

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
NORTHERN ARAPAHO TRIBE AND CITY OF RIVERTON, WYOMING
REGARDING ZONING AND LAND USE PLANNING WITHIN
THE REGIONAL AREA OF COOPERATION**

[DATE]

This Intergovernmental Agreement Regarding Zoning and Land Use Planning (“Agreement”) is made and entered into at Riverton, Wyoming, as of the effective date set forth herein, by and between the Northern Arapaho Tribe (“Tribe” or “NAT”) and the City of Riverton, Wyoming (“Riverton” or “City”).

Preamble:

The Tribe and the City have executed an agreement dated June 3, 2008, and a Memorandum of Understanding (“MOU”) reflecting guiding principles and understandings dated _____, 2010, all designed to promote mutual interests and beneficial policies relating to matters within and in the immediate environs of the City. The agreement and MOU, together with discussion contemplated therein, are designed in the interest of the parties and to benefit local businesses, tribal members, residents, the public, and other governments. To further the purpose of the efforts, the parties have designated a geographic area, called the Regional Area of Cooperation (“RAC”), to which this Agreement applies. This Agreement is intended to protect land owners and preserve existing uses of private property while advancing the mutual interests of the parties in areas of joint concern.

This Agreement is not intended to address all issues of concern to the Tribe and the City, but is an important first step in the commitment to good governance in areas relating to planning and land use. Additional agreements relating to other topics are anticipated as the cooperative process moves forward.

Recitals:

Recitals in the parties’ Intergovernmental Memorandum of Understanding (“MOU”) dated _____, 2010, are incorporated herein by reference. In addition, the following foundational precepts are provided regarding this Agreement:

A. Common Interests. The Tribe and the City acknowledge that each governing body has certain common interests regarding lands within the Regional Area of Cooperation, a geographic region which is set forth on the map attached to and by this reference made a part of this Agreement.

B. Joint Goals. The Tribe and the City desire to cooperate with respect to land use planning, zoning, economic development, and other matters within the Regional Area of Cooperation without the need to litigate or otherwise dispute the legal status of the area.

C. Zoning. The Tribe's zoning ordinance currently zones all lands within the Tribe's jurisdiction as "residential." The City has zoned lands for multiple purposes. The Tribe and the City have agreed to cooperate in order to jointly acknowledge existing uses, including non-residential uses, in accordance with a thoughtful plan for future development of the Regional Area of Cooperation.

D. Master Plan. The City's Master Plan for land use and development acknowledges that land use and growth, transportation, public safety and other issues require a partnership approach with its neighbors. The Master Plan recommends that the City coordinate with the Northern Arapaho and Eastern Shoshone Tribes on growth and land use and related issues in areas of mutual interest. The Tribe is one of several entities (including the public) which have actively participated in the development of the City's Master Plan. The City's land use regulations are generally outlined in the City Master Plan adopted in 2009 ("Master Plan") and applicable zoning regulations adopted by the City. This Agreement is intended to further the goals outlined in the Master Plan and advance the interests of both parties.

E. Cooperation Essential to Economic Prosperity. The economic futures of the Tribe and of the City are tied closely to each other. Cooperative efforts are required to develop, maintain, and promote the economic prosperity of those living or working in the Regional Area of Cooperation. This Agreement is an essential building block of such cooperation.

NOW, THEREFORE, the parties agree as follows:

1. Regional Area of Cooperation.

1.1 Description. The parties agree that the geographic area within the current limits of the Master Plan as adopted and approved by each party and as shown on the map attached shall be known as the "Regional Area of Cooperation" regarding which the parties have entered into this Agreement. Lands within the RAC include, without limitation, original township and annexed lands of the City, trust lands owned by the Tribe or others, fee lands, and former allotments.

1.2 Amendments. With the exception set forth herein, the parties may, only by written agreement, expand or contract the RAC. Lands which are annexed by the City and become part of the RAC pursuant to paragraph 6 hereof do not require a separate written amendment to become part of the RAC.

