

Resolution No. 2020-43

A RESOLUTION APPROVING A SITE PLAN FOR A 3,200 SQ. FT. SHOP, A 4,000 SQ. FT. SHOP AND A 4,500 SQ. FT. SHOP ON TRACT B, FOSSIL CREEK ADDITION #2, TRACTS B & C, TOWN OF MILLS, WY

WHEREAS, an application was submitted to the Town for a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, WY; and

WHEREAS, the property is zoned Established Industrial(E-I); and

WHEREAS, the Town Staff and Utility Providers have reviewed the information submitted and found the Site Plan complies with the Town of Mills Zoning regulations and requirements; and

WHEREAS, the Planning and Zoning Board reviewed and forwarded a "Do Pass" recommendation to the Town Council, in consideration of the site plan at a meeting on 22 October 2020; and

THEREFORE, BE IT RESOLVED, the Mills Town Council considered the application and recommendations of staff, and the Planning and Zoning Board, at a Council meeting held on 27 October 2020, and approved a request to allow the proposed a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, Wyoming with the following conditions:

1. That prior to obtaining building permits to construct, the Owner signs a Site Plan Agreement which will be recorded with the Natrona County Clerk's office stating construction will comply with all design provisions as shown on the Site Plan and any other improvements required by the Town of Mills.
2. The Owner obtains all required building permits, and complies with all Mills Code and inspection requirements, and State and Federal regulations.
3. That prior to the issuance of certificates of occupancy, all requirements shall be completed to the satisfaction of the Town Planner, Town Engineer, Public Works Director, Fire Inspector, and Building Inspector.

PASSED, APPROVED, AND ADOPTED this 27th Day of October 2020.

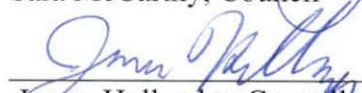
TOWN OF MILLS, WYOMING


Seth Coleman, Mayor


Darla Ives, Council

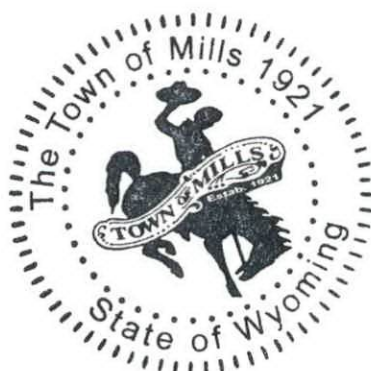

Ronald Wales, Council


Sara McCarthy, Council


James Hollander, Council

ATTEST:


Christine Trumbull, Town Clerk



10/30/2020 11:30:00 AM NATRONA COUNTY CLERK

Pages: 1

1091914

Tracy Good
Recorded: CL
Fee: \$12.00
TOWN OF MILLS

TOWN OF MILLS/ FOSSIL CREEK WORKSHOPS, LLC.
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 27th day of Oct, 2020, by and between the Town of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "Town," and, Fossil Creek Workshops, LLC., 421 S. Center St., Suite 101, Casper, Wyoming, 82601, hereinafter designated as "Owner."

WITNESSETH

WHEREAS, Owner proposes to build a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, WY; and

WHEREAS, the property is zoned Established Industrial(E-I); and

WHEREAS, per the Mills Zoning Ordinance 719, the Owner is required to submit a site plan prior to the construction of said structures, which must be reviewed and approved by the Town Staff, the Planning and Zoning Board and the Town Council; and

WHEREAS, the Town of Mills Staff and Public Utility Providers reviewed the site plan and forwarded a "Do Pass" recommendation to the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board met on 22 October 2020, reviewed the site plan and recommendations of Staff and Utility Providers, and forwarded a "Do Pass" recommendation to the Town Council; and

WHEREAS, the Town Council met on 27 October 2020 and approved the site plan to allow a 3,200 sq. ft. shop, a 4,000 sq. ft. shop and a 4,500 sq. ft. shop on Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, WY per Resolution 2020-43; and

WHEREAS, a copy of said Site Plan, including the Landscaping Plan, is attached hereto as Exhibit "A," dated October 2, 2020 titled " Site Plan For: Tract "B" Storage Shops" and is hereby incorporated by reference at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. That prior to obtaining building permits to construct, the Owner signs a Site Plan Agreement which will be recorded with the Town Clerk's stating construction will comply with all design provisions as shown on the Site Plan and any other improvements required by the Town of Mills.
- B. The Owner obtains all required building permits, and complies with all Mills Code and inspection requirements, and State and Federal regulations.
- C. That prior to the issuance of certificates of occupancy, all requirements shall be completed to the satisfaction of the Town Planner, Town Engineer, Public Works Director, Fire Inspector, and Building Inspector.

II. OBLIGATIONS OF THE OWNER:

Upon written demand of the Council, the Owner, at its sole cost and expense, shall do, or cause to be done, the following:



10/30/2020 11:29:56 AM NATRONA COUNTY CLERK

Pages: 3

1091912

Tracy Good
Recorded: CL
Fee: \$18.00
TOWN OF MILLS

- A. All improvements including signs, landscaping, lighting and additions, on said site, must be granted a permit and approved, and shall meet the provisions of the Mills Zoning Ordinance.
- B. All street, alley, and parking surfaces shall be covered with materials shown on the site plan and approved by the Town Engineer.

III. OBLIGATIONS OF THE TOWN:

The Town shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Town Building Official in accordance with Mills' Municipal Code.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the Town may, at its option, do any or all of the following:

- A. Refuse to issue a building permit or Certificate of Occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the Town may complete any and all of the public improvements required by this Agreement, by itself, or by contracting with a third party to do the same. In the event the Town elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the Town. Owner's failure to pay any and all costs within thirty (30) days of presentment, the costs shall become a lien upon owner's property until paid in full.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the Town may otherwise have at law or in equity and are not a limitation on the same. The Owner further agrees to pay all the Town's reasonable attorney's fees, court costs, and litigation costs in the event the Town is required to enforce the provisions of this Agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. CERTIFICATION OF AUTHORITY:

I, Lisa Bunnidge the undersigned, Owner, hereby state and certify that I have full authority to bind and obligate said Owner to each and every term and provision of this Agreement.

VI. MISCELLANEOUS AGREEMENTS:

- A. This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- B. The Town does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The Town specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

C. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.


IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

APPROVED AS TO FORM:

TOWN OF MILLS, WYOMING
A Municipal Corporation



SETH COLEMAN, MAYOR



Lisa Berridge OWNER

ATTEST:



CHRISTINE TRUMBULL, TOWN CLERK

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

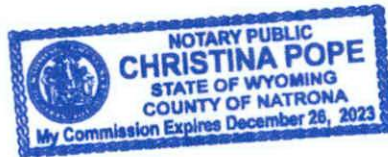
The foregoing instrument was acknowledged before me by Seth Coleman, Mayor, Town of Mills, this 27 day of October, 2020.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 12.26.23




STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Lisa Berridge, Owner, Application for Site Plan for the parcel of land which Tract B, Fossil Creek Addition #2, Tracts B & C, Town of Mills, Wyoming, this 29th day of October, 2020.

WITNESS my hand and official seal.



My Commission Expires: 7.29.21



Notary Public

