

CITY CONTRACT #7857

DEVELOPMENT AGREEMENT

between

CITY OF CHEYENNE
a Wyoming Municipal Corporation

and

GOAT SYSTEMS LLC
a Delaware Limited Liability Company

Dated November 13, 2023.



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 352
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 90

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LIST OF EXHIBITS:

Exhibit A:	Memorandum of Understanding
Exhibit B:	Schedule of Required Approvals and Permits
Exhibit C:	Fee Schedule for Plan and Permit Review
Exhibit D:	General Diagram of Development
Exhibit E:	Cash In Lieu Schedule of Charges and Location Diagram
Exhibit F:	Corridor Description and Diagram for Roads and Wet Utilities
Exhibit G:	BOPU Service Letter
Exhibit H:	On-Site Dedicated Wastewater Easements
Exhibit I:	"Excess Right of Way" Areas
Exhibit J:	Cost Sharing Reimbursement Form



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into this 13th day of November, 2023 (the "**Effective Date**"), by and between the City of Cheyenne, a Wyoming municipal corporation (hereinafter referred to as the "**City**") and GOAT Systems LLC, a Delaware limited liability company (hereinafter referred to as the "**Developer**"). The City and the Developer are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

WHEREAS, the Developer has annexed land to the City and established a "LI Light Industrial" zoning district for said land;

WHEREAS, the Developer has caused the entirety of the land to be platted as Lot 1, Block 1 of the High Plains Business Park Final Plat, hereinafter referred to as the "**Plat**";

WHEREAS, in conjunction with the Plat approval, the Developer paid to the City six hundred sixty-four thousand five hundred ten dollars (\$664,510) in park fees pursuant to UDC Section 4.2 ("**Park Fees**"), which Park Fees consisted of land acquisition fees and infrastructure fees;

WHEREAS, subject to credits referenced in this Agreement, the Developer shall pay the City one million forty-four thousand two hundred thirty dollars (\$1,044,230) in park enhancement fees upon application for building permit ("**Park Enhancement Fees**"); provided, however, such Park Enhancement Fees shall not be due at the time of issuance of any grading, road, excavation or other pre-vertical data center building construction permits;

WHEREAS, Section 4.2.4.b of the UDC (as hereinafter defined) allows for Park Fees paid pursuant to UDC Section 4.2 to be reimbursed in accordance with a development agreement, or another mutually agreeable mechanism;

WHEREAS, the Plat dedicated full-width and half-width rights-of-way on the perimeter of the Plat in accordance with the Cheyenne Area Transportation Master Plan, also referred to as PlanCheyenne;

WHEREAS, the Developer proposes to develop a data center campus with ancillary uses (hereinafter referred to as the "**Development**" or "**Project**") on land legally described as follows: Lot 1, Block 1, High Plains Business Park Final Plat (such legally described real property also referred to herein as the "**Property**"). The Development is proposed to establish on the Property a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site

Development Agreement

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Legal Approval

features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the data center(s), including without limitation use of portions of the Property as open space, public space, agricultural and grazing land, environmentally purposed land, and/or buffer areas (the "Intended Uses");

WHEREAS, the City requires construction of certain onsite and offsite improvements to serve the Development;

WHEREAS, the Development requires the Developer to grant onsite and obtain offsite easements for development of utilities associated with this Development;

WHEREAS, the Development shares or will ultimately share offsite improvements with adjacent and nearby properties;

WHEREAS, constructed offsite improvements are beneficial to the development of the City;

WHEREAS, the Parties have executed a Memorandum of Understanding dated February 27, 2023, and approved by the Cheyenne City Council (the "MOU"), which MOU is attached hereto as Exhibit A and incorporated herein by reference, and which document supplements and shall guide the interpretation of this Agreement;

WHEREAS, the purpose of this Agreement is to outline the respective responsibilities of the City and the Developer for onsite and offsite public infrastructure improvements relating to the Development, and more particularly, to provide the Parties with appropriate assurances that (i) the Property is entitled and zoned to permit the development and intended operation of the Project, (ii) all required permits, approvals and entitlements for the Project have been granted or will be granted in accordance with the Schedule of Required Permits referenced in Exhibit B, (iii) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project, (iv) all future infrastructure development and fee obligations of the Developer related to the Property based on the disclosed phased development of the Development are established for the benefit of both Parties (subject to subsequent City code modifications that are subject to change and imposition on all commercial businesses from time-to-time as matters of health and safety), which fees may be satisfied through Cash-In-Lieu Payments as provided in this Agreement, (v) the provisions of the City zoning ordinances, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project, will remain unchanged with respect to the Property and the Project (either as a continuing legal use or a vested right pursuant to the terms hereof) for continued development in accordance with the to-be-approved site plan for the Phase I of the Property (See Section 6.e.); (vi) in accordance with the provisions of the UDC, Developer will be entitled to Cost Sharing (as defined below) reimbursement of certain infrastructure construction costs incurred by Developer as set forth in Exhibit E, and (vii) subject to the rights and limits established by Applicable Law, the Developer and the City are willing to proceed in good faith and collaboration to facilitate the



construction of the Development and the accompanying infrastructure for the benefit of both Parties hereunder; and

WHEREAS, onsite and offsite public improvement locations are generally identified in this Agreement and in Exhibit E;

AGREEMENT

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference into this Agreement as though set forth fully in the body hereof.

2. Exhibits Incorporated. The following list of Exhibits and Schedules are incorporated by reference into this Agreement as though set forth fully in the body hereof:

- Exhibit A:** Memorandum of Understanding
- Exhibit B:** Schedule of Required Approvals and Permits
- Exhibit C:** Fee Schedule for Plan and Permit Review
- Exhibit D:** General Diagram of Development
- Exhibit E:** Cash In Lieu Schedule of Charges and Location Diagram
- Exhibit F:** Corridor Description and Diagram for Roads and Wet Utilities
- Exhibit G:** BOPU Service Letter
- Exhibit H:** On-Site Dedicated Water and Wastewater Easements
- Exhibit I:** "Excess Right of Way" Areas
- Exhibit J:** Cost Sharing Reimbursement Form

3. Definitions. For the purpose of this Agreement the following definitions shall apply:

"Acted Upon" as used herein and in the UDC shall mean such commencement of work as would be required to activate a building permit in accordance with the City's practices and the UDC, (including without limitation, commencement of site grading, site design staking or surveying, or commencement of temporary or permanent road construction).



"Applicable Law" shall mean the statutes, rules, regulations, codes and ordinances of those Federal, State and local governmental bodies, agencies or administrations with jurisdiction over the Parties and the Property.

"BOPU" shall mean the Cheyenne Board of Public Utilities.

"City Code" shall mean the municipal code of the City of Cheyenne adopted as of the Effective Date.

"Cost Sharing" shall mean the right of Developer to receive reimbursement from other property owners in accordance with Title 1, Section 16 of the City Code, for construction of roads, water, sewer, flood channelization and similar infrastructure, notice of which shall be recordable in the real estate records against the affected properties pursuant to City Code and in accordance with the form attached hereto and incorporate herein as Exhibit J.

"Development Action" shall mean an action improving a site with a structural improvement requiring a building or other permit and intended to be a permanent improvement of the Development as its operation is contemplated herein (i.e., vertical data center buildings or permanent road or utility installation, but not including permanent improvements by a public or private utility provider, and not including site grading of the Property). "Development Action" is used in the UDC, but not defined. The Parties agree to use the foregoing definition for purposes of interpretation of any application of such term under the UDC for purposes of all matters related to the Project.

"Cash-In-Lieu" shall mean those payments made by Developer in advance pursuant to UDC Sections 4.1.5.b.6 and 4.1.5.b.7 to satisfy in full Developer's obligations with respect to certain specified Public Improvements as set forth herein.

"Final Plans" shall mean the final building plans and technical drawings submitted by or on behalf of the Developer for building permit approval.

"Financial Security" shall mean a security in the form of a letter of credit, bond, cash escrow, certificate of deposit, or certified or cashier's check guaranteeing certain improvements within a specified time period, as determined by Developer.

"Site Plan Approval" shall mean the point at which all necessary City approvals of the Developer's Site Plan Application have occurred under UDC Article 2, and the time period for "calling up" or appealing any such approval or denial or modification has expired without further action.

"State" shall mean the State of Wyoming.

"UDC" shall mean the Cheyenne Unified Development Code as the same exists as of the Effective Date, unless otherwise specified.

"Vested Rights" shall have the meaning set forth in Paragraph 6.e., below.

“Wet Utility Lines” or “Wet Utilities” shall mean public water and sewer lines, excluding private service lines and fire safety lines and hydrants.

4. Authority of Parties.

(a) Authority of Developer. The Developer represents and warrants to the City that (i) the Developer has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Developer in accordance with the terms hereof, and (iii) the execution and delivery of this Agreement has been validly authorized by all necessary corporate or other action and does not conflict with any other agreements entered into by the Developer.

(b) Authority of City. The City represents and warrants to the Developer that (i) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the City and its departments and affiliated boards (excluding BOPU), in accordance with the terms hereof and (iii) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

5. Zoning and Site Use Acknowledgements. The Parties acknowledge that the zoning of the Property permits “use by right” of the Property for the Intended Uses, and that while Site Plan Approval is required under the UDC, such Intended Uses (i) are consistent with the Plan Cheyenne community master plan for the City, and (ii) are permitted by right on the Property and do not require conditional use approval, special use approval or other approval from the City, Laramie County (the “County”) or the State before the Intended Uses can be allowed or conducted on the Property, except as specifically provided herein.

6. Developer’s Public Improvement Infrastructure General Responsibilities.

(a) Plans and Cost Estimates. Developer shall provide to the City Final Plans for public improvements identified in this Agreement (the “Public Improvements”) for City review and approval prior to or concurrently with application for building permit. City-approved cost estimates shall serve as the base amount for all Financial Security outlined in this Agreement. This provision shall apply only to those Public Improvements to be constructed by Developer hereunder and not to Public Improvements for which a Cash-In-Lieu has been or is to be paid by Developer.

(b) Site Plan Application Process. Developer shall provide to the City a site plan application in accordance with UDC Section 2.2.3 for City review and approval (“Site Plan Application”);

(c) Pre-Application Conference. In the event Developer requests a Pre-Application Conference in accordance with UDC Section 2.2.3, such Pre-Application Conference shall be held at the City’s Planning Department offices within twenty-one calendar days of such request unless otherwise agreed by the Parties.

(d) Phase I and Subsequent Phases of Development. The Parties acknowledge that, due to its large size and the effects of market forces, demand and changing technology, the Project is intended to be developed in two or more phases ("Phase I" and "Subsequent Phase(s)"). See Exhibit D, attached hereto and incorporated herein for general depiction of Phase I and Phase II. It is intended that Phase I will be commenced as set forth herein within two years of Site Plan Approval, and that no specific timetable has yet been established for the development of any Subsequent Phases. Developer retains the right, subject to the term of this Agreement, to develop phases of the Project at such time and in such order as it determines in its sole discretion.

(e) Site Plan Approval and Vested Rights. The City acknowledges that, in accordance with UDC Article 2, the City shall (i) accept a Phase I Site Plan Application detailing Phase I of the Development in accordance with the standards of UDC § 2.2.3, together with a non-binding conceptual rendering of Subsequent Phases of the Development, and (ii) so long as the Phase I Site Plan Approval has been Acted Upon, as provided below, within two years of Phase I Site Plan Approval, Developer's rights under this Agreement and under the Phase I Site Plan Approval shall be vested in Developer for future development of Phase I and the Subsequent Phases and shall apply and not be subject to further modification by the City for any Subsequent Phases for a period of fifteen (15) years following the date of the most recently issued certificate of occupancy for the Development, but not to exceed forty (40) years from the date of this Agreement (the "**Vested Rights**"); provided, however, Vested Rights shall not include modifications to the City's building code as they apply to matters of health and safety that are applicable to all commercial properties in the City. In accordance with such Vested Rights, Developer shall have the right with respect to any Subsequent Phases to develop and operate the Development in a manner generally consistent with its Intended Uses, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Development) for any reason, including in the event of damage, destruction or obsolescence of the Development or any portion thereof (including any equipment used in operating the Development). Further, except as specifically provided herein, no moratoria established by the City from time to time shall apply to Phase I following Site Plan Approval. Accordingly, no addition to, or modification of, the Applicable Rules (as defined below), including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, unless the Developer elects in its sole discretion upon notice to the City to have such addition or modification apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The Parties agree that the provisions of this Agreement do not conflict with the Applicable Rules. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry.

As used herein, “**Applicable Rules**” means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals.

(f) **Development Review Periods.** The City understands that timely review periods of applications and permits are of utmost importance to the Developer and shall make necessary provisions to meet applicable review period deadlines. In the event the City anticipates a review period is to not be met, or the Developer identifies that a review period has not been met, key City staff and officials, including the Director of the Planning and Development Department, will promptly meet with the Developer to discuss various remedies to ensure further timelines for applications and permits are met. In the event the Parties are unable to reach a resolution, the above shall not be deemed a waiver of either Party’s obligations, rights or remedies.

(g) **Utility and Other Governmental Approvals.** The Parties shall cooperate in good faith to timely provide or obtain any requisite permits or approvals required for the Project from utility providers and other governmental entities (including without limitation, county, state or federal agencies). The City represents that all permits, approvals and fees required by the City under the Code and/or Applicable Rules are delineated in this Agreement and in particular in **Exhibits B and C.**

(h) **Phase I Public and Private Improvements and Costs.** Subject to Cost Sharing, Developer shall construct, at its cost, all private improvements necessitated by the Development, and all public improvements as specified in this Agreement, in each case for Phase I, or as otherwise provided in this Agreement, and be required to mitigate offsite impacts associated with Phase I of the Development as stated in this Agreement.

(1) **Phase I Wet Utilities.** Developer (or its contractors, agents or designees) shall construct all Wet Utilities and all Wet Utilities shall be designed and constructed in accordance with applicable BOPU standards, as evidenced by City approval of Developer’s Final Plans submitted to the City in advance of issuance of applicable building permits for the same. All off-site Wet Utilities and infrastructure required by BOPU for Phase I of the Development shall be referred to as the “**BOPU Offsite Improvements**”.

(i) **Cash In Lieu Amounts and Financial Security for Phase I Public Improvements.** Upon Developer’s advance payment of Developer’s proportionate fair share of Public Improvements for Phase I in accordance with UDC Sections 4.5.1.b.7 and 4.1.5.b.6, which payment amounts (the “**Cash in Lieu Amounts**”) shall be as specified in **Exhibit E**, Developer’s financial responsibility for such scheduled Public Improvements shall be deemed permanently satisfied with respect to all phases of construction on the Property. The parties agree that the Cash in Lieu Amounts may be utilized by the City for construction of any of the identified in-kind Corridors defined in this Agreement. This provision does not relieve the City’s responsibility to complete Corridors subject to the Cash in Lieu payments by the Developer. Furthermore, upon notice to the City, the Developer may construct any of the Corridors in advance of City completion. The City shall reimburse the developer for accepted improvements at costs identified in the

agreement. For all other Public Improvements to be installed by Developer in connection with Phase I, Developer shall provide such Financial Security as required herein for Developer's proportionate share of such Phase I Public Improvements. For the purpose of securing the Public Improvements, the Financial Security shall be secured at one hundred percent (100%) of the City-approved cost estimate for the specified Public Improvements. In areas where half-street improvements are appropriate, the Developer shall provide a security for their proportionate share as stated in this Agreement. The Financial Security shall be eligible for partial releases upon request by the Developer after inspection and acceptance¹ of installed Public Improvements by the City and BOPU.

(ii) Easement Acquisition – Phase I. Developer shall be responsible for acquiring for purposes of granting to the City or BOPU necessary City and BOPU easements for all roadways and Wet Utilities outside the Plat boundary or existing rights-of-way or easements to the extent necessary for operation of Phase I of the Development, as more fully described in Exhibit F². Notwithstanding the foregoing, in anticipation of further development of neighboring properties, Developer shall, at the time of approval hereof, grant for the benefit of the public water, sanitary sewer and storm water drainage utility easements as indicated on Exhibit I; provided, however, Developer shall not be required to obtain corresponding public easements from third parties to connect to the easements granted by Developer under this Subparagraph (k), unless and until such connection is required for operation of future phases of the Development by Developer.

(iii) Special Installation of Sewer in High Plains Road. In order to avoid subsequent disturbance of paving of Corridor 2 segment of High Plains Road, Developer will install thereunder at Developer's initial cost and in accordance with approved plans and specifications therefore, a 12-inch sewer main approximately 2,400 feet in length to be available for future development upstream in the same sewer drainage basin. Such installation shall be subject to Cost Sharing as follows:

(A) First subsequent developer connecting to or using such sewer line (such developer, a "Sewer Latecomer") shall be responsible for the greater of its actual pro rata usage of volume of such sewer line or the equivalent cost associated with an 8-inch sewer line for the full length of the line referenced in this Subsection (iii).

¹ Partial releases of the security shall be permitted upon preliminary acceptance of improvements installed by Developer where full acceptance is delayed due reasonable impracticability to fully complete the intended improvement.

² Exhibit to list the required widths or sizes of the easements

(B) All subsequent Sewer Latecomers connecting to or using such sewer line shall be subject to Cost Sharing reimbursement to Developer in accordance with Section 6(l) of this Agreement.

(iv) In addition, Developer shall deliver to City a schematic design of extension of such sewer line under the proposed road in Corridor 3 as depicted on Exhibit F.

(i) Road and Water/Wastewater Utility Line Segment Identification (See Schedule 5.I, attached):

(1) **Corridor 1:** High Plains Road from Old Greeley Highway to Division Avenue.

(2) **Corridor 2:** High Plains Road from Division Avenue approximately 1 mile west along south boundary of Property to approximate planned main south entrance to Project.

(3) **Corridor 3:** Continuation of water line from approximate end of High Plains Road on the Property to Parsley Avenue right-of-way across Property, which water line will be located to the south of the south half of Property.

(4) **Corridor 4:** Diagonal sanitary sewer line easement across southwest corner of Property.

(5) **Corridor 5:** Right-of-way for Parsley Avenue adjacent to most westerly boundary of Property (one-half mile in length).

(6) **Corridor 6:** Planned southwest-to-northeast right-of-way for Parsley Avenue from north terminus of Segment 4 to northwest corner of northernmost part of the Property (anticipated to be on property owned by the Michael and Judy Revocable Family Trust – PIDN 13672420000100).

(7) **Corridor 7:** Right-of-way for Wallick Road along northernmost boundary of Property (approximately one mile in length).

(8) **Corridor 8:** Right-of-way for Division Avenue between High Plains Road and Wallick Road.

(9) **Corridor 9:** Allison Draw South Sewer Interceptor – south of College Drive to Wallick Road. An off-site wastewater sewer easement anticipated to run from the Property generally north to northeast through properties owned by multiple private owners as well as Laramie County.

(10) **Corridor 10:** Wastewater/sewer line to run across the Property from High Plains Road to Wallick Road.

(11) **Corridor 11:** Sewer easements only for benefit of the BOPU to serve future development adjacent to or near Property along portions of northern boundaries of the Property.

The approximate locations of the foregoing Corridors relating to intended or future Public Improvements are set forth on Exhibit E, some of which Public Improvements will be undertaken by Developer, subject to Cost Sharing, some of which will be paid for by Developer through Cash In Lieu Payments, and some of which are only easements granted by Developer to the City or BOPU with no immediate construction contemplated (see Exhibit H).

(j) Credits Related to Division Avenue and High Plains Road. The Parties acknowledge that the rights-of-way for Division Avenue and High Plains Road would typically be located equally on both sides of the aliquot section lines at the perimeter of the Property, with only half of each right-of-way located on the Property. However, due to historic platting irregularities, portions of those rights of way will be located entirely on the Property, as more fully described in Exhibit I (the "Excess Right-of-Way"). The City shall provide credit to Developer for the value of the additional land so dedicated to the City and the costs of the improvements made to the Excess Right-of-Way, which amounts shall be credited dollar-for-dollar against any Cash-in-lieu payments required of the Development at the time of issuance of the first Certificate of Occupancy issued with respect to the Property.

(k) Developer Warranty and Maintenance of Public Improvements. Developer or Developer's contractor shall warrant the installation of the Public Improvements in accordance with City of Cheyenne & Board of Public Utilities Construction Specifications and Standard Drawings §01010-1.01.H for a period of two (2) years. Warranty and maintenance obligations with respect to trees and shrubs and other landscaping shall be governed by the Common Landscaping Plan for the High Plains Business Park. Acceptance shall occur in accordance with UDC Subsection 4.5.2.i and City of Cheyenne & Board of Public Utilities Construction Specifications and Standard Drawings §01054-1.11 and shall not be unreasonably delayed, conditioned, or withheld.

(l) Reimbursements. In addition to any other provisions herein, Developer shall be eligible for reimbursement of public improvements constructed pursuant to the provisions of Section 16 of Chapter One of the Cheyenne Municipal Code as set forth in this Agreement, including without limitation:

(1) Corridors 1 and 2. The Developer shall construct, at its cost, all public and private improvements necessitated by the Development itself and required to mitigate offsite impacts associated with the Development.

(i) Pursuant to City of Cheyenne Municipal Code Section 1.16.070 (Infrastructure Improvements-Reimbursement to developer), the costs for infrastructure improvements to mitigate off-site impacts associated with the development are eligible for reimbursement. In particular, the Developer may be reimbursed for those roadway construction components (i.e., surfacing, earthwork, drainage) beyond those required for Phase I access road improvements.



Legal Approval

(ii) The financial contribution of subsequent developers benefiting from infrastructure improvements funded by the Developer (such developer, a "Latecomer Developer") shall be a pro rata share of the Phase II cost of the off-site improvements, which share shall be calculated based on the proportional amounts of total anticipated daily traffic volume generated by each development compared to the total projected 20 year anticipated daily volume of the roadway. The traffic volume generated by the Development shall be estimated using the full build-out utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The development use category that most closely represents the planned business function or residential components of each development shall be determined by the approved Traffic Impact Study or the City Engineer.

(iii) The right to any reimbursement under the provisions will terminate twenty (20) years after the notice of potential infrastructure improvement reimbursement is recorded.

(2) Offsite Sewer.

(i) Pursuant to City of Cheyenne Municipal Code Section 1.16.070 (Infrastructure Improvements-Reimbursement to developer), the costs for infrastructure improvements to mitigate (e.g., oversize for subsequent) off-site impacts associated with the development are eligible for reimbursement.

(ii) Reimbursement will be based on the design capacity of the interceptor that is proposed. Based on size and slope of the interceptor, the BOPU will estimate a dry weather diurnal peak flow capacity for each sewer interceptor proposed. Per current rules in the BOPU Infrastructure Policy and Design Criteria, each new development within the Allison Draw South drainage will be required to submit a design flow capacity to the BOPU prior to approval. Thus, the information requested for the infrastructure reimbursement is already part of the development approval process. Rather than assign a specific price to each property affected, reimbursement shall be based on gallons per minute (gpm). This will distribute costs prudently based on density and type of development to occur on each property.

7. Specific Public Improvements. The Parties agree to the installation of those Public Improvements, associated cost estimates and fee schedules for Phase I, and dedications or Cash-In-Lieu payments for future Public Improvement Construction or Subsequent Phases as identified by Segment and set forth in Exhibits E. The Parties agree that the specifications for the Public Improvements (including without limitation timing of commencement or completion, specific locations of the easements and points of beginning/points of termination of easements, roads and water or sanitary sewer lines, road width, and/or water or sanitary sewer line sizes, may be administratively modified by separate agreement of both Parties without the requirement of Cheyenne City Council hearings or approvals. Administrative approval of such modifications shall not be unreasonably withheld, conditioned or delayed.

8. Review and Permit Fee Structure. The Parties agree that the City's fee schedule for permits and plan review for the Project are provided in Exhibit C.
9. BOPU Water and Sewer Service and Related Fee Structures. Water and sanitary sewer service for the Project shall be subject to and provided to Developer in accordance with the BOPU Water and Sewer Service Letter attached hereto as Exhibit G (the "BOPU Service Letter"), or as may be otherwise agreed to in writing by Developer and BOPU from time to time.
10. Administrative Relocation of Easements. The Parties agree that easements granted to the City or BOPU pursuant to the terms hereof may be modified and relocated administratively upon Developer's request in accordance with the UDC Section 2.1.1.b (5), and approval of such relocation shall not be unreasonably withheld, conditioned or delayed by the City (recognizing that relocation of such easements may be required during construction as a field modification to the Final Plans).
11. Road Access and Inspection Access for Fire Safety and Building Safety. The Parties agree that the City shall have emergency and inspection access to the Property and the improvements thereon with such advanced notice or emergency protocols as set forth in the Code. The Parties further agree that primary and secondary access for the Project may be established by two entrances to the Property off of High Plains Road, and no other access to the Project for Phase I operations shall be required for safety or other purposes.
12. Construction Hours. The Parties agree that Developer's construction activities on or related to the Project shall be permitted between the hours of 5:00 a.m. and 7:00 p.m., Monday through Saturday, with the ability to request additional hours for special construction requirements (paving, extended concrete pours, etc.).
13. Intentionally Omitted.
14. Business Park Common Area Landscape Plan. Landscaping requirements for the Development shall be established as part of the High Plains Business Park Common Area Landscaping Plan pursuant to UDC Section 6.3.10, and separate landscaping for the Development shall not be required hereunder or as a condition of issuance of any building permits or other approvals. Plans or other documentation demonstrating compliance with the Common Landscape Plan shall be provided with the Site Plan Application.
15. Confidential Records and Notice of Public Request for Records. The designs, building plans, engineering, materials and processes used by the Developer are valuable proprietary information and property of Developer. Accordingly, to the fullest extent permitted by Applicable Law including Wyoming Statutes Sections 16-4-201 through 205, notwithstanding any public records/open records request, City shall preserve such documents, and in particular those marked "Confidential," "Proprietary" or similar notation of confidentiality, in confidence and not provide the same to any third parties in response to such requests; provided, however, if the City determines that it is not in a position to decline such a request for disclosure, City will undertake best efforts upon receipt of such a request and before disclosure, to notify Developer of such request by phone call and email (and provide



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Developer by email with a copy of such request), to the Developer's notice address as set forth herein, to enable Developer to undertake such actions, including without limitation filing for a protective order, as it deems appropriate to prevent such release or disclosure. All costs (including legal fees) associated with efforts to prevent the release or disclosure of Developer's information hereunder shall be borne by the Developer.

16. Extension to Contiguous Properties. The Developer may extend the rights and approvals under this Agreement, including the Vested Rights afforded hereunder, to any geographical territory acquired by the Developer provided the territory is partially or fully contiguous on at least one boundary with the Property or prior extensions or additions to the Property (each referred to herein as the "**Expansion Property**"). Contiguity as referenced herein will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the Property and the Expansion Property. Such additional Expansion Property shall thereafter be included in the definition of Property under this Agreement, as if it were a part of the original Property described herein. Developer shall provide written notice to the City ten (10) days prior to acquisition of any Expansion Property to which it intends to extend the rights under this Agreement. In the event additional public improvements are required within or upon such Expansion Property, then any new improvement requirements, Financial Security, and timelines for improvements shall be proportional in nature based on the difference in size and scope of the Expansion Property and/or the improvements to be constructed thereon, and shall be similar in scope and term (on a proportional basis) as those reference in Exhibit E; Exhibit E shall be modified accordingly to append such additional requirements for the Expansion Property, consistent with Developer's intended use thereof. Such agreement and modification hereof shall be in a separate written document that shall be administratively approved by the City. All other general provisions, including without limitation Vested Rights set forth herein, shall apply to any real property annexed to the original Property by Developer hereunder. Notwithstanding the foregoing, to the extent extension to contiguous properties would require acquisition of additional water capacity from BOPU, or to the extent such extension would require modification to water or wastewater infrastructure due to intervening approved development utilizing available capacity, such extension by Developer may require Developer's acquisition of additional water capacity from BOPU or modification and expansion of existing delivery infrastructure due to such exhaustion of needed capacity.

17. Binding Effect. This Agreement shall run with the Property for a period of the later of (i) fifteen (15) years after approval of any certificate of occupancy issued for any phases of the Development by the City or (ii) forty (40) years from the date of this Agreement. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, and, subject to the terms of this Section 17 and Section 32 hereof, their respective personal representatives, heirs, successors, grantees, and assigns. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement. No consent shall be required from the City for the assignment by Developer of the rights under this Agreement to the transferee of any portion, or all, of the Property.

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18. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the City and the Developer.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

20. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement must be executed by both Parties, and thereafter shall be incorporated by written instrument, executed and signed by all Parties.

21. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State.

22. Governmental Immunity. The City of Cheyenne, along with its officials and employees, does not waive its governmental immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue a contract action to clarify or enforce the written terms of the Agreement. Furthermore, the City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other relevant state and federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be constructed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either Party, except that any ambiguity as to governmental or sovereign immunity shall be construed in favor of governmental immunity.

23. Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (c) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (d) any other factual matters reasonably requested (such written certification, an "Estoppel Certificate"). The Mayor or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Developer that is consistent with this Section 23. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Developer and by any mortgagees holding an interest in the Property.

24. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.



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25. Further Assurances. Upon the request of the other Party, and to the extent permitted by Applicable Law, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

26. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

27. Anti-Corruption Compliance. In connection with the negotiation and performance of this Agreement, City, on behalf of itself and its agents and representatives, represents, warrants, and covenants that it has complied with and that it has not engaged in and will refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. "Anything of Value" includes, but is not limited to, money, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. "Government Authority" means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. "Government Official" means any official or employee (or relative or household member thereof), or agent of a Government Authority; members of royal families; or candidates for political office. If the City becomes aware of any violation or suspected violation of this Section 27(r), it must provide prompt written notice to the Developer and setting forth the relevant facts and circumstances. City will, consistent with Applicable Laws, cooperate with the Developer in good faith to review any suspected violations of this Section 27(r), including by providing reasonable access to relevant documentation.

28. Ethical Business Practices; No Procurement Process. In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Applicable Laws, including without limitation anti-corruption laws, rules, and regulations, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this



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Agreement does not require the Developer to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

29. Force Majeure. If due to the occurrence of a Force Majeure Event (as hereinafter defined) a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. As used herein, "**Force Majeure Event**" shall mean a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; pandemics, epidemics and wide-spread public health emergencies (such as, but not limited to, the COVID-19 pandemic); financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State.

30. Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address listed below, (b) hand delivered to the intended addressee, (c) sent by nationally recognized overnight courier, or (d) or by electronic mail with a confirming copy being forwarded by a reputable overnight courier service within twenty four (24) hours thereafter to the recipient at the mailing address set forth below. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery or electronic mail shall be deemed given when received. The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

City: City of Cheyenne
2101 O'Neil Avenue
Cheyenne, WY 8200
Attn: Charles Bloom
Planning and Development Director
Phone: (307) 638-4303
Email: cbloom@cheyennecity.org

Developer: GOAT Systems LLC
c/o Holland & Hart LLP
1800 Broadway, Suite 300
Boulder, CO 80302
Attn: J. Marcus Painter, Esq.
Phone: 303-473-2713
Email: mpainter@hollandhart.com



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31. Assignment. Developer may assign its rights and obligations under this Agreement to any (a) affiliate controlling, controlled by or under common control with the Developer (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (b) subsequent owner of all or any portion of the Property. No consent from the City shall be required for any assignment described in the preceding sentence. If the Developer sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Developer shall be relieved of all of its covenants, commitments and obligations hereunder. The City shall not have the right to assign its rights and obligations under this Agreement to any party.

32. Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

33. Remedies, Waiver of Consequential Damages and Attorneys' Fees. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days (unless a shorter period for compliance is specified herein or under the Applicable Rules), during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure, and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may enforce this Agreement by the remedy of damages or specific performance, or both. Notwithstanding the above, except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages, penalties, or exemplary/punitive damages that may arise out of or relate to this Agreement. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the substantially prevailing Party shall be awarded as against the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 33 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

34. Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the

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feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

35. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned, photocopy signature or other electronic signature such as DocuSign on this Agreement, any amendment hereto, or any notice delivered hereunder will have the same legal effect as an original signature.

36. Recording. A memorandum of this Development Agreement shall be recorded in the Laramie County Clerk and Recorder's Records specifying the Parties, the Property, the duration, and the right to extend its provisions to additional contiguous properties.

37. Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday in the State. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday under the laws of the State, the date for performance thereof shall be extended to the next Business Day.

38. Standard for Approvals. Except as otherwise specifically provided herein or under Applicable Law, any authorization, consent, approval or other action similar in nature thereto afforded to a Party under the terms of this Agreement, shall not be unreasonable withheld, conditioned or delayed.

39. No Third-Party Beneficiaries or Private Right of Action. The only parties to this Agreement are the City and the Developer. There are no third-party beneficiaries under this Agreement, intended or implied, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever. No private right of action exists in any person or entity other than the Parties hereto, and their successors or assigns, to enforce the provisions of this Agreement.

40. Entire Agreement. This Agreement, including all Exhibits attached hereto, and any documents referenced herein, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Property from time to time as set forth in this Agreement, no agreement, representation or inducement shall be effective to change,

modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.



REC# 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 373
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 22 OF 90

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

CITY:

City of Cheyenne,
a Wyoming municipal corporation



By: Patrick Collins, Mayor

ATTEST



Kristina F. Jones



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 374
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 23 OF 90

Legal Approval

DEVELOPER:

GOAT Systems LLC,
a Delaware limited liability company

By: Pamela A. Gregorski
Name: Pamela A. Gregorski
Title: CEO, President & Secretary

ACKNOWLEDGEMENTS

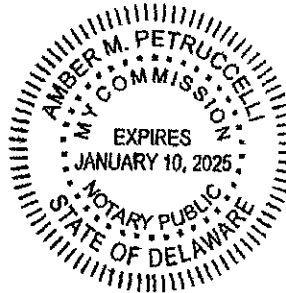
STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

Subscribed and sworn to (or affirmed) before me this 13 day of
November 2023, by Pamela A. Gregorski as CEO, President & Secretary for GOAT
Systems LLC, a Delaware limited liability company.

Witness my hand and official seal.

Amber M. Petrucci
Notary Public

My commission expires: 01/10/2025



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 375
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 24 OF 90

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EXHIBIT A
MEMORANDUM OF UNDERSTANDING

(Attached)



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 376
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 25 OF 90

Legal Approval

APPROVED *Legal Approval* Y:
By Stefanie Boster at 10:52 am, Feb 03 2023

Contract No. 7690

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CHEYENNE, A MUNICIPAL CORPORATION AND
GOAT SYSTEMS, LLC**

THIS MEMORANDUM OF AGREEMENT (Agreement) made this 27th day of February 2023, by and between Goat Systems LLC, a limited liability corporation, (Developer) and City of Cheyenne, a municipal corporation, (City) provides that:

WHEREAS, Developer is owner of certain real property (Property) in City of Cheyenne legally described as Lot 1, Block 1, High Plains Business Park as shown on Exhibit A which is attached hereto and incorporated herein;

WHEREAS, Developer proposes to develop on the Property a data center campus and ancillary uses in phases over an extended period of time;

WHEREAS, City recognizes the fiscal impact is a benefit to the community;

WHEREAS, Developer seeks assurances from the City regarding development processes;

WHEREAS, a data center campus and ancillary uses are permissible uses in the LI Light Industrial zoning district subject to Site Plan approval and compliance with applicable development regulations;

WHEREAS, the City does not prohibit the installation of alternative energy facilities accessory to a development provided such facilities meet the review criteria for Site Plan approval within the specified district;

WHEREAS, the City Site Plan process of Article 2 of the Unified Development Code protects the public and neighboring property owners from public health, safety or general welfare concerns;

WHEREAS, Developer seeks clarification of the vested right established by approval of a Site Plan to aide in assurances to allow the Developer to proceed with a phased development approach;

WHEREAS, Developer seeks clarification on participation requirements for public improvements and reimbursement of public improvements associated with the Project;

WHEREAS, the City Administrative Plat process of Article 2 of the Unified Development Code allows for the administrative modification of easements with the consent of easement holders, without public notice or hearing;

WHEREAS, development of the Property requires offsite public improvements such as utilities and transportation infrastructure;

Page 1 of 5



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 377
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 26 OF 90

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WHEREAS, Developer and City agree that Developer is to have no greater or lesser rights or obligations than those available to or imposed upon any other developer in the community under the Cheyenne Municipal Code. This Agreement, the Development Agreement and other agreements between the Parties are for purposes of memorializing those rights and obligations agreed upon with respect to the Project;

WHEREAS, Developer is eligible to file for reimbursement for offsite public improvements in accordance with the provisions of Title 1, Chapter 16 of the Cheyenne Municipal Code;

WHEREAS, certain City assurances will allow Developer to develop the Project in multiple phases as well as associated public improvements with reasonable expectations; and,

WHEREAS, Developer desires this agreement be allowed to extend to contiguous properties acquired by Developer in the future;

NOW, THEREFORE, the City and Developer in consideration of the mutual covenants and promises set forth herein hereby agree, covenant, and represent as follows:

1. The foregoing recitals are adopted as binding provisions of this Agreement.
2. Pursuant to Article 2 of the Unified Development Code, the City shall accept a Site Plan application for the Project detailing the first phase of the Project and a less-detailed general design for subsequent phases. The City's approval of said Site Plan shall establish a vested right for subsequent phases of the Project to develop in accordance with the approval, if the first phase is acted upon within two (2) years of Site Plan approval (e.g., commencement of site grading or access road construction or design).
3. City agrees to work with Developer to execute a Development Agreement without delay to detail phasing of public improvements.
4. Reimbursement expectations shall be subject to filing of a reimbursement request pursuant to the reimbursement provisions of Title 1, Chapter 16 of the Cheyenne Municipal Code.
5. The Developer may extend the rights and approvals under this Agreement and the Development Agreement to geographical territory acquired by the Developer provided the territory is contiguous with the Property or prior extensions. Contiguity will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the property and territory sought to be added. Such additional geographical territory shall thereafter be included in the agreement. Developer shall provide written notice to the City ten (10) days prior to acquisition of any geographical territory.



6. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally and may only be modified or amended by an instrument in writing, signed by the parties hereto.
7. All rights, powers, and remedies herein given the City are cumulative and not alternative, and are in addition to all other statutes or rules of law. Any forbearance or delay by the City in exercising the same shall not be deemed to be a waiver thereof and the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by the City. All representations, warranties, covenants, and the provisions hereof shall be binding upon Developer, its successors and assigns and inure to the benefit of the City, its successors, and assigns.
8. All notices shall be in writing and shall be deemed to have been sufficiently given or served when sent by certified mail when addressed to the parties at the addresses set forth below. Such addresses may be changed by notice to the other party given in the same manner.
9. This Agreement and all covenants, agreements, representations, and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Agreement is outstanding and not terminated pursuant section 10.
10. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are hereby declared severable.
11. This Agreement expires twenty-five (25) years from the date of signing by all parties, if the Project does not commence within two (2) years of Site Plan approval, or if it transferred into another business entity that is not an affiliate or subsidiary of Developer, whichever occurs first.
12. No party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
13. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.
14. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the



[Signature]

parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

15. Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.
16. Subject to the Parties' rights and obligations pursuant to the Cheyenne Municipal Code, this Agreement (and any documents or applications referenced herein) represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
17. **Anti-Corruption Compliance.** In connection with the negotiation and performance of this Agreement, the Parties, on behalf of themselves and their agents and representatives, represent, warrant, and covenant that each Party has complied with and that each Party has not engaged in and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. "Anything of Value" includes, but is not limited to, money, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. "Government Authority" means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. "Government Official" means any official or employee (or relative or household member thereof), or agent of a Government Authority; members of royal families; or candidates for political office. If either Party becomes aware of any violation or suspected violation of this Section 15, it must provide prompt written notice to the other Party setting forth the relevant facts and circumstances. The Parties will, consistent with applicable laws, cooperate with the Developer in good faith to review any suspected violations of this Section 15, including by providing reasonable access to relevant documentation.
18. **Ethical Business Practices; No Procurement Process.** In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all applicable local, state and federal laws, rules and regulations, including without limitation anti-corruption laws, rules, and regulations, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under



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this Agreement does not require the Developer to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

19. This Agreement may be executed in counterparts.
20. In witness whereof, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this Agreement.

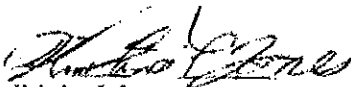
AGREED TO AND ENTERED INTO BY THE UNDERSIGNED PARTIES THIS _____

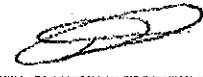
DAY OF _____ 2023.

ATTEST:

APPROVED:

City


Kristina J. Jones


Patrick J. Collins, Mayor

APPROVED:

Developer

Goat Systems, LLC
a Delaware limited liability company


Pamela A. Gregorski, President



Legal Approval

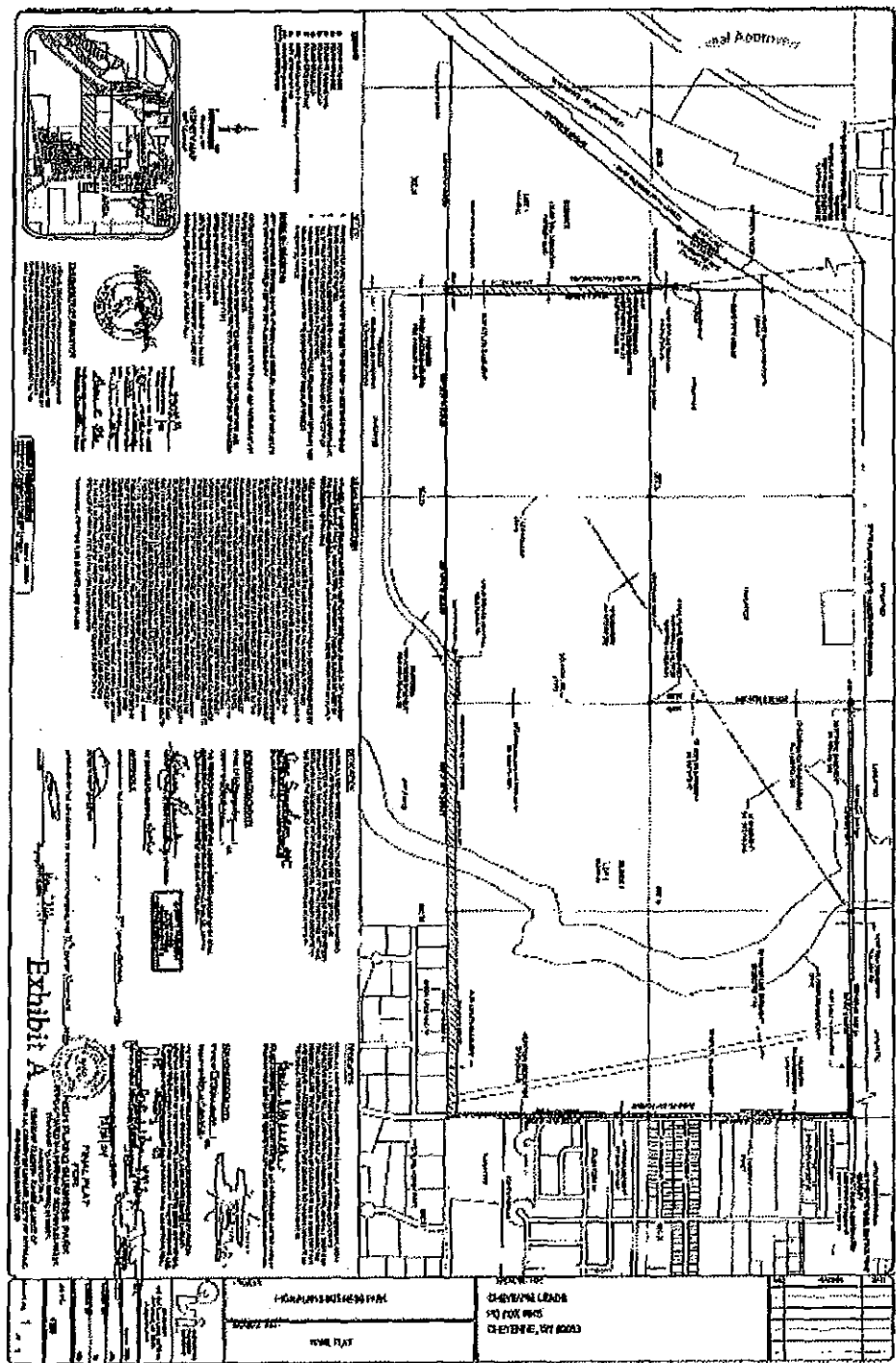


EXHIBIT B

SCHEDULE OF REQUIRED APPROVALS AND PERMITS

Applications/Permit/Misc. Fees:

Note: All review time-periods are in calendar days

Planning and Development applications (All applications are through our application portal at: <https://cheyennewy.viewpointcloud.com/categories/1082>)

1. **Site Plan / Site Engineering Plans –**
\$1,800. <https://cheyennewy.viewpointcloud.com/categories/1082/record-types/6433>.
Administrative process. 21-day review period for the first review, 14-day review period after resubmittal, 10-day review for any subsequent reviews. Subsequent timeline begins upon resubmittal. Engineering plans (including BOPU water and sewer plans) are reviewed in this process too.
2. **Common Landscape Plan –**
\$1,800. <https://cheyennewy.viewpointcloud.com/categories/1082/record-types/6433>
(Same as Site Plan). Administrative process. 21-day review period for the first review, 14-day review period after resubmittal, 10-day review for any subsequent reviews. Subsequent timeline begins upon resubmittal.
3. **Administrative Plat Administrative process – \$800.**
<https://cheyennewy.viewpointcloud.com/categories/1082/record-types/6492>
Administrative process. 21-day review period for the first review, 14-day review period after resubmittal, 10-day review for any subsequent reviews. Subsequent timeline begins upon resubmittal. Can administratively plat up to three lots once, unlimited adjustments allowed via administrative plat process after. Can dedicate any additional right-of-way to existing rights-of-way through this process.
4. **201 Exception –**
\$600 <https://cheyennewy.viewpointcloud.com/categories/1082/record-types/6510exceptions> To allow a temporary sewer facility (storage tank) during construction not connected to BOPU sewer. Governing Body approval pursuant to submittal schedule #2:
<https://www.cheyennecity.org/files/sharedassets/public/departments/planningdevelopment/review-schedules/2023-schedule-2.pdf> (6-8 weeks). No mailed/published/posted notice or public hearing requirement. No expectation that this would be denied.

Building Department processed permits and applications.

1. **Plan Review / Building Permit** <https://www.cheyennecity.org/Your-Government/Departments/Compliance-Department/Building-Permitting-Licensing> (Click "Building Permit Applications" button) These may be submitted concurrent with Site Plan / Grading Plan. **Administrative Review.** 21-days for a project of this size. This is the same if a standalone Plan Review or a combined Building Permit / Plan Review application. Both cannot be approved until a Site Plan is approved (Planning step above). Fees are based on the 2008 Fee Schedule noted in section 4, below.



2. **Right-of-way Encroachment Permit.** <https://www.cheyennecity.org/Your-Government/Departments/City-Engineer>. This is a permit for permits are permits for driveway approaches constructed within the ROW (not private property). Fees are based on the 2008 Fee Schedule noted in section 4, below.
3. **Permit Fees.** Valuation estimate includes all items classified as structural improvements. Additionally, anything like parking lot lights, private wind / solar energy facilities would be included. Servers; public infrastructure (e.g.: BOPU Mains); and site work like landscaping, parking lot paving, and sidewalks are not included. The 2008 Building Permit and Plan Review fee schedule is online here: <https://www.cheyennecity.org/Your-Government/Departments/Compliance-Department/Building-Permitting-Licensing> (Click "Building Permit Fee Schedule" button). A direct link to it is here: <https://www.cheyennecity.org/files/sharedassets/public/departments/compliance-division/bldg-fee-schedule-july-1-2008.pdf>

A more detailed description of inclusions and exclusions from the value calculation are included in this Agreement at **Exhibit C**.
4. **Contractor Licensing.** All contractors must be licensed with the City. Contractor licensing information is available on this page: <https://www.cheyennecity.org/Your-Government/Departments/Compliance-Department/Building-Permitting-Licensing> (Click "Contractor Licensing Regulations" button). Fees vary but are available on the prior link. These are typically obtained by the contractor, not the applicant.
5. **Grading Permit –**
<https://www.cheyennecity.org/files/sharedassets/public/departments/city-engineer/grading-permit.pdf>. An at-risk grading permit can be issued by the City Engineer while a Site Plan and Building Permit are under review.
6. **Administrative Review.** 10-days for a project of this size. Below is the fee schedule from municipal code section 15.08.020.Q Link: https://library.municode.com/wy/cheyenne/codes/code_of_ordinances?nodeId=TIT15BUCO_CH15.08INBUCOAD_15.08.020AM (scroll down to subsection Q.). Screenshots of that subsection of municipal code are found below.



Legal Approver

Feb 1973


<http://www.10000books.com>

EXPAND

50 cubic yards (35 m ³) per day	500 m ³
25 to 50 cubic yards (18 m ³ to 35 m ³)	250 m ³
10 to 25 cubic yards (7 m ³ to 18 m ³)	100 m ³
1,000 to 10,000 cubic yards (750 m ³ to 7,500 m ³)	100,000
10,000 to 100,000 cubic yards (7,500 m ³ to 75,000 m ³)	1,000,000
100,000 to 1,000,000 cubic yards (75,000 m ³ to 750,000 m ³)	10,000,000
1,000,000 to 10,000,000 cubic yards (750,000 m ³ to 7,500,000 m ³)	100,000,000
10,000,000 to 100,000,000 cubic yards (7,500,000 m ³ to 75,000,000 m ³)	1,000,000,000
100,000,000 to 1,000,000,000 cubic yards (75,000,000 m ³ to 750,000,000 m ³)	10,000,000,000
1,000,000,000 to 10,000,000,000 cubic yards (750,000,000 m ³ to 7,500,000,000 m ³)	100,000,000,000
10,000,000,000 to 100,000,000,000 cubic yards (7,500,000,000 m ³ to 75,000,000,000 m ³)	1,000,000,000,000
100,000,000,000 to 1,000,000,000,000 cubic yards (75,000,000,000 m ³ to 750,000,000,000 m ³)	10,000,000,000,000
1,000,000,000,000 to 10,000,000,000,000 cubic yards (750,000,000,000 m ³ to 7,500,000,000,000 m ³)	100,000,000,000,000
10,000,000,000,000 to 100,000,000,000,000 cubic yards (7,500,000,000,000 m ³ to 75,000,000,000,000 m ³)	1,000,000,000,000,000
100,000,000,000,000 to 1,000,000,000,000,000 cubic yards (75,000,000,000,000 m ³ to 750,000,000,000,000 m ³)	10,000,000,000,000,000
1,000,000,000,000,000 to 10,000,000,000,000,000 cubic yards (750,000,000,000,000 m ³ to 7,500,000,000,000,000 m ³)	100,000,000,000,000,000
10,000,000,000,000,000 to 100,000,000,000,000,000 cubic yards (7,500,000,000,000,000 m ³ to 75,000,000,000,000,000 m ³)	1,000,000,000,000,000,000
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1,000,000,000,000,000,000 to 10,000,000,000,000,000,000 cubic yards (750,000,000,000,000,000 m ³ to 7,500,000,000,000,000,000 m ³)	100,000,000,000,000,000,000
10,000,000,000,000,000,000 to 100,000,000,000,000,000,000 cubic yards (7,500,000,000,000,000,000 m ³ to 75,000,000,000,000,000,000 m ³)	1,000,000,000,000,000,000,000
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1,000,000,000,000,000,000,000 to 10,000,000,000,000,000,000,000 cubic yards (750,000,000,000,000,000,000 m ³ to 7,500,000,000,000,000,000,000 m ³)	100,000,000,000,000,000,000,000
10,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000 cubic yards (7,500,000,000,000,000,000,000 m ³ to 75,000,000,000,000,000,000,000 m ³)	1,000,000,000,000,000,000,000,000
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1,000,000,000,000,000,000,000,000 to 10,000,000,000,000,000,000,000,000 cubic yards (750,000,000,000,000,000,000,000 m ³ to 7,500,000,000,000,000,000,000,000 m ³)	100,000,000,000,000,000,000,000,000
10,000,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000,000 cubic yards (7,500,000,000,000,000,000,000,000 m ³ to 75,000,000,000,000,000,000,000,000 m ³)	1,000,000,000,000,000,000,000,000,000
100,000,000,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000,000,000 cubic yards (75,000,000,000,000,000,000,000,000 m ³ to 750,000,000,000,000,000,000,000,000 m ³)	10,000,000,000,000,000,000,000,000,000
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10,000,000,000,000,000,000,000,000,000 to 100,000,000,000,000,000,000,000,000,000 cubic yards (7,500,000,000,000,000,000,000,000,000 m ³ to 75,000,000,000,000,000,000,000,000,000 m ³)	1,000,000,000,000,000,000,000,000,000,000
100,000,000,000,000,000,000,000,000,000 to 1,000,000,000,000,000,000,000,0	

* In the testimony and in the jurisdiction witnesses of the general. This case that include supervision, evidence, equipment, non-physical and things as well as the resources involved.

 104

12945

50 cubic yards (38 m^3) or less	\$25.00
51 to 100 cubic yards (39 m^3 to 76 m^3):	\$37.50
"11" to 2 cubic yards (77 m^3 to 154 m^3):	\$12.50 for the first 100 cubic yards (76 m^3) plus \$10.00 for each additional 100 cubic yards (76 m^3) or fraction thereof
1,000 to 10,000 cubic yards (765 m^3 to $7,645 \text{ m}^3$):	\$1.00 for the first 100 cubic yards (76 m^3) plus \$15.00 for each additional 1,000 cubic yards (764 m^3) or fraction thereof
10,000 to 100,000 cubic yards ($7,645 \text{ m}^3$ to $76,450 \text{ m}^3$):	\$25.00 for the first 10,000 cubic yards ($7,645 \text{ m}^3$) plus \$2.00 for each additional 10,000 cubic yards ($7,645 \text{ m}^3$) or fraction thereof
100,000 cubic yards ($76,450 \text{ m}^3$) or more	\$14.00 for the first 100,000 cubic yards ($76,450 \text{ m}^3$) plus \$10.00 for each additional 10,000 cubic yards ($7,645 \text{ m}^3$) or fraction thereof
Other instructions and fees	
1. Inspections outside of normal business hours	\$30.00 per hour minimum charge = one hour
2. Remedy costs when necessary under provisions of Section 106.2.1	\$25.00 per hour
3. Inspections for which no fee is normally charged	\$50.00 per hour minimum charge = one-half hour

[illegible]

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Other Fees Due:

1. **Public Safety and Park Fees:** Based on building permit square footage and lot size at the time of permit. A link to the worksheet is here:
<https://www.cheyennecity.org/files/sharedassets/public/departments/planningdevelopment/website-documents/2023-fee-sheet-non-residential.pdf>. Enter acreage and square footage values (no commas) and it will automatically calculate. This will automatically increase in January based on the Engineering News Record's Construction Cost Index.

Park Fee is estimated at \$1,038,268.00 based on a development lot size of 943.88-acres. Public Safety fee is estimated at \$414,904 based on a development square footage of 800,000 sq. ft. (see worksheet screenshot below). Incomplete sections below are not applicable to this project.



Non-Residential Development Fee Worksheet

Certain development fees for new construction and additions to non-residential buildings require payment of several development fees as outlined below. The fees are established by ordinance and agreements and offset costs associated with public safety, park enhancement, parkland acquisition, and in certain cases, transportation. Fees are due prior to issuance of a building permit.

Please mark if your project is located within either of the following subdivisions:

- ☐ Saddle Ridge Subdivision (if marked, Section 3 is not required)
☐ Sweetgrass Subdivision (if marked, please complete Section 3 in addition to Sections 1 and 2)
☐ Other subdivision (if marked, Section 3 is not required)

Section 1: Park Fees UDC Section 4.2.5

- ☐ Commercial Enhancement Fee - \$1,100 per acre (pro-rated to the nearest one-tenth of an acre)
 *Minimum fee is \$250.00

\$1,100.00 x number of acres 943.88 = Fee Due \$ 1,038,268.00

Section 2: Public Safety Fees UDC Section 4.6

This fee applies to all new construction, additions to existing non-residential increasing a building's square footage by 20% or more. In the case of additions to existing non-residential buildings, fees shall only apply to the additional square footage added to the existing building. For information on what category your development falls in, please see Table 1.1 "Use Types" on page 3).

- ☐ Commercial and Service (per UDC Table 5-1) - \$603.42 per 1,000 feet of finished floor area
 \$603.42/1000 x square footage of finished floor area _____ = Fee Due _____
- ☐ Industrial (per UDC Table 5-1) - \$518.63 per 1,000 feet of finished floor area
 \$518.63/1000 x square footage of finished floor area 800000 = Fee Due \$ 414,904.00
- ☐ Civic and Public Service (per UDC Table 5-1) - \$295.00 per 1,000 feet of finished floor area
 \$295.00/1000 x square footage of finished floor area _____ = Fee Due _____
- ☐ Employment, Agriculture, and any Other Use (per UDC Table 5-1) - \$1001.67 per 1,000 feet of finished floor area
 \$1001.67/1000 x square footage of finished floor area _____ = Fee Due _____



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Section 3: Sweetgrass Transportation Fee (Please mark the fee that applies to your project) City Contract #6784, Annexation Agreement☐ Commercial - \$2,422.81 per 1,000 square feet of finished floor space

\$2,422.81/1,000 x square footage of finished floor space _____ = Fee Due _____

☐ Hotels - \$1,817.11 per 1,000 square feet of finished floor space

\$1,817.11/1,000 x square footage of finished floor space _____ = Fee Due _____

☐ Institutional - \$2,119.96 per 1,000 square feet of finished floor space

\$2,119.96/1,000 x square footage of finished floor space _____ = Fee Due _____

☐ Office & all other - \$1,817.11 per 1,000 square feet of finished floor space

\$1,817.11/1,000 x square footage of finished floor space _____ = Fee Due _____

Fee Due prior to Building Permit Issuance (Sum of Sections 1-3)

Section 1:	\$ 1,039,255.00
Section 2:	\$ 414,954.00
Section 3:	\$ 0.00
TOTAL DUE:	\$ 1,453,172.00

2. **Reimbursement fee for Allison Draw sewer north of the site** – Determined based on gallons per minute at dry weather diurnal peak flow (reimbursement agreement).

This needs to be finalized based on final sewer numbers for this development. Please continue conversation with BOPU.

BOPU Fees and System Development Fee:

1. See BOPU Service Letter attached as Exhibit G.



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EXHIBIT C

FEE SCHEDULE FOR PLAN AND PERMIT REVIEW

I. Building Permit Review Valuation Standards.

A. Generally, permit valuation is a cumulative value consisting of all materials and labor required to construct a project. For the COSMO Project, this valuation shall not include the valuation of servers that are to be installed once the project is completed.

B. Inclusions in Permit Valuation: The following items shall be included in the valuation cost provided for determining total permit fees.

1. Site (periphery) construction. Utility services that are between the utility demarcation point, i.e., tap or connection point, and the building connection point, shall be included in the overall valuation of the Project, and include all labor and materials to execute this work. Examples include water, sewer, storm, power, telecom, and gas. [It is a good rule of thumb to say if the utility does not own or maintain it and the developer/applicant will own and maintain it then it must be included in the valuation for permit fees.]

2. Building periphery. All cooling, power distribution, back-up power generation, telecom, and site lighting and associated piping, wiring, structural support, exterior fiber optic cabling and related equipment, foundations and supporting appurtenances.

3. Vertical structure of interior and exterior of buildings.

C. Exclusions from Project Valuation: Personal property of the Developer, including without limitation, servers, building internal telecom/fiber optic wiring from server connection point to "hub" connection location (does not include raceway or busway for routing to HAC's), furniture to be placed in interior or exterior spaces (i.e. desks, chairs, desktop computer equipment, office equipment, appliances, etc.), owner-provided equipment such as pallet jacks, forklifts, and security x-ray equipment.



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EXHIBIT D

General Diagram of Development



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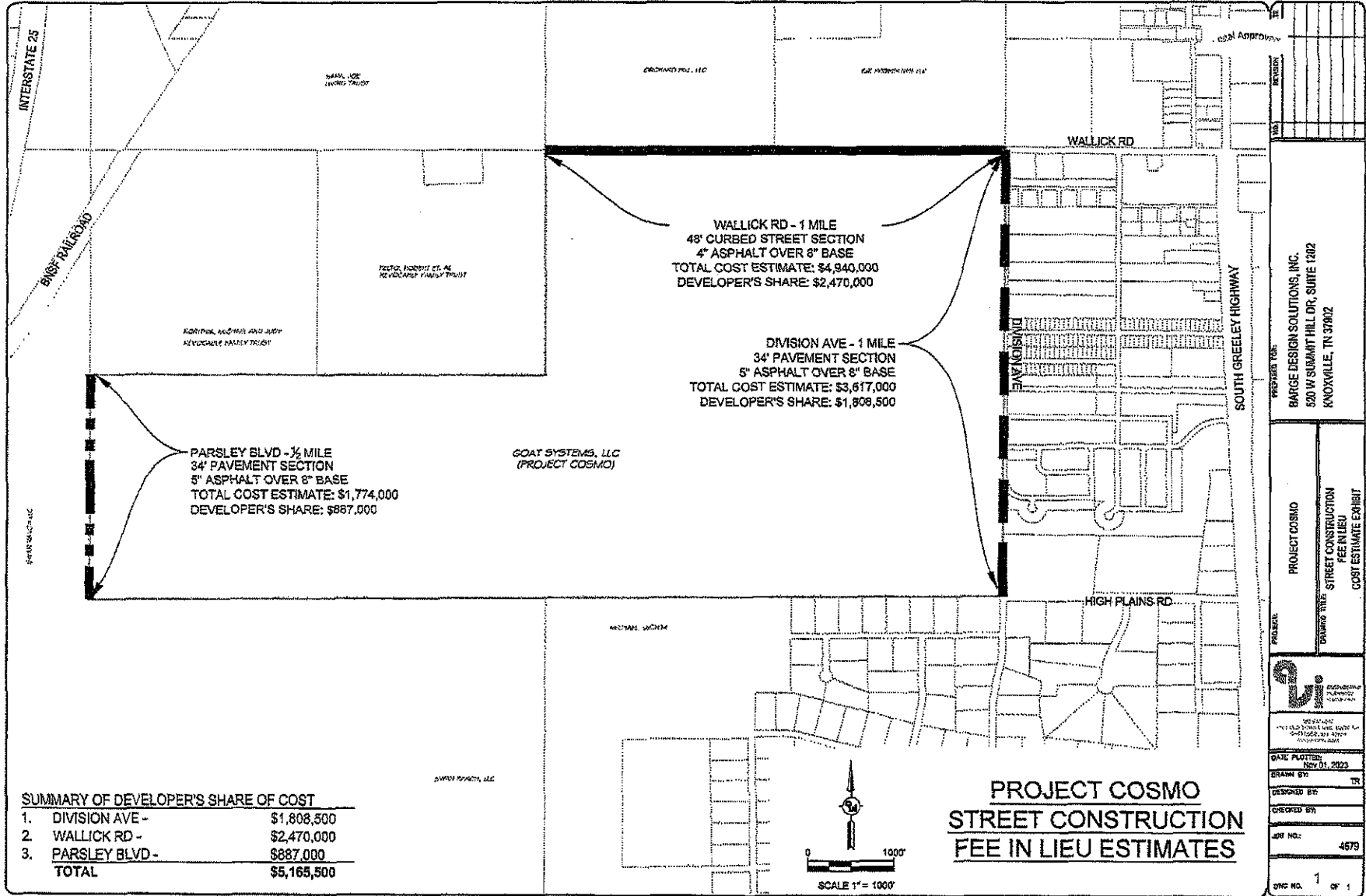
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EXHIBIT E

CASH IN LIEU SCHEDULE OF CHARGES AND LOCATION DIAGRAM



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BARCE DESIGN SOLUTIONS, INC.
 520 W SUMMIT HILL DR, SUITE 1202
 KNOXVILLE, TN 37902

PROJECT COSMO
 STREET CONSTRUCTION
 FEE IN LIEU
 COST ESTIMATE EXHIBIT

DATE PLOTTED: Nov 01, 2023
 DRAWN BY: TR
 DESIGNED BY:
 CHECKED BY:
 JOB NO.: 4579
 DWG NO.: 1 OF 1

EXHIBIT F
CORRIDOR DESCRIPTION AND
DIAGRAM FOR ROADS AND WET UTILITIES

CORRIDOR 1: High Plains Road between US Highway 85 and Division Avenue.

Developer, the City shall cooperate with the County in establishing a Minor Arterial road with a 100 foot wide right-of-way with connection over and across a right-of-way paid for by Developer and obtained from Jeffrey and Tammy Deisch, Pidn: 13662030000900; Local #: 00013006620051.

- i. Unless otherwise agreed upon with adjoining owners, such road shall be initially installed by Developer at Developer's Cost, subject to Cost Sharing with adjoining owners, whether such owners' properties are located in the City or County.
- ii. To the maximum extent practicable, such road shall be completed to City standards for a Minor Arterial and in accordance with any requirements of the Wyoming Department of Transportation. Completion of such road is not a condition of occupancy of Phase One of the Project. The City acknowledges that, due to historical County set back issues, a standard width road in this location is not currently possible and Developer is not obligated to resolve such set back issues or enter into agreements to resolve such set back issues.
- iii. Upon request of Developer, City shall initiate and pursue approval of annexation of the Corridor 1 portion of High Plains Road upon completion of the road establishment process through the County.

b. **CORRIDOR 2:** High Plains Road between Division Avenue and point approximately one mile west of Division Avenue (Development entrance).

A principal arterial street with Wet Utilities within a one hundred and twenty (120) foot wide right-of-way within the Plat boundary, as depicted and platted on the Plat.

- i. Shall be 100% funded by Developer, subject to Cost Sharing.
- ii. Shall be constructed by the Developer prior to occupancy of Phase One of the Project.
- iii. Shall include Wet Utility Lines (water and sewer) as required by the City/BOPU.

c. **CORRIDOR 3:** Continuation of water line from Development entrance to Parsley Avenue right-of-way across Property to south of south half of Project Property.



- i. Developer shall construct at Developer's cost, subject to Cost Sharing, prior to occupancy of Phase One. A Financial Security for delayed Public Improvements shall be provided in accordance with City Code.
- d. **CORRIDOR 4:** Diagonal sanitary sewer line easement crossing southwest corner of Property.

A sanitary sewer line easement dedicated to BOPU for purposes of serving upstream development in same sanitary sewer basin. No current installation by Developer required, but easement to include crossing rights and rights of additional parallel utility installation for Developer, as well as construction easement for installation of sewer line by BOPU.

- e. **CORRIDOR 5:** Parsley Boulevard right-of-way along westernmost boundary of Property.

A potential future arterial street with Water Line within a one hundred (100) foot platted right-of-way within the Plat boundary, as depicted and platted on the Plat (50 feet of which is located on the Property).

- i. Developer has no obligation to construct such road as depicted as Corridor 4.
- ii. Developer's obligation for participation in construction of such future street shall be fully satisfied as set forth in Exhibit C through Cash In Lieu payment of 50% of the estimated costs therefor, with the remaining 50% funded by adjacent property owners at such time as determined by the City.
- iii. Prior to occupancy of Phase One, Developer shall construct at Developer's cost (subject to Cost Sharing) a Water Line as required by the City/BOPU in Corridor 5. A Financial Security for delayed Public Improvements shall be provided in accordance with City Code.
- f. **CORRIDOR 6:** Planned southwest-to-northeast water line to connect to existing water main in westerly extension of Wallick Road, from north terminus of Corridor 4 to northwest corner of northernmost part of the Property (anticipated to be on property owned by the Michael and Judy Koritnik Revocable Family Trust – PIDN 13672420000100).

- i. Developer to obtain City/BOPU easements from private party and construct water line at Developer's cost, subject to Cost Sharing, and obtain dedication of same to City/BOPU. A Financial Security for delayed Public Improvements shall be provided in accordance with City Code.
- g. **CORRIDOR 7:** West Wallick Road between the northwest corner of the Plat to Division Avenue.

A portion of a Major Collector street within a forty (40) foot wide right-of-way dedicated with the Plat identified as Corridor 7 in Exhibit F. An existing water line is located within a BOPU easement generally paralleling the north side of the right-of-way.



- i. Developer has no obligation to construct such road as depicted as Corridor 7.
- ii. Developer's obligation for participation in construction of such future street shall be fully satisfied as set forth in Exhibit C through Cash-In-Lieu payment of 50% of the estimated costs therefor, with the remaining 50% funded by adjacent property owners at such time as determined by the City.

h. **CORRIDOR 8: Division Avenue between High Plains Road and Wallick Road.**

A Major Collector street within a varying width right-of-way of which forty (40) feet of right-of-way was dedicated with the Plat and a greenway within a twenty (20) foot-wide greenway easement generally paralleling the west side of the right-of-way identified on the east boundary of the Property as set forth in Exhibit A.

- i. Developer has no obligation to construct such road as depicted as Corridor 8.
- ii. Developer's obligation for participation in construction of such future street shall be fully satisfied as set forth in Exhibit C through Cash-In-Lieu payment of 50% of the estimated costs therefor, with the remaining 50% funded by adjacent property owners at such time as determined by the City.
- iii. No Wet Utilities are required with respect to Corridor 8.
- iv. Division Avenue Greenway (From Wallick Road to High Plains Road).
 - 1. As an alternative to a sidewalk on the western side of the right-of-way, a ten-foot (10') greenway path within a twenty foot (20') easement shall be dedicated to the City, as shown on the Plat, in accordance with the following provisions:
 - (i) No path is required to be constructed by Developer.
 - (ii) Developer shall be credited with the value of the twenty foot easement hereunder against the Cash-In-Lieu calculation for Corridor 8.

i. **CORRIDOR 9: Allison Draw South sewer interceptor south of College Drive to Wallick Road.**

Construction of a sewer interceptor within necessary dedicated BOPU easements and existing rights-of-way extended from College Drive south to the Wallick Road right-of-way identified as Corridor 8 on Exhibit F.

- i. Shall be 100% funded by Developer, subject to Cost Sharing.
- ii. The sewer interceptor shall be constructed by Developer and accepted by BOPU prior to occupancy of Phase One the Project.



- iii. A Financial Security for delayed Public Improvements shall be provided in accordance with City Code.
- j. **CORRIDOR 10: Wastewater/sewer line from High Plains Road to Wallick Road.**
 - i. Shall be 100% funded by Developer, subject to Cost Sharing.
 - ii. Shall be completed prior to Phase 1 occupation -- complies with obligation to install sewer connection to furthest south parcel line for ultimate connection to adjoining properties, per City/BOPU requirements.
- k. **CORRIDOR 11: Sewer easements obtained By Developer and granted to BOPU along Wallick Road and running west to northwest corner of northernmost portion of Property, and west along northern boundary of westernmost portion of the Property.**
 - i. Developer is not required to construct such sewer line, but only grant sewer line easement for designed sewer line where needed and designed on the Property. Connection between such segments will be the obligation of owners of properties to the west, south or north of the Property, inasmuch as Developer has no use of the sewer line in Corridor 10.

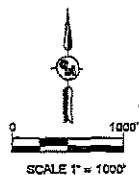


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EXHIBIT F DIAGRAM

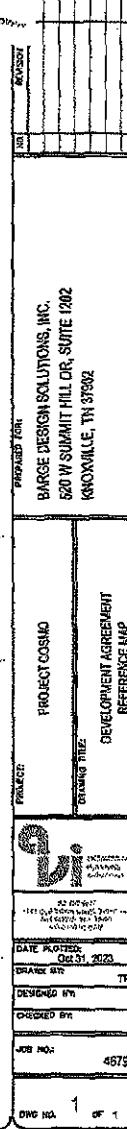


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KEY		
CORRIDOR 1:	[Solid Black Line]	HIGH PLAINS RD - US HWY 85 TO DIVISION AVE
CORRIDOR 2:	[Dashed Line]	HIGH PLAINS RD - DIVISION AVE TO DEVELOPMENT ENTRANCE + WATER & SEWER
CORRIDOR 3:	[Dotted Line]	W [Solid Black Line] W 16' WATER MAIN - DEVELOPMENT ENTRANCE TO PARSLEY BLVD ROW
CORRIDOR 4:	[Dash-dot Line]	t [Solid Black Line] t SEWER LINE EMBANKMENT ACROSS SOUTHWEST CORNER OF PROPERTY
CORRIDOR 5:	[Long Dash Short Dash Line]	E [Solid Black Line] E PARSLEY BOULEVARD ROW ALONG WEST BOUNDARY OF PROPERTY
CORRIDOR 6:	[Short Dash Long Dash Line]	N [Solid Black Line] N CROSS NORTHWEST CORNER OF ALLISON DRAW SOUTH HIGH PLAINS RD
CORRIDOR 7:	[Thin Solid Line]	I I I I I I I I I I WEST WALLOCK ROAD FROM NW CORNER OF FLAT TO DIVISION AVE
CORRIDOR 8:	[Thick Solid Line]	DIVISION AVE BETWEEN HIGH PLAINS RD AND WALLOCK RD
CORRIDOR 9:	[Thin Dashed Line]	SAN [Solid Black Line] ALLISON DRAW SOUTH SIDE HIGH PLAINS INTERCEPTOR
CORRIDOR 10:	[Thin Dotted Line]	SS [Solid Black Line] SS SEWER LINE FROM HIGH PLAINS RD TO WALLOCK RD

NOTE:
ALIGNMENTS AND LOCATIONS SHOWN ON THIS
MAP ARE REPRESENTATIVE AND APPROXIMATE.



Legal Approved

EXHIBIT G
BOPU SERVICE LETTER



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2851 PG# 400
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 49 OF 90



Board of Public Utilities

Cheyenne Water and Sewer Departments

24
City of Cheyenne, Wyoming 82001
(307) 636-0700
www.cheyennebopu.org

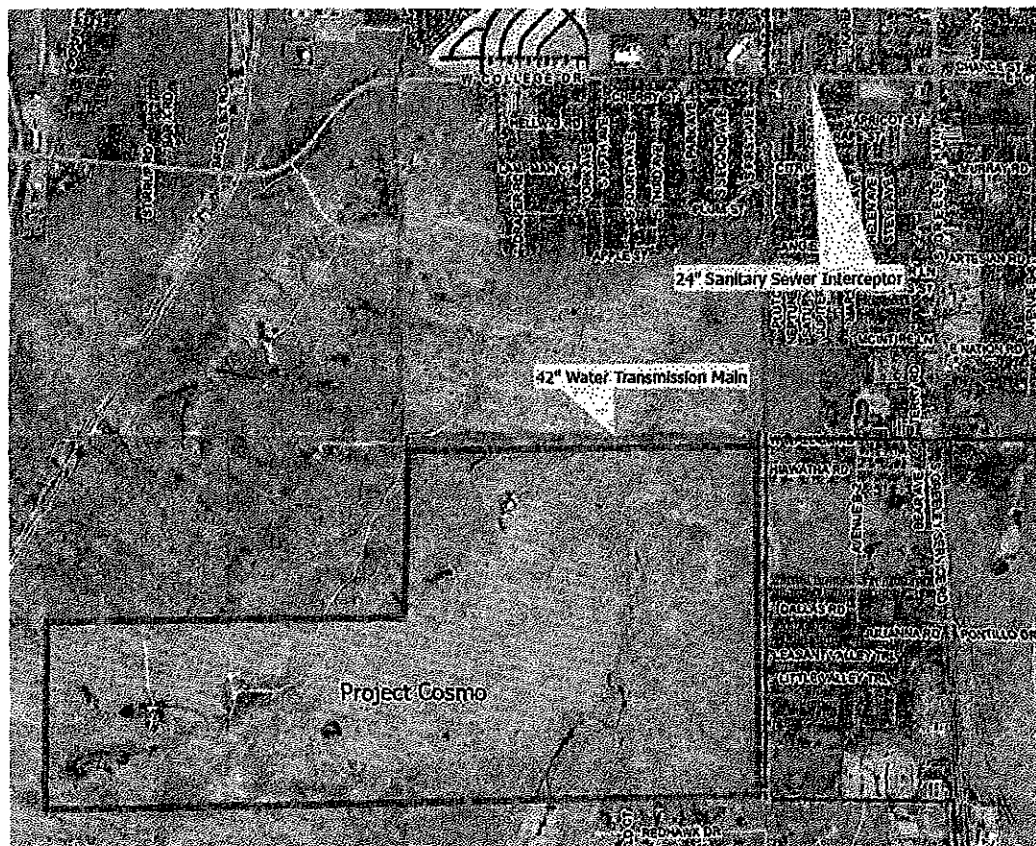
October 25, 2023

GOAT Systems, LLC
1821 Logan Ave
Cheyenne, WY 82001

RE: BOPU water and sewer service for Project Cosmo

To whom it may concern

The proposed development (Project Cosmo) is within the service boundary of the City of Cheyenne Board of Public Utilities (BOPU) and will require the extension of water and sewer infrastructure by the developer. The map below shows the existing infrastructure in relation to the proposed development, which is owned by GOAT Systems, LLC ("GOAT").



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 401
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 50 OF 90



Board of Public Utilities

Cheyenne Water and Sewer Departments

2nd Legal Approval 82001
City of Cheyenne
(307) 637-0300
www.cheyennebopu.org

This letter is given in conjunction with the Development Agreement entered into between the GOAT and the City of Cheyenne (City) with respect to the proposed development, which Development Agreement is incorporated by reference in this letter. The BOPU has the capacity to serve the proposed development. Currently, the BOPU has an annual firm yield of 22,000 acre-ft and a current demand of 14,000 acre-ft of potable water. The BOPU operates two wastewater reclamation facilities with a combined capacity of 16.0 MGD and we currently treat an average of 7.25 MGD. The following table is a summary of the proposed demands of the development:

Tier	Per Tier		Cumulative	
	Potable Water	Sewer	Potable Water	Sewer
1	100 gpm PH 50 MG Annual	25 MG	100 gpm PH 50 MG Annual	25 MG
2	825 gpm PH 450K gallons MD 25 MG Annual	5 MG Annual	925 gpm PH 450K gallons MD 75 MG Annual	30 MG Annual
3	1000 gpm PH 500K gallons MD 225 MG Annual	70 MG Annual	1925 gpm PH 950K gallons MD 300 MG Annual	100 MG Annual
Fire	2500 GPM for 2 hours			

PH – Peak Hour, MD- Max Day, and MG is Million Gallons

The development will need up to 300,000 gallons per day of water for construction, which the BOPU can make available to the Developer with an approved permit for the specified fees for construction water. The BOPU has hydrant meters available for construction water and there is an existing fire hydrant at the intersection of High Plains Road and Division Ave. Attached is information on the hydrant permits.

It should be noted that when sewer flows exceed Tier 1, the proposed development would be classified as a Significant Industrial User (SIU). Users are classified as a SIU when meeting one of the following conditions:

- Discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the Publicly Own Treatment Works (excluding sanitary, noncontact cooling and boiler blow down wastewater).
- Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant. Current five percent (5%) is 100,000 gallons.
- Is designated as such by the BOPU on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, in accordance with 40 CFR Section 403.8(f)(6).

System Development Fees (SDF) are charged based new connector's share of the water and sewer systems. Small connection SDF are based on water meter size. Larger connection SDF are based on the Large Commercial/Industrial User calculation. Additionally, Connection fees are charge based on the connections made to the BOPU system. Attached are the resolutions.



REC# 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 402
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 51 OF 90



Board of Public Utilities

Cheyenne Water and Sewer Departments

24
City Legal Approved 3 82001
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The following table summarizes the estimated SDF for CY24 for the proposed development based on next year's rate resolutions and the estimated demands provided. It should be noted that BOPU anticipates SDF to increase annually and does not include connection fees.

Tier	Water	Sewer*	Total	SDF based on
1	\$410,968.00	\$112,046.00	\$523,014.00	2 - 4" connections
2	\$3,727,224.00	\$182,583.64	\$3,909,807.64	Large Com/Ind
3	\$9,571,132.22	\$1,169,863.00	\$10,740,995.22	Large Com/Ind
Total	\$13,709,324.22	\$1,464,492.64	\$15,173,816.86	

*Sewer SDF based on BOD of 55 and TSS of 22.

Paid SDF secure the right to utilize a specific connection. Connections are associated with the served property and transfer to future owners. Small water connection owners have full access to the amount of water the tap can provide, short of water conservation requirements associated with a drought or curtailment. Owners of large connections have full access to the tap provided the values used to calculate SDF are not exceeded. Additional SDF will be assessed for exceedances. Water conservation requirements will also be placed on large taps during a drought or curtailment.

At this time, it is our understanding Goat desires to move forward with Tiers 1 and 2. BOPU will reevaluate the capacity to serve Tier 3 at the time proposed construction. BOPU makes no guarantee capacity for Tier 3 will be available in the future. Please refer to the attached capacity memos for Tier 1 and Tier 2.

Any water and sewer infrastructure on GOAT property where BOPU easements and access cannot be provided will be considered a private consecutive system owned and operated by GOAT.

During times of drought and curtailment, BOPU will implement water conservation measures to preserve our limited water supplies based on the current BOPU Wise Water Use Plan.

All BOPU system connections will be charged in accordance with current rate resolutions; \$6.05 per thousand gallons of water consumption and \$6.40 per thousand gallons of sewer flow in 2024. Rates are updated annually based on cost-of-service rate evaluations and master plan studies.

At times, water and sewer service can be impacted by water main leaks and sewer backups. If service is impacted, the BOPU has staff on call 24 hours a day and will respond immediately. BOPU staff will be on-site until the issue is resolved and will provide notification to large customers of impacts to their services.

The proposed Development Agreement between the GOAT and the City of Cheyenne includes all required water and wastewater improvements for each tier. The required improvements for Tier 3 will be reevaluated when construction is proposed.

If you have any questions or require additional information, please contact me at any time.

Respectfully

Frank A Strong IV, P.E.
Engineering and Water Resources Division Manager
307.637.6416
fstrong@cheyennebopu.org



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 403
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 52 OF 90



Board of Public Utilities

Cheyenne Water and Sewer Departments

Legal Approval re.
Meeting 82001
(307) 637-6460
www.cheyennebopu.org

Memo

To: Project COSMO
From: Bryce Dorr
Date: October 9, 2023
Subject: COSMO Capacity Analysis

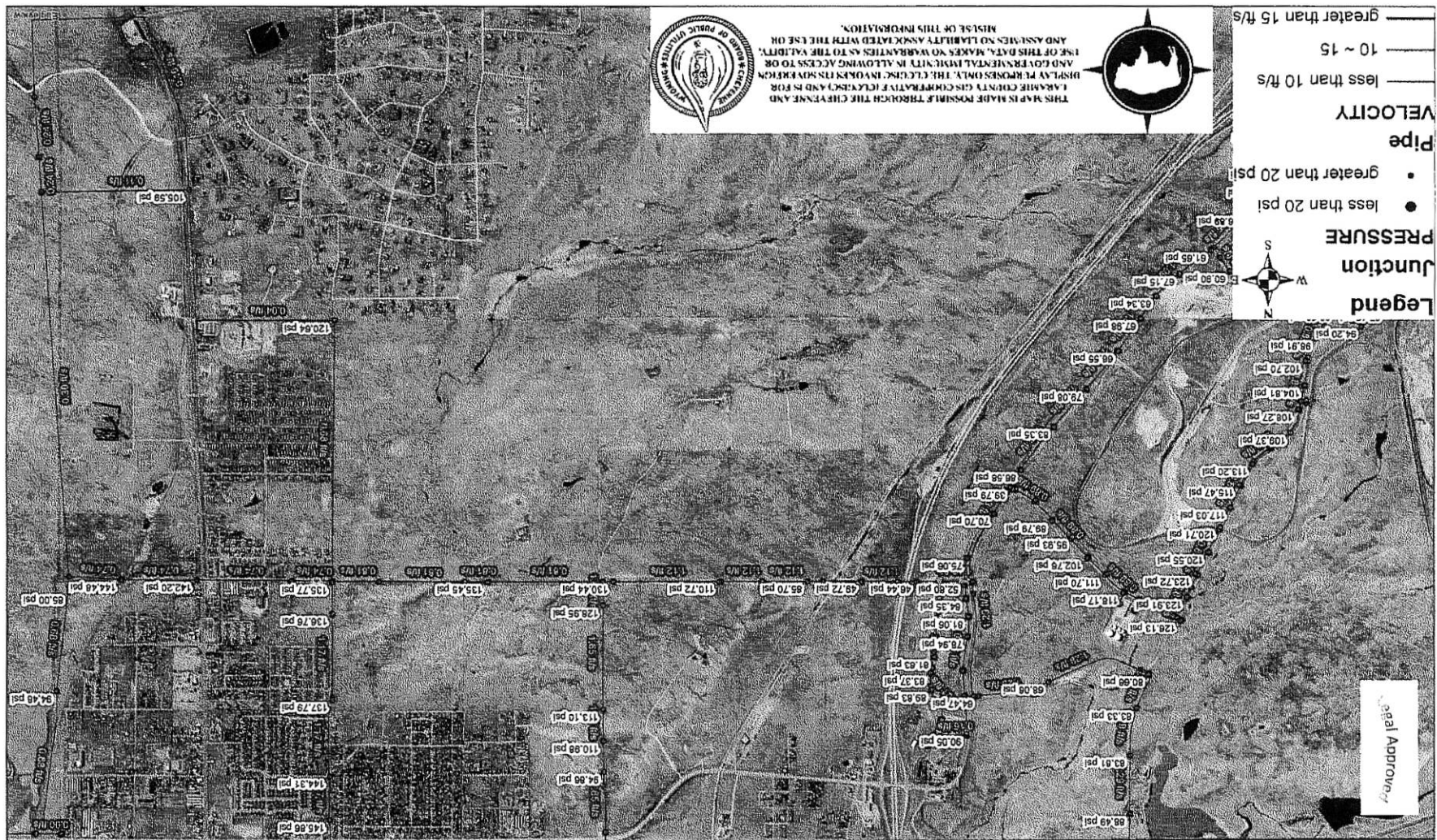
Based on BOPU model results, water and sewer system capacities appear adequate for the Tier 1 development demand flows provided by Project COSMO (see table below). Sufficient storage exists in the water distribution system to adequately serve the temporary fire flow of 400 gpm for 4 hours (96,000 gallons) and the permanent fire flow of 2,500 gpm for 2 hours (300,000 gallons). Offsite water and sewer improvements are required to extend service to the proposed project site and are presented in the development agreement between Project COSMO and the City of Cheyenne. Please find attached documents:

1. Model results for proposed
 - a. Temporary Fire Flow
 - b. Max Day Water Demand Plus Fire Flow
 - c. Peak Hour Water Demand
 - d. Dry Weather Max Day Sewer Flow (50% d/D)

Tier	Per Tier		Cumulative	
	Potable Water	Sewer	Potable Water	Sewer
1	100 gpm PH 50 MG Annual	25 MG	100 gpm PH 50 MG Annual	25 MG
2	825 gpm PH 450K gallons MD 25 MG Annual	5 MG Annual	925 gpm PH 450K gallons MD 75 MG Annual	30 MG Annual
3	1000 gpm PH 500K gallons MD 225 MG Annual	70 MG Annual	1925 gpm PH 950K gallons MD 300 MG Annual	100 MG Annual
Fire	2500 GPM for 2 hours			

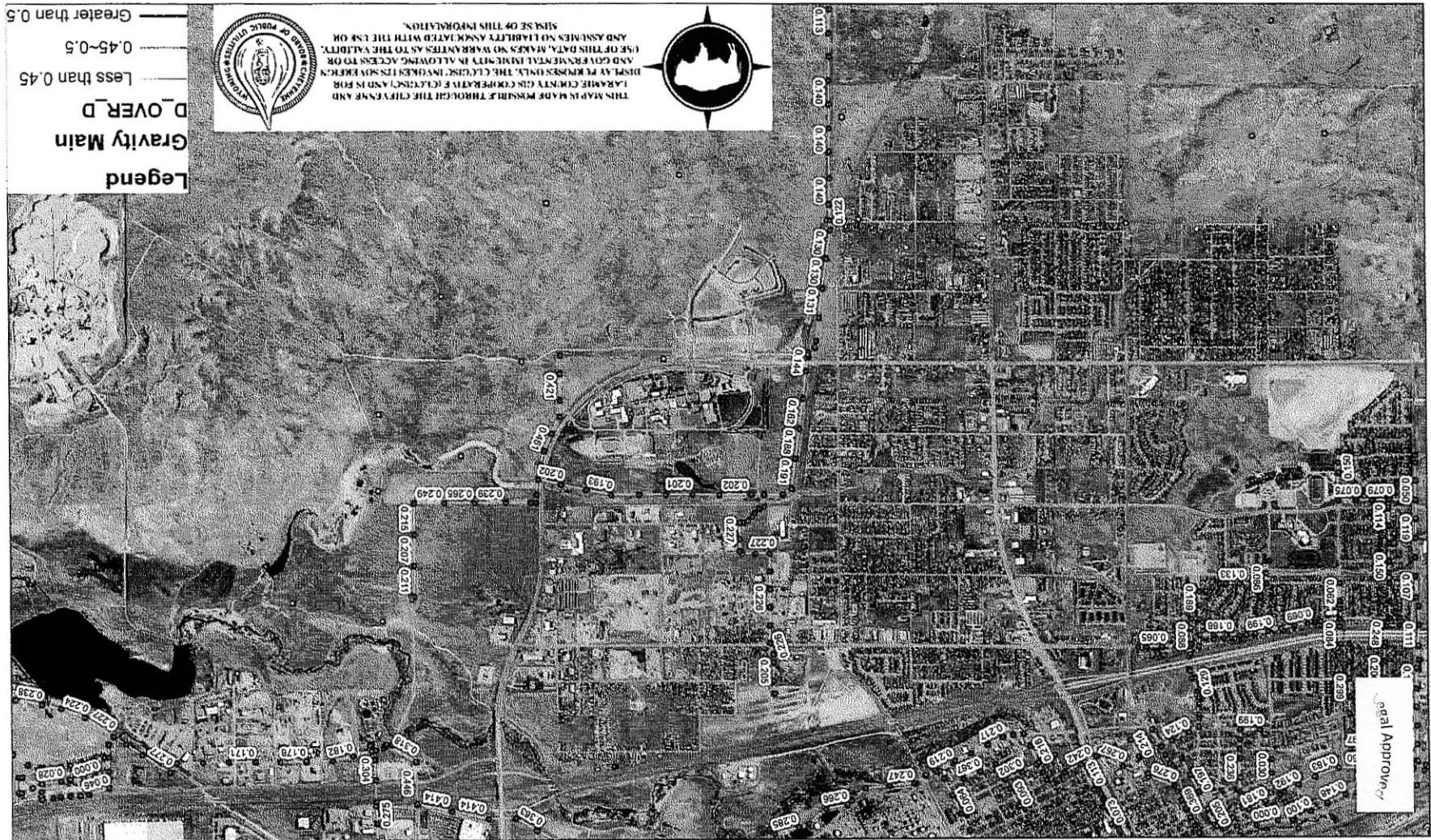
2. PH – Peak Hour, MD- Max Day, and MG is Million Gallons

REC# #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 404
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 53 OF 90





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REC# 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 408
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 57 OF 90



Board of Public Utilities

Cheyenne Water and Sewer Departments

Legal Approved /s. [Signature]
[Name] 82001
(307) 637-6460
www.cheyennebopu.org

Memo

To: Project COSMO
From: Bryce Dorr
Date: October 23, 2023
Subject: COSMO Tier 2 Capacity Analysis

Based on BOPU model results, water and sewer system capacities appear adequate for the Tier 2 development demand flows provided by Project COSMO (see table below). However, the peak hour flow causes nodes at higher elevations to drop close to 20 psi. The proposed elevated tank at Bison Business Park is recommended to be in place prior to full Tier 2 peak hour demand flows are in operation. The elevated tank is to be constructed external of Project COSMO. Sufficient storage exists in the water distribution system to adequately serve the temporary fire flow of 400 gpm for 4 hours (96,000 gallons) and the permanent fire flow of 2,500 gpm for 2 hours (300,000 gallons). Although the existing sewer interceptor downstream of the project currently has capacity for the full Tier 2 sewer flow, sewer attenuation of the cooling water to 20% of peak hour rate is required per BOPU Infrastructure Policies and Design Criteria Section J to extend capacity of the infrastructure for future developments. Offsite water and sewer improvements are required to extend service to the proposed project site and are presented in the development agreement between Project COSMO and the City of Cheyenne. Please find attached documents:

1. Model results for proposed
 - a. Temporary Fire Flow
 - b. Max Day Water Demand Plus Fire Flow
 - c. Peak Hour Water Demand without tank
 - d. Peak Hour Water Demand with tank
 - e. Dry Weather Max Day Sewer Flow (50% d/D)

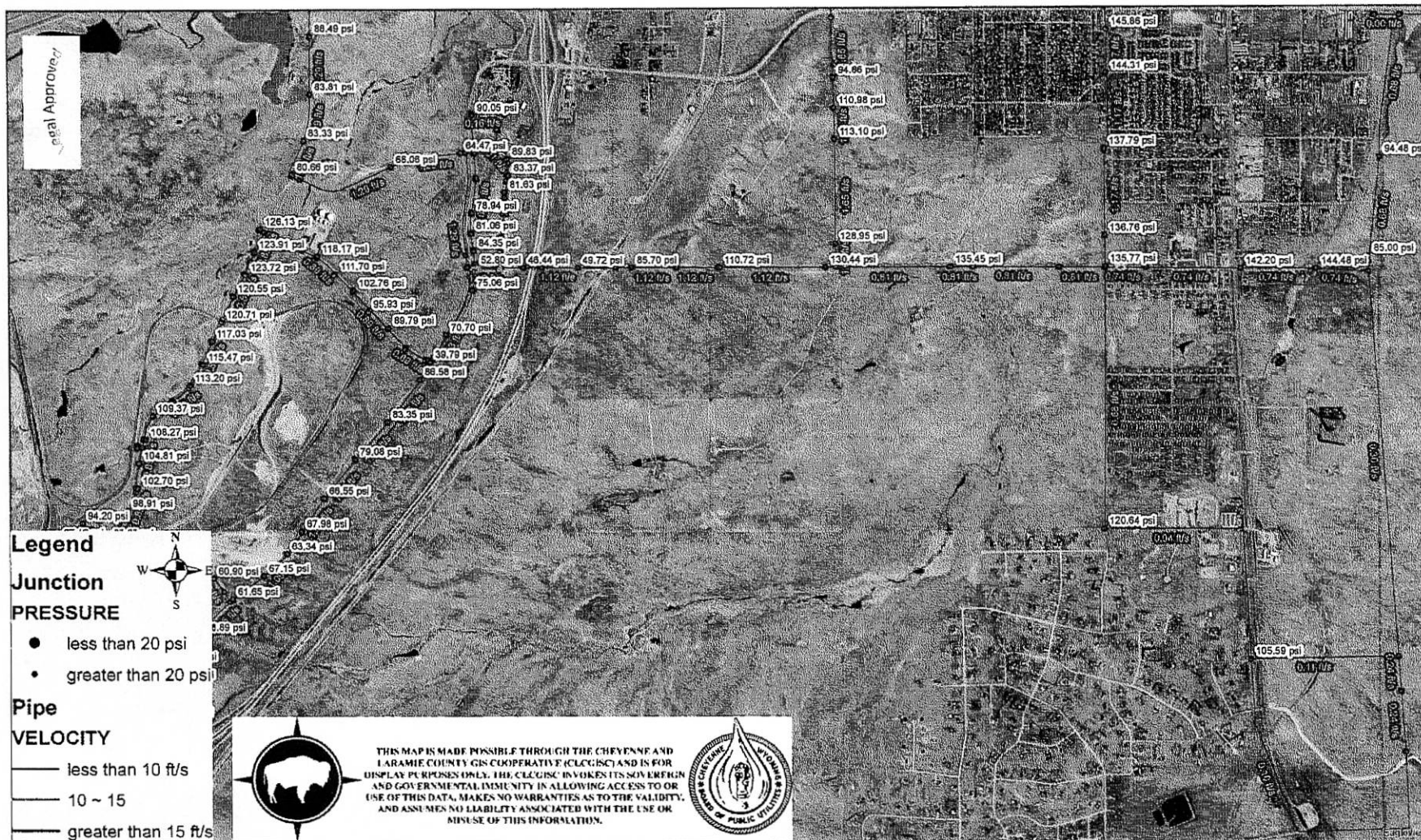
Tier	Per Tier		Cumulative	
	Potable Water	Sewer	Potable Water	Sewer
1	100 gpm PH 50 MG Annual	25 MG	100 gpm PH 50 MG Annual	25 MG
2	825 gpm PH 450K gallons MD 25 MG Annual	5 MG Annual	925 gpm PH 450K gallons MD 75 MG Annual	30 MG Annual
3	1000 gpm PH 500K gallons MD 225 MG Annual	70 MG Annual	1925 gpm PH 950K gallons MD 300 MG Annual	100 MG Annual
Fire	2500 GPM for 2 hours			

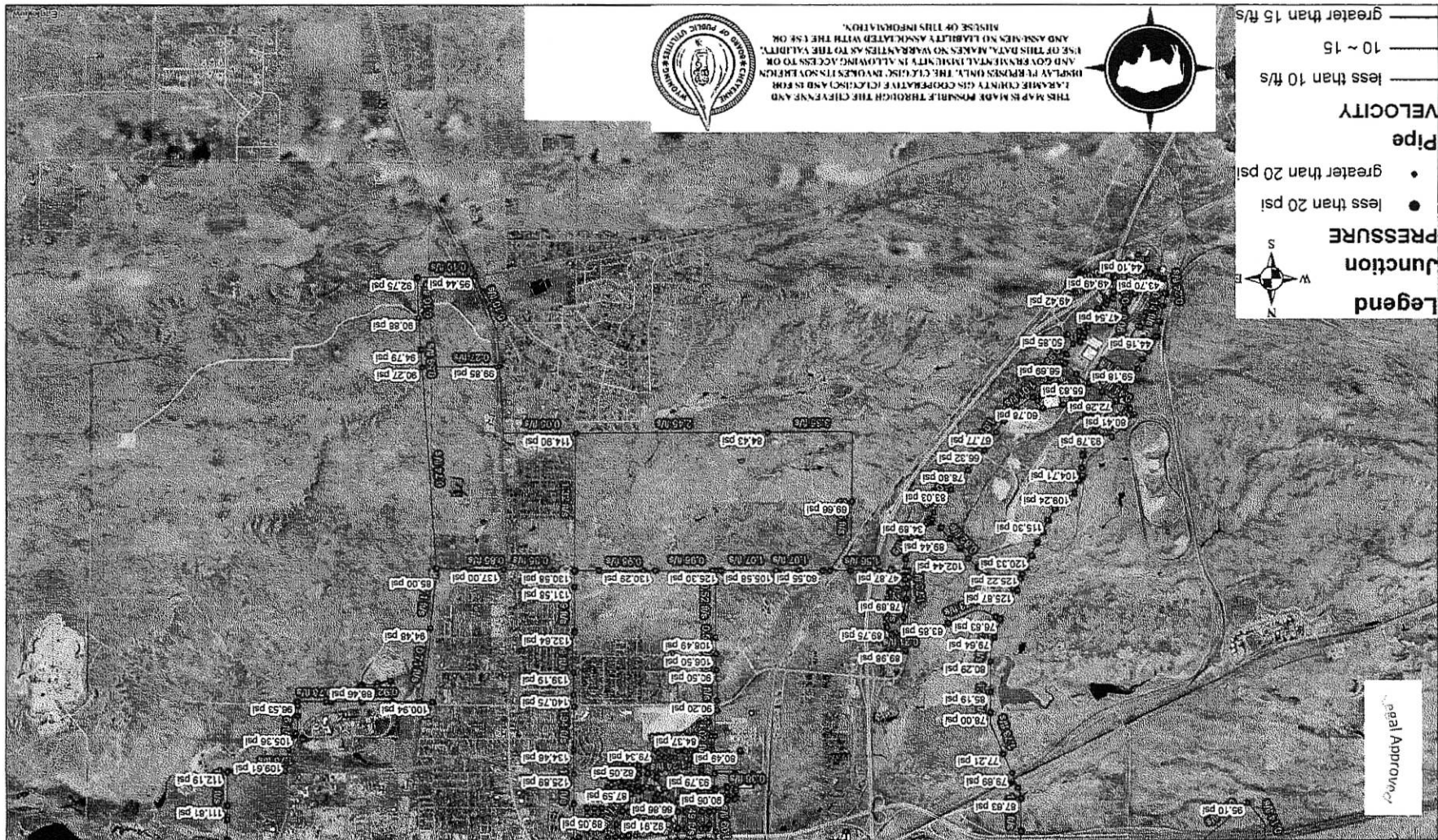
PH – Peak Hour, MD- Max Day, and MG is Million Gallons

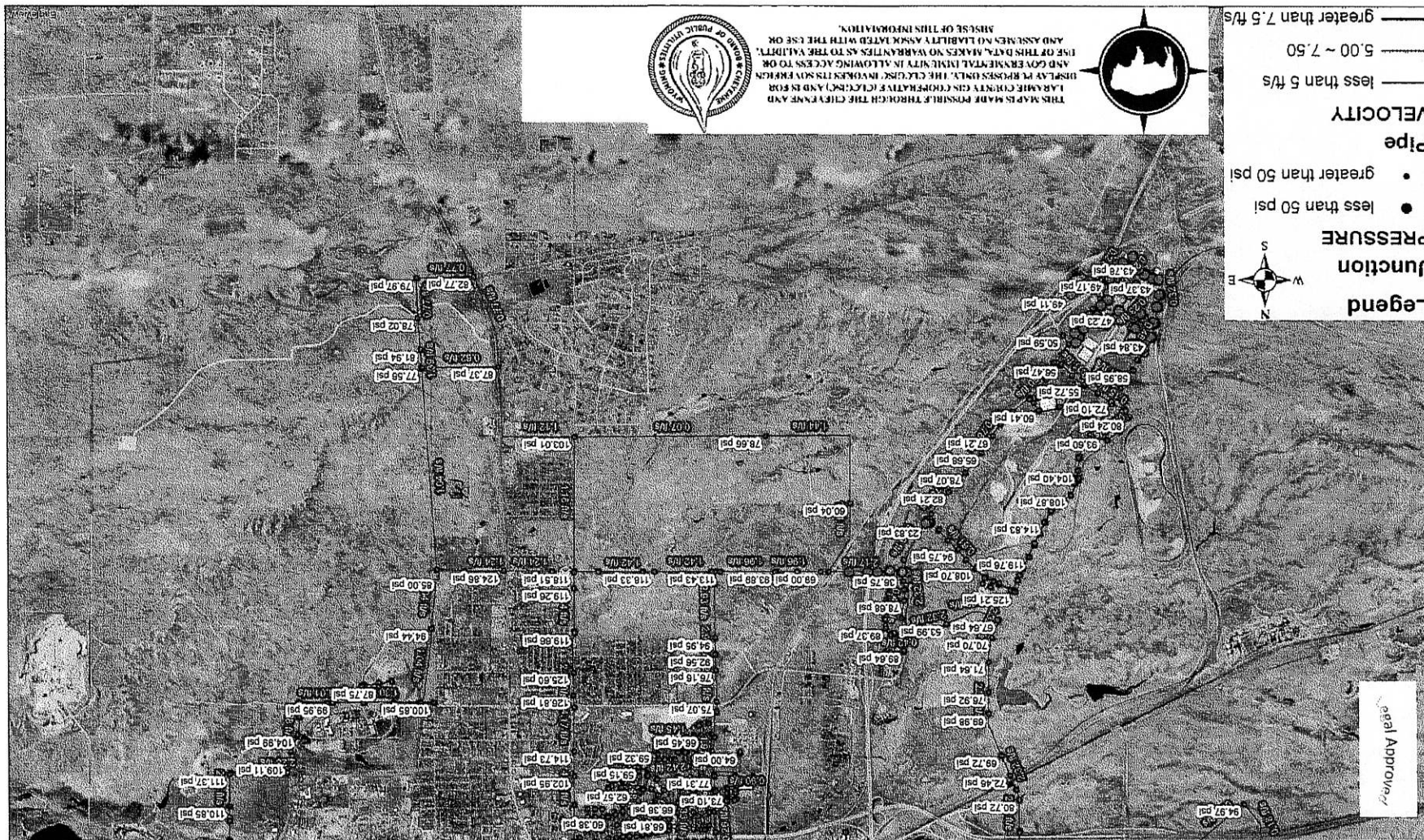


RECP #: 867063

RECORDED 11/20/2023 AT 10:44 AM BK# 2861 PG# 409
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 58 OF 90







RECP #: 867063
 RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 412
 Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 61 OF 90



Board of Public Utilities
Permit to Use City Fire Hydrant
For Water for Public Construction Within the City

Permit 1-4-23

Date:

Requests for a "Permit to Use City Fire Hydrant" must be received by the Board of Public Utilities (BOPU) not less than forty-eight (48) hours before the day needed.

The Contractor, _____ hereby agrees to all of the terms, conditions and provisions listed below and to pay all deposits and fees for services rendered:

Location: The Contractor requests and agrees:

1. To use the City Fire Hydrant located at _____ identified as BOPU hydrant No. _____ for the estimated period of time beginning _____ and ending _____
2. To use the Water from the City Fire Hydrant only at _____ for the project described as _____ which is located within the City limits.
3. To follow the Fire Hydrant Operational Instructions attached hereto as Page 4.
4. Attach a "Certificate of Insurance" verifying insurance coverage as required by BOPU, see Page 6.
5. That this Hydrant Permit applies to and is valid only at the location listed above. Use of any other City fire hydrant is strictly prohibited unless the Contractor has notified and received authorization from the BOPU Meter Maintenance Dept at 307-637-6471. Failure to comply with this provision will result in fine(s) pursuant to Resolution No. 2022-04, attached hereto.
6. That using water from the City Fire Hydrant for project located outside the city is strictly prohibited and a violation of the city's Plan for Wise Water Use (PLAN) and will result in fines pursuant to BOPU Resolution No. 2022-04. Applicant must complete a Temporary User Water Services Agreement and use the hydrant permit for use outside city limits.
7. Taking water from a Hydrant without a Permit, or without proper equipment or equipment that is not properly installed is illegal and will result in fines pursuant to BOPU Resolution No. 2022-04.

Deposit: The Contractor is responsible for paying the following deposits prior to this request becoming valid and active. No exceptions will be made to this requirement.

Equipment:	\$ 1,103.04*	For damages to and or loss of loaned equipment (i.e. spanner Wrench, hose, auxiliary valve w/adaptors and backflow preventer).
Meter:	\$ 1,416.17*	For damages to and or loss of water meter along with failure to report consumption.
Total	\$ 2,519.21*	*see resolution No.2022-04 attached

Fees, Rates and Consumption Reporting:

The Contractor agrees to pay a one time Handling Fee in the amount of \$44.98. This fee will be paid at the same time as and in addition to the above deposit.

The Contractor agrees to pay for water consumption and the hydrant meter rental every thirty (30) days, as billed by the BOPU at the following rates:

Hydrant meter rental: \$11.14 per day for as long as the hydrant meter has not been returned.

Water consumption: \$6.04 per 1,000 gallons or current rate per 1000 gallons.

A 2% City Assessment Fee will be added to all monthly BOPU bills.



At job completion and return of equipment, any remaining water consumption and daily meter rental will be deducted from the hydrant deposit. Any remaining deposit will be refunded to the Contractor.

The Contractor also agrees to the following special terms and conditions:

1. Retain the Hydrant Meter and Equipment for a period of not more than six (6) months. After six (6) months the meter and equipment will be exchanged by the BOPU to ensure accuracy.
2. Be responsible for securing the auxiliary valve to prevent unauthorized use of water from the hydrant by others. The Contractor accepts full responsibility of the use of the hydrant by others.
3. Notify the BOPU when the job is complete, and for returning all loaned equipment. Failure to comply with this requirement will result in forfeiture of deposits and possible actions to recover indebtedness due to the Board of Public Utilities.
4. Adhere to and comply with the provisions of Chapter 13.08.020, Chapter 13.08.030, and Chapter 13.08.040 of the Cheyenne City Code pertaining to the Water Service System, attached hereto.
5. Accept full responsibility for and to pay for any and all damages to the City fire hydrant and or City Water Distribution System caused by the Contractor use or operation of the fire hydrant.
6. Take necessary precaution to protect the meter and hydrant from freezing and vandalism.
7. Remove the auxiliary valve and meter whenever the fire hydrant is not in use (such as nights, weekends, holidays, and other days of non-routine use).
8. Be responsible for all damages that result from failure to remove the auxiliary valve and meter and thereby restrict the fire department's use of the hydrant.
9. Indemnify, hold harmless and defend the City of Cheyenne and the Board of Public Utilities, from and against any and all liabilities, claims or suits and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse affects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Contractor's breach of any term or provision of this permit; or (2) any negligent or willful act, errors or omissions by the Contractor, its employees or subcontractors in the performance or operation of the fire hydrant.

I, _____, a duly authorized representative of the Contractor and having authority to bind the Contractor agree to all the above conditions, provisions, fees and rates.

Contractor Signature, title

Date

Witness

Contractor Name:

Address:

City, State, Zip:

Phone Number:

Local Phone Number _____

Email address: _____



Legal Approved

BELOW: TO BE COMPLETED BY THE BOARD OF PUBLIC UTILITIES

This request has been received and duly approved by the Meter Maintenance Area of the BOPU. The BOPU agrees to allow the Contractor to use a City Fire Hydrant through a temporary connection under the terms and conditions described above for use within the City.

BOPU Signature

Date

Items issued to contractors for a hydrant permit: Hydrant Meter w/ Adapters, Spanner Wrench, 6' of 2 1/2" Hose, Auxiliary Valve w/ Adapters, and Backflow Preventer w/ Adapters.

Deposit Received: _____ M.R. No: _____

Meter Number: _____ On Reading: _____

Backflow Device S/N: _____

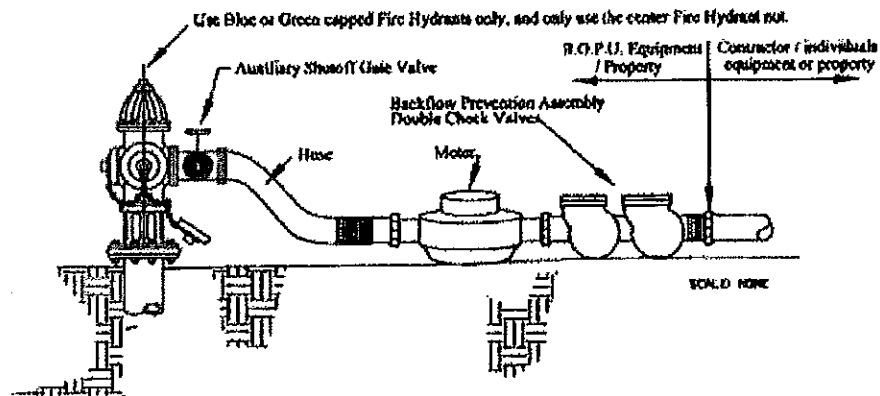
Date Equipment Returned: _____ Off Reading: _____



HYDRANT METER OPERATING INSTRUCTIONS

THE CONTRACTOR AGREES TO THE FOLLOWING OPERATING INSTRUCTIONS WHEN TAKING WATER FROM CITY OF CHEYENNE FIRE HYDRANTS:

1. CONTRACTOR MAY ONLY DRAW WATER FROM THE HYDRANT IDENTIFIED ON THE HYDRANT PERMIT. No Contractor shall operate a fire hydrant as a source of supply without first completing a request for and receiving a Hydrant Permit from the Board of Public Utilities.
2. The fire hydrant utilized will be set up with a supplied auxiliary (manual) shutoff gate valve to control the fire hydrant output. NEVER use the fire hydrant operating nut to throttle the output. During service operations, the fire hydrant operating nut should BE IN THE FULLY OPEN position and flow control maintained with the auxiliary valve.
3. The Contractor agrees to use only approved fire hydrant spanner wrenches to "open and close" the fire hydrant operating nut. DO NOT use a pipe or adjustable wrench.
4. "Open and Close" the fire hydrant slowly. "Slamming" or abrupt operation of a hydrant will result in extensive damage, extending into residential and commercial structures.
5. When connecting to the fire hydrant, Contractor must use a backflow Prevention Assembly owned and issued by BOPU.
6. All City fire hydrants are OPEN TO THE RIGHT. Be sure to operate correctly.
7. When the hydrant is not in use, (nights, weekends, holidays) all equipment must be removed and secured.
8. Failure to use the issued equipment and to properly operate the fire hydrant will result in immediate termination of the Hydrant Permit and retrieval of all issued equipment.





Fire Prevention Bureau
2101 O'Neill Ave. #304, Cheyenne WY 82001
307-637-6311



Fire Hydrant use Requirements

The contractor shall maintain hydrants clear of any piping, connections, storage, or debris that may obstruct or hinder fire operations. A 3' clear and unobstructed area shall be maintained around each hydrant. Except for the meter, hose, and backflow prevention assembly. IFC Sections 508.5.4 and 508.5.5 referenced below.

Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper, with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system, or other fire appliance required by this code except for the purpose of extinguishing fire, training purposes, recharging or making necessary repairs, or when approved by the fire code official. IFC Section 901.8 *Upon issuance of a permit to use City Fire Hydrant by BOPU this shall constitute approval of the Fire Code Official.*

The contractor shall shut down water extraction operations in the event of fire operations in the area, or as required by the fire code official.

The contractor shall ensure the employees have sufficient knowledge and training needed to properly extract water without damaging hydrants or supply piping.

The contractor shall provide a list of contact names and phone numbers to assist the Fire Department in contacting management or field operations in an emergency.

The contractor shall provide to each driver a (laminated) card with a list of emergency contact phone numbers for use by their drivers and field personnel. Phone numbers and contact information shall include: Dispatch (911), Cheyenne Fire and Rescue Operations Chief at 637-6311, BOPU Water Dispatch at 637-6471.

508.5.4 Obstruction. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. IFC 2006

508.5.5 Clear space around hydrants. A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. IFC 2006



HYDRANT PERMIT INSURANCE REQUIREMENTS: GENERAL CONDITIONS

1. The Contractor shall file a Certificate of Insurance with the Cheyenne Board of Public Utilities verifying each type of insurance coverage listed below.
2. The Certificate of Insurance shall be submitted to and approved by the Cheyenne Board of Public Utilities prior to commencement of performance under this bid and the subsequent contract.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 Per Occurrence
(Including Products and completed Operations)	\$2,000,000 Aggregate
* Explosion, Collapse, Underground	\$1,000,000 Per Occurrence
(XCU Endorsements) to the hazards of a	\$2,000,000 Aggregate
Specific project.	

* Please note that the Certificate of Liability Insurance must specifically state that either:

- Commercial General Liability Policy includes Explosion, Collapse, Underground (XCU) coverage.

OR

- Explosion, Collapse, Underground, (XCU) is not excluded from the Commercial General Liability policy coverage.

Business Automobile Liability	\$1,000,000 CSI.
Workers' Compensation	Statutory
Employer's Liability "Stop Gap"	\$500,000 Each Accident
(if afforded by voluntary	\$500,000 Each Disease Policy Limit
Workers' Compensation)	\$500,000 Disease/Each Employee

4. It is understood and agreed that these policies are primary and not contributory. All policies required under this contract shall be in effect for the duration of the project and contract. Insurance certificates must include a clause stating that the insurance may not be amended, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Cheyenne Board of Public Utilities.
5. The City of Cheyenne (City) and the Board of Public Utilities (BOPU) shall be named as an additional insured on the Contractor's insurance policies, except workers' compensation, and the Contractor shall provide a copy of the endorsement providing this coverage.
6. The BOPU has the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this contract shall have a minimum A.M. Best rating of A- (excellent).



7. The City and the BOPU has the right to review the certificates of any or all subcontractors used by the Contractor. Further, the BOPU has the right to require, as necessary, that the subcontractors' insurance coverage be equivalent to that required of the Contractor.
8. The City and / or the BOPU have the right to increase the required minimum limit of liability on any contract project as warranted by an increase in hazard. Examples of increased hazard include, but are not limited to:
 - a. handling of hazardous materials
 - b. activities involving large congregations of people
9. The City and / or the BOPU shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information, but the City / BOPU's failure to request or review such policies, endorsements, and certificates shall not affect the City / BOPU's rights or Contractor's obligation hereunder. Disclosure of relevant policy information would specifically involve, but is not limited to:
 - a. exclusions endorsed
 - b. deductibles
 - c. claims in progress which could significantly reduce the annual aggregate limit

INDEMNITY:

In entering into the Permit, the Contractor agrees to defend, hold harmless, and indemnify the City of Cheyenne, Wyoming and the Board of Public Utilities (BOPU), its officials, employees and authorized volunteers against any and all claims and costs, including attorney's fees, arising during or resulting from the Contractor's performance of the Permit, and shall carry insurance as set forth in these Permit documents. The Contractor acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City of Cheyenne and the BOPU. The City of Cheyenne and the BOPU do not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101, et seq. for any claim arising out of performance of this Permit.

It is expressly understood and agreed that although the City of Cheyenne and BOPU have the right under this Permit to observe and review the work and operations of the Contractor, this shall not relieve the Contractor from any of its covenants and obligations hereunder, and the Contractor shall be responsible for and hold the City of Cheyenne and the BOPU and their representatives harmless from all suits, actions or claims of any character due to injuries or damages sustained by any person or property in consequence of any neglect in performing the work, observing safety standards or regulations, or otherwise, or through the use of unsafe or unacceptable practices or materials in the performance of the work, or the Contractor's failure to comply with any law, ordinance or regulation.



Legal Approval

Approved as to
form only:

[Signature]
Date: 4/20/23

BOPU RESOLUTION NO. 2023-01

ENTITLED: "A RESOLUTION ADOPTING REVISED WATER RATES TO BE CHARGED
TO USERS OF THE CHEYENNE WATER SYSTEM."

WHEREAS, the Board of Public Utilities ("Board") is authorized by State Statute and City Code to fix rates, fees and penalties for water and sanitary sewer services furnished to customers and any revision thereof is subject to the local governing body's review, modification and approval;

WHEREAS, the rates shall secure an income sufficient for:

- (a) Pay interest charges and principal payments on all outstanding water loans and bonds as they are due;
- (b) Pay for the operation and maintenance of the water system, including salaries, wages and benefits, and the cost of all materials and supplies necessary for repairs, replacements and upgrades to the system;
- (c) Cover all miscellaneous expenses;
- (d) Cover all usual extensions and enlargements, together with a reasonable allowance for emergency and unforeseen expenses; and
- (e) Provide and maintain a depreciation fund for the water department;

WHEREAS, the Board has determined that an increase in the water rates is justified to ensure adequate revenue is generated in order to pay for costs associated with those services rendered;

WHEREAS, the Governing Body of the City of Cheyenne, pursuant to Ordinance 4447, adopted June 17, 2022, requires that prior to the beginning of each fiscal year, the Board will calculate new rates for Water and Sewer services based on the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance, and the Wyoming Cost of Living Index - Southeast Region and prepare new rate schedules for Water and Sewer services that shall be presented in the form of an ordinance to the Governing Body;

WHEREAS, the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance for the calendar year 2022 was 4.9% and the Wyoming Cost of Living Index - Southeast Region for the second quarter of 2022 was 10.5% and the Engineering News Record Construction Cost Index (ENR CCI) for calendar year 2022, was 7.2%;

WHEREAS, the 2020 Board of Public Utilities Water and Wastewater Rate Study recommends a cost of service adjustment for water rates for fiscal year 2024 in order to adequately fund operation & maintenance, capital equipment, infrastructure replacement and improvement, and debt service expenditures.

NOW, THEREFORE, BE IT RESOLVED that the Water rate schedule will transition to cost of service and be adjusted approximately 8.0%, effective January 1, 2024.

BE IT FURTHER RESOLVED that the following Water Rate Schedule is adopted by the Board, and that it be presented in the form of an ordinance to the Governing Body of the City of Cheyenne for approval, to become effective on consumption and bills issued on or after the dates indicated below on the water rate schedule:



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 422
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 71 OF 90

WATER RATE SCHEDULE

Effective with metered consumption after November 01, 2023 on bills issued on or after the date indicated:

Meter Size	January 1, 2024 Monthly Service Fee	January 1, 2023 Monthly Service Fee
3/8 In. & 1/4 In.	\$ 7.29	\$ 6.75
1 In.	9.28	8.59
1 1/4 In. & 1 1/2 In.	14.75	13.66
2 In.	18.37	17.01
3 In.	71.53	66.23
4 In.	85.17	78.86
6 In.	110.73	102.53
8 In.	144.76	134.04
10 In.	182.32	173.44
12 In.	248.54	230.13

Service Fee: The monthly service fee is charged in addition to the charge per 1,000 gallons. This service fee is based upon the size of the water meter. The monthly service fee for outside city users will be 1.5 times the above rates.

	January 1, 2024 Volume Rate Charge Per 1,000 Gallons	January 1, 2023 Volume Rate Charge Per 1,000 Gallons
Residential Structure (in-city)		
First Block First 5,000	\$ 5.20	\$ 4.90
Second Block Next 18,000	6.53	6.05
Third Block Next 18,000	8.12	7.52
All Over 42,000	10.11	9.36
Commercial/Industrial	\$ 6.05	\$ 5.60
South Cheyenne Water & Sewer District	6.07	5.62
P.H. WAFB	6.58	6.09
Large volume Commercial / Industrial	5.50	5.09
Irrigation - Treated Water	6.79	6.29
Irrigation - Raw Water including WAFB	3.23	2.99
Reclaimed Water	3.05	2.82
Recycled Water	3.05	2.82
Treated Water Fill Station	9.76	9.04
Hydrant Meter - Treated Water	6.52	6.04

* The volume rate charge for all outside city customers will be 1.5 times the above rates (except for the Treated Water Fill Station rate).

Residential Multifamily Structure with 8 or less units will be charged at the Residential Structure rate with the block volumes multiplied by the number of units. Residential Multifamily Structure with more than 8 units will be charged at the Commercial Structure rate.

Large Volume Industrial / Commercial User: Defined as a user whose treated water demand is equal to or exceeds 1 million gallons a day ("mgd") and whose demand upon the treated water system is constant on a day-to-day basis.

Raw water: Defined as surface water which is not treated by the Board's water treatment plants.

Reclaimed water: Defined as water released from the Board's water reclamation plants or water released from the water treatment plant that is not recycled.



Legal Approval

Recycled water: Defined as water released from the Board's water reclamation plant that has received tertiary treatment.

BE IT FURTHER RESOLVED that the following rates be charged for oil and mineral exploration and other related activities in Laramie County and other portions of Southeast Wyoming:

	January 1, 2024 Volume Rate Charge Per 1,000 Gallons	January 1, 2023 Volume Rate Charge Per 1,000 Gallons
Oil - Treated Water	\$ 22.00	\$ 20.37
Oil - Recycled Water	15.48	14.33
Oil - Raw Water	12.06	11.57
Oil - Reclaimed Water	8.63	7.99

BE IT FURTHER RESOLVED that the Board is authorized to negotiate contracts with water system users based upon the above rates and any revision of the above rates shall be subject to Governing Body review, modification, and approval.

BE IT FURTHER RESOLVED that the Board is authorized to negotiate contracts and rates with commercial and/or industrial users whose demand exceeds 500,000 gallons per day for the sale of raw water and/or reclaimed water. Said contracts and rates shall be subject to Governing Body approval.

BE IT FURTHER RESOLVED that the fees established by the Board be submitted to the Governing Body of the City of Cheyenne for approval and filing as provided by the Code of the City of Cheyenne, Wyoming.

ADOPTED this 24th day of April, 2023.

BOARD OF PUBLIC UTILITIES
BY:

Mary B. Guthrie
Mary Guthrie, President

(SEAL)

ATTEST:

Matthew Pope
Matthew Pope, Secretary



Legal Approval

Approved as to
form only:

[Signature]
Date: 12/20/23

BOPU RESOLUTION NO. 2023-05

ENTITLED: 'A RESOLUTION ADOPTING REVISED SEWER RATES TO BE CHARGED TO
USERS OF THE CHEYENNE SEWER SYSTEM.'

WHEREAS, the Board of Public Utilities ("Board") is authorized by State Statute and City Code to fix rates, fees and penalties for water and sanitary sewer services furnished to customers and any revision thereof is subject to the local governing body's review, modification and approval;

WHEREAS, the rates shall secure an income sufficient to:

- (a) Pay interest charges and principal payments on all outstanding sewer loans and bonds as they are due;
- (b) Pay for the operation and maintenance of the sewer system, including salaries, wages and benefits, and the cost of all materials and supplies necessary for repairs, replacements and upgrades to the system;
- (c) Cover all miscellaneous expenses;
- (d) Cover all usual extensions and enlargements, together with a reasonable allowance for emergency and unforeseen expenses; and
- (e) Provide and maintain a depreciation fund for the sewer department;

WHEREAS, the Board has determined that an increase in the sewer rates is justified to ensure adequate revenue is generated in order to pay for costs associated with those services;

WHEREAS, the Governing Body of the City of Cheyenne, pursuant to Ordinance 4447, adopted June 13, 2022, requires that prior to the beginning of each fiscal year, the Board will calculate new rates for Water and Sewer services based on the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance, and the Wyoming Cost of Living Index - Southeast Region and prepare new rate schedules for Water and Sewer services that shall be presented in the form of an ordinance to the Governing Body;

WHEREAS, user charges for contributors shall be based on requirements to adequately fund operation & maintenance, capital equipment, infrastructure replacement and improvement, and debt service expenditures;

WHEREAS, residential user charges for contributors connected to city sewer may be based on the user's average monthly water consumption as determined by water meter readings taken in January, February and March of each year or based on the actual metered water use each month;

WHEREAS, user charges for industrial and commercial contributors shall be based on water used each month. If an industrial or commercial contributor uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or meters or a water meter or meters installed and maintained at the contributor's expense, or any other method acceptable to the Board;

WHEREAS, the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance for the calendar year 2022 was 4.9% and the Wyoming Cost of Living Index - Southeast Region for the second quarter of 2022 was 10.5%; and the Engineering News Record Construction Cost Index (ENR CCI) for calendar year 2022, was 7.2%;



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 425
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 74 OF 90

WHEREAS, the 2020 Board of Public Utilities Water and Wastewater Rate Study recommends a cost of service adjustment to sewer rates, for fiscal year 2024, in order to adequately fund operation & maintenance, capital equipment, infrastructure replacement and improvement, and debt service expenditures;

NOW, THEREFORE, BE IT RESOLVED that the sewer rate schedule will transition to cost of service and be adjusted by approximately 10.0% overall effective January 1, 2024.

BE IT FURTHER RESOLVED that the following Sewer Rate Schedule is adopted by the Board, and that it be presented in the form of an ordinance to the Governing Body of the City of Cheyenne for approval, to become effective on consumption and bills issued on or after the dates noted below on the Sewer rate schedule:

SEWER RATE SCHEDULE

Effective with metered consumption after November 01, 2023 on bills issued on or after the date indicated:

Meter Size	January 1, 2024 Monthly Service Fee	January 1, 2023 Monthly Service Fee
3/8 In. & 1/4 In.	\$ 6.34	\$ 5.76
1/2 In.	7.36	6.69
3/4 In. & 1 1/2 In.	9.01	8.19
2 In.	12.72	11.56
3 In.	18.15	16.50
4 In.	25.53	23.21
6 In.	43.57	39.61
8 In.	65.35	59.41
10 In.	87.13	79.21
12 In.	108.94	99.04

Service Fee: The monthly service fee is charged in addition to the charge per 1,000 gallons. This service fee is based upon the size of the water or sewer meter. The monthly service fee for outside city users will be 1.5 times the above rates.

	January 1, 2024 Volume Rate Charge Per 1,000 Gallons	January 1, 2023 Volume Rate Charge Per 1,000 Gallons
Residential	\$ 6.24	\$ 5.67
Commercial	6.56	5.78
Industrial	6.40	5.82
South Cheyenne Water & Sewer District	6.07	5.52
F.E. WAFB	5.95	5.41
Large volume Commercial / Industrial	6.25	5.68

Residential Multifamily Structure with 8 or less units will be charged at the Residential Structure rate.
Residential Multifamily Structure with more than 8 units will be charged at the Commercial Structure rate.

BE IT FURTHER RESOLVED that whenever a commercial / industrial user's Biochemical Oxygen Demand concentration exceeds 350mg/l the sewage volume rate charge shall be increased by \$.65 per pound of waste and whenever the Total Suspended Solids concentration exceeds 700 mg/l the sewage volume rate charge shall be increased by \$.53 per pound of waste.



Legal Approval

BE IT FURTHER RESOLVED that outside city customers, unless specifically identified above, will be charged 1.5 times the above rates.

BE IT FURTHER RESOLVED that the Board is authorized to negotiate contracts with sewer system users based upon the above rates and any revision of the above rates shall be subject to Governing Body review, modification, and approval.

BE IT FURTHER RESOLVED that the fees established by the Board be submitted to the Governing Body of the City of Cheyenne for approval and filing as provided by the Code of the City of Cheyenne, Wyoming.

ADOPTED this 24th day of April, 2023.

BOARD OF PUBLIC UTILITIES

BY: Mary B. Gashie
Mary Gashie, President

(SRAL)

ATTEST:

BY: Matthew Pope
Matthew Pope, Secretary



Legal Approval

Approved as to
form only:

Date: 4/20/23

BOPU RESOLUTION NO. 2023-06

ENTITLED: 'A RESOLUTION APPROVING REVISED WATER AND SEWER CONNECTION FEES, SYSTEM DEVELOPMENT FEES, AND RELATED FEES SET BY THE BOARD OF PUBLIC UTILITIES.'

WHEREAS, the Board of Public Utilities ("Board") has exclusive authority to manage, operate, maintain and control the Cheyenne Municipal Waterworks, Sanitary Sewage System and Water Reclamation Facilities of the City and to make all rules and regulations necessary for the safe, economical and efficient operation and maintenance of the above facilities;

WHEREAS, the Board has determined that an increase in the fees is necessary to pay for costs associated with the new connectors' share of the water and sewer systems; water and sewer development; water and sewer debt service; over-sizing water and sewer mains; and for expansions to the water and sewer systems;

WHEREAS, the Board desires to set the fees to secure an income sufficient to:

- (a) Pay for costs associated with water and sewer installations;
- (b) Recover costs and reduce debt associated with water and sewer development and expansions to the City's water and sewer systems; and
- (c) Pay for costs associated with over-sizing water and sewer mains;

WHEREAS, the Governing Body of the City of Cheyenne, pursuant to Amending Ordinance 4447, adopted December 12, 2022, requires that prior to the beginning of each fiscal year, the Board will calculate new rates for Water and Sewer services based on the "Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance" and the "Wyoming Cost of Living Index - Southeast Region," and prepare new rate schedules for Water and Sewer services that shall be presented in the form of an ordinance to the Governing Body;

WHEREAS, the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance for the calendar year 2022 was 4.9% and the Wyoming Cost of Living Index - Southeast Region for the second quarter of 2022 was 10.5%;

WHEREAS, the 2020 Board of Public Utilities Water and Wastewater Rate Study recommends an adjustment of 5.0% for fiscal year 2024 to Connection Fees and simplified System Development Fees which includes a provision to adjust fees based upon changes to the "Engineering News-Record Construction Cost Index" (ENR CCI) which, for calendar year 2022, was 7.2%; and

NOW, THEREFORE, BE IT RESOLVED that the Water and Sewer Connection Fees, Related Fees rate schedule will be adjusted approximately 8.0% for Water and 10.0% for Sewer except as otherwise noted.

BE IT FURTHER RESOLVED that the following Schedule of Water and Sewer Connection Fees, System Development Fees, and Related Fees is adopted by the Board and that it shall be presented in the form of an ordinance to the Governing Body of the City of Cheyenne for approval, and upon approval will become effective on the dates indicated below:



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 428
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 77 OF 90

I. Water Connection Fee Based on the Following Water Meter Size-Connection Not Installed by BOPU:

Size	January 1, 2024	January 1, 2023
5/8" & 3/4"	\$ 331.00	\$ 308.70
1"	341.00	315.32
1 1/2"	354.00	327.44
2" and larger	366.00	338.47

II. Water Connection Fee Based upon the following Water Meter Size-Connection installed by BOPU:

Size	January 1, 2024	January 1, 2023
3"	\$ 3,775.00	\$ 3,495.00
4"	3,941.00	3,649.50
6"	4,597.00	4,256.00
8"	5,585.00	5,171.00
10"	7,407.00	6,858.00
12"	9,216.00	8,533.50

III. Water System Development Fee: All Customer Classes Based on Water Meter Size

Size	January 1, 2024	January 1, 2023
5/8"	\$ 6,847.00	\$ 6,340.00
3/4"	10,271.00	9,510.00
1"	17,118.00	15,850.00
1 1/4"	34,247.00	31,710.00
2"	54,786.00	50,730.00
3"	119,858.00	110,980.00
4"	205,484.00	193,260.00
6"	462,326.00	428,080.00

5/8" water connections are for small residential units with no irrigation or for drip irrigation system connections as approved by the Board. The peak flow rate for 5/8" connections shall not exceed 10 gallons per minute.

IV. Water System Development Fee - Large Commercial/Industrial Users:

Factor	Amount	January 1, 2024	January 1, 2023
	GPD	Multiplier	Multiplier
Base Demand =		\$ 16.40*	\$15.16*
Maximum Day Demand =		6.40**	5.95**
Peak Hour Demand =		0.22***	.20***

*Per gallon per day average day demand

**Per gallon per day Maximum day demand (excess of Base Demand)

***Per gallon per day Maximum hour demand (excess of Maximum Day Demand)

V. Sewer Connection Fee:

Water Meter Size

Size	January 1, 2024	January 1, 2023
All Sizes	\$ 155.00	\$ 141.00

The above fee is charged for each connection to the sewer system.



VI. Sewer System Development Fee-All Customer Classes Based on Water Meter Size

Size	January 1, 2024	January 1, 2023
3/8"	\$ 1,879.00	\$ 1,708.50
3/4"	2,805.00	2,530.00
1"	4,664.00	4,240.00
1 1/8"	9,359.00	8,490.00
2"	14,938.00	13,580.00
3"	32,681.00	29,710.00
4"	56,023.00	50,930.00
6"	126,038.00	114,530.00

VII. Sewer System Development Fee-For Large Commercial/Industrial Users

Factor	GPD or PPD	Amount	January 1, 2024	January 1, 2023
		Multiplier \$	Multiplier	Multiplier
Wastewater Volume *			\$ 6.10*	\$ 5.51*
Biochemical Oxygen Demand **			\$ 1,286.00**	\$ 1,169.00**
Total Suspended Solids =			\$ 1,286.00**	\$ 1,169.00**

* Per gallon per day average day flow

** Per pounds per day average day demand

BE IT FURTHER RESOLVED that:

- I. The applicant/contractor/developer shall comply with the following documents:
 - a. "Infrastructure Policy and Design Criteria" as amended from time to time, and
 - b. "City of Cheyenne & Board of Public Utilities Construction Specification Standard Drawings" as amended from time to time.
- II. The applicant/contractor/developer shall submit a Utility Layout Plan identifying the water and / or sanitary sewer connection(s), service line size(s), curb stop and meter pit locations from the Board main line to the property. The Utility Layout Plan shall clearly show the property location (lot, block, subdivision), street names and addresses if available.
- III. After approval of the Utility Layout Plan, the applicant/contractor/developer shall complete the connection permit application and pay all fees due prior to the issuance of a tap/connection permit ("PERMIT"), except for system development fees, which may be paid at either the time of issuance of a PERMIT or prior to the issuance of a building permit. The fees due shall be the amount of the fee in effect at the time payment is received.
- IV. Under no circumstance will the City of Cheyenne be allowed to issue a building permit prior to the payment of all fees due to the Board, including system development fees. The applicant for a city building permit will be required to furnish proof to the City that all required fees have been paid to the Board, including the system development fees.
- V. The applicant for the PERMIT shall remain liable to the Board for payment of all system development fees, without regard to subsequent assumption of payment responsibility by another party.
- VI. In no event shall water service be provided to the property before all fees, including system development fees, are paid in full.



VII. If no building permit is required, then the applicant/contractor/developer shall pay all fees, including system development fees, before the issuance of a PERMIT.

VIII. For All Connections to the Board Water and Sewer Systems, the applicant / contractor / developer shall be responsible for:

- a. Obtaining all necessary City Right of Way Permit(s), proper street cuts, excavation, trench boxes, OSHA approved safety setups, backfill, base course, compaction plus topsoil and concrete replacement and other construction costs. (Note: BOARD employees will not access areas that do not fully comply with OSHA approved safety standards. If complications arise during the tapping process and BOARD personnel are required to assist or re-inspect, the applicant will be billed for the additional expenses incurred.)
- b. If required, the installation of wiring for a remote readout meter.
- c. Notifying the BOARD prior to any type of irrigation. (The water tap fee does not include water for irrigation of lawns and/or landscaping.)
- d. Paying for any and all irrigation water.
- e. Paying a penalty as described in the Administrative Fees, Services Charges and Penalties Act set by the BOARD for failure to comply with any of the requirements contained in this Resolution.

IX. For Water Meter Size Connections 5/8" 3/4", 1", 1 1/4" and 2", the applicant / contractor / developer shall be responsible for:

- a. Providing all materials, labor and equipment necessary for the installation of the tap. Materials include, but are not limited to, the corporation, tapping saddle and if required the insulator coupling.
- b. The proper installation of all material. These items must be installed at the address and location and in the manner specified on the Utility Layout Plan and permit. If the corporation and coupling are not properly installed or not in accordance with permit designation, then the applicant/contractor/developer will be responsible for immediate removal and/or repair. (See most recent approved edition of City of Cheyenne & Board of Public Utilities Construction Specifications and Standard Drawings.)

X. For Water Meter Size Connections 1 1/2" and larger, the applicant / contractor / developer shall be responsible for:

- a. The installation of a manhole meter pit and/or vault, with ring and lid, pursuant to Board specifications.
- b. All excavation and back filling.

XI. Water and Sewer Connection Fees:

- a. The water meter size connection fee for 5/8", 3/4", 1", 1 1/4", and 2" water connections include administrative fees (inspection fee, account fee, construction water fee and installation of the meter (reading wireless interface)).
- b. The water meter size connection fee for water connections larger than 2 inch include the cost of material (tapping sleeve, tapping saddle, tapping valve, corporation stop, insulator coupling, valve box, valve box extension and adapter, one cubic yard concrete thrust block), labor and equipment to install the material, and the administrative fees (inspection fee, account fee, construction water fee and installation of the meter reading wireless interface).
- c. The sewer connection fee includes the engineering fee for inspection and the sewer account fee.



1934
1935

BY THE COURT:

1. All customer class connections to the wastewater effluent system and/or the recycle water system are assessed system development fees based upon the water system development fees. c. Water connections for five times and main line extensions are exempt from system development fees. d. Water connections for five times and main line extensions are exempt from system development fees. e. All customer class connections to the wastewater effluent system and/or the recycle water system are assessed system development fees based upon the water system development fees. f. Water connections for five times and main line extensions are exempt from system development fees. g. Water connections for five times and main line extensions are exempt from system development fees. h. Water connections for five times and main line extensions are exempt from system development fees. i. Water connections for five times and main line extensions are exempt from system development fees. j. Water connections for five times and main line extensions are exempt from system development fees. k. Water connections for five times and main line extensions are exempt from system development fees. l. Water connections for five times and main line extensions are exempt from system development fees. m. Water connections for five times and main line extensions are exempt from system development fees. n. Water connections for five times and main line extensions are exempt from system development fees. o. Water connections for five times and main line extensions are exempt from system development fees. p. Water connections for five times and main line extensions are exempt from system development fees. q. Water connections for five times and main line extensions are exempt from system development fees. r. Water connections for five times and main line extensions are exempt from system development fees. s. Water connections for five times and main line extensions are exempt from system development fees. t. Water connections for five times and main line extensions are exempt from system development fees. u. Water connections for five times and main line extensions are exempt from system development fees. v. Water connections for five times and main line extensions are exempt from system development fees. w. Water connections for five times and main line extensions are exempt from system development fees. x. Water connections for five times and main line extensions are exempt from system development fees. y. Water connections for five times and main line extensions are exempt from system development fees. z. Water connections for five times and main line extensions are exempt from system development fees.

Legal Approval

Legal Approved

Approved as to
form only:

CRH
Date: 4/20/23

BOPL RESOLUTION NO. 2023-07

ENTITLED: "A RESOLUTION APPROVING REVISED ADMINISTRATIVE FEES, SERVICE CHARGES AND PENALTIES SET BY THE BOARD OF PUBLIC UTILITIES."

WHEREAS, the Board of Public Utilities ("Board") is authorized by State Statute and City Code to fix rates, fees and penalties for water and sanitary sewer services furnished to customers;

WHEREAS, the Board has determined that an increase in the administrative fees, service charges and penalties is justified to ensure adequate revenue is generated in order to pay for costs associated with those water and sewer services rendered;

WHEREAS, pursuant to City Code Section 13.04.140, rates and charges for the consumption of city utility services, charges and fees for connection thereto, inspections, penalties, shutoff penalties and meter installations are established by the Board, approved by the Governing Body and filed with the City Clerk and business office of the Board;

WHEREAS, the Governing Body of the City of Cheyenne, pursuant to Ordinance 4447, adopted June 13, 2022, requires that prior to the beginning of each fiscal year, the Board will calculate new rates for Water and Sewer services based on the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance, and the Wyoming Cost of Living Index - Southeast Region and prepare new rate schedules for Water and Sewer services that shall be presented in the form of an ordinance to the Governing Body; and

WHEREAS, the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Water and Sewer Maintenance for the calendar year 2022 was 4.9% and the Wyoming Cost of Living Index, Southeast Region for the second quarter of 2022 was 10.5%; and the Engineering News Record Construction Cost Index (ENR CCI) for calendar year 2022, was 7.2%;

NOW, THEREFORE, BE IT RESOLVED that the administrative fees, service charges and penalties fee schedule will be adjusted based on review and rationale.

BE IT FURTHER RESOLVED that the following fee schedule for administrative fees, service charges and penalties is adopted by the Board and that it shall be submitted to the Governing Body of the City of Cheyenne for approval to become effective January 1, 2024.

Administrative Fees, Service Charges and Penalties

	Effective January 1, 2024	Effective January 1, 2023
Administration:	\$3.30	\$3.31
Late Payment Penalty (Charged accounts receiving a delinquency notice)		
Customer Deposit (new)	\$250.00	\$418.95
Water Service Disconnect and/or Reconnect Fees*:		
During Office Hours	\$58.00	\$77.60
After Office Hours	\$57.00	\$56.56
*(Fee to disconnect or reconnect water service for nonpayment or inability to obtain a meter reading)		



ISF Checks or Returned Checks	\$33.00	\$33.08
Violations of the Plan for Wise Water Use and/or Conservation Program		
Under Normal Water Schedule	\$0	\$0
1st Violation (Warning)	\$90.00	\$82.69
2nd Violation	\$180.00	\$165.38
3rd Violation	\$500.00	\$490.61
Subsequent Violations (each)		
Under Times of Water Restriction	\$0	\$0
1st Violation (Warning)	\$250.00	\$490.61
2nd Violation	\$500.00	\$826.68
3rd Violation	\$750.00	\$826.88
Subsequent Violations (each)		
Penalty for violation of City Codes	\$740.00	\$672.53
(13,040,110 Unlawful Use or 13,08,040 Unlawful Activities)		
Photocopies (B & W)	\$.40	\$.42
Photocopies (Color)	\$.50	\$.49
Fax Transmissions		
Inbound	\$1.80	\$1.81
Outbound	\$1.80	\$1.81
Production and/or Duplication of Electronic Records or Recordings	\$15.00/ hour	\$14.45/ hour
Special Project Research	\$22.00/hour	\$22.05/hour
Special Computer Runs/Lists	\$77.00	\$76.65
Engineering:		
Inspection Fee (per hour)	\$72.00	\$69.46
Inspection Fee (per hour) - Overtime	\$108.00	\$105.84
Construction Water	\$45.00	\$45.20
Penalty for connection to System Without Permit	\$740.00	\$672.53
Penalty for Irrigating without a meter	\$300.00	\$672.53
Penalty for removing a meter w/o permission	\$740.00	\$672.53
Common User Service Application Fee	\$150.00	\$147.74
Outside User Agreement Application Fee	\$350.00	\$368.24
Temporary Outside User Agreement Application Fee	\$100.00	\$181.91
Utility Plan Review Fee (per plan & profile)	\$82.00	\$81.59
Bid Documents/Specifications	\$50.00	\$46.31
Bid-Plans/Drawings	\$50.00	\$46.31
Connection replot or transfer Administration Fee	\$100.00	\$100.00
Oil & Mineral Exploration and other related activities Deposit- Customer only required to pay Construction Fire Hydrant Equipment Deposit effective January 1, 2024	\$0.00	\$13,505.63
Operations and Maintenance:		
Meter Installation/Removal Fee	\$65.00	\$64.50
Meter Installation/Removal Fee - Overtime	\$98.00	\$96.58
Meter Inspection/Testing Fee	\$37.00	\$37.04
Jet Truck Assistance to Contractors/Plumbers	\$300.00/hour	\$299.88/hour
Camera Van Assistance to Contractors/Plumbers	\$300.00/hour	\$299.88/hour



Dump Truck (10 cubic yard) Assistance to Contractors/Plumbers	\$56.00/hour	\$56.23/hour
Utility Truck (1 ton 4 X 4) Assistance to Contractors/Plumbers	\$25.00/hour	\$25.36/hour
Wheel Backhoe Assistance to Contractors/Plumbers	\$53.00/hour	\$52.92/hour
Sewer Blockage/Backup Fee	Actual Cost	Actual Cost
Water Distribution Damage Repair Fee	Actual Cost	Actual Cost
Damaged Meter - Frozen/Vandalized- 3/4"	Actual Cost	Actual Cost
Damaged Meter - Frozen/Vandalized- 1"	\$63.00	\$62.84
Repair Frozen Meter Calls	\$63.00	\$62.84
Jumpier Installation/Removal Fee		
Construction Fire Hydrant Equipment Deposit *		
* (Damage to a Fire hydrant, water main or meter or backflow device and equipment and / or failure to report water consumption will result in forfeiture of all or part of the above deposits)	\$2,770.00	\$2,519.21
Construction Meter Damage Deposit- Included with Construction Fire Hydrant Equipment Deposit effective January 1, 2024	\$0.00	\$1,416.17
Backflow Device and Equip Damage Deposit - Included with Construction Fire Hydrant Equipment Deposit effective January 1, 2024	\$0.00	\$1,102.50
Spanner Wrench	Actual Cost	Actual Cost
Hydrant Meter- Included with Hydrant Meter Utilized	Actual Cost	\$0.00
Measuring Element Repair (UMR) prior to January 1, 2024	Actual Cost	\$661.50
Hydrant Meter Utilized Measuring Element Repair (UMR)	Actual Cost	Actual Cost
Fire Hose (2 1/2 X 6)	Actual Cost	Actual Cost
1" Auxiliary Valves & Adapters	Actual Cost	Actual Cost
2" Back Flow Device & Adapters	Actual Cost	Actual Cost
2" Back Flow Device Check Valve Repair Kit	Actual Cost	Actual Cost
Permit and Handling Fee	\$45.00	\$44.98
Meter Rental Per Day	\$11.00	\$11.14
Water Consumption (per thousand gallons)	\$6.52	\$6.04
Penalty for improper use of hydrant and/or meter assembly	\$300.00	\$661.50
Penalty for taking water from Hydrant w/o Hydrant Meter/Backflow or proper Hydrant Permit	\$140.00	\$661.50
Purchase of old Hydrants - (unserviceable)- Hydrants will be taken for salvage after 12/31/2023	\$0.00	\$11.03
Water Reclamation:		
Inspection Fee - Per Hour	\$72.00	\$72.22
Inspection Fee - Per Hour- Overtime	\$108.00	\$108.32
Testing/Laboratory Fee	Actual Cost	Actual Cost
Industrial Pretreatment Program (IPP) Application	\$400.00	\$299.88
Industrial Pretreatment Program (IPP) Renewal Fee	\$200.00	\$115.76
Water Treatment:		
Testing/Laboratory Fee	Actual Cost	Actual Cost



Legal Approval

The fee schedule for administrative fees, service charges and penalties will be 1.5 times the above amounts for outside-city customers.

BE IT FURTHER RESOLVED that the Board is authorized to negotiate contracts with water and sewer system users based upon the above rates and any revision of the above rates shall be subject to Governing Body review, modification, and approval.

BE IT FURTHER RESOLVED that the foregoing fee schedule for administrative fees, service charges and penalties established by the Board shall be submitted to the Governing Body for approval and filing as provided by Code of the City of Cheyenne.

ADOPTED this 24th day of April, 2023.

BOARD OF PUBLIC UTILITIES

By: Mary Guthrie
Mary Guthrie, President

Attest:

By:

Matthew Pope
Matthew Pope, Secretary



RECP #: 867063

RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 436
Debra K Lee, CLERK OF LARAMIE COUNTY, WY PAGE 85 OF 90

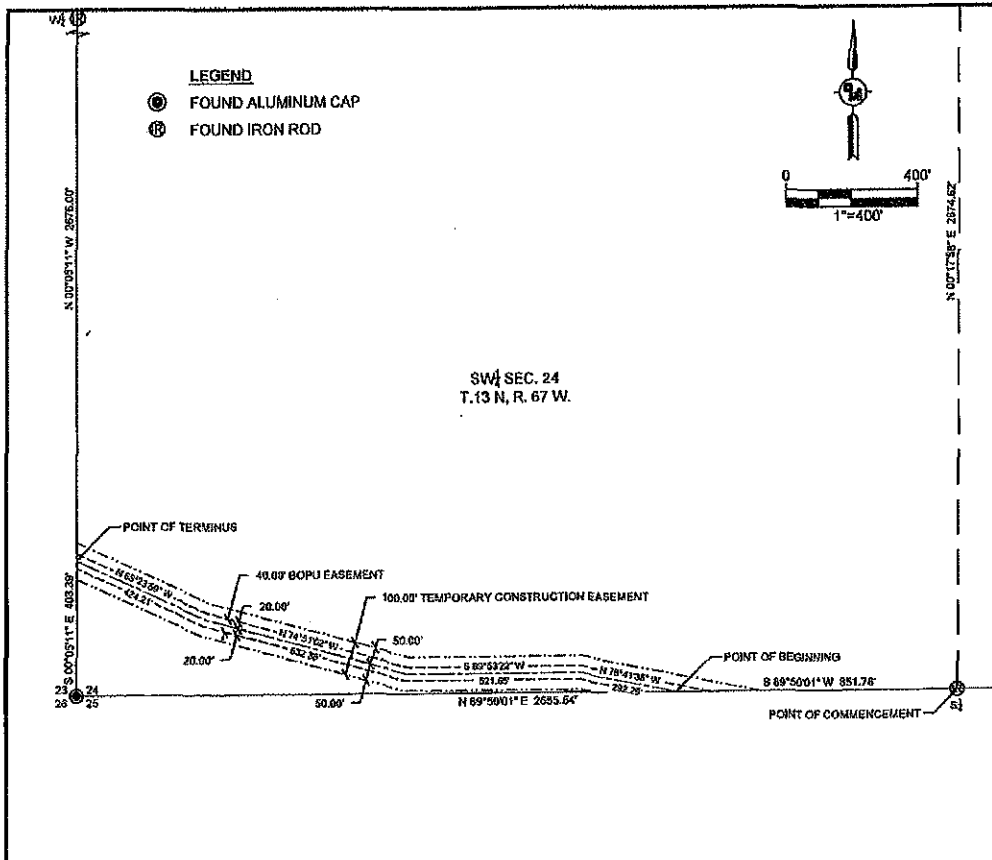
Legal Approval

EXHIBIT H
ON-SITE SEWER EASEMENT DEDICATIONS



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 437
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 86 OF 90

Real Approval



LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION OF A 40 FOOT WIDE PERMANENT BOPU EASEMENT AND 100 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24 TOWNSHIP 13 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY WYOMING, THE PERMANENT EASEMENT LYING 20 FEET TO THE RIGHT AND TO THE LEFT AND THE CONSTRUCTION EASEMENT LYING 50 FEET TO THE RIGHT AND TO THE LEFT OF THE FOLLOWING DESCRIBED ALIGNMENT:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 24 S89°50'01"W A DISTANCE OF 851.78 FEET TO THE POINT OF BEGINNING; THENCE N78°41'38"W A DISTANCE OF 292.29 FEET; THENCE S89°53'22"W A DISTANCE OF 521.85 FEET; THENCE N74°51'02"W A DISTANCE OF 632.33 FEET; THENCE N65°23'50"W A DISTANCE OF 424.21 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF TERMINUS. FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 24 BEARS S00°05'11"E A DISTANCE OF 403.39 FEET;

THE SIDELINES OF THE PERMANENT AND TEMPORARY EASEMENT SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE SOUTH LINE AND WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24.

SAID BOPU EASEMENT CONTAINS 1.72 ACRES MORE OR LESS.

SAID CONSTRUCTION EASEMENT CONTAINS 2.57 ACRES MORE OR LESS

BEARINGS AND DISTANCES ARE BASED ON THE WYOMING EAST STATE PLANE COORDINATE SYSTEM (FIPZONE 4901) NAD 83. LABELED DATA (CURVE DATA, BEARINGS, DISTANCES) ARE GROUND BASED, TO OBTAIN GRID DISTANCES MULTIPLY DATA BY A PROJECT SCALE FACTOR OF 0.999657644.

CHECKED BY:	DATE PLOTTED: Nov 01, 2023
JOB NO. 4789	DRAWN BY: CRJ
	42 YEARS
INVESTIGATE - PLANING - SURVEYING	

EXHIBIT 'A'
40' BOPU EASEMENT
 LOCATED IN A PORTION OF THE SOUTHWEST
 ONE-QUARTER SECTION 24, TOWNSHIP 13 NORTH,
 RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CHEYENNE, LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1

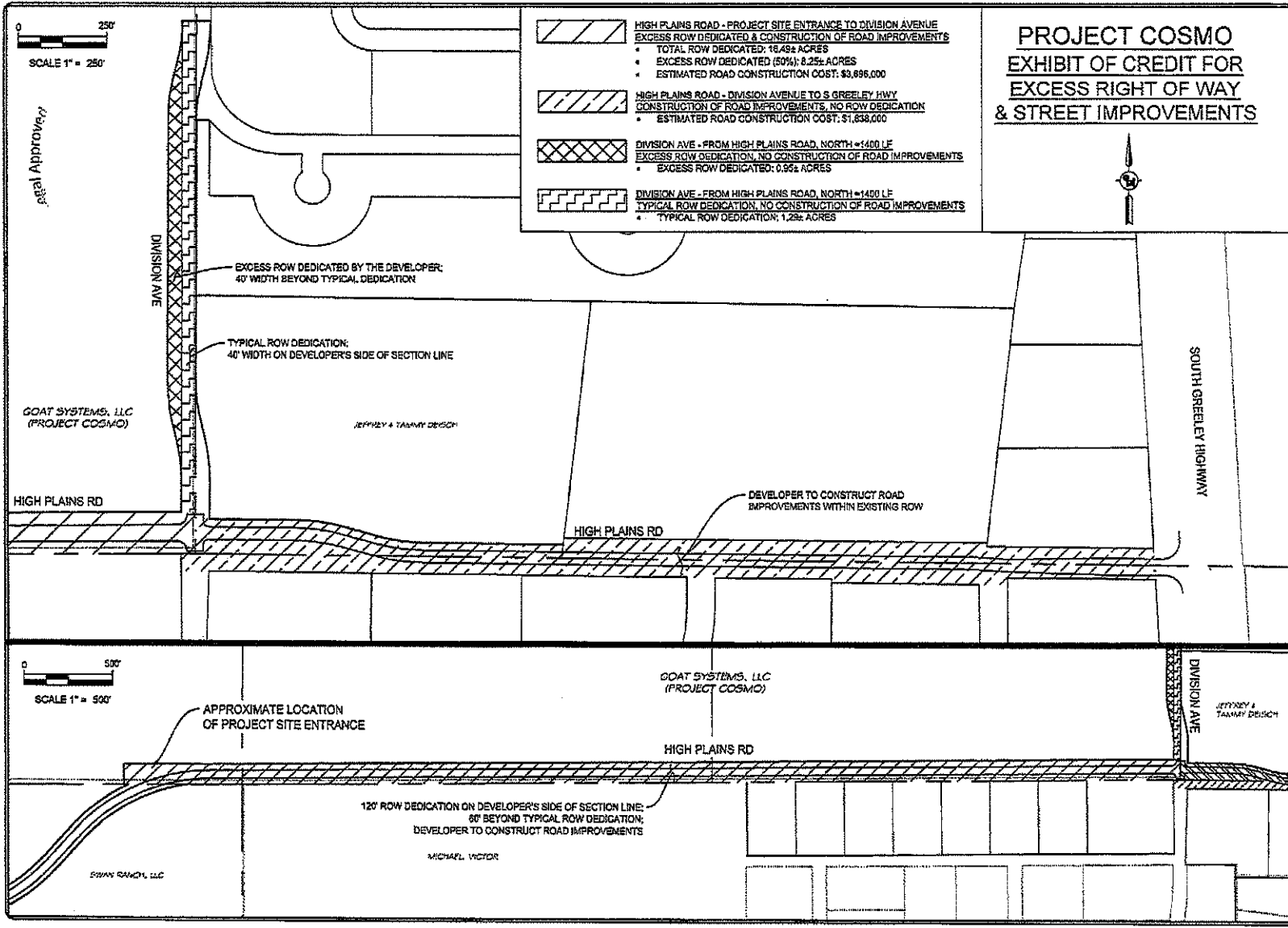
REC# #: 867063
 RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 438
 Debra K. Lee, CLERK OF LARAMIE COUNTY WY PAGE 87 OF 88

Legal Approver

EXHIBIT I
"EXCESS RIGHT OF WAY" AREAS



RECP #: 867063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 439
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 88 OF 90



DATE	
REVISION	
PREPARED FOR	PROJECT COSMO
PROJECT	STREET CONSTRUCTION FEE IN LIEU COST ESTIMATE EXHIBIT
PREPARED BY	BARGE DESIGN SOLUTIONS, INC. 520 W SUMMIT HILL DR, SUITE 1202 KNOXVILLE, TN 37902
DATE PLOTTED:	Oct 21, 2023
DRAWN BY:	TR
CHECKED BY:	
JOB NO.	4679
DWG NO.	1 OF 1

FILED FOR RECORD AT THE CLERK OF THE COUNTY OF KNOX, TENNESSEE, OCTOBER 21, 2023.

EXHIBIT J

COST SHARING FORM

NOTICE OF POTENTIAL INFRASTRUCTURE REIMBURSEMENT

Type of Infrastructure:

Notice is hereby given that the land described below is subject to payment of its proportional share of installed infrastructure improvements as described in Section 1.16 of the City of Cheyenne Municipal Code. This reimbursement is for sewer infrastructure and affects lands shown in Exhibit A, which is attached hereto and incorporated herein.

County Assessor's Legal Description of Subject property:

[INSERT LEGAL DESCRIPTION]

County Assessor's Property ID Number:

[INSERT PROPERTY ID NUMBER]

Property Number: [INSERT REFERENCE NUMBER]

If future development actions as defined in the City of Cheyenne ordinance occur on this property, the property owner shall be required to pay their proportionate share at the time of development as provided under the City of Cheyenne ordinance. Questions may be referred to the City Planning and Development Department.

Dated this _____ day of _____, 2023.

_____, Planning and Development Director

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing document was acknowledged before me by

this _____ day of _____, 2023.

Notary Public: _____

My commission expires: _____

21670104_v33



RECP #: 86 063
RECORDED 12/20/2023 AT 10:44 AM BK# 2861 PG# 441
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 90 OF 90