

Contract No. _____

**CONTRACT MODIFICATION BETWEEN
THE CITY OF CHEYENNE AND CHARLES E. BALES**

This Amendment to City Contract #3920 is made and entered into by and between the City of Cheyenne, a municipality organized and existing under the laws of the State of Wyoming, whose address is 2101 O’Neil Avenue, Cheyenne, Wyoming 82001 (“City”), and Charles E. Bales, whose address is 3618 Charles Street, Cheyenne, Wyoming 82009 (“Bales”).

RECITALS

WHEREAS, the City and owner entered into a City Contract #3920 (Contract) on May 8, 2000, regarding deferral of improvements required at time of annexation for the purposes of connecting to the City sewer system;

WHEREAS, the Contract was based upon City municipal code requirements at the time of annexation;

WHEREAS, on August 22, 2022, the governing body approved Ordinance No. 4456 amending Chapter 1.16 of municipal code to not require infrastructure improvements at time of annexation or connection to City water or sewer service;

WHEREAS, the city does require infrastructure improvements at time of development actions as described by the current code;

WHEREAS, the improvements in the Contract would not be required for an identical situation if initiated under present ordinance; and

WHEREAS, the City has annexed the property in accordance with Section I, City’s Obligations, of the Contract.

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the parties agree to modification of the Contract as follows:

1. That Section 1, City’s Obligations is modified to no longer require the promise that Bales will perform the improvements within thirty (30) days of notice by the City Engineer or sale of the property;
2. That the City considers the obligations of the owner or his successors in interest at time of annexation met. The improvements as described in the recitals and Section II, Bales’ Obligations, of the Contract shall no longer be required in association with annexation; and
3. That public improvements shall be installed in accordance with public improvement requirements at the time a development action occurs on the subject lands in

accordance with current development ordinances in effect at the time of such development action.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

Dated this _____ day of _____, 2024.

City of Cheyenne

Date

By: _____
Patrick Collins, Mayor

(SEAL)
Attest:

Kristina F. Jones, City Clerk

Charles E. Bales

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Charles E. Bales this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission expires: