

DISTRICT GRANT LOCAL SHARE RECAPTURE AGREEMENT

Agreement made and entered into this _____ day of _____, 2014 by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY, of 201 East Fifth Street, Gillette, Wyoming, and the Southern Industrial Improvement and Service District, hereinafter the DISTRICT. The DISTRICT and CITY may be referred to collectively herein as the PARTIES.

WHEREAS the DISTRICT is composed of portions of the Robertson Industrial Park, the Mohan Subdivision, the Oilfield Subdivision and the Sharon Subdivision as well as certain unsubdivided tracts of land in Campbell County South of CITY; and

WHEREAS, the County received a grant from the Wyoming Business Council to fund the construction of water and sewer mains in compliance with all CITY design and construction standards, to connect the members of the DISTRICT to CITY water and sewer mains, hereinafter the DISTRICT PROJECT; and,

WHEREAS the Wyoming Business Council grant to partially fund the construction of the DISTRICT PROJECT, required the DISTRICT to pay 10% of the project cost, hereinafter the LOCAL CONTRIBUTION. The DISTRICT has financed the construction of water and sewer mains in compliance with all CITY design and construction standards, to connect the members of the DISTRICT to CITY water and sewer mains, hereinafter the DISTRICT PROJECT,; and,

WHEREAS, the County has conveyed the DISTRICT PROJECT to the CITY and the members of the DISTRICT receiving water and sewer service have become CITY utility customers; and

WHEREAS the DISTRICT PROJECT was designed to serve more customers than the total members of the DISTRICT.

WHEREAS the CITY and the DISTRICT have come to an agreement whereby the CITY will charge an additional connection fee to others who did not help fund the LOCAL CONTRIBUTION and pay the amounts so collected to the DISTRICT; and,

WHEREAS the PARTIES intend this agreement to formalize and fully set forth their understanding and agreement concerning their respective duties and obligations.

The PARTIES agree as follows:

1. The DISTRICT PROJECT was partially funded by a grant from the Wyoming Business Council. The LOCAL CONTRIBUTION was approximately 10% of the DISTRICT PROJECT cost, which totaled \$5,333 for water and \$4,085 for sewer from each parcel of land that originally participated in the project.
2. The DISTRICT provided the LOCAL CONTRIBUTION. The project service area, the names of the contributing property owners and the legal descriptions of their property within the DISTRICT are contained on Exhibit A to this agreement, which is attached. The total number of properties/lots, which can be served by the DISTRICT PROJECT for water is 45 and the total number of properties which could receive sewer service is 29. The LOCAL CONTRIBUTION was paid equally by each property in the amount of \$5,333 for water and \$4,085 for sewer from each parcel of land that originally participated in the project, hereinafter the PRO-RATA SHARE.
3. The legal descriptions of the property that could be served by the DISTRICT PROJECT for water or sewer or both are contained on Exhibit B to this agreement, which is attached.

4. In consideration of the construction of the DISTRICT PROJECT and the payment of the LOCAL CONTRIBUTION by the DISTRICT and the conveyance of the completed water and sewer mains to the CITY, the CITY agrees to furnish municipal water and municipal sewer service at the rates established by CITY ordinances in effect at the time service is rendered, which rates may be changed by CITY ordinance at any time and from time to time. The CITY also agrees to charge an additional fee equal to the PRO-RATA SHARE for water and the PRO-RATA SHARE for sewer, to the properties listed on Exhibit B when and if they connect to the DISTRICT PROJECT. If a connection is made for just municipal water or sewer, but not both then the property listed on Exhibit B shall pay the PRO-RATA SHARE for the service, (water and/or sewer) that it receives. The CITY will forward the collected PRO-RATA SHARES it receives to the DISTRICT. The CITY shall have no obligation to reimburse the DISTRICT except from PRO-RATA SHARES it receives from properties listed on Exhibit B which connect to the DISTRICT PROJECT and shall have no obligation to reimburse the DISTRICT should it be prevented by a Court of competent jurisdiction from charging those connection fees.

5. This agreement shall take effect upon the approval and final execution of the agreement by all the parties hereto. The terms of this agreement shall bind the parties hereto and their successors and assigns. This agreement shall not be assigned in whole or in part without the prior written approval of both Parties. Any assignment without the prior written approval of both Parties is void.

6. This agreement shall be governed by the law of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming shall have venue and jurisdiction exclusively for any action in law or equity, which may be instituted to enforce the terms of this agreement.

Dated this ____ day of _____, 2014.

John Opseth, Mayor

Karlene Abelseth, City Clerk

[illegible]

Witness my hand and official seal.

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by John Opseth, Mayor of the City of Gillette, and Karlene Abelseth, City Clerk of the City of Gillette, this _____ day of _____ 2014.

Witness my hand and official seal.

My Commission Expires: Notary Public