

AND
9/24/19

RESOLUTION NO. 2019-67

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE SWEETWATER EVENTS COMPLEX, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs (City) and the Sweetwater Events Complex (SEC) desire to enter into a Memorandum of Understanding regarding the use of approximately twenty (20) acres of property owned by the City, and located adjacent to the SEC; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Memorandum of Understanding before it and has given it careful consideration and review.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Memorandum of Understanding between the City of Rock Springs, Wyoming and the Sweetwater Events Complex, attached hereto and by this reference made a part hereof, be and it is hereby accepted and approved by the Governing Body of said City.

Section 2. That the Mayor of said City, be and he is hereby authorized, empowered and directed to execute said Memorandum of Understanding on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest to said Memorandum of Understanding, and to attach to each duplicate original of said Memorandum of Understanding a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Attest:

Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING entered into this ____ day of May, 2019 by and between the City of Rock Springs, residing at 212 D Street, Rock Springs, Wyoming 82901, a Wyoming Municipal Corporation, hereinafter referred to as "City" and the Sweetwater Events Complex, located at 3320 Yellowstone Rd., Rock Springs, Wyoming, 82901, hereinafter referred to as "SEC."

WHEREAS, the City and the SEC desire to reach an understanding regarding the use of approximately twenty (20) acres of property owned by the City, located adjacent to the SEC, owned by Sweetwater County, and shown in EXHIBIT A, attached hereto and by this reference specifically made a part hereof; and,

WHEREAS, the City has agreed to allow the SEC to use the above-mentioned property for the purpose of constructing campsites for recreational vehicles for use and enjoyment by both the SEC and the City; and,

WHEREAS, the City has contributed approximately 1.2 Million Dollars (\$1,200,000.00) in addition to waiving sewer tap fees for approximately 1,021 campsites needed to host nationally recognized events; and,

WHEREAS, the SEC plans and conducts large national events throughout the year that bring in thousands of people from around the world contributing millions of dollars in economic activity and tax revenue to both the City of Rock Springs and Sweetwater County; and,

WHEREAS, the City and SEC have worked together to provide additional campsites to accommodate participants of large events brought to our community through the marketing and recruiting efforts of the staff at SEC; and,

WHEREAS, the parties wish to enter into an agreement regarding the use and maintenance of the aforementioned property.

NOW, THEREFORE, IN SUPPORT OF THEIR MUTUAL COVENANTS, AND THE EXCHANGE OF VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO THE FOLLOWING:

1. SEC shall maintain all RV campsite infrastructure, including, but not limited to, water lines, sewer lines, fences, signage, roadways, etc., and shall perform all maintenance and upkeep of all campsites, including those located on City property.
2. RV campsites located on City property shall be utilized only in conjunction with special events being held at the SEC and the Wataha Recreation Area. These sites shall not be rented to

anyone without the express written permission of the City, and will not be utilized for the purpose of competing with local businesses.

3. SEC shall have the first right of access to the 462 City-owned Wataha Recreation Area RV campsites for any recognized event resulting in overall economic benefit to the City of Rock Springs and Sweetwater County. Otherwise, the City of Rock Springs shall retain the first right of access for the 462 RV campsites located on City property at all other times. The SEC may use City-owned RV campsites whenever a written request is made by the SEC and when such request does not interfere with any event planned by the City. Written requests shall be submitted by the SEC to the Director of Parks and Recreation.

4. SEC will collect all payments for use of all campsites, except for and during events planned and conducted solely by the City. The City will collect and retain all payments for use of campsites on City property used during City events.

5. The term of this Memorandum of Understanding shall continue from year-to-year until such time as it is terminated by either party.

6. This Memorandum of Understanding may be canceled by either party with no less than twelve (12) months written notice to the other. Notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, or to such address as one may have furnished to the other in writing.

7. In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, or, if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful, or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

City of Rock Springs, Wyoming

Sweetwater Events Complex

Timothy A. Kaumo, Mayor

Larry Lloyd, Executive Director

Attest:

Attest:

City Clerk

Secretary