

**AMENDMENT ONE TO PROJECT AGREEMENT  
GILLETTE REGIONAL EXTENSIONS 2017 PROJECT**

**1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION], whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR], whose address is: CITY OF GILLETTE, P.O. Box 3003, Gillette, WY 82717.

**2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2018 and 2019 Wyo. Sess. Laws, modifying the PROJECT description, increase the amount of grant, change the conditions for commencing construction, and provide for an appropriation.

The original Project Agreement, dated August 3, 2017, was to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design of transmission pipelines.

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto [Effective Date], and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

**4. Amendments.**

A. **PROJECT Description.** The PROJECT description as set forth in the second and third sentences of Section 2 of the original Project Agreement is hereby amended to read as follows:

The PROJECT consists of the following components:

- (a) Design and construction of pipelines; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications when prepared by an engineering or consulting firm selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

B. **PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

4.A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(i), to the COMMISSION, a sum not to exceed TWO MILLION SEVEN HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$2,753,700.00) which will be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

(1) A grant to the SPONSOR of not more than THREE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$361,800.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed, followed by:

(2) A grant to the SPONSOR of not more than TWO MILLION THREE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED DOLLARS

(\$2,391,900.00) or sixty-seven percent (67%) of the additional funds needed to complete the PROJECT, whichever is less.

C. Engineering Contract Changes. The list of conditions as described in Section 4.E. of the original Project Agreement is hereby amended to read as follows:

4.E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
- (2) Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and project award.
- (3) Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%) and ninety percent (90%) levels of completion of the PROJECT plans.
- (4) Comply with all applicable State statutes regarding contractor retainage accounts.
- (5) Cause the SPONSOR'S ENGINEER to provide to the COMMISSION a summary of bids received.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
- (7) Provide to the COMMISSION for review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said examination shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
- (8) Prior to incurring any cost increases to the PROJECT, the SPONSOR shall submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer's or contractor's contract.

D. Special Provisions. This Amendment creates new Sections 4.U., 4.V., 4.W., 4.X., 4.Y., 4.Z. and 4.A.A. in the Project Agreement which reads as follows:

4.U. A total of five (5) municipal use, include stock use, taps will be provided from the existing eight (8) inch and twelve (12) inch diameter treated water pipelines located generally in the vicinity of the City of Gillette's Madison Well Field in Crook County on a first come, first served basis.

4.V. Any additional or existing taps in Crook County located on the eight (8) and twelve (12) inch diameter treated water pipelines shall be used solely for rural domestic use.

4.W. Existing water service agreements in Crook County shall remain in full force and effect.

4.X. Any new water service agreement entered into under this subparagraph shall be similar in form to existing individual and wholesale water

service agreements previously executed prior to 2018 in Crook and Campbell counties.

4.Y. The water rates, connection charges and fees associated with the taps provided under this subparagraph shall be identical to similar rates, charges and fees assessed to city of Gillette water customers, in accordance with city ordinances.

4.Z. Any additional or future water districts formed in the immediate vicinity of the City of Gillette's Madison Well Field shall be able to connect to the eight (8) and twelve (12) inch diameter treated water pipelines. The water districts shall be served as a regional, wholesale water customer. Any new district shall own, operate and maintain their system downstream of a master meter. The city shall own the water pipelines and infrastructure from the eight (8) and twelve (12) inch diameter treated water pipelines up to and including the master meter within the control building. The city has no obligation to plan, finance, develop or construct an additional or future regional extension project in Crook County.

4.A.A. New water customers from the existing eight (8) and twelve (12) inch diameter treated water pipelines shall be limited to forty thousand (40,000) gallons per month for rural domestic use and eighty thousand (80,000) gallons per month for municipal use, including stock used, during the city's high demand months of June, July, August and September.

## **5. Special Provisions.**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the SPONSOR of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the COMMISSION.

## **6. General Provisions.**

**A. Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages and Amendment One consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

WYOMING WATER DEVELOPMENT COMMISSION

Gerald E. Gens  
Chair

3-15-19  
Date

Mr. Russell  
Secretary

3/15/19  
Date

CITY OF GILLETTE

\_\_\_\_\_  
Louise Carter-King, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karlene Abelseth, Clerk

\_\_\_\_\_  
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner #190167  
Tyler M. Renner, Assistant Attorney General

2-5-19  
Date