

**AGENDA**  
**CITY OF LARAMIE, WYOMING**  
**CITY COUNCIL REGULAR MEETING**

CITY HALL, COUNCIL CHAMBERS, 406  
IVINSON AVE

TUESDAY, FEBRUARY 17, 2026, 6:30 PM  
(Pre-Council Meeting begins at 6:15 pm)

City Council Meetings are open to the public in accordance with W.S. 16-4-403.

Meetings are currently available in-person on a first come first serve basis, YouTube Live Feed ([www.youtube.com/cityoflaramie/live](http://www.youtube.com/cityoflaramie/live)), Cable Channel 191, or Zoom Webinar- Meeting ID: 813 7756 7232 Passcode: 933875 via internet, app, or telephone 1(669)900-9128. Public comments during the meeting may be provided in-person or via Zoom meeting. Public comments may also be submitted via email: [council@cityoflaramie.org](mailto:council@cityoflaramie.org). **Please email: [clerk@cityoflaramie.org](mailto:clerk@cityoflaramie.org) to request speaking time during the 30-minute public comment periods on non-agenda items by no later than 3:00 pm on the day of the meeting. Limited speaking slots may be assigned by lottery for non-agenda items when more than 10 requests are received; public comments may also be submitted in writing to [council@cityoflaramie.org](mailto:council@cityoflaramie.org) for the record. Requests for accommodations from persons with disabilities must be made to the City Manager's Office 24 hours in advance of a meeting. Pre-meetings are held prior to Regular Council Meetings at 6:15 pm for the purpose of discussing items on the Council's consent agenda for the Regular Meeting and the scheduling of items on Council's agenda.**

**Please be advised no additional agenda item will be introduced at a Regular City Council meeting after the hour of 9:30 pm, unless the majority of the City Council members present vote to extend the meeting.**

**Public comment is limited to three (3) minutes per speaker. When attending a meeting remotely, the public must have their video cameras enabled and turned on when addressing the council. See Rule 1.G. When commenting on non-agenda items, the comments must be germane to City business over which Council has control. Written public comment shall be submitted to the City Clerk for dissemination and retention for official City records, or submitted to the City Council through electronic correspondence at [council@cityoflaramie.org](mailto:council@cityoflaramie.org). Full text available in Council Rules of Procedure and Code of Conduct 4.02 and Appendix B and C.**

**Written materials and other items must be submitted six (6) days in advance of the meeting (sooner if there are holidays prior to the meeting) in order that copies may be included with the agenda and to give the council an opportunity to review the material in advance of the appearance.**

Zoom Link: <https://cityoflaramie.zoom.us/j/81377567232?pwd=KTOxogpewb8sxz8GfnbEIGALtF1XJx.1>

**1. CALL TO ORDER**

**2. Pledge of Allegiance**

**3. Roll Call**

**4. Public Comment on Non-Agenda Items (Aggregate time limit 30 minutes)**

(Limit of 3 minutes per speaker. No public comments on non-agenda related items will be taken via web-conferencing for the public comment period at the beginning of the meeting. When commenting on non-agenda items, the comments must be germane to City business over which Council has control. Written or other materials must be submitted to the City Clerk for public record and dissemination six (6) days prior to the meeting per City Council Rules of Procedure Appendix B.)

**5. Consideration of Changes in Agenda and Setting the Agenda**

a. Public Request to Remove a Consent Agenda Item and Place it on the Regular Agenda to Allow for Public Comments (No public comment will be taken during this item. Items will be considered at the discretion of the council. Available in-person and web conferencing.)

b. Council Acknowledgement of Requests for Changes to the Agenda (Councilors may request an item be moved from the consent agenda to the regular agenda.)

c. MOTION BY \_\_\_\_, seconded by \_\_\_\_, that the following changes to the Agenda be approved:

d. MOTION BY \_\_\_\_, seconded by \_\_\_\_, that the Agenda be set as submitted or changed.

**6. PROCLAMATIONS/PUBLIC HEARINGS/NOTIFICATIONS**

**6.A. PROCLAMATIONS & PRESENTATIONS**

**6.B. PUBLIC HEARING**

**6.B.i. PUBLIC HEARING: Transfer Retail Liquor License #12 from AB Laramie LLC to Big D Oil Company dba Big D #27 Located at 2901 E Grand Ave**

Documents:

[PH Notice Transfer 8 Big D Oil Company 2-17-26.pdf](#)

**6.C. ANNOUNCEMENTS**

### 6.C.i. Monthly Staff Recognition

- Jennifer Graham, LARC Dispatch Supervisor

### 7. Disclosures and/or Conflicts of Interest by City Council Members

### 8. Approval of Consent Agenda

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor so requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

MOTION BY \_\_\_\_\_, seconded by \_\_\_\_\_, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

### 9. CONSENT AGENDA

#### 9.A. MINUTES: Minutes from the City Council Regular Meeting from February 3, 2026

**Action:**

I move that Laramie City Council approve the Minutes from the Regular Meeting of February 3, 2026.

**[Bartholomew, CC]**

Documents:

[CC Minutes 2-3-26.pdf](#)

#### 9.B. MINUTES: Minutes from the Laramie Youth Council Regular Meeting on January 7, 2026

**Action:**

I move that the Laramie City Council acknowledge receipt of the minutes from the Laramie Youth Council Regular Meeting on January 7, 2026.

**[Nancy Bartholomew, City Clerk]**

Documents:

[LYC Minutes 1-7-26.pdf](#)

#### 9.C. MINUTES: Minutes from the Civil Service Commission for Police and Fire from October 8, 2025

**Action:**

I move that the Laramie City Council acknowledge receipt of the minutes from the Civil Service Commission for Police and Fire from October 8, 2025.

**[Nancy Bartholomew, City Clerk]**

Documents:

[CSCP Minutes 10-8-25.pdf](#)

[CSCF Minutes 10-8-25.pdf](#)

**9.D. MINUTES: Minutes from the Laramie Advisory Commission on Disabilities from November 6, 2025**

**Action:**

I move that the Laramie City Council acknowledge receipt of the minutes from the Laramie Advisory Commission on Disabilities from November 6, 2025.

**[Patti Russell, Human Resources]**

Documents:

[Minutes from the Laramie Advisory Commission on Disabilities from November 6, 2025.pdf](#)

**9.E. CEMETERY DEEDS: Cemetery Deeds for January 16 - February 15, 2026**

**Action:**

move that the Cemetery Deeds for January 16- February 15, 2026, be accepted, and authorize the Mayor and City Clerk to sign, and have them recorded in the Office of the County Clerk.

**[Michael Bork, Parks, Recreation and Public Services Director]**

Documents:

[Cem Deed. Stephen\\_Shellee Pollard Row Jewish Singles, LA 1-16-25.pdf](#)

[Cem Deed. Toni\\_Ralph Lehtinen Row D, Lot 14, Spc 4 1-16-25.pdf](#)

**9.F. LICENSE: Temporary Use of a Laramie County Retail Liquor License within City Limits for DeLancey Enterprises, LLC for the UW Rodeo Gala at the Marian Rochelle Gateway Center on March 7, 2026**

**Action:**

I move that the Laramie City Council approve the temporary use of a Laramie County Retail Liquor License within city limits for DeLancey Enterprises, LLC for the UW Rodeo Gala at the Marian Rochelle Gateway Center on March 7, 2026.

**[Nancy Bartholomew, City Clerk]**

Documents:

[Summary Temp Use in City DeLancey Enterprises 2-17-26.pdf](#)

[CATR-26-01-29-0211 DeLancey Ent. Application.pdf](#)

[Laramie County Letter of Permission- DeLancey 2-17-26.pdf](#)

**9.G. LICENSE: Temporary Use of a City of Laramie Retail Liquor License No. 4 for Hensley Property Holdings, LLC dba Roxie's on Grand in Albany County for the UW Rodeo at the Hansen Arena on April 24-26, 2026**

**Action:**

I move that the Laramie City Council approve the temporary use of a City of Laramie Retail Liquor License No. 4 for Hensley Property Holdings, LLC dba Roxie's on Grand in Albany County for the UW Rodeo at the Hanson Arena, April 24-26, 2026, contingent upon the approval of the Albany County Commissioners.

**[Nancy Bartholomew, City Clerk]**

Documents:

[Summary Temp Use in County Roxies on Grand 2-17-26.pdf](#)  
[Catering Permit for Roxies on Grand for the UW Rodeo 2-17-26.pdf](#)

**9.H. MOU: Memorandum of Understanding with Albany County for Victim Witness Services**

**[Robert Southard, City Attorney]**

Documents:

[Council - Summary - Victim Witness Services MOU with County 2026.pdf](#)  
[FY27 CVW MOU with CoL for Victim Witness Services.pdf](#)  
[FY27 CVW MOU - Attachment A.pdf](#)

**9.I. MOU: Memorandum of Understanding between the City of Laramie, Wyoming, and the Laramie Police Department Foundation.**

**Action:**

I move that the Laramie City Council approve the Memorandum of Understanding between the City of Laramie, Wyoming, and the Laramie Police Department Foundation and authorize the Mayor and Clerk to sign.

**[Brian Browne, Chief of Police]**

Documents:

[Summary MOU Laramie Police Dept. Foundation 2-17-26.pdf](#)  
[MOU - LPD LPDF - Final.pdf](#)

**9.J. RESOLUTION: Resolution 2026-17, Amending City Council Rules of Procedure**

**Action:**

I move that the Laramie City Council approve Resolution 2026-17, amending City Council Rules of Procedure, and authorize the Mayor and City Clerk to sign.

**[Nancy Bartholomew, City Clerk]**

Documents:

[Summary Reso 2026-17, amending City Council Rules of Procedure 2-17-26.pdf](#)  
[Reso 2026-17 City Council Rules of Procedure 2-17-26.pdf](#)

**9.K. RESOLUTION: Resolution 2026-18, Formally Waiving the Requirements Set Forth in Wyoming Statute 16-1-1001(I)(B), Wyoming Resident Contractors, for the West Laramie Lift Station Project**

**Action:**

I move to approve Resolution 2026-18, waiving the Wyoming resident contractor participation requirement for the purchase of the Smith & Loveless prefabricated lift station, or equivalent, as part of the West Laramie Lift Station Project, and authorize the Mayor and City Clerk to sign.

**[Brooks Webb, Public Works Director]**

Documents:

[Summary Resolution 2026-18 Waving Sub Contract Req.pdf](#)

[Resolution 2026-18 Waving Wyoming Contractor Requirements.pdf](#)

**9.L. RESOLUTION: Resolution 2026-19, Appointing One Member to Laramie Advisory Commission on Disabilities**

**Action:**

I move that Laramie City Council approve Resolution 2026-19, appointing JoCarol Ropp to the Laramie Advisory Commission on Disabilities for term expiring October 31, 2027 and authorize the Mayor and Clerk to sign.

**[Patti Russell, Human Resources]**

Documents:

[Summary Resolution 2026-19.pdf](#)

[RESOLUTION 2026-19.pdf](#)

**9.M. SCHEDULE MEETINGS:**

that the following meeting be scheduled:

- i. February 24, 2026, 6:00 pm (Cancel) - WORK SESSION: Establishing an Emergency Fund
- ii. February 24, 2026, 6:00 pm - WORK SESSION: Civic Cents
- iii. March 10, 2026, 6:00 pm - WORK SESSION: Civic Cents
- iv. March 24, 2026, 6:00 pm - WORK SESSION: Civic Cents
- v. March 24, 2026, 5:30 pm - WORK SESSION: Community Partner Applications (Joint with the Albany County Board of Commissioners)
- vi. April 14, 2026, 6:00 pm - WORK SESSION: Construction Season Update
- vii. April 14, 2026, 6:00 pm - WORK SESSION: Civic Cents
- viii. April 28, 2026, 6:00 pm - WORK SESSION: Civic Cents
- ix. April 28, 2026, 6:00 pm - WORK SESSION: City-wide Parking Taskforce Development
- x. May 26, 2026, 6:00 pm - WORK SESSION: Fee for Service

Agreements

**10. REGULAR AGENDA**

**11. Award of Contract for the Purchase of Six Hundred (600) Water Meters for the Meter Replacement Program**

**[Brooks Webb, Public Works]**

Documents:

[Summary Award of Contract Metron Farnier Smart Meters revised.pdf](#)  
[Metron Contract 600 meters.pdf](#)

**12. Transfer of Retail Liquor License #12 from AB Laramie LLC to Big D Oil Company dba Big D #27 Located at 2901 Grand Avenue**

**[Nancy Bartholomew, City Clerk]**

Documents:

[Summary Transfer Big D Oil 27 2-17-26 NB.pdf](#)  
[12 Big D Oil Company Transfer LL App 1-21-26 CC\\_Redacted.pdf](#)

**13. Resolution 2026-22, Authorizing a Site Lease and a Facilities Sublease Agreement**

**[Jennifer Wade, Administrative Services Director]**

Documents:

[Resolution 2026-22 Summary.pdf](#)  
[Resolution 2026-22.pdf](#)  
[Site Lease Agreement.pdf](#)  
[Sublease Agreement.pdf](#)  
[Exhibit B Revised LOPP 2 16 26.pdf](#)

**14. Resolution 2026-20, Supporting the Submittal of an Application to the Wyoming Department of Agriculture for a 2026 Emergency Insect Management Program Grant**

**[Michael Bork, Parks, Recreation, and Public Services Director]**

Documents:

[Summary - Resolution 2026-20 EIMG Grant Submission.pdf](#)  
[Resolution 2026-20 EIMG Grant Submission.pdf](#)

**15. Resolution 2026-21, Designating Recreation Project Request Priorities to the Albany County Recreation Board for Funding Consideration in Fiscal Year 2027**

**[Michael Bork, Parks, Recreation, and Public Services Director]**

Documents:

[Summary - Resolution 2026-21 - ACRB Recommendations.pdf](#)  
[Resolution 2026-21- ACRB Recommendations.pdf](#)

**16. Original Ordinance No. 2117, Amending Laramie Municipal Code Chapter 2.10 Related to Board and Commission Members**

Introduction and First Reading.  
**[Nancy Bartholomew, City Clerk]**

Documents:

[Summary OO2117 Board\\_Commission Members 2-17-26.pdf](#)  
[OO2117 LMC 2.10 Board\\_Commission Members.pdf](#)

**17. Public Comments on Non-agenda Items**

(Limit of 3 minutes per speaker. When commenting on non-agenda items, the comments must be germane to City business over which Council has control. Written or other materials must be submitted to the City Clerk for public record and dissemination six (6) days prior to the meeting per City Council Rules of Procedure Appendix B.)

**18. Consideration of Future Council Work Session Topics**

Documents:

[Future Work Session Topics 2-17-2026.pdf](#)  
[Upcoming Meetings 2-17-26.pdf](#)

**19. Adjournment**

## **NOTICE OF APPLICATION FOR TRANSFER OF RETAIL LIQUOR LICENSE**

Notice is hereby given that on the 21<sup>st</sup> of January 2026, an application was received in the Office of the City Clerk for a Transfer of Retail Liquor License No. 12 to transfer from AB Laramie WY LLC dba Applebee's Neighborhood Grill & Bar located at 3209 Grand Ave, Laramie, WY, to Big D Oil Company dba Big D #27 located at 2901 E Grand Ave, Laramie, WY, for a license term of February 18, 2026, through May 7, 2026.

Public Hearing to hear comments or protests relative to this license application will be held Tuesday, February 17, 2026, at 6:30 p.m. at Council Chamber, 406 Iverson Ave or via Zoom. Action on this application will be considered at the Regular Meeting of the City Council on Tuesday, February 17, 2026, at 6:30 p.m. in Council Chambers. Anyone wishing to be heard should be present or may be represented by his or her agent at the meeting. The agenda and Zoom link can be found at [www.cityoflaramie.org/agenda](http://www.cityoflaramie.org/agenda) or by calling the City Clerk's Office at 307-721-5220.

/s/Nancy Bartholomew, City Clerk  
Legal Publish: January 28 and February 4, 2026  
# # # #

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**FEBRUARY 3, 2026**

Pre-meetings are held prior to Regular Council meetings for the purpose of discussing items on the consent agenda and assigning introductions of items on the regular agenda.

Pre meeting began at 6:15 pm.

Council present: William Bowling, Jim Fried, Brandon Newman, Erin O'Doherty, Joe Shumway, Melanie Vigil, Micah Richardson, and Sharon Cumbie. Absent: Matt Lockhart.

No request for changes were made. Council made assignments for introductions of regular agenda items.

Council adjourned pre-meeting and recessed at 6:16 pm.

**1. CALL TO ORDER**

Regular Meeting of the City Council was called to order by Mayor Cumbie at 6:30 p.m.

**2. Pledge of Allegiance**

Mayor Cumbie led the Pledge of Allegiance.

**3. Roll Call**

Roll call showed present: William Bowling, Jim Fried, Brandon Newman, Erin O'Doherty, Joe Shumway, Melanie Vigil, Micah Richardson, and Sharon Cumbie. Absent: Matt Lockhart.

City Staff present: Todd Feezer, City Manager; Nancy Bartholomew, City Clerk; Bob Southard, City Attorney; Jenn Wade, Finance and Administrative Services Director; Brooks Webb, Public Works Director; Taun Smith, Assistant Police Chief; and Michael Bork, PRPS Director.

**4. Public Comment on Non-Agenda Items (Aggregate time limit 30 minutes)**

(Limit of 3 minutes per speaker.)

Public comment received from the following:

Samuel Buck.

**5. Consideration of Changes in Agenda and Setting the Agenda**

A. Public Request to Remove a Consent Agenda Item and Place it on the Regular Agenda to Allow for Public Comments (No public comment will be taken during this item. Items will be considered at the discretion of the council. Available in-person and web conferencing.)  
None received.

B. Council Acknowledgement of Requests for Changes to the Agenda (Councilors may request an item be moved from the consent agenda to the regular agenda.)

Not applicable.

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**FEBRUARY 3, 2026**

C. MOTION BY \_\_\_, seconded by \_\_\_, that the following changes to the Agenda be approved:

D. MOTION BY RICHARDSON, seconded by Vigil, that the Agenda be set as submitted.

MOTION CARRIED by voice vote.

**6. PROCLAMATIONS/NOTIFICATIONS/PUBLIC HEARINGS**

**6.A. PROCLAMATIONS & PRESENTATIONS**

**6.B. PUBLIC HEARING**

**6.C. ANNOUNCEMENTS**

Mayor Cumbie announced the pending appointment of Kendra Bull to the Laramie Planning Commission.

Spencer Keturi- Community Financial Report was published this week. A new feature on Open Finance is available at [www.cityoflaramie.org/openfinance](http://www.cityoflaramie.org/openfinance). Includes a list form checkbook.

Todd Feezer- Forge Exchange: Wednesday 10am-1pm, Thursday 2pm -5pm, and Friday 8am- 11am.

**7. Disclosures and/or Conflicts of Interest by City Council Members**

None.

**8. Approval of Consent Agenda**

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor or citizen so requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

MOTION BY RICHARDSON, seconded by Shumway, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

Roll call showed Aye: Bowling, Fried, Newman, O'Doherty, Shumway, Vigil, Richardson, and Cumbie. Nay: None. Absent: Lockhart. MOTION CARRIED.

**9. CONSENT AGENDA**

**9.A. MINUTES: Minutes from the City Council Regular Meeting from January 20, 2026**

**Action:**

that Laramie City Council approve the Minutes from the Regular Meeting and Public Hearing of January 20, 2026.

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**FEBRUARY 3, 2026**

**9.B. MINUTES: Minutes from the Traffic Safety Commission Regular Meeting on November 13, 2025**

**Action:**

that the Laramie City Council acknowledge receipt of the minutes from the Traffic Safety Commission regular meeting on November 13, 2025.

**9.C. MINUTES: Minutes from the Laramie Regional Airport Joint Powers Board Regular Meeting on December 17, 2025**

**Action:**

that the Laramie City Council acknowledge receipt of the minutes from the Laramie Regional Airport Joint Powers Board regular meeting on December 17, 2025.

**9.D. MINUTES: Minutes from the Parks, Tree, and Recreation Advisory Board Regular Meetings on September 10, November 12, and December 10, 2025**

**Action:**

that the Laramie City Council acknowledge receipt of the minutes from the Parks, Tree, and Recreation Advisory Board regular meetings on September 10, November 12, and December 10, 2025.

**9.E. CEMETERY DEEDS: Cemetery Deeds for January 16-31, 2026**

**Action:**

that the Cemetery Deeds for January 16-31, 2026, be accepted, and authorize the Mayor and City Clerk to sign, and have them recorded in the Office of the County Clerk.

**9.F. VOUCHERS: January 2026**

**Action:**

that the following Resolution be adopted: BE IT RESOLVED: that all vouchers approved by the Finance Committee be allowed, warrants drawn on proper City funds in payment thereof, and the vouchers be placed on file in the Treasurer's Office subject to public inspection; and that Council authorize payment for disbursements made before normal City Council approval on the first Tuesday in February, for preauthorized items, including month-end payroll due to employees, payroll withholding remittances, utility charges, telephone charges, employee travel, other employee reimbursements, refunds for City services, sales and use tax remittances, recording fees, Office 365 subscriptions, postage, court appointed attorney fees, jury service payments, court restitution payments, and bond refunds. These expenditures are to be paid subject to audit by the City of Laramie Finance Department.

**9.G. RESOLUTION: Resolution 2026-15, Appointing One Member to the Planning Commission/Board of Adjustment/Board of Appeals/Solar Board of Review**

**Action:**

that the Laramie City Council approve Resolution 2026-15, appointing Kendra Bull to the Planning Commission/Board of Adjustment/Board of Appeals/Solar Board of Review, and authorize the Mayor and City Clerk to sign.

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**FEBRUARY 3, 2026**

**9.H. SCHEDULE MEETINGS:**

**Action:**

that the following meeting be scheduled:

- i. February 10, 2026, 6:00 pm - WORK SESSION: Civic Cents
- ii. March 10, 2026, 6:00 pm - WORK SESSION: Airport Operations

**10. REGULAR AGENDA**

**11. Bid Award for the 2026 Street Rehabilitation Project**

MOTION BY RICHARDSON, seconded by Newman, to award the bid for the 2026 Street Rehabilitation Project to Knife River Corporation in the amount of eight million twenty-three thousand six hundred sixty-nine dollars (\$8,023,669.00) plus a contingency of one million five hundred thousand dollars (\$1,500,000.00), and authorize the Mayor and City Clerk to sign.

No public comment received.

Roll call showed Aye: Bowling, Fried, Newman, O'Doherty, Shumway, Vigil, Richardson, and Cumbie. Nay: None. Absent: Lockhart. MOTION CARRIED.

**12. Original Ordinance No. 2116, Amending Laramie Municipal Code Title 13, Division VII, Chapter 13.80, Related to Surface Water Drainage**

Third and Final Reading. (Introduced by O'Doherty)

MOTION BY O'DOHERTY, seconded by Richardson, that the Laramie City Council approve Original Ordinance No. 2116, on third reading and final reading, amending Laramie Municipal Code Title 13, Division VII, Chapter 13.80, related to Surface Water Drainage, and authorize the Mayor and City Clerk to sign.

MOTION BY O'DOHERTY, seconded by Richardson, to amend section 13.80.070.A.2 to read "The property is exempt under 13.80.020.D."

No public comment received on the amendment.

Roll call on the amendment showed Aye: Bowling, Fried, Newman, O'Doherty, Shumway, Vigil, Richardson, and Cumbie. Nay: None. Absent: Lockhart. MOTION CARRIED.

Public comment received from the following on the main motion:  
Brett Glass.

Roll call on the main motion showed Aye: Bowling, Fried, Newman, O'Doherty, Shumway, Vigil, Richardson, and Cumbie. Nay: None. Absent: Lockhart. MOTION CARRIED.

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL REGULAR MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**FEBRUARY 3, 2026**

**13. Resolution 2026-16, Amending the Appropriations for Fiscal Year 2025-2026 for the City of Laramie, Wyoming for the Replacement of the Ice and Event Center Chiller and Compressors**

MOTION BY FRIED, seconded by Newman, that the City Council approve Resolution 2026-16, amending the appropriations for Fiscal Year 2025-2026 in the amount of five hundred thousand dollars (\$500,000) to fund the needed replacement of the Ice & Event Center chiller and compressors, and authorize the Mayor and City Clerk to sign.

No public comment received.

Roll call showed Aye: Bowling, Fried, Newman, O'Doherty, Shumway, Vigil, Richardson, and Cumbie. Nay: None. Absent: Lockhart. MOTION CARRIED.

**14. Public Comments on Non-Agenda Items**

No public comment received.

**15. Consideration of future Council work session topics**

Cumbie- Nedlog Property Update (Newman)

**16. Adjournment**

MOTION BY O'DOHERTY, seconded by Bowling, to adjourn.

MOTION CARRIED by voice vote.

Council adjourned at 7:16 p.m.

Approved:

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Nancy Bartholomew  
City Clerk

Date

Duly published in the newspaper and posted online at [www.cityoflaramie.org](http://www.cityoflaramie.org) on 11<sup>th</sup> day of February 2026.

# LARAMIE YOUTH COUNCIL

## Minutes- Regular Meeting January 7, 2026, 6:00 pm

### 1. Call to Order

Regular Meeting of the Laramie Youth Council was called to order by Chair Hovhannisyan at 6:04 p.m.

### 2. Roll Call

Roll call showed present: William Alexander, Isaac Kirsch, Carl McLean, Anh Nguyen (arrived at 6:37 pm), Vaiga Ramsanker, Maylin Mejia-Alday, and Eliz Hovhannisyan. Absent: None.

Council Members present: Joe Shumway. Absent: William Bowling and Brandon Newman

Staff present: Nancy Bartholomew, City Clerk; Absent: Todd Feezer, Assistant City Manager.

### 3. Ice Breaker

### 4. Approval of Agenda and Minutes

#### 4.A. Consideration of Changes in Agenda and Setting the Agenda

MOTION BY WILLIAM ALEXANDER, seconded by Carl McLean, that the Agenda be set as submitted.

MOTION CARRIED by voice vote and raised hands.

#### 4.B. Consideration of Approval of Minutes from December 3, 2025

MOTION BY VAIGA RAMSANKAR, seconded by Isaac Kirsch, to approve the minutes from December 3, 2025.

MOTION CARRIED/FAILED by voice vote.

### 5. Announcements

#### 5.A. Wyoming State Legislative Budget Session Begins on February 9, 2026

More information related to the proposed bills and budget can be found at [www.wyoleg.gov](http://www.wyoleg.gov).

Interim Todd Feezer began on Dec. 16. WAM begins February where councilors will be able to meet with legislators.

Storm Water Drainage Fees amendment passed first reading.

Specific Purpose Excise Tax (SPET) will appear in a Special Election on May 5, 2026.

6. Reports from Advisors/Officers

6.A. Finance Report (Secretary)

\$2134.09 starting balance and ending balance

7. Reports from Council/Commissioners Liaisons

Addressed in Item #5.

8. Disclosures by Laramie Youth Council Members

None.

9. Old Business

9.A. Discussion on Meetings Day and Time

Councilor Newman requested to discuss changing the Laramie Youth Council regular meeting days and times. This item was postponed from the December 3, 2025 agenda.

MOTION BY CARL MCCLEAN, seconded by William Alexander, to keep the meeting date, time, and location the same.

MOTION CARRIED by voice vote.

9.B. Work on Mental Health Project

Share with the group progress that has been made on the following:

- Discussion with Principal Fred George about the possibility of holding an I&E Session related to mental health.
- Discuss the timeframe (possibly February or March)
- What resources have you found since our last meeting?
- Discuss questions for the questionnaire:
  - How often have you experienced stress in the past month?
  - What tools do you use to help manage stress and mental health?
    - Provide possible answers and other statements.
- Discuss snacks and giveaways such as stress balls.
- Approve a budget for snacks and giveaways.

Timeframe:

- March 23 Monday Morning/Lunch Table from 7:15am (setup) to 8 am
- March 25 Tele-Hope interactive presentation (emphasize importance of mental health), 20-30 minutes present, 10-minute to recap results from the questionnaire

Eliz talked to Principal Fred George and he liked the idea, but would like to meet and discuss in more detail.

Survey Questions:

---

Question in Survey (idea of what it looks like):

1. How stressed are you on a daily basis?

1 2 3 4 5

2. What is a way/What are some ways you use to cope with stress or relax?

(Short Response, preferably one-two words)

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MOTION BY VAIGA RAMSANKAR, seconded by Carl McLean, to approve the \$65 budget for Mental Health Project.

MOTION CARRIED by voice vote.

10. New Business

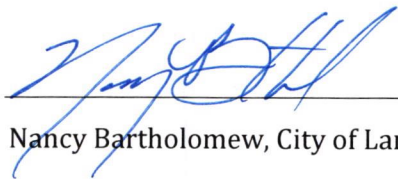
No items.

11. Next Meeting-February 4, 2026, 6:00 pm, City Council Chambers, 406 Ivinson Ave

12. Adjourn

Meeting adjourned at 7:38 p.m.

APPROVED:



Nancy Bartholomew, City of Laramie Advisor

2-4-26

Date

**CITY OF LARAMIE, WYOMING  
POLICE CIVIL SERVICE COMMISSION MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**OCTOBER 8, 2025**

**1. Call to Order**

Meeting of the Police Civil Service Commission was called to order by Commissioner Kenison at 3:15 p.m.

**2. Roll Call**

Roll call showed present: Sharon Cumbie, Justin Scott, and Bob Kenison. Absent: None.

**3. Disclosures by Police Civil Service Board Members**

None.

**4. Consideration of Changes in Agenda and Setting the Agenda**

MOTION BY CUMBIE, seconded by Scott, that the Agenda be set as submitted.

MOTION CARRIED by voice vote.

**5. Announcements**

None.

**6. Updates by Staff**

None.

**7. Police Agenda**

**7.A. Consideration of approval of Police CSC Minutes from July 9, 2025 Regular Meetings**

MOTION BY CUMBIE, seconded by Scott, to approve the Police Civil Service Commission minutes from the July 9, 2025 regular meeting.

MOTION CARRIED by voice vote.

**7.B. Certify the Police Officer Eligibility List from September 12, 2025**

MOTION BY SCOTT, seconded by Cumbie, to certify the Police Officer List from September 12, 2025.

MOTION CARRIED by voice vote.

**7.C. Certify the 911 Emergency Communications Operator Recruit Eligibility List from October 8, 2025**

MOTION BY SCOTT, seconded by Cumbie, to certify the Emergency Communications Operator Recruit Eligibility List from October 8, 2025.

MOTION CARRIED by voice vote.

**CITY OF LARAMIE, WYOMING  
POLICE CIVIL SERVICE COMMISSION MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**OCTOBER 8, 2025**

**8. Public Comments**  
None.


**9. Adjournment**

MOTION BY CUMBIE, seconded by Scott, to adjourn this meeting.

MOTION CARRIED by voice vote.

Police Civil Service Commission adjourned at 3:19 p.m.

Approved:

  
\_\_\_\_\_  
Nancy Bartholomew  
City Clerk

2-4-26  
\_\_\_\_\_  
Date

**CITY OF LARAMIE, WYOMING  
FIRE CIVIL SERVICE COMMISSION MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070**

**OCTOBER 8, 2025**

**1. Call to Order**

Meeting of the Fire Civil Service Commission was called to order by Chairman Kenison at 3:00 p.m.

**2. Roll Call**

Roll call showed present: Sharon Cumbie, Justin Scott, and Bob Kenison. Absent: None.

**3. Disclosures by Fire Civil Service Board Members**

None.

**4. Consideration of Changes in Agenda and Setting the Agenda**

a. MOTION BY CUMBIE, second by Scott, that the following changes to the Agenda be approved: to add Item 7.D. to the Fire Civil Services agenda for Staff Discussion.

MOTION CARRIED by voice vote.

b. MOTION BY CUMBIE, second by Scott, that the Agenda be set as changed.

MOTION CARRIED by voice vote.

**5. Announcements**

None.

**6. Updates by Staff**

None.

**7. Fire Agenda**

**7.A. Consideration of Approval of Fire CSC Minutes from July 9, 2025 Regular Meeting**

MOTION BY SCOTT, seconded by Cumbie, to approve the Fire Civil Service Commission meeting minutes from the July 9, 2025 Regular Meeting.

MOTION CARRIED by voice vote.

**7.B. Introduction of New Training Chief - Shift Commander Jeremy Belaski**

CITY OF LARAMIE, WYOMING  
FIRE CIVIL SERVICE COMMISSION MINUTES  
CITY HALL COUNCIL CHAMBERS, 406 IVINSON AVE, LARAMIE, WY 82070

OCTOBER 8, 2025

**7.C. Authorization of a Makeup Company Officer Promotional Exam Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA)**

MOTION BY SCOTT, seconded by Cumbie, to authorize the makeup of the Company Officer Promotional Exam in pursuit of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

MOTION CARRIED by voice vote.

**7.D. Staff Discussion**

MOTION BY SCOTT, seconded by Cumbie, to approve testing for the Fire Department according to their current list and then also, if necessary, create a new list under the guidelines discussed.

MOTION CARRIED by voice vote.

**8. Public Comments**

None.

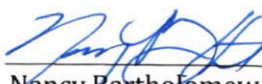
**9. Adjournment**

MOTION BY CUMBIE, seconded by Scott, to adjourn this session.

MOTION CARRIED by voice vote.

Fire Civil Service Commission adjourned at 3:15 p.m.

Approved:

  
\_\_\_\_\_  
Nancy Bartholomew  
City Clerk

2-4-26  
\_\_\_\_\_  
Date

**Laramie Advisory Commission on Disabilities**  
**Zoom and Council Chambers, 5:00pm**  
**November 6, 2025, Regular Meeting Minutes**

**Members Present:** Andre Fecteau, Emmalee Moore, Michaela Rank, Cynthia Smith, Sam Burkett, and Grant Campbell

**Absent Members:** Katie Harmon, Michelle Blakely, and Erica Mones

**Council Liaison:** Erin O’Doherty

**Staff Liaison:** Patti Russell

Andre called meeting to order at 5:02 pm.

- I. Roll Call
- II. Meet new member Grant Campbell
- III. Approval of the Agenda
  - A. Michaela made motion to set the agenda.
  - B. Cynthia seconded.
  - C. Carried with voice vote.
- IV. Public Comments
  - A. None
- V. Announcements
  - A. Sam made an announcement about the Special Olympics dinner tonight at First Christian Church. Erin made an announcement that the LaBonte Park sidewalk is getting fixed and updated to be accessible soon.
- VI. Approval of Minutes
  - A. Michaela made motion to approve minutes.
  - B. Grant seconded.
  - C. Carried with voice vote.
- VII. No Disclosures or Ex Parte or conflicts of interest.
- VIII. OLD BUSINESS
  - A. Laramie Train Depot ADA Access

- i. Andre found out more about the project but still doesn't know if the grant is for help with the new displays.

IX. NEW BUSINESS

A. Review Sub-Committee list and update

- i. Grant signed up to be on three sub-committees: Snow Hazard, Events and March Disability Awareness Month
- ii. Michaela made motion to approve the updates to the sub-committee list, Cynthia seconded and carried with voice vote.

B. Change meeting time

- i. Grant made motion to change the meeting time to 5:30pm, Michaela seconded, carried with voice vote.

- X. Next meeting will be a regular meeting on January 8<sup>th</sup>, 2026.

Adjournment at 5:41 pm.

# CONTRACT FOR CEMETERY DEED AND PERPETUAL CARE

THIS AGREEMENT, made this 23rd day of January, 2026, by and between the City of Laramie, Wyoming ("City") and Stephen Pollard and Shellee Pollard ("Buyer"), with right of survivorship, whose address is 2304 Rainbow Ave., Laramie, Wyoming 82070.

WITNESSETH:

For the consideration mentioned below, the City agrees to sell to the Buyer, and the Buyer agrees to buy the following described real property situated in Greenhill Cemetery, City of Laramie, County of Albany, State of Wyoming, with perpetual care:

Row/Block: Jewish Singles Lot: A Grave Space Number: 1, 2, & 3 Total of (3) Spaces

Subject to the following provisions:

1. The Buyer has examined the property and accepts it in its present condition. There are no representations, covenants, or agreements between the parties concerning the property other than those in this agreement.
2. The City agrees to transfer title to the property to the Buyer by a Quitclaim Cemetery Deed when the Buyer has made all payments due under this Contract. The title shall be transferred subject to all easements, restrictions, or reservations or record in the office of the County Clerk and Ex-Officio Register of Deeds of Albany County. Possession of the property transfers to the Buyer when the Deed is executed.
3. The City agrees to sell the above property and to care perpetually for it, subject to the following provisions:
  - (a) The Buyer agrees to pay to the City \$500.00 (Five Hundred and no/100 Dollars) for 3 Full Size grave spaces, a \$12.00 filing fee, \$500.00 (Five Hundred and no/100 Dollars) for perpetual care, \$350.00 (Three Hundred Fifty and no/100 Dollars) for an advanced Opening and Closing Fee (for Stephen Pollard) for (1) Vault burial, and \$350.00 (Three Hundred Fifty and no/100 Dollars) for an advanced Opening and Closing Fee (for Shellee Pollard) for (1) Vault burial. An additional opening and closing fee will be charged at the time of burial if the burial occurs outside of normal Cemetery business hours.
  - (b) The City acknowledges the receipt of \$1,712.00 (One Thousand Seven Hundred Twelve and no/100 Dollars).
4. The parties understand that the perpetual care begins when this Agreement is executed and that the perpetual care consists of the following: planting, watering, and mowing grass; destroying weeds; maintaining lawn grade; and leveling small stones and markers. The parties understand that the City shall not maintain curbs or items placed or planted on the burial space by the owners.
5. The Buyer understands that no burial shall be allowed in a burial space until a Contract has been executed for a cemetery deed and perpetual care or a Deed has been obtained and a Perpetual Care Agreement has been executed and the full amount due under the Contract or Agreement for the grave space, the opening and closing fee, and the perpetual care has been paid.
6. The parties agree that this Agreement is subject to and controlled by the City ordinances.
7. The Buyer understands that he/she cannot transfer this lot without the written consent of the City, which consent shall not be unreasonably withheld.
8. The heirs, personal representatives, successors, and assigns of the respective parties are bound by this Agreement.
9. The Buyer agrees to pay court costs and reasonable attorneys' fees incurred by the City due to a default of the Buyer.

WITNESS OUR HANDS the day and year first written above.

BUYER(S):

By:

Stephen Pollard

By:

Shellee Pollard

CITY OF LARAMIE

By:

City Manager

By:

Sexton

Receipt #284073

**QUITCLAIM DEED TO LOT  
IN LARAMIE CITY CEMETERY**

The City of Laramie, a municipal corporation in the County of Albany, State of Wyoming, Grantor, for the consideration of \$500.00 in hand paid, hereby CONVEYS and QUITCLAIMS to Stephen Pollard and Shellee Pollard, Grantees, whose address is 2304 Rainbow Ave., Laramie, Wyoming 82070, Jewish Singles, Lot A, Spaces 1, 2, & 3, in the Laramie City Cemetery, Albany County, Wyoming as that property is laid down and described in the plat of the Cemetery now on file and duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Albany County, for the sole purpose of interment under the regulations and ordinances of the City Council of the City of Laramie.

Grantee understands that no transfer or assignment of the above-described property is valid without the prior written consent of the City, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:  
(Seal)

THE CITY OF LARAMIE, WYOMING

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF ALBANY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for Albany County, Wyoming, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me, who, being duly sworn by me, did each say that \_\_\_\_\_ is the duly qualified and acting Mayor, and \_\_\_\_\_ is the duly qualified and acting Clerk of the City of Laramie, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of that corporation; and that the instrument was signed and sealed on behalf of that corporation by authority of the City Council of the City of Laramie. \_\_\_\_\_ and \_\_\_\_\_ duly acknowledged that they each had in their official capacities executed the foregoing deed as the act of the corporation for the consideration and purposes mentioned in the deed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires:

# CONTRACT FOR CEMETERY DEED AND PERPETUAL CARE

THIS AGREEMENT, made this 16th day of January, 2025, by and between the City of Laramie, Wyoming ("City") and Toni Lehtinen and Ralph Lehtinen ("Buyer"), with right of survivorship, whose address is 147 Sager Circle, Harvest, Alabama 35749.

WITNESSETH:

For the consideration mentioned below, the City agrees to sell to the Buyer, and the Buyer agrees to buy the following described real property situated in Greenhill Cemetery, City of Laramie, County of Albany, State of Wyoming, with perpetual care:

Row/Block: D Lot: 14 Grave Space Number: 4 Total of (1) Ash Space

Subject to the following provisions:


1. The Buyer has examined the property and accepts it in its present condition. There are no representations, covenants, or agreements between the parties concerning the property other than those in this agreement.
2. The City agrees to transfer title to the property to the Buyer by a Quitclaim Cemetery Deed when the Buyer has made all payments due under this Contract. The title shall be transferred subject to all easements, restrictions, or reservations or record in the office of the County Clerk and Ex-Officio Register of Deeds of Albany County. Possession of the property transfers to the Buyer when the Deed is executed.
3. The City agrees to sell the above property and to care perpetually for it, subject to the following provisions:
  - (a) The Buyer agrees to pay to the City \$100.00 (One Hundred and no/100 Dollars) for 1 Ash Size grave space, a \$12.00 filing fee, \$100.00 (One Hundred and no/100 Dollars) for perpetual care, and \$100.00 (One Hundred and no/100 Dollars) for the Opening and Closing fee for (1) Ash burial (for Felipe David Lehtinen).
  - (b) The City acknowledges the receipt of \$312.00 (Three Hundred Twelve and no/100 Dollars).
4. The parties understand that the perpetual care begins when this Agreement is executed and that the perpetual care consists of the following: planting, watering, and mowing grass; destroying weeds; maintaining lawn grade; and leveling small stones and markers. The parties understand that the City shall not maintain curbs or items placed or planted on the burial space by the owners.
5. The Buyer understands that no burial shall be allowed in a burial space until a Contract has been executed for a cemetery deed and perpetual care or a Deed has been obtained and a Perpetual Care Agreement has been executed and the full amount due under the Contract or Agreement for the grave space, the opening and closing fee, and the perpetual care has been paid.
6. The parties agree that this Agreement is subject to and controlled by the City ordinances.
7. The Buyer understands that he/she cannot transfer this lot without the written consent of the City, which consent shall not be unreasonably withheld.
8. The heirs, personal representatives, successors, and assigns of the respective parties are bound by this Agreement.
9. The Buyer agrees to pay court costs and reasonable attorneys' fees incurred by the City due to a default of the Buyer.

WITNESS OUR HANDS the day and year first written above.

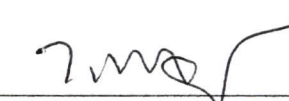
BUYER(S):

CITY OF LARAMIE

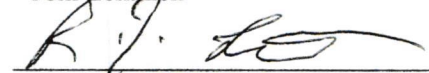
By:

  
Toni Lehtinen

By:

  
City Manager

By:

  
Ralph Lehtinen

By:

  
Sexton

Receipt #2830392

**QUITCLAIM DEED TO LOT  
IN LARAMIE CITY CEMETERY**

The City of Laramie, a municipal corporation in the County of Albany, State of Wyoming, Grantor, for the consideration of \$100.00 in hand paid, hereby CONVEYS and QUITCLAIMS to Toni Lehtinen and Ralph Lehtinen, Grantees, whose address is 147 Sager Circle, Harvest, Alabama 35749, Row D, Lot 14, Space 4, in the Laramie City Cemetery, Albany County, Wyoming as that property is laid down and described in the plat of the Cemetery now on file and duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Albany County, for the sole purpose of interment under the regulations and ordinances of the City Council of the City of Laramie.

Grantee understands that no transfer or assignment of the above-described property is valid without the prior written consent of the City, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:  
(Seal)

THE CITY OF LARAMIE, WYOMING

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor


STATE OF WYOMING     )  
  ) ss.  
COUNTY OF ALBANY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for Albany County, Wyoming, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me, who, being duly sworn by me, did each say that \_\_\_\_\_ is the duly qualified and acting Mayor, and \_\_\_\_\_ is the duly qualified and acting Clerk of the City of Laramie, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of that corporation; and that the instrument was signed and sealed on behalf of that corporation by authority of the City Council of the City of Laramie. \_\_\_\_\_ and \_\_\_\_\_ duly acknowledged that they each had in their official capacities executed the foregoing deed as the act of the corporation for the consideration and purposes mentioned in the deed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_  
Notary Public

	<p><b>Agenda Item:</b> Licensing</p> <p><b>Title:</b> LICENSE: Temporary Use of a Laramie County Retail Liquor License within City Limits for DeLancey Enterprises, LLC for the UW Rodeo Gala at the Marian Rochelle Gateway Center on March 7, 2026</p>
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**Recommended Council Motion:**

I move that the Laramie City Council approve temporary use of a Laramie County Retail Liquor License within city limits for DeLancey Enterprises, LLC for the UW Rodeo Gala at the Marian Rochelle Gateway Center on March 7, 2026.

---

**Administrative or Policy Goal:**

To fulfill the legal requirements of the Wyoming State Liquor Laws in Wyoming State Statute 12-4-502(d).

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**Background:**

The City Clerk’s Office received the attached Alcohol Catering Permit application from Delancey Enterprises, LLC requesting to secure permission to temporarily relocate their Laramie County liquor license within city limits. DeLancey Enterprises, LLC will be catering the UW Rodeo Gala at the Marian Rochelle Gateway Center at 222 S 22<sup>nd</sup> Street on March 7, 2026, from 5:30 pm - 11:00 pm.

The Clerk’s office and city departments have approved the event and alcohol application. The Laramie County Clerk’s office has provided a letter of permission for the temporary use.

---

**Legal/Statutory Authority:**

As per Wyoming State Statute 12-4-502(d) “. . . Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction that to which application is made, shall secure the written approval of the licensing authority of the jurisdiction in which the licensed premises are located prior to filing an application for a permit.”

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**Budget/Fiscal Information:**

**Revenue: \$100.00**

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**Responsible Staff:**

Nancy Bartholomew, City Clerk,  
[clerk@cityoflaramie.org](mailto:clerk@cityoflaramie.org)  
(307) 721-5220

---

**Attachments:**

CATR-26-01-29-0211 DeLancey Ent. App 2-10-26  
Laramie County Letter of Permission- DeLancey 2-17-26



## PERMIT SNAPSHOT REPORT CATR-26-01-29-0211 FOR CITY OF LARAMIE

<b>Permit Type:</b> Alcohol Catering Permits	<b>Project:</b>	<b>App Date:</b> 01/29/2026
<b>Work Class:</b> Alcohol Catering Public Property	<b>District:</b> Limited Manufacturing	<b>Exp Date:</b> NOT AVAILABLE
<b>Status:</b> Fees Paid	<b>Square Feet:</b> 0.00	<b>Completed:</b> NOT COMPLETED
<b>Valuation:</b> \$0.00	<b>Assigned To:</b> Shoefelt, Ryan	<b>Approval Expire Date:</b>
<b>Description:</b> UW Rodeo Gala		

<b>Parcel:</b> 16733430040000	<b>Main Address:</b> 222 S 22Nd St Laramie, WY 82072	<b>Main Zone:</b> B2(Business District) B1(Limited Business District) R3(Multi-Family District)
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<b>Business/Organization</b> DeLancey Enterprises LLC Cindy DeLancey	<b>Applicant</b> DeLancey Enterprises LLC Cindy DeLancey
<b>Business:</b> [REDACTED]	<b>Business:</b> [REDACTED]

### Permit Custom Fields

<b>Late Submission Reason</b>	<b>Event Name</b> UW Rodeo Gala	<b>Event Description</b> Fundraiser for the UW Rodeo Team
<b>Event and Bar Location</b> UW Gateway Center Legacy Hall and Fireplace	<b>Start and End Date/Time for Each Day of the Event</b> 3/7/2026 5:30 - 11:00pm	<b>Date/Cleanup Time for pm Each Day of the Event</b> 3/7/2026 11:30
<b>Number of Days</b> 1	<b>List the dates/times of pm alcohol service.</b> 3/7/2026 5:30-11:00	<b>What types of alcohol will you be serving?</b> Alcoholic Beverages (Wine, Spirits, etc.), Malt Beverages (Beer Wine Coolers)
<b># of Attendees</b> 500	<b># of Estimated Vehicles</b> 100	<b>Event Supervisor Name and Phone Number</b> David DeLancey [REDACTED]
<b>Do you need a noise permit?</b> No	<b>Event Sound Equipment</b> No	<b>Will vendors be present at the event?</b> No
<b>Is the Police Department needed at the event?</b> No	<b>If yes, please describe.</b>	<b>Will you have food service?</b> No
<b>Will you have tents or inflatables?</b> No	<b>Tent or Inflatable Dimensions</b>	<b>Property Owner Permission Answer</b> Yes
<b>Who will be attending this event?</b> Ticket Holders Only	<b>How did you publicize this event?</b> Invitation	<b>Will minors be allowed at this event?</b> Yes
<b>Describe preventing minors from consuming alcohol.</b> Handstamps or wristbands for 21+, Minors will not be permitted within service area. , TIPS trained servers will check ids	<b>Do you have TIPS trained servers?</b> Yes	<b>Who will be checking IDs before alcohol service?</b> TIPS trained bartenders
<b>Consumption Area Answer</b> Signs stating "No Alcohol Beyond This Point" , Staff supervising and informing guests	<b>If other, please describe.</b>	<b>Additional Information (Maximum 50 Characters)</b>
<b>Date/Setup Time for Each Day of the Event</b> 3/7/2026 3:30 pm		

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Cindy_DeLancey_1/30/2026.jpg	01/29/2026 21:12	DeLancey, Cindy		Uploaded via CSS
rodeo_v1.pdf	01/30/2026 8:49	Shoefelt, Ryan		

## PERMIT SNAPSHOT REPORT (CATR-26-01-29-0211)

3.6.26 Rodeo Gala - Auth(1).pdf	01/30/2026 10:58	Shoefelt, Ryan
CD License_v1.jpg	01/30/2026 10:58	DeLancey, Cindy Available Online

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00006516	CC - Alcohol Catering Permit	\$100.00	\$100.00
Total for Invoice INV-00006516		\$100.00	\$100.00
<b>Grand Total for Permit</b>		<b>\$100.00</b>	<b>\$100.00</b>

Submittal Name	Status	Received Date	Due Date	Complete Date	Resubmit	Completed
Alcohol Permit Review v.1	Approved	02/04/2026	02/11/2026	02/09/2026	No	Yes

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
City Clerk	City Clerk		Approved	02/04/2026	02/11/2026	02/04/2026

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Fire Prevention	Fire	Schleicher, Justin	Approved	02/04/2026	02/11/2026	02/05/2026

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Police	Police		Approved	02/04/2026	02/11/2026	02/06/2026

- Comments:** - Check identification. The use of identification wrist bands will be appropriate in some situations.
- Restrict alcohol sales and consumption to a designated location.
  - Limit number of servings per person per purchase to: 2
  - No sales or deliveries to obviously intoxicated individuals.
  - Offer non-alcoholic drinks as prominently as alcoholic drinks.
  - Require alcohol awareness training for all alcohol servers.
  - Restrict age of servers. (21 as per state law)
  - Manager on duty at all times.
  - Employees and security shall not drink on the job.
  - Mandatory staff meeting to explain policies and procedures. (these requirements)
  - Warning signs discouraging underage drinking and drinking and driving must be displayed within the designated area.
  - Permit area to be posted, example "Open Container area" "No Alcohol beyond this point"
  - Final permit as well as these requirements must be prominently posted in permit area.
  - Advise University of Wyoming Police Department of event

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Risk Management	Risk Management	Russell , Patti	Approved	02/04/2026	02/25/2026	02/06/2026

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
City Managers Office	City Managers Office	Bartholomew, Nancy	Approved	02/06/2026	02/11/2026	02/09/2026

Workflow Step / Action Name	Action Type	Start Date	End Date
<b>Application Completeness Check v.1</b>		01/30/2026 11:03	01/30/2026 11:03
Confirm application complete v.1	Generic Action		01/30/2026 11:03
<b>Invoice Fees v.1</b>		01/30/2026 11:03	02/04/2026 9:52
Issue Invoice v.1	Generic Action		01/30/2026 11:03
Verify Fees Paid v.1	Generic Action		02/04/2026 9:52
<b>Review v.1</b>		02/04/2026 0:00	02/09/2026 14:22
Alcohol Permit Review v.1	Receive Submittal	02/04/2026 0:00	02/09/2026 14:22
	Generic Action		



## LARAMIE COUNTY CLERK

Debra K. Lee

Sent via email: Clerk@ci.laramie.wy.us

February 10, 2026

Attn: Deputy Clerk Ryan Shoefelt  
City of Laramie  
P.O. Box C  
Laramie, WY 82070

RE: DeLancey Enterprises, LLC, dba Hell on Wheels Package Liquors

Dear Deputy Clerk Shoefelt,

Pursuant to Wyoming Statue 12-4-502 (d), please consider this letter written approval from the Laramie County Clerk's office for a county retail liquor licensee known as DeLancey Enterprises, LLC, dba Hell on Wheels Package Liquors, 1806 Torrington Rd. Cheyenne, WY, to apply for a city catering permit.

The permits will be used at the following location, and date:

**Location of the Events:** UW Gateway Center  
222 S. 22nd St  
Laramie, WY 82070

**Dates Event:** Saturday, March 7, 2026, from 5:30 pm until 11 pm

**Name Event:** UW Rodeo Gala

Sincerely,

Steven Dale Davis  
Laramie County Chief Deputy

pc: File



**Agenda Item:** Licensing  
**Title:** LICENSE: Temporary Use of a City of Laramie Retail Liquor License No. 4 for Hensley Property Holdings, LLC dba Roxie’s on Grand in Albany County for the UW Rodeo at the Hanson Arena, April 24-26, 2026

**Recommended Council Motion:**

I move that the Laramie City Council approve the temporary use of a City of Laramie Retail Liquor License No. 4 for Hensley Property Holdings, LLC dba Roxie’s on Grand in Albany County for the UW Rodeo at the Hanson Arena, April 24-26, 2026, contingent upon the approval of the Albany County Commissioners.

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**Administrative or Policy Goal:**

To fulfill the legal requirements of the Wyoming State Liquor Laws in Wyoming State Statute 12-4-502(d).

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**Background:**

The City Clerk’s Office received the attached Alcohol Catering Permit application from the Albany County Clerk’s office for a request from Hensley Property Holdings, LLC dba Roxie’s on Grand requesting to secure permission to temporarily relocate their City of Laramie liquor license within Albany County. Hensley Property Holdings, LLC will be catering the UW Rodeo at the Hanson Arena at 470 WY 230 on April 24, 6:30 pm; April 25, 6:30 pm; and April 26, 11:00 am.

The Clerk’s office and city departments have approved the event and alcohol application. The Albany County Commissioners will approve the temporary use on February 17, 2026.

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**Legal/Statutory Authority:**

As per Wyoming State Statute 12-4-502(d) “. . . Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction that to which application is made, shall secure the written approval of the licensing authority of the jurisdiction in which the licensed premises are located prior to filing an application for a permit.”

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**Budget/Fiscal Information:**

**Revenue: \$0.00**

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**Responsible Staff:**

Nancy Bartholomew, City Clerk,  
[clerk@cityoflaramie.org](mailto:clerk@cityoflaramie.org)  
(307) 721-5220

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**Attachments:**

Catering Permit for Roxie's on Grand for the UW Rodeo 2-17-26



**24-HOUR/DAILY ALCOHOL BEVERAGE SALES PERMIT**

Applicant: Hensley Property Holdings 2026 JUN 29 AM 11:21

Business/Trade Name (DBA): Roxies on Grand

Address: [Redacted] Laramie, WY 82073

Phone: [Redacted] Email Address: [Redacted]

# 3 Day(s) at \$50 /Day Total Permit Fee: \$ 150.00 (non-refundable)

Event Name/Purpose: UW Rodeo ~~to~~ alcohol sales

Event Date/Time/Location: 4/24 6:30 pm; 4/25 6:30 pm; 4/26 11:00 am; Hansen Arena 470 WY-230 Laramie, WY 82070

<input type="checkbox"/> <b>MALT BEVERAGE PERMIT</b> (W.S. §12-4-502(a)/W.S. §12-2-201(b))  Malt beverage permit applicants receiving anything of value; i.e. money, goods and or services from any industry representative must answer the following:  Nonprofit corporation under the laws of Wyoming? <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt Organization under the Internal Revenue Code? <input type="checkbox"/> Yes <input type="checkbox"/> No And has the applicant been in continuous operation for not less than two (2) years? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> <b>CATERING PERMIT</b> (W.S. §12-4-502(b))  For currently licensed Retail or Resort license holders only	<input type="checkbox"/> <b>MANUFACTURER'S OFF-PREMISE PERMIT</b> (W.S. §12-2-203(g)(ii))  For the sale of the manufacturer's own Wyoming manufactured products only  <input type="checkbox"/> <b>MALT BEVERAGE PERMIT FOR MICROBREWERIES</b> (W.S. §12-4-415(e))  For the sale of the microbrewery's own Wyoming brewed products only  <input type="checkbox"/> <b>WINERY OFF-PREMISE PERMIT</b> (W.S. §12-4-414(g))  For the sale of the winery's own Wyoming manufactured products only
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If licensed within another jurisdiction, I affirm by checking this box that I have secured written approval of the licensing authority of that jurisdiction prior to filing this permit application. (w.s. 12-4-502(d))


By filing this application, the applicant and their representatives agree to sell alcoholic beverages and operate under the requirements of all applicable state and local laws and rules, and submit any required sales tax and reports.

Under penalty of perjury and the possible revocation or cancellation of the permit, I swear the above stated facts are true and accurate.

