

Resolution No. 2020-46

A RESOLUTION APPROVING A SITE PLAN FOR AN 4,800 SQ. FT. LEAN-TO STRUCTURE LOCATED ON A PORTION OF NE1/4SW1/4, SECTION 6, T33N, R79W, TOWN OF MILLS, NATRONA COUNTY, WYOMING (AKA 390 DWYER DR.)

WHEREAS, Malik A. Hegge (Owner) submitted a site plan for an 4,800 sq. ft. lean-to structure located on a portion of NE1/4SW1/4, Section 6, T33N, R79W, Town of Mills, Natrona County, Wyoming (aka 390 Dwyer Dr.); and

WHEREAS, the Owner submitted a site plan prior to the construction of said structure, which was be reviewed and approved by the Town Staff; and

WHEREAS, the property is zoned Developing Industrial (D-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, a copy of said Site Plan is attached hereto as Exhibit "A," dated 10/9/2020 titled "390 Dwyer Dr.- Site Plan" and is hereby incorporated by reference at this point as if fully set forth.

THEREFORE, BE IT RESOLVED, the Mills Town Council considered the application and recommendations of staff, 4,800 sq. ft. lean-to structure located on a portion of NE1/4SW1/4, Section 6, T33N, R79W, Town of Mills, Natrona County, Wyoming (aka 390 Dwyer Dr.) 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 R. Ives, Council


Ronald Wales, Council

ATTEST:


Christine Trumbull, Town Clerk


Sara McCarthy, Council


James Hollander, Council



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Fee: \$12.00
TOWN OF MILLS
NATRONA COUNTY CLERK

TOWN OF MILLS/ MAHEGGE, LLC
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 27 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, MAHegge, LLC, P.O. Box 1416, Mills, WY 82644, hereinafter designated as "Owner."

WITNESSETH

WHEREAS, Owner submitted a site plan for an 4,800 sq. ft. lean-to structure located on a portion of NE1/4SW1/4, Section 6, T33N, R79W, Town of Mills, Natrona County, Wyoming (aka 390 Dwyer Dr.); and

WHEREAS, the Owner submitted a site plan prior to the construction of said structure, which was be reviewed and approved by the Town Staff; and

WHEREAS, the property is zoned Developing Industrial (D-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, Owner plans to also gravel a portion of the Lot and provide drainage as shown on the Site Plan; and

WHEREAS, a copy of said Site Plan is attached hereto as Exhibit "A," dated 10/9/2020 titled "390 Dwyer Dr.- Site Plan" 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 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.
- 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:

- A. Any street, alley, and parking surfaces covered with concrete or asphalt concrete pavement materials or any other surfacing materials shall be constructed per the approved site plan. Any changes must be approved, in writing, by the Town Engineer.
- B. Any and all grading, storm drainage, sewer lines, trunk lines, lateral catch basins, and manholes shall be designed and installed in accordance with the Drainage Plan prepared by the Owner and approved by the Town Engineer. All grading and drainage improvements shall be constructed in a manner such that all run-off is mitigated on the owners subject property.



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TOWN OF MILLS

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, Malik A. Hegge, 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.

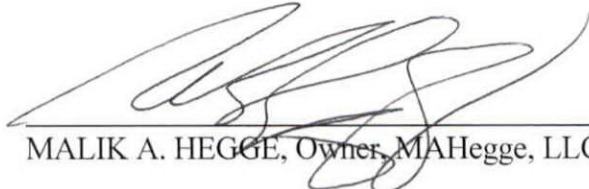
IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

APPROVED AS TO FORM:

TOWN OF MILLS, WYOMING
A Municipal Corporation



SETH COLEMAN, MAYOR



MALIK A. HEGGE, Owner, MAHegge, LLC

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.

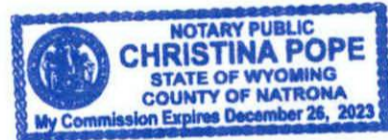
WITNESS my hand and official seal.



Notary Public

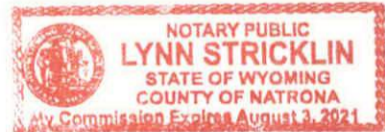
My Commission Expires: 12-20-23

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)



The foregoing instrument was acknowledged before me by Malik A. Hegge, Owner, MAHegge, LLC for the approved Site Plan on a portion of NE1/4SW1/4, Section 6, T33N, R79W, Town of Mills, Natrona County, Wyoming (aka 390 Dwyer Dr.), this 30 day of OCT, 2020.

WITNESS my hand and official seal.





Notary Public

My Commission Expires: 08-03-2021