2. No Conveyance or Alteration of Title to Lands.

2.1 Agreement Not to Affect Title. Nothing in this Agreement shall convey or alter the ownership of or title to lands.

2.2 Pending Litigation Not to Affect Title. Neither party has sought, nor will they seek, a judgment, order or other relief in Northern Arapaho Tribe v. Harnsberger, et al. which will

convey or alter the ownership of or title to lands within the RAC or elsewhere or otherwise alter the terms of this Agreement.

2.3 Public Communication. The parties will cooperate in communicating to tribal members, local residents, and the public the purposes and provisions of this Agreement including specifically that nothing in this Agreement is intended to result in any change in the private (or public) ownership of land or other private property.

3. Riverton Waste Water Treatment Plant.

3.1 Permits. So long as the City substantially complies with all standards and regulations established by the United States Environmental Protection Agency (EPA) or the Wyoming Department of Environmental Quality, whichever standards more stringently protect the environment and the public, regarding the City's waste water treatment plant, the Tribe shall not seek or exercise authority to regulate, manage or issue permits regarding that plant or its discharge.

4. Approval of Master Plan.

4.1 Master Plan. In consultation and cooperation with each other, the parties have adopted, approved and endorsed the Master Plan for the RAC. Land uses shall conform to this Master Plan. Non-conforming uses will be subject to review and action by the City Planning Commission and Board of Adjustment to the extent of their jurisdiction.

4.2 Amendments to Master Plan. The parties will consult and cooperate in the development of any amendments to the Master Plan for the RAC. Specifically, the Tribe shall have representation, as provided below, on the City's Planning Commission or other entity undertaking the responsibility now exercised by the Planning Commission with regard to any lands within the scope of the Master Plan or any amended plan. Any aspect of a plan amendment affecting any trust lands or lands owned by the Tribe, in trust or in fee, that are located within the RAC must be approved in writing by the Tribe. Once an amended plan has been recommended by the Planning Commission, it is the intent of the City and the Tribe to approve and endorse it as a joint amendment and to agree that future land uses conform to the plan. Uses not conforming to the plan as amended will also be subject to review and action by the City Planning Commission and Board of Adjustment.

5. City Planning Commission and Board of Adjustment.

5.1 Membership of Planning Commission and Board of Adjustment. A member of the Northern Arapaho Business Council may serve on the City Planning Commission. Consistent with current practice, members of the Planning Commission are eligible to serve on the Board of Adjustment by random selection.

5.2 Other Changes. Except as specifically provided herein, no other changes in the City's existing system for land use planning, zoning, subdivision approval, conditional use permits, or variances is intended by this Agreement.

6. Annexations.

The City shall provide reasonable advance written notice to the Northern Arapaho Business Council regarding the annexation of areas under consideration by the City. The Tribe may either express no interest in or may comment upon any such proposed annexation. No annexation of lands owned by the Tribe may occur without the written consent of the Tribe. It is the intent of the parties that annexations be consistent with the Master Plan as approved or as may be amended. Lands annexed by the City shall be added to and become part of the RAC without the need for a separate written amendment pursuant to paragraph 1.2.

7. Other Governmental Entities.

It is recognized by the parties that the RAC includes areas where jurisdiction or ownership may be vested in other governmental entities. Nothing in this Agreement is intended to usurp or alter the existing rights of any such entities. The parties agree to continue to work cooperatively to encourage the participation of such entities in agreements regarding matters affecting their interests.

8. Other Provisions.

Those terms set forth in the parties' Intergovernmental MOU dated _____, 2010, Section 4 ("Other Provisions") are incorporated herein by reference including specifically the dispute resolution provision (Paragraph 3.4).

Done this ____ day of _____, 2010.

City of Riverton:

Northern Arapaho Tribe:

Mayor

Chairman

Riverton City Council:

Northern Arapaho Business Council:
