

RESOLUTION NO. \_\_\_\_\_

**ENTITLED: "A RESOLUTION AUTHORIZING THE COUNTY COMMISSIONERS OF LARAMIE COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE GOVERNING BODIES OF OTHER LOCAL GOVERNMENTS AND AGENCIES THAT ARE AFFECTED BY THE PROPOSED ROUNDHOUSE WIND ENERGY PROJECT TO THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY INDUSTRIAL SITING REGULATIONS."**

**WHEREAS**, in March of 2019, Roundhouse Renewable Energy, LLC submitted to the Wyoming Department of Environmental Quality, Industrial Siting Council, a Section 109 Permit Application pursuant to W.S. § 35-12-109 for the Roundhouse Wind Energy Project (hereinafter referred to as "Project"); and

**WHEREAS**, the Project is the construction and operation of a commercial Large Wind and Solar Energy System in Laramie County, Wyoming. The system will be 300 megawatts (MW) in capacity, have an estimated 120 wind turbines, and a high-power transmission line connecting to the Platte River Power Authority Rawhide Substation in Weld County, CO, located north of Wellington, CO; and

**WHEREAS**, Wyoming industrial development information and siting rules and regulations define the phrase "area or local government primarily affected by the proposed industrial facility" as "any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants" and the definition includes "any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act", Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations; and

**WHEREAS**, the local governments and agencies which will be primarily affected by this proposed facility desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project; and

**WHEREAS**, Laramie County is one of those affected local governments.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING**, as follows:

The Laramie County Board of Commissioners finds that:

- a. Laramie County is authorized to enter into and sign an MOU with the Governing Bodies of other local governments and agencies, that are affected by the proposed Roundhouse Wind Energy Project

**PRESENTED, READ AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

LARAMIE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Linda Heath, Chairman

ATTEST:

\_\_\_\_\_  
Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:

  
\_\_\_\_\_  
Mark T. Voss, Laramie County Attorney

**MEMORANDUM OF UNDERSTANDING  
REGARDING A REQUEST FOR IMPACT ASSISTANCE FUNDS  
FROM THE STATE OF WYOMING, INDUSTRIAL SITING COUNCIL:  
ROUNDHOUSE WIND ENERGY PROJECT, LARAMIE COUNTY, WYOMING**

This Memorandum of Understanding regarding Impact Assistance Funds for the Roundhouse Wind Energy Project ("MOU") is dated and effective the date of the last signature appended hereto by any party, or as otherwise allowed by \_\_\_\_\_, between the following entities who, when referred to collectively, are referred to as "the Parties" or "Parties":

1. The Board of Commissioners of the County of Laramie, Wyoming, a body corporate and political subdivision of the State of Wyoming ("the Board"), whose address is 310 West 19<sup>th</sup> Street, Cheyenne, Wyoming 82001, hereinafter referred to as "Laramie County", whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608; and
2. The City of Cheyenne, Wyoming, a Wyoming municipal corporation organized under Wyo. Stat. § 15-1-102 and a first class city under Wyo. Stat. § 15-3-101 ("City of Cheyenne"), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001; and
3. All other parties to this MOU shall be as indicated in attached counterpart signature pages and as identified by name and contact information on Exhibit "A" to this MOU which is fully incorporated herein.

**RECITALS AND FINDINGS**

**WHEREAS**, NextEra Energy Resources, LLC ("NextEra") develops, constructs, and operates power projects across North America to produce electricity and is currently the world's largest operator of clean, renewable wind energy.

**WHEREAS**, Roundhouse Renewable Energy, LLC ("Roundhouse Renewable") is a wholly owned indirect subsidiary of NextEra.

**WHEREAS**, NextEra Energy Resources, LLC, on behalf of the Duck Creek Grazing Association, Inc., Soapstone Grazing Association, Inc., the State of Wyoming, the City of Cheyenne, and the Union Pacific Railroad, has submitted a wind energy site plan application for the Roundhouse Wind Energy Project ("Project"), located approximately 9 miles southwest of the City of Cheyenne.

**WHEREAS**, the Project is a proposed 300-megawatt wind-energy facility primarily developed by NextEra that Roundhouse Renewable will build, own, and operate in unincorporated Laramie County approximately 9 miles southwest of the City of Cheyenne on approximately 43,621 acres of land that are owned privately, owned by the City of Cheyenne, and owned by the State of Wyoming.

**WHEREAS**, the Project will consist of up to 120 wind turbines, on approximately 43,621 acres. A site plan for the project, which lies within the unincorporated area of Laramie County, has been approved by the Laramie County Board of Commissioners pursuant to the

Laramie County Land Use Regulations (“LCLUR”). The approved site plan may be subject to certain changes in its final layout but will not increase or decrease the project boundaries and, therefore, will not encroach upon or effect any additional surrounding areas. The Project further includes a transmission line approximately 20 miles long, and various other related and necessary components and infrastructure, all of which are expected to be completed in the fourth quarter of 2020 with commercial operation to commence by the end of that same year.

**WHEREAS**, the Laramie County Board of Commissioners has also given board approval pursuant to the LCLUR to the project’s application for a 230 kV generation-tie high power transmission line that will be part of the overall scope of the project.

**WHEREAS**, pursuant to W.S. § 18-5-202, Laramie County has approved a “comprehensive plan.” The City of Cheyenne has likewise approved a land use plan known as “Plan Cheyenne.” The area of the proposed project does not reach the boundaries of Plan Cheyenne or any area directly zoned under the LCLUR. The eastern portion of the project does abut lands that are designated as being in the agricultural/rural (AR) categories of Plan Cheyenne and the agricultural (A2) zoned district of the LCLUR.

**WHEREAS**, as required, public notice was provided by the applicant for the Project to all adjacent neighbors within 1 mile, and cities within 1/2 mile of the project boundary, per section 2-2-125(D)(I) of the LCLUR, and the Laramie County Planning Department further provided a legal notice 30 days prior to the public hearing in regard to the site plan and board approval of the high power transmission line. A public hearing was held on the site plan and board approval of the high power transmission line on February 18, 2019.

**WHEREAS**, the Project is expected to provide employment opportunities to local residents, generate substantial long-term tax revenues, enhance the economy through capital investments, provide home-grown electricity, and create enough clean energy to meet the annual needs of around 140,000 homes.

**WHEREAS**, the Project meets the definition of a “facility” in W.S. § 35-12-102 (vii), and W.S. § 35-12-106 requires Roundhouse Renewable to obtain a permit to construct the facility (“Permit”).

**WHEREAS**, on March 18, 2019, Roundhouse Renewable submitted a Permit Application in the form required by W.S. § 35-12-109 for the Project (“Application”) to the Wyoming Department of Environment Quality (“DEQ”), Industrial Siting Council.

**WHEREAS**, W.S. § 35-12-109(xiii) requires Roundhouse Renewable to provide in its Application “[a]n evaluation of potential impacts together with any plans and proposals for alleviating social and economic impacts upon local governments or special districts and alleviating environmental impacts which may result from the proposed facility.”

**WHEREAS**, W.S. § 35-12-109(xx) and (xxi) require Roundhouse Renewable, for a facility like the Project, to provide in its Application “a site reclamation and decommissioning plan which will assure that [it] will be properly reclaimed and decommissioned,” along with proof of Roundhouse Renewable’s “financial capability to decommission and reclaim the facility” and “financial capability to construct, maintain and operate the facility.”

**WHEREAS**, Wyoming's Chapter 1, Section 2(b), DEQ, Administrative Rules and Regulations ("Rules and Regulations") define "area or local government primarily affected by the proposed industrial facility" as "any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants" and the definition includes "any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act."

**WHEREAS**, Chapter 1, Section 8(g), of the Rules and Regulations, require Roundhouse Renewable to "identify what it deems to be the area of site influence and recommends as the local governments primarily affected by the proposed industrial facility."

**WHEREAS**, Chapter 1, Section 8(i)(VII)(D), of the Rules and Regulations, require Roundhouse Renewable to provide "[e]stimates of impact assistance payments which will result from the project" in the Application.

**WHEREAS**, the Application disclosed that the areas or local governments primarily affected by the proposed Project includes the Parties.

**WHEREAS**, the Parties are the areas or local governments that will be primarily affected by the Project as described in the Application.

**WHEREAS**, Wyoming industrial development information and siting rules and regulations define the phrase "area or local government primarily affected by the proposed industrial facility" as "any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants" and the definition includes "any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act," Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

**WHEREAS**, this MOU will include estimates of impact assistance payments that will result from the Project.

**WHEREAS**, the Parties desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project consistent with the Application.

**NOW, THEREFORE**, in consideration of the Recitals and Findings, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. **Term.** This MOU shall be in full force and effect for the period commencing upon the affixing of the last signature of a party hereunto or until the Industrial Siting Council accepts this MOU and its associated requests for funding as final and shall continue until the 31<sup>st</sup> day of December 2020, irrespective of when signed, and/or it shall be in effect until the Project is terminated.

2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council, pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-15-111 (d) and (e), an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

3. **Amount and Schedule for Distribution of Impact Assistance Funds.**

3.1. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit "B" which is attached hereto and incorporated herein. The Parties' funding requests contemplate that the Project is likely to occur during the same period as other permitted Industrial Projects; therefore, any Parties already receiving impact assistance funding for other projects adjusted their requests for the Project accordingly to prevent duplication. Documentation providing support and/or elucidation of the request and schedule for distributive impact assistance funds will be attached hereto as Exhibit "C" which is fully incorporated herein.

3.2. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties before submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU with another Party to adjust, revise or modify a Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. **General Provisions.**

4.1. **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.

4.2. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have subject matter jurisdiction over any action arising out of this MOU and personal jurisdiction over the Parties, and the venue shall be the First Judicial District, State of Wyoming District Court in Laramie County, Wyoming.

4.3. **Entirety of MOU.** This MOU, consisting of seven (7) pages and its associated parties counterpart signature pages (Exhibit "A"), amounts and distribution schedule of impact assistance funds (Exhibit "B"), and supporting documentation (Exhibit "C") represents the entire and integrated MOU between the Parties and when accepted as final by the Industrial Siting Council supersedes all prior negotiations, representations, agreements, and MOU's, whether written or oral.

4.4. **Severability.** Should any term of this MOU be judicially determined to be illegal, unenforceable, void, or voidable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the term affected by the severance.

**4.5. Governmental Immunity.** The Parties and their respective governing bodies do not waive any defenses available under law including, but not limited to, if applicable, their governmental immunity, by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

**4.6. Indemnification.** Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

**4.7. Other Interagency MOU's.** All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in Section 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

**4.8. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

**4.9. Waiver.** The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**4.10. 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 the parties may renegotiate the terms affected by the severance.

**4.11. Time is of the Essence.** Time is of the essence in all provisions of the MOU.

**4.12. Counterpart Signatures.** This MOU may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which taken together shall constitute one and the same MOU and agreement, and it shall not be necessary when making proof of this MOU and agreement or any counterpart thereof to account for any other counterpart. Signatures transmitted by facsimile or e-mail, to stand or electronically transmitted files, shall have the same effect as the delivery original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or stand document or electronically transmitted document were an original executed counterpart. If the parties exchange signatures by facsimile or electronic means, the parties agree to exchange original signatures as soon thereafter as is reasonably practical.

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**MEMORANDUM OF UNDERSTANDING  
REGARDING A REQUEST FOR IMPACT ASSISTANCE FUNDS  
FROM THE STATE OF WYOMING, INDUSTRIAL SITING COUNCIL:  
ROUNDHOUSE WIND ENERGY PROJECT, LARAMIE COUNTY, WYOMING**

**INITIAL SIGNATURE PAGE**

**BOARD OF COMMISSIONERS OF THE COUNTY OF  
LARAMIE, WYOMING**

By: \_\_\_\_\_  
Linda Heath, Chairman

Date: \_\_\_\_\_

(SEAL)  
Attest:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CITY OF CHEYENNE**

By: \_\_\_\_\_  
Marian J. Orr, Mayor

Date: \_\_\_\_\_

(SEAL)  
Attest:

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

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

**MEMORANDUM OF UNDERSTANDING  
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ROUNDHOUSE WIND ENERGY PROJECT, LARAMIE COUNTY, WYOMING**

**COUNTER-PART SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the entity or organization or party below has approved and caused this Memorandum of Understanding and its incorporated attachments to be signed and executed on its behalf as indicated herein.

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signatory)

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Secretary or Clerk)



LARAMIE COUNTY EMERGENCY MANAGEMENT AGENCY			
Impact	Items Requested	Item Amount	Total By Agency
Portable radios for communications	Radios	1,800,000.00	
	Subtotal:		1,800,000.00
CHEYENNE REGIONAL MEDICAL CENTER			
Impact	Items Requested	Item Amount	Total By Agency
Total Walkaway Cost			
	Emergency Care	192,234.00	
	Follow up Care	12,540.00	
	In Patient/Mental Illness/Substance Abuse	152,676.30	
	Subtotal:		357,450.30
FIRE DISTRICT #10			
Impact	Items Requested	Item Amount	Total By Agency
Additional fire frequency	Truck	175,000.00	
	Equipment	35,000.00	
	2 Full Time Firefighters	175,000.00	
	Benefits	25,000.00	
	Subtotal:		410,000.00
FIRE DISTRICT #1			
Impact	Items Requested	Item Amount	Total By Agency
Additional fire frequency	Brush Truck	183,750.00	
	Water Tender	273,000.00	
	Equipment for above	80,000.00	
	Subtotal:		536,750.00
FIRE DISTRICT #8			
Impact	Items Requested	Item Amount	Total By Agency
Additional fire frequency	Type 3 all-risk apparatus	250,000.00	
	Subtotal:		250,000.00
LARAMIE COUNTY GENERAL GOVERNMENT			
Impact	Items Requested	Item Amount	Total By Agency
Cost of serving the general public with the addition of 240 employees over 17 months	Cost per additional people	92,300.00	
Loss of tax revenue	5th and 6th Penny loss	30,000.00	
	30% of the first 4% loss	18,000.00	
	Subtotal:		140,300.00
CHEYENNE- LARAMIE COUNTY HEALTH DEPARTMENT			
Impact	Items Requested	Item Amount	Total By Agency
Cost of serving the general public with the addition of 240 employees over 17 months	Cost per additional people	13,545.60	
	Subtotal:		13,545.60
LARAMIE COUNTY PUBLIC WORKS			
Impact	Items Requested	Item Amount	Total By Agency
Maintenance of County Road	Harriman Road upgrades	328,000.00	
	Subtotal:		328,000.00
LARAMIE COUNTY SHERIFF			
Impact	Items Requested	Item Amount	Total By Agency
Manpower and Vehicle	Salary	70,000.00	
	Training	3,000.00	
	Vehicle	35,000.00	
	Vehicle Upfit	12,000.00	
	Mobile and Portable Radio	12,500.00	
	In-car camera	7,500.00	
	MDT & Licensing	7,000.00	
	Aircard per year	600.00	
	Misc equipment	2,500.00	
	Fuel/Oil/Tires/Maint	5,000.00	
	Year Two	75,600.00	
Sheriff's office including Jail	Cost per additional people	299,040.00	
	Subtotal:		529,740.00

VISIT CHEYENNE			
Impact	Items Requested	Item Amount	Total By Agency
Loss of Lodging Tax		60,000.00	
		Subtotal:	60,000.00
LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER			
Impact	Items Requested	Item Amount	Total By Agency
Lack of radio communication in area for development	RF Site, Compound, Tower	1,991,123.00	
	Civil work to site	100,000.00	
	Utility to site	375,000.00	
		Subtotal:	2,466,123.00
<b>Grand Total</b>			<b>6,891,908.90</b>