shall submit documentation to the town's building department providing:
 - A. Certification in writing that the tower is structurally sound and conforms to the requirements of the town's building code and all other construction standards set forth by the town's code, federal and state law by filing, a sworn and certified statement by an engineer to that effect. The tower owner may be required by the town to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. The certification must be based upon on-site physical inspection by an engineer certified by the State of Wyoming;
 - B. The number of providers located on the tower, the type and use of any antenna located on the tower, and the name, address and telephone number of any owner, if there has been a change of ownership of the tower;
 - C. An initial payment of a registration fee which shall be in

addition to any franchise fee paid by owner or operator of the tower or facility, for all towers or facilities located within the town shall be required and shall be submitted to town clerk at the time of submission of the documentation, as required in subsections (5)(A) and (B) of this section;

- D. An annual registration payment, which shall be in addition to any franchise fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the town shall be required and submitted to the community development department no later than July 1st of each year, and shall include a written certification stating that the data submitted pursuant to subsection (E)(1) of this section is current as of the date of payment, and if not current, stating any changes therein. In the event the owner does not fulfill the annual registration requirement or does not pay the annual registration fee, the owner shall remove such tower within ninety days of written notification. In the event the owner shall fail to remove such tower, as provided in this section, the town shall have the right to enter the premises and remove the tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied, as provided in subsection B of this section.
- E. The town reserves the right upon reasonable notice to the owner/operator of the tower to conduct inspections for the purpose of determining whether the tower, equipment, and/or related buildings comply with all provisions of this code, the applicable building codes or all other construction standards provided by local, state or federal law.

17.12.060 (m) Nonconforming Uses

1. No Expansion of Nonconforming Use

Towers that are constructed and antennas that are installed in accordance with the provisions of this title shall not be deemed to constitute the expansion of a nonconforming use.

2. Preexisting Towers

New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this chapter.

Section 5:

Section 17.18.025 is to be added to the current Mills Municipal Code

17.18.025 MINOR BOUNDARY ADJUSTMENTS

17.18.025(a) Purpose: To create an administrative process that establishes minimum procedures and informational requirements to expedite the preparation, review and approval of minor subdivision boundary adjustments that meet the applicability standards in (section below 17.18.025(b)). No public hearing shall be required.

17.18.025(b) Applicability Standards:

- (1) The minor boundary adjustment plat shall not affect, create or alter more than two (2) lots, and shall not be used to adjust boundaries of more than two (2) lots or tracts at a time.

- (2) Only those boundaries specified below that are currently platted may be changed as minor boundary adjustments. All other boundary adjustments shall comply with Chapter 17.18, Subdivision Regulations, and the Zoning Ordinance.
1. The division of previously platted property into no more than two (2) lots. All lots must be in conformance with the applicable zoning district regulations and the requirements of Mills Municipal Code.
 2. An adjustment for encroachment, right-of-way width change, or setback violation, on a lot size and boundary dispute.
 3. An adjustment to combine with an adjacent lot or tract. The adjustment of the boundary of a lot or tract for the purpose of combining portions of it with an adjacent lot or tract within the same subdivision subject to the following:
 - i. Merge divided portion. The divided portion shall be totally merged with and combined with the adjoining lot or tract so that no additional lots are created, and the resulting lot or tract shall be established as a single lot or tract for all purposes, by means of an acceptable recorded instrument.
 - ii. Conformance with zoning district. Each of the resulting lots shall conform to the requirements of Chapter 17.18, Annexations and Subdivisions and the Zoning Ordinance of the Mills Municipal Code, and the degree of any nonconformity of either lot shall not be increased.
 4. Easements. Recording of public easements and the dedication and/or release of public easements.
- (3) Planning staff shall determine whether or not any minor boundary adjustment application is submitted with the intent of, or having the effect of, avoiding preliminary and/or final plat procedures and requirements. If it is determined that the minor boundary adjustment plat application circumvents preliminary and/or final plat procedures, the Town Planner or his/her designee shall reject the application submitted under this section and require the applicant to submit a preliminary plat meeting all the provisions of Chapter 17.18, Annexations and Subdivisions and the Zoning Ordinance of the Mills Municipal Code.
- (4) A minor boundary adjustment shall not be approved by the Town Planner or his/her designee if it proposes variances to any provision contained within this chapter, nor if the minor boundary adjustment would require a variance pursuant to the Zoning Ordinance. Variances shall only be considered by the Planning and Zoning Board as specified in Section 17.16.035, Variances, Mills Zoning Ordinance.
- (5) The subject property adjustment does not require, under these regulations, the design or construction of any public improvements except sidewalk.
- (6) The minor boundary adjustment procedure as set forth in this section may not be used more than two (2) times in five (5) calendar years on any piece of property.

17.18.025(c) Pre-application Meeting: Persons desiring minor boundary adjustments to property may meet with Planning staff, prior to submitting an application for minor boundary adjustment. The purpose of the meeting shall be to review the proposal and the requirements and procedures for minor boundary adjustments.

- (1) The Town Planner or his/her designee shall have the authority to prepare forms requiring supporting information for minor boundary adjustments.

17.18.025(d) Application – Contents – Fee: A complete minor boundary adjustment application must be submitted to the Planning staff. A complete application shall consist of:

- (1) One copy of a minor boundary adjustment plat, one PDF version, one transparency containing all items required in 17.18.20, final plat, and an electronic copy in a .dwg format for incorporation into Natrona County's GIS system.
- (2) A completed minor boundary adjustment application.
- (3) The original of the minor boundary adjustment plat application.
- (4) A nonrefundable review fee, established by the council, must be paid at time of submission.
- (5) Proof of ownership of the land in question, such as a title policy, a letter from a title company certifying ownership, or an attorney's title opinion.

17.18.025(e) Preparation and Required Information: A minor boundary adjustment plat must be prepared by a registered Wyoming land surveyor and be clearly drawn on a transparent, stable base material, and shall include the following:

- (1) The name of the subdivision, legal description, name and signature(s) of owner(s), developer(s) and engineer, placed in the lower right-hand corner of the plat;
- (2) Space for the filing record of the clerk's office;
- (3) Dedication and acknowledgement statement executed by the owners of all legal and equitable interests in the property being subdivided, with corporate seal when appropriate. The dedication shall be in a form approved by the Town Attorney and in accordance with state law;
- (4) Date of preparation, written scale, graphic scale (one inch equals fifty feet [1" = 50'] or a multiple thereof) and north sign designated as a true north;
- (5) Location of land other than roads intended to be conveyed or reserved for public use or reserved in the deeds for the use of all property owners in the proposed subdivision. Such land shall be identified by a lot and block or tract number;
- (6) Certification in the form required by law by a Wyoming land surveyor to the effect that the layout represents a survey made by him or under his supervision, and that all dimensional and other details are correct;
- (7) Exact closure, which shall be in excess of one foot in ten thousand feet;
- (8) Signature blocks for use, after approval by the Town Planner, Town Engineer and Mayor, and Town Clerk;
- (9) Any differences between bearings (azimuths) and distances of other adjoining surveys, in written notations;
- (10) The basis of bearings (azimuths) and distances of other adjoining surveys, in written notations.
- (11) A layout including the following:
 1. Boundary lines with accurate distances and bearings, and the exact location and width of all existing or recorded streets intersecting the boundary of the property,
 2. Where applicable, curve data, so labeled, showing the radii, central angles, arc length, notation of nontangent curves, and location of points of curvatures and intersections,
 3. Location of existing and proposed easements (including, but not limited to drainage, access and utility easements), designated as to use and size,

4. The right-of-way lines, widths, locations and street names of all existing streets or roads within the proposed subdivision,
 5. The location and amount of land to be dedicated for public facilities, if such dedication has been agreed upon in writing by the town;
 6. Two reference northing, easting points, with convergence angle and scale factor in Wyoming State Plan Coordinates, East Central Zone NAD83/2011.
- (12) The names of abutting subdivisions, or an indication that abutting property is unplatted;
 - (13) A vicinity map indicating the location of the subdivision with respect to a recognizable larger area, at a scale of one inch equals six hundred feet (1" = 600') unless written approval of the Town Planner is obtained for another scale;
 - (14) A size conforming to one of the following:
 1. Eleven by seventeen inches,
 2. Twenty-Two by thirty-four inches.
 3. Twenty-Four by thirty-six inches
 - (15) Upon approval of the boundary adjustment and prior to its recording, the applicant shall submit a digital format of the plat in a computer-aided drafting (CAD) format per Natrona County Geographic Information System (GIS) data submittal requirements.

17.18.025(f) Application – Planning Department – Review Procedures

- (1) The Town Planner, or their designee, will use their best efforts to review the application for conformance with the application requirements within five (5) working days of submittal.
- (2) If the application does not conform to the requirements of 17.18, the application will be returned to the applicant. The Town Planner shall notify the owner, in writing, if the application is determined to be incomplete. The written notice shall document the reasons upon which the determination was made and shall list items needed for the application to be complete. Applicant shall have thirty (30) working days from the date of written notice to make corrections to the application and otherwise fully conform to the requirements. This time period may be extended because of caseload and complexity of applications at the sole discretion of the Town Planner or his/her designee. If the applicant fails to bring the application into full conformance with the requirements within thirty (30) days from the date of written notice, and an extension is not granted, the Town Planner or his/her designee shall deny the application.
- (3) Upon determination by the Town Planner that the application is complete, and otherwise fully conforms to the application requirements, the staff shall furnish the following Town of Mills departments and offices with a copy of such minor boundary adjustment plat and relating supporting documents for review and comment:
 1. Public Works Department
 2. Town Engineer
 3. Town Surveyor
 4. Building Inspector
 5. Fire Chief
 6. Police Chief
- (4) If the Town Planner determines that other agencies and offices may be affected by or interested in the minor boundary adjustment plat, staff may furnish the following

agencies and offices with a copy of such minor boundary adjustment plat and supporting documents for review and comment:

1. Wyoming Department of Transportation
 2. Natural Gas Companies
 3. Electric Power Companies
 4. Telephone and Communication Companies
 5. Cable Television Companies
 6. Adjacent Municipalities
 7. Natrona County Development Office
 8. Natrona County Road and Bridge
 9. Other Interested Agencies and Offices
- (5) All such reviewing agencies and offices will be requested to review the application and required supporting documents within five (5) working days from the date of distribution of the minor boundary adjustment plat to make any objections or comments to the Town Planner. This time period may be extended because of caseload and complexity of applications at the sole discretion of the Town Planner. The Town Planner shall prepare a staff report based on comments received.
- (6) The Town Planner and the Town Engineer, or their designees, will use their best efforts to hold a review in the Mills Town Hall within five (5) working days from the preparation of the staff report to approve, approve with conditions, or deny the purposed boundary adjustment plat.
- (7) In taking action on a minor boundary adjustment plat, the Town Planner or Town Engineer shall consider any comments received from agencies or offices receiving copies of the minor boundary adjustment plat. If the Town Planner or designee determines that the minor boundary adjustment plat is in conformance with the provision of this chapter, as well as the zoning regulations applicable to the zoning of the subject property, the Town Planner and the Town Engineer shall approve the minor boundary adjustment plat. If the Town Planner and the Town Engineer determine that the minor boundary adjustment plat, as proposed, may be detrimental to the public health, safety, or welfare, or does not meet the applicability standards in this section, or involves factors which should be reviewed by the Planning and Zoning Board and Town Council, the Town Planner and the Town Engineer shall deny the application or shall treat it as a final plat, under Mills Municipal Code, Chapter 17.18. When treated as a final plat, the applicant shall pay such additional fees and provide additional required materials as may be required for processing the final plat under said chapter, or the applicant may withdraw the application at applicant's sole discretion.
- (8) The decision of the Town Planner and the Town Engineer on the minor boundary adjustment plat shall be considered final.
- (9) After the Town Planner and the Town Engineer have approved the minor boundary adjustment plat, said plat shall be forwarded to the Town Council for approval, by Resolution.
- (10) If the Council approves the minor boundary adjustment plat, the Mayor, Town Planner, Town Engineer, Town Clerk and Owner and/or legal representative shall sign the final plat for submittal of recordation to the Natrona County Clerk.
- (11) No minor boundary adjustment plat shall be recorded by the Natrona County Clerk prior to signing by the Town Planner, Town Engineer and Mayor accompanied by the associated Resolution for approval.
- (12) The applicant shall pay the application fee established by the Mills Town Council. The Town Clerk, upon payment of the required fees by the applicant, will record the plat and Improvement Agreement, if any, with the Natrona County Clerk's Office.

Section 6:

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

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

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

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

TOWN OF MILLS, WYOMING

Seth Coleman, Mayor

Sara McCarthy, Council

Darla Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTEST:

Christine Trumbull, Town Clerk

Resolution Number **2020-39**

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

Town of Mills Fire Department

FOR THE PURPOSE OF:

The Fire Department seeks a grant for the total amount of \$132,00, including match, to replace their current 1992 Ford F350 single cab, gas engine Brush Truck with a newer, more reliable Ford F550 or Ram 5500 crew cab diesel truck. This new Brush Truck will better accommodate the health and safety of citizens when the Mills Fire Department is called upon to fight fires.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the Town of Mills Fire Department

desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the Town of Mills Fire Department

recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the Town of Mills Fire Department

plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s):

One-cent funds in the amount of \$33,000 25% match

(Describe the Source and Status of All Matching Funds)

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

Town of Mills Fire Department

that a grant application in the amount of **\$ 132,000.00**

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the

1/21/2021

(Date of SLIB Meeting)

to assist in funding the

Town of Mills Fire Department Brush Truck Replacement

(Name of Project)

BE IT FURTHER RESOLVED, that

Sabrina Foreman, Community Development Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the

Town of Mills Fire Department

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

(Date)

day of

(Month) (Year)

(Signature)

Seth Coleman, Mayor

(Name and Title)

Attest:

(Signature)

Christine Trumbull, Town Clerk

(Name and Title)

Resolution Number **2020-40**

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

City of Mills

FOR THE PURPOSE OF:

The City of Mills seeks \$20,854 for the 25% match requirement from the FEMA Public Assistance Grant along with \$13,871 in reimbursement expenses which were ineligible through the FEMA Public Assistance grant for a total request of \$34,725.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the City of Mills

desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Mills

recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Mills

that a grant application in the amount of **\$ 34,725.00**

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

Coronavirus Relief Grant Program

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

Sabrina Foreman, Community Development Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the City of Mills

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

(Date)

day of

(Month) (Year)

(Signature)

Seth Coleman, Mayor

(Name and Title)

Attest:

(Signature)

Christine Trumbull, City Clerk

(Name and Title)

OFFICE OF STATE LANDS AND INVESTMENTS

Coronavirus Relief Grant Program

Certification Statement

WHEREAS, the Governing Body for the

City of Mills

Hereby Certifies that the funding being applied for under the WYOMING CORONAVIRUS RELIEF FUND GRANT program meets the requirements set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). It is further certified that the funding being applied for meets the requirements of 2020 Spec. Session 1, SEA No. 001.

The CARES Act provides that payments from the Grant Fund may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

If any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

BE IT FURTHER RESOLVED, that

Sabrina Foreman, Community Development Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the Certification Statement to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

_____ day of _____

(Date)

(Month)

(Year)

(Signature)

Seth Coleman, Mayor

(Name and Title)

Attest:

(Signature)

Christine Trumbull, City Clerk

(Name and Title)

State of Wyoming State Loan and Investment Board Coronavirus Relief Grant Program

APPLICANT INFORMATION

Applicant Category Government Entity: Medical Entity: Tribal Council:

Applicant:

Mailing Address:

City: State: Zip:

E-Mail Address: Phone #:

Tax ID #:

Contact Person (Name and Title):

Phone #: E-Mail Address:

WYOMING CORONAVIRUS RELIEF FUND INFORMATION

CRG Funding Name:

Amount of Funding Requested: NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding Percentage
		Pending	Approved		
					0.00%
					0.00%
					0.00%
					0.00%
Total Other Funding	\$0			\$0	

*Documentation to support the status must be attached to the Application Packet.

Estimated Total Funding Request:

Balance of Request Unfunded:
Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Funding Percentage: (Final Funding Percentage is Determined by Board Approved Amount)
% is auto calculated
(Amount Requested/Estimated Project Costs)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.

To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria.

I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature _____ Date _____

Name and Title (typed)

Applicant: City of Mills, Wyoming

CRG Request Type City of Mills FEMA Public Assistance Grant Match Reimbursement

1. Are the funds being applied for to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19?

Yes	No
X	

2. Are the funds being applied for used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020?

Yes	No
X	

3. Are the funds being applied for used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?

Yes	No
X	

4. Will the funds be fully expended (not just encumbered) by December 30, 2020?

Yes	No
X	

5. Will there be reporting requirements (in addition to SLIB's) related to the use of the funds, if any? If yes, please explain below.

Yes	No
	X

[Empty text box for reporting requirements]

6. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity is eligible for.

As a unit of local government, the City of Mills, Wyoming, is eligible for FEMA Disaster Relief funds; HUD CDBG non-entitlement funds; EDA Economic Adjustment Assistance CARES Act funds; and FEMA Assistance to Firefighters Supplemental Funds.

7. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has applied for.

As of September 2020, the City of Mills has applied to FEMA for \$97,287 in FEMA Public Assistance Disaster Relief Funds with \$24,321.75 in local match (25% of total cost of \$97,287) through the Public Assistance program. These funds are to cover costs the City spent on sanitation supplies, hand sanitizer raw materials and PPE. See the attached COVID-19 FEMA Public Assistance Cost Breakdown for more detail. The city applied for HUD CDBG Imminent Threat funding in the amount of \$250,000 for Wyoming distilleries to manufacture and distribute hand sanitizer. The City of Mills also applied for a Fiber for Crises Communications Project through the CARES Act for \$200,000.

8. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has received.

The City applied for \$250,000 in HUD CDBG Imminent Threat funding through the Wyoming Business Council to offset and reimburse Wyoming distilleries for costs associated with the manufacture and distribution of free hand sanitizer for first responders and health providers statewide. The City did not receive any direct funding through the CDBG program but was a pass through entity for the distillers to be reimbursed for their materials and labor in producing hand sanitizer. This grant has paid \$115, 230 to distillers as of August 6, 2020. The FEMA Public Assistance fund manager has notified the City they will receive \$62,562.16 as only \$83,416.21 was approved (25% match requirement), however, the City has not received any funds from FEMA as of September 9, 2020.

Coronavirus Relief Grant Program Check List

Required Information for All Applications

- Application (At a minimum, first 3 "Tabs" of this application form plus this checklist must be completed and submitted).
- Standard resolution executed by the Governing Body authorizing the filing of the application. The resolution should include the amount of the grant being requested, name of project of CRG Request Type.
- Certification Statement
- Copy of current approved and signed budget.
- Entities that are not on the States WOLFS Accounting System must provide a completed Federal IRS W-9 form.

Additional Information for Special District Applying for CRG Funding

- Copy of County Commissioners resolution that shows formation of special district
- Copy of certification from the County Commissioners that the special district currently exists

Additional Information for Joint Powers Boards Applying for CRG Funding

- Copy of certificate of organization filed with the Secretary of State
- Copy of executed joint powers agreement approved by the Attorney General

Ensure you have entered something in every box this color.
All questions must be answered in order for the application to be considered complete.

Submit one (1) original Application, Resolution and Certification Statement, signed in BLUE, and Supporting Documentation to the following address:

**OFFICE OF STATE LANDS AND INVESTMENTS
 ATTN: GRANTS AND LOANS DIVISION
 HERSCHLER BUILDING 1st FLOOR WEST
 122 WEST 25th STREET
 CHEYENNE, WYOMING 82002**

OFFICE OF STATE LANDS AND INVESTMENTS
Coronavirus Relief Grant Program
Application Instructions

This Application Form is to be completed when applying for funding from the Coronavirus Relief Grant (CRG) Program.

The Office of State Lands and Investments (Office) will provide the completed Application to the State Loan and Investment Board as the applicant's summary of the request for funding.

Applicants should view this form as your opportunity to inform the Board of the need for the proposed Coronavirus Disease 2019 (COVID-19) expenses and the reason the State should help with the expenses. There is no limit on the length of the Application, please attach additional pages if needed. However, the Office suggests a bulleted format and please bear in mind the time constraints of the State Loan and Investment Board.

GENERAL INSTRUCTIONS

- 1 Submit application and all supporting documentation on legal size paper (8 1/2 x 14).
- 2 Ensure the application is complete. All applicants are required to fully complete and submit the Resolution, Certification Statement and Tab 1 through Tab 3.

Incomplete applications will not be presented to the State Loans and Investment Board for consideration.

- 3 If you are not sure what the application is asking for, call the office and ask. Please see Contact list below.

CHECKLIST

- * The checklist should be utilized to ensure all required documents are submitted with your application.
- * The checklist provides a list of additional documents necessary for special districts, joint powers boards applying for CRG funding.

CERTIFICATION STATEMENT

- * A properly executed and signed certification statement must be submitted with all applications.

RESOLUTION

- * A properly executed and signed resolution must be submitted with all applications.
- * You can utilize the resolution included in this Application or you can create your own.
- * The resolution included in this application has the name of the entity linked through the document. Therefore, you only need to enter your entity's name once at the beginning of the document. To complete the resolution you will need to put the necessary information in the colored boxes.

Tab 1 - General Information

- * All applicants are required to complete this page.
- * The "Applicant Name" and "CRG Request Type" will carry through to the rest of the application pages.
- * In the table for other funding, **do not** include the funding being requested with this application.
- * The following fields will auto calculate - "Balance of Request Unfunded", "Funding Percentage", "Estimated Reimbursement Rate" and "Total Other Funding".
- * Ensure the signature on the application is in **BLUE** ink.

Tab 2 - Questions

* All applicants are required to complete this page.

Tab 3 - Narrative

* All applicants are required to complete this page

OSLI Contact List

Beth Blackwell, Grants & Loans Program Manager
Tel: 307-777-6373, email: elizabeth.blackwell@wyo.gov

Shawn King, Senior Grants & Loans Analyst
Tel: 307-777-6646, email: shawn.king1@wyo.gov

Shauna Perkins, Grants & Loan Officer
Tel: 307-777-7453, email: shauna.perkins1@wyo.gov

Brian Ferrari, Senior Accounting Analyst
Tel: 307-777-6645, email: brian.ferrari1@wyo.gov

Rebecca Webb, Community Loan Officer
Tel: 307-777-6046, email: rebecca.webb@wyo.gov

Ensure you have entered something in every box this color.
All questions must be answered in order for the application to be considered complete.

Submit one (1) original and one (1) copy of the Application, Resolution and Certification Statement, signed in BLUE, and Supporting Documentation

**OFFICE OF STATE LANDS AND INVESTMENTS
ATTN: GRANTS AND LOANS DIVISION
122 WEST 25th STREET
HERSCHLER BUILDING 1st FLOOR WEST
CHEYENNE, WYOMING 82002**

**TOWN OF MILLS
RESOLUTION 2020-41**

**A RESOLUTION AUTHORIZING THE DEVELOPMENT OF
A COMMUNITY GARDEN**

WHEREAS, Isaiah Bates, a member of the Boy Scouts of America who is currently working obtaining his Eagle Scout Rank, is tasked with developing and enacting a service project which is helpful to the community; and

WHEREAS, Scout Bates has proposed a Community Garden and presented his proposal to the Town Council of the Town of Mills, Wyoming ;and

WHEREAS, During the Work Session Scout Bates submitted his plan and proposal and answered questions submitted by members of the Town Council, and

WHEREAS, During the Work Session Scout Bates submitted his plan and proposal and answered questions submitted by members of the Town Council, and

WHEREAS, Scout Bates has proposed, as part of his plan, that the Town of Mills provide a location for the Community Garden, water for the same, and potentially a shed for garden tools, and he shall in turn, as part of the project, provide raised garden beds through money he has raised for the same and through labor contributed by members of the Boy Scouts of America

WHEREAS, The Town Council of the Town of Mills has considered the proposal and agrees with Scout Bates that a Community Garden would be helpful to the community of Mills; and

WHEREAS, The Town Council has available to it certain property suitable for a Community Garden in Freden Park and is willing to dedicate the use of said property for the same and, further, is willing to provide water to the same for the use of a Community Garden and to allow and arrange for the construction of a shed, or such other containers as may be suitable for garden tools, and to allow the creation of a Community Garden pursuant to this proposal.

NOW THEREFORE, The Town Council approves Isaiah Bates proceeding with the development of a Community Garden in the Town of Mills, with the same to be located at Freden Park, with the Town of Mills to locate the ground to be used for the same and to provide water for the same and to construct a small shed or other suitable containers for garden tools, with the remainder of the labor and costs to be born by Scout Bates and such volunteers as he may arrange for. Nothing in this Resolution shall be read to authorize a transfer in ownership of real property belonging to the Town of Mills nor to obligate the Town of Mills to maintain and continue with this project in perpetuity.

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

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

**TOWN OF MILLS
RESOLUTION 2020-42**

**A RESOLUTION AUTHORIZING CESSATION OF PARTICIPATION IN CITY OF
CASPER RECYCLING PROGRAM**

WHEREAS, The City of Casper, Wyoming has undertaken a recycling program in which the City of Casper undertook to pick up recyclable materials at various locations in Natrona County, Wyoming, including a location within the Town of Mills; and

WHEREAS, The City of Casper operated this program free of charge to the Town of Mills; and

WHEREAS, The Town of Mills supplied the receptacles for the program in the Town of Mills; and

WHEREAS, The City of Casper has determined to commence charging those municipalities outside of the City of Casper for the recycling operations and has presented to those municipalities, including the Town of Mills, a fee schedule for continuing to pick up materials recycling under various options.

WHEREAS, The Town of Mills, in keeping with its obligations to operate in a fiscally prudent matter, has undertaken to determine the desires of the residents of the Town of Mills to participate in this program after charges are now in place; and

WHEREAS, It has been noted that the residents of the Town of Mills will continue to have nearby options should they individually wish to continue with recycling; and

WHEREAS, the results of the Town of Mills' efforts to determine the desires of their residents in regard to recycling has determined that a majority of those who have made their wishes known do not wish to participate in the City of Casper's program and cause the Town of Mills to incur costs

NOW THEREFORE, The Town Council, after due deliberation, has determined to cancel its participation in the City of Casper's recycling program and to provide notice to the City of Casper regarding the same with the Town of Mills retaining the property belonging to the Town of Mills, including the receptacles.

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

Seth Coleman, Mayor

Sara McCarthy, Council

Darla R. Ives, Council

James Hollander, Council

Ronald Wales, Council

ATTESTED:

Christine Trumbull, Town Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	4
5.01 Opinions of Probable Construction Cost	4
5.02 Designing to Construction Cost Limit	4
5.03 Opinions of Total Project Costs.....	4
ARTICLE 6 – GENERAL CONSIDERATIONS.....	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	6
6.03 Use of Documents	6
6.04 Electronic Transmittals.....	7
6.05 Insurance	7
6.06 Suspension and Termination	8
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	10
6.10 Environmental Condition of Site.....	10
6.11 Indemnification and Mutual Waiver	11
6.12 Records Retention.....	12
6.13 Miscellaneous Provisions.....	12
ARTICLE 7 – DEFINITIONS.....	12
7.01 Defined Terms	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	16
8.01 Exhibits Included:	16
8.02 Total Agreement:	17
8.03 Designated Representatives:	17
8.04 Engineer's Certifications:	17

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 14, 2020 (“Effective Date”) between
Town of Mills, WY (“Owner”) and
Environmental and Civil Solutions, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Buffalo Meadows Addition, Mills WY

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Platting, Geotechnical Study, Design Engineering and Construction Administration**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. The Engineer shall submit a copy of all correspondence, progress reports, inspections reports, and other written communications to the funding agencies. The Engineer shall make available for inspection the results of tests of materials and workmanship requested by the funding agencies.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. Invoices must include a breakdown of services provided.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.
- E. *Payments to the Engineer:* The Owner shall initiate approval of payment promptly upon receipt of a statement from Engineer, and payment shall be made within ten (10) days of receipt of moneys from the funding agencies.

Final payment to Engineer is not due until Engineer submits to the Owner an affidavit stating that all payrolls, bills for materials and equipment and other indebtedness connected with the Agreement for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied except for those to be paid with the proceeds from the final payment and retainage.

The acceptance by Engineer of final payment shall constitute a waiver of all claims by Engineer, and waiver of all claims by the owner except those arising from:

- 1. Unsettled liens
- 2. Unapproved or unacceptable work
- 3. Failure of the work to comply with the requirements of the Agreement
- 4. Terms of any special warranties required by the Agreement

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer’s opinions (if any) of probable Construction Cost are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer’s rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or

represented to be suitable for use on the Project unless completed by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. The Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to

the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer’s receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this

Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

- 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
- 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- 38. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

B. *Day:*

- 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit (not used with Agency concurrence).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution (not used).
- I. Exhibit I, Limitations of Liability (not used).
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements

A. *Agency Concurrence.* Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency’s applicable requirements. This Agreement shall not be effective unless the Funding Agency’s designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency’s designated representative concurs.

B. *Audit and Access to Records.* Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with “Byrd anti-lobbying amendment (31 U.S.C. 1352)” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosures forms shall be provided by Owner.

D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions,” to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Mills**

Engineer: **Environmental and Civil Solutions, LLC**

By: _____
Print name: **Seth Coleman**
Title: **Mayor**
Date Signed: **August 25th, 2020**

By: _____
Print name: **Shawn Gustafson**
Title: **Principal**
Date Signed: **August 14th 2020**

Engineer License or Firm's Certificate No. (if required):

State of: **Wyoming**

Address for Owner's receipt of notices:
P.O. Box 789
Mills, WY 82644

Address for Engineer's receipt of notices:
111 West Second Street, Suite 600
Casper, WY 82601

Designated Representative (Paragraph 8.03.A):
Seth Coleman
Title: **Mayor**
Phone Number: **307.234.6528**
E-Mail Address: **scoleman@millswy.gov**

Designated Representative (Paragraph 8.03.A):
Shawn Gustafson
Title: **Principal**
Phone Number: **307.337.2883**
E-Mail Address: **sgustafson@ecsengineers.net**

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Engineer’s Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Platting Phase

- A. Prepare Preliminary and Final Plats to the standards set forth by the Town of Mills, Natrona County, and the State of Wyoming of the “Project Area”. this plat will generally conform to the concept accepted by the Owner and the Agency contained in the Preliminary Engineering Report (PER). The Engineer Shall:
 - 1. Provide a Boundary, Topographic and Feature survey of sufficient breadth and detail, under the direct supervision of a Licensed Land Surveyor in the State of Wyoming, to provide basis for the Preliminary Plat and Final Plat.
 - 2. Prepare and submit to the Owner a Preliminary Plat meeting the specified requirements for review and consideration by the Owner.
 - 3. Provide Aid to the Owner in preparation of the Plat Application to the Town. The Owner shall provide for any and all application fees.
 - 4. Prepare and submit a Final Plat concurrently with the Preliminary Plat for Review and consideration of the Owner. (same application)
 - 5. Attend Town of Mills Planning Commission Meeting to support application and acceptance.
 - 6. Attend Town of Mills Council Meetings to Aid in Plat application and acceptance.
 - 7. Provide final, accepted Plat in Natrona County acceptable format printed on Mylar media, signed and sealed by Licensed Land Surveyor for signature of required parties and recording.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner and concurrence by Agency of the Plat, issuance by Owner of any instructions for use of certain Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer’s compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer’s services, resulting

from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide any necessary additional field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.

- 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. The Engineer will provide any additional explorations and tests of subsurface conditions at or contiguous to the Site necessary for design of the project.
 - b. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
 - c. Provide legal descriptions of all easements, accesses and right-of-way required for construction of and the long-term maintenance of the project for use by the Owner in obtaining said easements, access and right-of-way.
 - d. Review and ensure compliance with the Wyoming Governor's Sage Grouse Initiatives and Directives.
 - e. List items to be designed by Contractor.
- 10. Furnish one review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
- 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner one copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The specifications shall conform to the Master Format of the Construction Specifications Institute. The referencing other specifications using the Master Format are not acceptable; they must be included in the contract documents.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final plans and specifications comply with those standards, where applicable.
 - b. The Engineer will certify on the contract drawings that the buildings included in this project meet the Agency Seismic Safety requirements of 7CFR1792 Subpart C.
 - c. All facilities intended for or accessible to the public or in which physically handicapped persons may be employed must be developed in compliance with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 1990.
 - d. Provide all required back-up documentation, applications and file for, on behalf of the Owner, any and all permits required for construction of the project. The Owner will be responsible for any and all application fees.
10. Furnish for review by Owner, its legal counsel, and Agency, and other advisors, three copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 30 days after receipt of Owner’s comments and instructions.
 - 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer’s Certification of Plans and Specifications (Attachment GC-B) for this purpose.
- B. Engineer’s services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer’s services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer’s services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer’s compensation has been established under this Agreement is zero. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or

- requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the work. Engineer shall issue a bid addendum for any and all approved "or equal" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
 - b. Evaluate qualifying proposals and provide a written recommendation for award to Owner and Agency.
 - c. The Engineer shall provide the Owner and the Agency the required documentation identified in the RD Post Bid Procedures.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 4. *Pre-Construction Conference:* Participate and chair in a pre-construction conference prior to commencement of Work at the Site. The RD pre-construction form guide (or approved equal) should be used for this conference. The meeting notes will be provided to all conference attendees.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including

Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines, Benchmarks and Layout Staking:* As appropriate, establish baselines, benchmarks and layout staking for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Exhibit A – Engineer's Services

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

- c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- 13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- 14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- 15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- 17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract

Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- 18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.

- 19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- 20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

- 21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial

Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, Maintenance and Operating Instructions, and furnish such record drawings and Maintenance and Operating Instructions, and furnish two copies of Record drawings, maintenance and operating instructions to owner. Additional copies shall be furnished to the Agency or regulatory agencies, if required.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

- 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Upon substantial completion, the engineer shall provide a copy of the certificate of substantial completion to the agency.
 - b. Engineer shall coordinate on-site materials testing services during construction, review materials testing results for compliance with plans and specifications and review all materials testing invoices and provide payment recommendations to the Owner.

 - 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

 - 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the environmental report defined under basic services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control. Changes due to agency review shall not be considered additional services.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the study and report phase.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date. This is only allowed if the contractor is in liquidated damages.
17. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
18. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
19. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
22. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8.
24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services to be included under A2.01 Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Owner’s Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner’s legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site. The information items are existing items in control of the Owner.
- D. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points not deemed necessary for platting phase and gathered by engineer.
 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 5. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- ~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- K. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- O. Place and pay for advertisement for Bids in appropriate publications.
- P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- R. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- S. Perform or provide the following: (1) The Owner shall pay the Contractor any amounts due under the Construction Contract but must obtain Agency concurrence prior to issuing such payment.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Not to Exceed Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is **\$399,000.00** time and materials, not-to-exceed, based on the following estimated distribution of compensation:

a.	A1.01, Platting Phase	\$17,000.00 (Not to Exceed)
b.	A1.02 Preliminary Design	\$101,900.00 (Not to Exceed)
	1) DEQ Report & Requirements	\$20,700.00 (Not to Exceed)
c.	A1.03 Final Design	\$59,400.00 (Not to Exceed)
d.	Construction Phase	\$169,600.00 (Not to Exceed)
	1) Materials Testing	\$20,400.00 (Not to Exceed)
e.	Post Construction Phase	\$10,000.00 (Not to Exceed)

f. Additional Services Time and Materials per fee schedule

- 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.
- 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.
- 7. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.
- 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. Increases in rates will not increase the total compensation for services identified in C.2.01.4. Changes will not be effective unless and until concurred in by the Owner and Agency.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer’s Consultants, those charges shall be the amounts billed by Engineer’s Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer’s Consultants' factors include Engineer’s overhead and profit associated with Engineer’s responsibility for the administration of such services and costs.

C. *Compensation Amounts:*

1. Engineer is responsible for monitoring charges being generated under this agreement. When the amounts for total compensation or individual phases of the work have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus identified will be exceeded, Engineer shall give Owner and Agency written notice thereof. Modifications to fees shall be made by Amendment.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. *General:* For services of Engineer’s personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

- B. *Compensation for Reimbursable Expenses:*
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 - 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January1) to reflect equitable changes in the compensation payable to Engineer.

- C. *Other Provisions Concerning Payment for Additional Services:*
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer’s Consultants, those charges shall be the amounts billed by Engineer’s Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Copies of Drawings (up to 11x17)	\$0.25/sheet
Mileage (auto)	\$ 1.00/mile
Air Transportation	at cost
CAD Charge	\$ 25/hour
Laboratory Testing	Cost + 10%
Sub-Consultant	Cost +10%
Other Direct Expenses	Cost +10%
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

SEE ATTACHED RATE SHEET

Hourly rates for services performed on or after the date of the Agreement are:

SEE ATTACHED RATE SHEET

2020 Fee Schedule
(Effective 1/1/20)



PROFESSIONAL SERVICES

		HOURLY RATE
ENGINEERING		
Principal	PIC	\$ 195.00
Senior Project Manager	SPM	\$ 165.00
Project Manager	PM	\$ 145.00
Senior Engineer	SE	\$ 145.00
Senior Project Engineer	SPE	\$ 125.00
Project Engineer	PE	\$ 110.00
Engineer	ENG	\$ 95.00
Senior Engineering Technician	SET	\$ 85.00
Engineering Technician	ET	\$ 75.00
ENVIRONMENTAL		
Senior Environmental Engineer	SEE	\$ 145.00
Environmental Engineer	EE	\$ 95.00
Senior Environmental Technician	ENVT	\$ 85.00
LAND SURVEYING		
Professional Land Surveyor	PLS	\$ 135.00
Surveyor	PS	\$ 85.00
Survey Technician	ST	\$ 75.00
One Man Survey Crew w/ GPS or Total Station	SC1	\$ 145.00
One Man Survey Crew LS w/ GPS or Total Station	SCLS	\$ 175.00
Two Man Survey Crew w/ GPS or Total Station	SC2	\$ 225.00
Administrative	AD	\$ 65.00
Subconsultants		Charged at Cost
Equipment	UTV (Day Rate, charge 1/2 or full day only)	\$ 300.00
	Sampling Equipment/Supplies	Charged at Cost

DIRECT CHARGES

Per Diem and Lodging		\$50.00/day + cost of lodging or
CADD	Hourly	\$ 25.00
Mileage	All Vehicles	\$ 1.00
Consumables Fee	% of Labor	3%
Other Direct Project Expenses	i.e. special equipment rental, commercial travel bulk reproduction, protective clothing, supplies, meals, lodging, lab fees, etc.	Cost+10%

Thank You!

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

EXHIBIT E – NOT APPLICABLE AT THIS TIME

[Notes to User

- 1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.*
- 2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]*



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

EXHIBIT F NOT APPLICABLE AT THIS TIME

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].
- B. A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$4,000,000
 - 2) General Aggregate: \$4,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
- f. Professional Liability –
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): \$

B. *Additional Insureds:*

- 1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



ENVI&CI-01

GLFUGATT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
8/20/2020

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

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

PRODUCER Wyoming Financial Insurance 553 Sugarland Dr Sheridan, WY 82801	CONTACT NAME: Gloria Fugatt PHONE (A/C, No, Ext): (307) 686-0313 3170 FAX (A/C, No): E-MAIL ADDRESS: gfugatt@wercs.com														
INSURED Environmental & Civil Solution, LLC Shawn Gustafson 111 W 2nd St, Ste 600 Casper, WY 82601	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : AMCO Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER B : Allied Insurance Company of America</td> <td>10127</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London</td> <td>15792</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AMCO Insurance Company	19100	INSURER B : Allied Insurance Company of America	10127	INSURER C : Underwriters at Lloyd's London	15792	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWR	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:			ACPBPO3047347218	10/7/2019	10/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAL3047347218	10/7/2019	10/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ACPCAA3047347218	10/7/2019	10/7/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACP3047347218 STOP GAP	10/7/2019	10/7/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabil			ANE159764219	10/7/2019	10/7/2020	Aggregate 2,000,000

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

CERTIFICATE HOLDER Town of Mills PO Box 785 Mills, WY 82644	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<http://www.wyomingworkforce.org>



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Recipient:

Employer:

TOWN OF MILLS WY
Attn: SHAWN GUSTAFSON
PO BOX 789
MILLS, WY 82644

ENVIRONMENTAL & CIVIL SOLUTIONS LLC
111 W 2ND ST
STE 600
CASPER, WY
82601

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 8/28/2020
EXPIRATION DATE: 8/28/2021
Job Reference: Buffalo Meadows

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

TOWN OF MILLS WY
SHAWN GUSTAFSON
PO BOX 789
MILLS, WY 82644

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 101376
ONLY VALID AS ISSUED TO: TOWN OF MILLS WY
EFFECTIVE DATE: 8/28/2020
EXPIRATION DATE: 8/28/2021

PROJECT: Buffalo Meadows

A review of the Division files indicates that ENVIRONMENTAL & CIVIL SOLUTIONS LLC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use ENVIRONMENTAL & CIVIL SOLUTIONS LLC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

ENVIRONMENTAL & CIVIL SOLUTIONS LLC
111 W 2ND ST
STE 600
CASPER, WY 82601



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



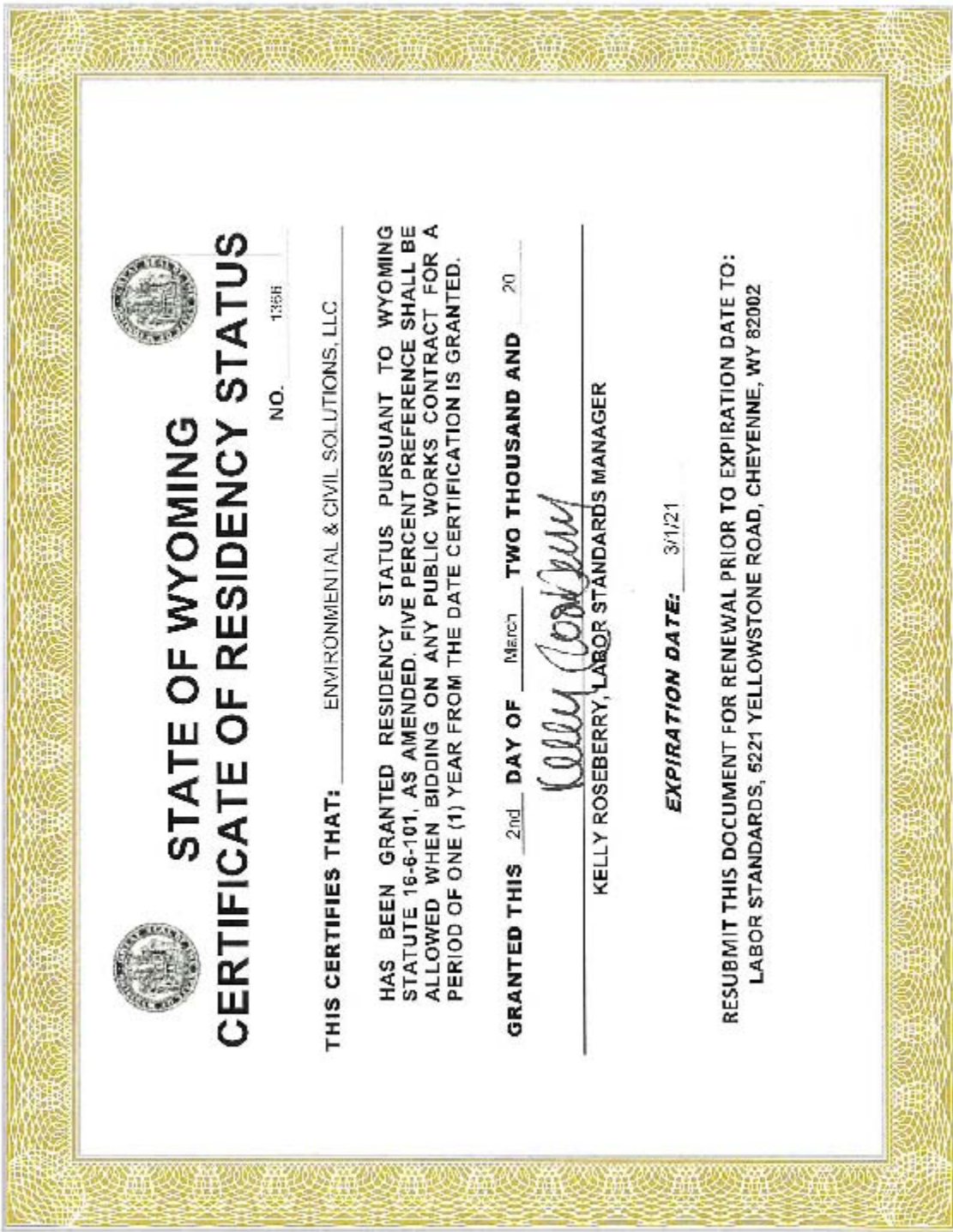
NO. 1358
THIS CERTIFIES THAT: ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF March TWO THOUSAND AND 20
Kelly Roseberry
KELLY ROSEBERRY, LABOR STANDARDS MANAGER

EXPIRATION DATE: 3/1/21

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 5221 YELLOWSTONE ROAD, CHEYENNE, WY 82002



This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by an agreed upon mediate suitable to both sides, if needed. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

- A. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

NOT APPLICABLE AT THIS TIME

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 14, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. NA at this time

The Effective Date of this Amendment is: NA

Background Data

Effective Date of Owner-Engineer Agreement: August 14, 2020

Owner: Town of Mills WY

Engineer: Environmental and Civil Solutions, LLC

Project: Buffalo Meadows Addition Mills, WY

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ <u>399,000.00</u>
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of Mills WY

Environmental & Civil Solutions LLC

By:

By:



Print name: Seth Coleman

Print name: Shawn J. Gustafson

Title: Mayor

Title: Principal

Date Signed: _____

Date Signed: 08.14.2020

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Amendment to Owner-Engineer Agreement.

Agency Representative

Date

Name and Title



September 4, 2020

Town of Mills
PO Box 789
Mills, WY 82644

Dear Sabrina,

Enclosed please find a grant contract for a Local Government Grant for your properties located at 704 4th Street, 4800 Yellowstone Highway, and 300 Lakeview Drive all in Mills, WY 82644.

Please review, sign, and return the grant contract in the self-addressed envelope provided, within 30 days of the posted date on this letter.

As a reminder, if your facility is 50 years old or older, the State Historic Preservation Office (SHPO) must be contacted and approval received prior to any retrofits that are identified within the audit and would occur to the building structure, are conducted. (Ex: Window replacements require SHPO correspondence; Lighting replacements do not) I must be copied in on any correspondence with SHPO.

Included in this packet is a W-9, please complete and return with the signed grant contract. Also included a post award grantee checklist to help to provide direction after the grant is has been fully executed.

You selected EFT for reimbursement payments on your application. Please complete the ACH Form included in order for our accounting department to set up an EFT.

Once we receive your signed grant contract, the final signatures from WEA legal counsel and staff will be completed. A copy of the fully executed grant contract will be mailed back to you. The date of the final signatures is when the grant contract is considered fully executed. **You may not incur any costs or enter into any contracts until the grant contract is fully executed.**

Please do not hesitate to reach out with any questions. I look forward to working with you.

Sincerely,

Ashlee M. Erickson

**ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

1. **Parties.** The parties to this Grant Contract (Contract) are the Wyoming Energy Authority, State Energy Program (Wyoming Energy Authority), whose address is: 325 West 18th Street, Cheyenne, WY 82001 and the Town of Mills (Grantee), whose address is: 704 4th Street, Mills, WY 82644(DUNS#041608522).

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Grantee shall use Federal Energy Program Funds (Grant) (CFDA 81.041) for energy conservation measures identified in the WyLite Energy Engineering Study (Project) at their facilities located at 704 4th Street, Mills, WY 82644, 4800 West Yellowstone Highway, Mills, WY 82644, and 300 Lakeview Drive, Mills, WY 82644. as described in Section 5, below and in Attachment A, which is attached to and incorporated into this Contract by this reference. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Contract and compliance with all U.S. Department of Energy (DOE) program rules and regulations is a condition to Grantee’s receipt of monies hereunder (Federal Award Identification Number (FAIN) DE-EE0008670, dated May 9, 2019).

3. **Term of Grant.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2021. All services shall be completed during this term.

4. **Payment.**
 - A. Wyoming Energy Authority agrees to pay the Grantee for the Project, as invoices are submitted for work done in connection with the Project, and completed in accordance with the requirements of this Contract. The total Grant amount shall not exceed twenty thousand nine hundred seven dollars and ninety cents (\$20,907.90). The Grantee will receive a reimbursement of ninety percent (90%) of retrofit activities as identified in the WyLite Energy Engineering Study. Payment will be made to Grantee upon submission of a completed Taxpayer ID Form, copies of paid invoices, and proof of payment. Payment will be made after sufficient documentation detailing the services performed in connection with the Contract. Payment shall be made from the Wyoming Energy Authority’s Exxon Petroleum Violation Escrow Fund budget. The monetary proceeds of the Grant are specifically for the program specified in this Contract and shall not be used for any lobbying efforts. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

 - B. No payment shall be made for work performed before the Effective Date of this

*Energy Retrofit Grant Contract between the
Wyoming Energy Authority,
and*

Contract. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of the Wyoming Energy Authority.

5. **Responsibilities of Grantee.** Grantee agrees to:

- A. Use the funds for retrofits identified in the WyLite Energy Engineering Study at the facilities located 704 4th Street, Mills, WY 82644, 4800 West Yellowstone Highway, Mills, WY 82644, and 300 Lakeview Drive, Mills, WY 82644.. Eligible retrofits are described in Attachment A.
- B. Return this signed Contract to the Wyoming Energy Authority within thirty (30) days of receipt or forfeit all claims to monies.
- C. Provide the Wyoming Energy Authority with one (1) year of required energy savings data once retrofits are completed per Department of Energy requirements.

6. **Responsibilities of the Wyoming Energy Authority.** The Wyoming Energy Authority agrees to:

- A. Pay Grantee in accordance with section 4 above.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*, any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Wyoming Energy Authority.
- B. **Assumption of Risk.** Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with state or federal requirements. The Wyoming Energy Authority shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Copyright License and Patent Rights.** Grantee acknowledges that the Department of Energy, the State of Wyoming, and the Wyoming Energy Authority reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Contract. Grantee must consult with the Wyoming Energy Authority regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

D. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provision of this Contract, the Wyoming Energy Authority and Department of Energy shall not be responsible for or have any obligation to the recipient for D&D of any of the Grantee's facilities, or any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Grant.

E. Default and Remedies. In the event Grantee or any Subgrantee of Grantee under this Contract defaults or is deficient in the performance of any term of the Grant or any requirements of the Department of Energy program rules and regulations, then the Wyoming Energy Authority and/or Department of Energy shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- (i) Immediately terminating this Contract without further liability or obligation of the Wyoming Energy Authority;
- (ii) Issuing a letter or warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Taking enforcement action as described in 2 CFR Part 200.338.

F. Environmental Policy Acts. Grantee agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

G. Federal Audit Requirements. Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Grantee shall provide one (1) copy of the audit report to the Wyoming Energy Authority and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Wyoming Energy Authority's records.

- H. Federal Stewardship.** The Department of Energy will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies, which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

- I. Historic Preservation.** Grantee will, in connection with its performance of environmental assessments under National Environmental Policy Act (NEPA), comply with Section 106 of the National Historic Preservation Act of 1966, (16 U.S.C. § 470); Executive Order 11593 (Protection and Enhancement of the Cultural Environment), and 36 CFR Part 800 by consulting with the Wyoming State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.

- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or sub-awards under the award.

- K. Indirect Costs.** There is no indirect cost rate for this Contract and Wyoming Energy Authority will not reimburse Grantee for indirect costs.

