



A COMMUNITY OF CHOICE

## Planning and Development Department

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### MEMO

To: Honorable Mayor Patrick Collins and Members of the City Council  
From: Charles Bloom, AICP, Planning and Development Department  
Subject: Memorandum of Understanding between the City of Cheyenne and the Laramie County Commissioners to allow the County to continue to review and inspection of active development applications and permits in areas annexed by the City.  
Date: December 3, 2024

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#### Background:

The item for consideration is a memorandum of understanding (MOU) that would allow the County to continue reviewing and inspecting active development applications and permits in areas annexed by the City.

The proposed Governing Body review schedule is as follows:

- Public Services Committee December 3, 2024 (Introduced)
- Final consideration: December 9, 2024

Some properties undergoing annexation may have active development applications and permits that were initiated and approved under the County's established rules and regulations.

For example, Item 7 on today's agenda, which involves the annexation of North Range Business Park, includes active building permits within the annexed area. In such cases, fees for these applications and permits have already been paid to the County. Therefore, it is proper for the County to retain responsibility for completing the associated reviews and inspections for these projects. Staff (Planning and Development and Building) have discussed this in detail with the County Planning and Development Department and they agree this is proper.

Any new development applications or permits submitted after the annexation becomes effective will be governed by the City's ordinances and must be filed with the City moving forward. The MOU runs until June 30, 2024, covering permits for City- and owner-initiated annexations. The County Commissioners will also need to approve this MOU.

#### Attachments:

1. Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is by and between the City of Cheyenne, Wyoming, a Wyoming municipal corporation under Wyo. Stat. § 15-1-102 and a first-class city under Wyo. Stat. § 15-3-101, located at 2101 O’Neil Avenue, Cheyenne, Wyoming 82001, and the Board of Commissioners of the County of Laramie, Wyoming, is a body corporate and political subdivision of the State of Wyoming, located at 309 W. 20th Street, Cheyenne, Wyoming 82001. The City and County are collectively referred to as “Party” or “Parties.” This MOU shall become effective upon the date of the last signature affixed hereto.

WHEREAS, the City and County recognize that unincorporated lands of the County may be annexed pursuant to Wyo. Stat. § 15-1-401 *et seq.*;

WHEREAS, the City recognizes that some properties annexed may have active development applications and permits in accordance with the County’s rules and regulations;

WHEREAS, the City and County recognize that fees have been paid to the County for development applications and permits and it is appropriate for the County to complete any reviews and necessary inspections in areas annexed by the City; and,

WHEREAS, the City and County recognize that new development applications and permits occurring after the effective date of annexation shall be filed with the City in accordance with City ordinance.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement.
2. Purpose. The purpose of this MOU is to allow the County to continue to review and inspection of active development applications and permits in areas annexed by the City.
3. Term. This MOU shall commence on the last date executed by the duly

authorized representatives of the Parties to this MOU and shall remain in full force and effect until June 30, 2034.

4. Payments. Neither Party shall have any obligation to make any payment of any kind to the other Party under this MOU.

5. Responsibilities of City. City shall:

a. Allow the County to review and carry out inspections for County development applications and permits issued prior to annexation; and,

b. Notify property owners and developers in areas to be annexed that the County will continue to oversee review and necessary inspections of active development applications and permits.

6. Responsibilities of the County. The County shall:

a. Continue to review and carry out inspections for County development applications and permits issued prior to annexation;

b. Ensure review and inspections are conducted in compliance with applicable County regulations and building codes enforced by the County prior to annexation; and,

c. Maintain accurate records of development applications and permits in annexed areas and provide such records to the City upon request.

7. Responsibilities of the Parties. The Parties shall:

a. The County will cease review and necessary inspections of development applications and permits within annexed areas once all County development applications permits have been closed out, or upon mutual agreement between the City and the County staff;

b. New development applications and permits occurring after the effective

date of annexation shall be filed with the City in accordance with City ordinance; and,

c. Both Parties agree to communicate regularly to ensure seamless coordination of services.

8. General Provisions.

a. **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b. **Third Parties.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU and shall ensure solely to the benefit of the parties to this MOU.

c. **Applicable Law and Venue.** The Parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between Parties from or concerning this MOU or the subject matter hereof, any suit or proceeding law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting in Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement in executing this MOU. This provision is not intended, nor shall it be construed to waive the City of Cheyenne and Laramie County's governmental immunity as provided in this MOU.

d. **Entirety of MOU.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

e. **Invalidity.** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if any Party is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the Parties that the provisions of this MOU are fully servable.

f. **Discrimination.** All Parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

g. **ADA Compliance.** All Parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C § 12101, *et seq.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

h. **Governmental/Sovereign Immunity.** The City of Cheyenne and Laramie County do not waive their governmental immunity by entering this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

i. **Indemnification.** Each Party to this MOU hereby acknowledges and agrees that it shall be responsible for its own acts arising out of this MOU. No Party agrees to defend or indemnify another Party.

j. **Force Majeure.** No Party shall be liable to perform under this MOU if such failure arises out of causes beyond control, and without the fault or the negligence

of said Party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargos, and unusually severe weather. In any case, however, a failure to perform must be beyond the control and without the fault or the negligence of said Party.

k. **Payment.** No payment shall be made to any Party by any other Party at a result of this MOU.

l. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. Signatures. In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU 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 MOU.

*This space intentionally left blank*

CITY OF CHEYENNE, WYOMING

City of Cheyenne

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Patrick Collins, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Kristina F. Jones, City Clerk

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

Date \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_  
Laramie County Attorney's Office

Date \_\_\_\_\_