- L. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Grantee breaches or violates this warranty, the Wyoming Energy Authority may, at its discretion, terminate this Contract without liability to the Wyoming Energy Authority, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- M. Labor Standards Requirements.** Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 *et seq.*), and regulations issued to implement such requirements, as each may be amended from time to time.
- N. Limitations on Lobbying Activities.** By signing this Contract, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- O. Monitoring Activities.** The Wyoming Energy Authority, State, Comptroller General of the United States, and the Department of Energy shall have the right to monitor all activities related to this Contract that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- P. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- Q. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- R. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- S. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of the Wyoming Energy Authority. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the Wyoming Energy Authority.

- T. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Grantee and related to the services and work to be performed under this Contract, shall identify the Wyoming Energy Authority and/or Department of Energy as the sponsoring agency and shall not be released without prior written approval of the Wyoming Energy Authority.

- U. **Purchase of American-Made Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made.

- V. **Records Retention.** Grantee agrees to retain all records related to this Contract for a minimum of three (3) years after all payments have been made and all other pending matters have been closed.

- W. **Reporting Requirements.** During the Term of this Contract, Grantee shall furnish the Wyoming Energy Authority with a monthly written progress report. Each progress report shall set forth, in narrative form; the work accomplished under the Contract during the month and shall include a financial status report. At the end of the term, Grantee shall furnish the Wyoming Energy Authority with a comprehensive report of the accomplishments pursuant to the Grant. Grantee shall likewise furnish the Wyoming Energy Authority with a cumulative financial statement, reflecting total expenditures pursuant to this Contract. At the completion of the Project, Grantee will furnish the Wyoming Energy Authority with required monthly energy savings reports for a period of one (1) year per Department of Energy requirements.

- X. **Suspension and Debarment.** By signing this Contract, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify the Wyoming Energy Authority by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Grantee shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Wyoming Energy Authority.

- D. **Availability of Funds.** Each payment obligation of the Wyoming Energy Authority is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Wyoming Energy Authority at the end of the period for which the funds are available. The Wyoming Energy Authority shall notify the Grantee at the earliest possible time of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Wyoming Energy Authority in the event this provision is exercised, and the Wyoming Energy Authority shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- E. **Award of Related Contract.** The Wyoming Energy Authority may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Grantee shall cooperate fully with other contractors and the Wyoming Energy Authority in all such cases.

- F. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

- G. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or

produced by the Grantee in the performance of this Contract shall be kept confidential by the Grantee unless written permission is granted by the Wyoming Energy Authority for its release. If and when Grantee receives a request for information subject to this Contract, Grantee shall notify the Wyoming Energy Authority within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Wyoming Energy Authority.

H. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Grantee of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Wyoming Energy Authority. The Grantee's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Wyoming Energy Authority within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Wyoming Energy Authority.

I. Entirety of Contract. This Contract, consisting of twelve (12) pages; and Attachment A, Energy Efficient Eligible Retrofit Activities, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

J. Ethics. Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.

K. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

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

M. Indemnification. Each party to this Contract shall assume the risk of any liability

arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- N. **Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Grantee shall be free from control or direction over the details of the performance of services under this Contract. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Wyoming Energy Authority or to incur any obligation of any kind on behalf of the State of Wyoming or the Wyoming Energy Authority. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will insure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Contract.

- O. **Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Wyoming Energy Authority.

- P. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

- Q. **Ownership and Destruction of Documents and Information.** The Wyoming Energy Authority owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Contract. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Wyoming Energy Authority in a usable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Wyoming Energy Authority's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual Wyoming Energy Authority-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to Wyoming Energy Authority confirming the destruction of any such residual Wyoming Energy Authority-owned data.

- R. **Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Wyoming Energy Authority for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- S. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Wyoming Energy Authority’s legal counsel..

- T. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Wyoming Energy Authority expressly reserve sovereign immunity by entering into this Contract and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Subgrantee(s).** The grantee shall include the requirements of this Contract in any such agreement or contract, and shall ensure that Subgrantee(s) complies with the terms hereof as if he or it were the Grantee hereunder.

- W. **Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance, and sales taxes.

- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Wyoming Energy Authority upon thirty (30) days written notice. This Contract may be terminated by the Wyoming Energy Authority immediately for cause if the Grantee fails to perform in accordance with the terms of this Contract.

- Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Contract shall operate only between the parties to this Contract and shall insure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Unused/Misused Funds.** The Wyoming Energy Authority shall be entitled to recover from the Grantee any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside this Contract, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

- 9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page

**ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

Glen Murrell, Executive Director

Date

Sarah Young, Director of Public Affairs and Communications

Date

Wyoming Energy Authority Legal Counsel

Date

**Grantee
TOWN OF MILLS**

Seth Coleman, Mayor

Date

**ATTACHMENT A
ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

DESCRIPTION OF RETROFITS	Retrofit Grant Amount	Match	Project Total
Upgrade to LED Lighting, weatherstripping, and HVAC tune-up.			
Total Project Cost	\$20,907.90	\$2,323.10	\$23,231.00

The Grantee may receive the maximum sum of twenty-five thousand dollars (\$25,000).

Grantee will use the funds to perform the following retrofit projects covered by this Grant Contract.

Location	Address	Retrofit
Town of Mills-Town Hall	704 4th Street, Mills, WY 82644,	Upgrade to LED Lighting and Weatherstripping
Town of Mills-Police Department	4800 West Yellowstone Highway, Mills, WY 82644	Upgrade to LED Lighting and Weatherstripping
Town of Mills-Fire Department	300 Lakeview Drive, Mills, WY 82644	Weatherstripping and HVAC Tune-up

This project is more fully described in the Local Government Energy Improvement Retrofit Grant Application, received by the Wyoming Energy Authority dated August 28, 2020.

Invoice reimbursement will be incrementally funded as costs are incurred and invoices are received and approved by the Wyoming Energy Authority. If actual costs of the project are more than the projected budget, Grantee agrees to pay the difference.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships, earlier*.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Vendor Information

Vendor Name (Bill-To-Name):
Street Address:
City, State, & Postal Code:
Contact Name:
Contact Email Address:

Bank Information

Banking Institution Name:
Bank Account Number:
Bank ABA (Routing) Number:
Bank Address:
Bank Phone Number:

This authority for ACH payment shall remain in full force and effect until Wyoming Energy Authority receives written notification of your intent to terminate in such time and manner as to afford Wyoming Energy Authority a reasonable opportunity to respond.

Signature

Date

Printed Name

Local Government Grant Program Post Award Grantee Checklist

Congratulations on receiving your grant award for the Local Government Grant Program! Below is a guideline on the process to utilize and report on your grant funds.

Important Dates

- o **Date of when your contract was fully executed:** _____
 - o This is the date of the final signature from the Wyoming Energy Authority
- o **Date your grant contract expires:** _____
 - o This is in your contract
- o **Date of last Energy Savings Report due:** _____
 - o See "Reporting" section below

Retrofits

- o **Determine if retrofits authorized in grant will be completed by personnel or an outside contractor**
 - o Follow your organization's guidelines on procurement if selecting an outside contractor
 - o If you decide to use your own personnel, the State Energy Program does not reimburse for time and labor of your own employees.

Reporting

- o **Monthly Progress Reports – Due the 10th of each month**
 - o This report is an update on what steps are being taking to complete your grant
 - o Wyoming Energy Authority will send out a reminder email on the 1st of each month
- o **Energy Savings Reports – Due the 10th of each month following completion of retrofits**
 - o This report needs to be completed for 12 months following the successful completion of retrofits
 - o Wyoming Energy Authority will send out a reminder email on the 1st of each month

Reimbursement

- o Mail paid invoices to the Wyoming Energy Authority or email them to ashlee.erickson1@wyo.gov
 - o Grant funds are distributed only with proof of payment from grantee