[Signature]  
Applicant Signature

William Hensley  
Printed Name

01 / 29 / 2026  
Date

	<p><b>Agenda Item:</b> Memorandum of Understanding</p> <p><b>Title:</b> Memorandum of Understanding with Albany County for Victim Witness Services</p>
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**Recommended Council Motion:**

I move to approve the Memorandum of Understanding between the City and Albany County for Victim Witness Services for 2026-2027 and authorize an expenditure of \$50,000 pursuant to the MOU, and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

Ensuring that victims and witnesses associated with crimes prosecuted through Laramie Municipal Court will continue to receive services from the Crime Victim Witness program.

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**Background:**

This MOU continues the arrangement whereby the County-administered Crime Victim Witness (CVW) program provides services to victims of and witnesses to crimes prosecuted in Municipal Court. CVW assists victims by assisting the Court in assessing just restitution for victims, and keeping victims informed of the status and proceedings in their case. CVW also assists in scheduling and coordinating witness testimony.

These services are mandated by statute, administered by the County (for all courts, not just Municipal Court), and funded primarily by grants from the federal Victim of Crime Act. Some expenses of the program are not covered by grants, and the City has always contributed its share of those uncovered expenses.

The County Commissioners have approved this MOU.

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**Budget Information:**

This MOU requires a \$50,000 contribution from the City. This is the same amount as last year’s MOU.

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**Responsible Staff:**

Robert Southard, City Attorney

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**Attachments:**

FY27 CVW MOU with CoL for Victim Witness Services  
FY27 CVW MOU – Attachment A

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS OF ALBANY COUNTY, WYOMING, BY AND  
THROUGH THE ALBANY COUNTY & PROSECUTING ATTORNEY’S OFFICE, AND  
THE CITY OF LARAMIE, WYOMING FOR VICTIM WITNESS SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) is made effective the 1<sup>st</sup> day of July 2026, by and between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as “County”), by and through the Albany County Attorney’s Office (hereinafter referred to as “ACAO”) whose address is 525 Grand Avenue, Suite 100, Laramie, Wyoming 82070 and the City of Laramie, a Wyoming municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box C, Laramie, Wyoming 82073, and hereinafter collectively referred to as “Parties.”

**IN CONSIDERATION** of the matters described below and of the mutual benefits and obligations set forth in this MOU the Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Victim Witness Program of the ACAO (“Victim Witness Program”) will provide services to victims and witnesses of all crimes charged in City Municipal Court and prosecuted by the City Prosecutor, pursuant to Wyo. Stat. § 1-40-201 through Wyo. Stat § 1-40-210 (“Services”).

2. **Term of Contract.** The term of this MOU from July 1, 2026 through June 31, 2027 unless this MOU is otherwise terminated pursuant to the terms herein.

3. **Payment.** By September 30, 2026, City agrees to pay County the sum of fifty thousand dollars (\$50,000.00) for services described herein.

4. **Responsibilities of ACAO and City Prosecutor.**

4.1. The Albany County & Prosecuting Attorney shall authorize the Victim Witness Program to assign Victim Witness Coordinators to provide the Services to the City Prosecutor to the extent the request does not entirely deplete the resources of available Victim Witness Coordinators to respond and provide services to victims/witnesses of crimes charged into the Albany County District Court, Albany Circuit Court, and Albany County Juvenile Court of the Second Judicial District unless specifically authorized to do so by the Albany County & Prosecuting Attorney. The Albany County & Prosecuting Attorney agrees to notify the City Prosecutor of any significant staff changes with the Victim Witness Program which results in Victim Witness Coordinators being unavailable to provide Services under this MOU. If the Albany County & Prosecuting Attorney determines that the Victim Witness Program is unable to provide the assigned Victim Witness Coordinators as contemplated herein for a substantial period of time, the Parties shall, in good faith, negotiate a resolution.

4.2. Victim Witness Program shall determine which Victim Witness Coordinators will be assigned to a victim/witness of a crime charged into the City Municipal Court and prosecuted by the City Prosecutor. The City Prosecutor may consult with the Victim Witness Program relating to assignment of the coordinators designated herein, however, the Victim Witness Program shall have absolute discretion to appoint coordinators to a victim/witness of

crime served by the Victim Witness Program, as it determines appropriate. Coordinators with the Victim Witness Program who are assigned and performing duties pursuant to this MOU are subject to the direction and control of Albany County & Prosecuting Attorney. Nothing in this MOU shall be interpreted to authorize any coordinator of the Victim Witness Program to exercise any power that it is not authorized to exercise.

**4.3.** City Prosecutor or their staff shall communicate with Victim Witness Coordinators on a regular basis to provide information and updates on criminal cases to assist the Victim Witness Coordinators in providing the Services as outlined in Paragraph 5 herein.

**4.4.** Victim Witness Program, its staff, and Victim Witness Coordinators agree to maintain confidentiality as to law enforcement reports received by Victim Witness Coordinators from L.A.R.C. and any providing agency, except where allowed by law to be disseminated to assist victims of misdemeanor and traffic cases seeking compensation, or in the instance where dissemination of information is detrimental to the investigation, case, or safety of victims and witnesses, as authorized by the City Prosecutor.

**4.5.** All information or documentation provided to the Victim Witness Program, its staff, and Victim Witness Coordinators by the City Prosecutor relating to victims/witnesses of crimes being served by the Victim Witness Program, and in the prosecution of the underlying criminal case, is confidential and attorney client privileged. This includes all information/documentation, email transmissions, and verbal communications received by Victim Witness Coordinators from the City Prosecutor. Further, the Victim Witness Program shall be responsible for the internal security and safekeeping of such confidential information. Victim Witness Program, its staff, and Victim Witness Coordinators may not discuss or disclose any of this confidential information/documentation in any manner at any time with any person not entitled to have access. This shall include, but not be limited to, family members, spouse, friends, fellow employees not involved in the case, etc. If at any time there are questions about who may have access to such information, the Victim Witness Program, its staff, and Victim Witness Coordinators shall seek clarification from City Attorney.

**4.6.** The Albany County & Prosecuting Attorney agrees to provide the City Prosecutor and their staff access to the ACAO's case management system, if any, for the purpose of assisting the Victim Witness Program to perform its Services as outlined in Paragraph 5 herein.

**4.7.** The Victim Witness Program will obtain recent police reports from Laramie Police Department and Albany County Sheriff's Office from Tyler Technologies New World system and reports prior to the 2020 conversion date from the HTE Superion NaviLine System. Police reports from the University of Wyoming Police Department will be obtained from the City Prosecutor.

**5. Services of Victim Witness Program.** Subject to Section 4, the Victim Witness Coordinators of the Victim Witness Program shall provide the City Prosecutor with the Services outlined in Attachment A's Scope of Services.

## 6. General Provisions

6.1. Amendments. Either 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.

6.2. 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 jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District of Albany County, Wyoming.

6.3. Liability. Victim Witness Coordinators acting under this MOU shall be deemed to be acting within the scope of their duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program or commercial insurance, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned Victim Witness Coordinators while in the performance of their duties under City and/or Victim Witness Program shall also apply to them when acting pursuant to this MOU.

6.4. Termination. Either party upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the address listed above.

6.5. Indemnification. Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

6.6. 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 either party may renegotiate the terms affected by the severance.

6.7. Sovereign Immunity. The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

6.8. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

6.9. Other Interagency MOUs. All partners to this MOU acknowledge that this MOU does not preclude or preempt each of the agencies individually entering into an MOU with

one or more partners to this MOU or other partners outside of this MOU. Such MOUs shall not nullify the force and effect of this MOU.

**6.10. Entirety of MOU.** This MOU consisting of five (5) pages and Attachment A consisting of two (2) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and MOUs, whether written or oral, including but not limited to that certain.

**[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the County has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk the day and year corresponding to their signatures below.

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:**

By: \_\_\_\_\_  
Terri Jones, Chairperson

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Kayla White, County Clerk

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Sharon Cumbie, Mayor and President of the  
City Council

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Nancy Bartholomew, City Clerk

\_\_\_\_\_  
Date

**CITY OF LARAMIE ATTORNEY'S OFFICE**

\_\_\_\_\_  
Robert Southard, City Attorney

\_\_\_\_\_  
Date

**ALBANY COUNTY ATTORNEY'S OFFICE**

By: \_\_\_\_\_  
E. Kurt Britzius, Albany County &  
Prosecuting Attorney

\_\_\_\_\_  
Date

## ATTACHMENT A SCOPE OF SERVICES

As advised by the City Attorney's Office or ordered by the Laramie Municipal Court, prepare victim impact statements, including claim for restitution, if any, on all cases involving victims of crimes charged in City Municipal Court. Victim Witness Program will submit the victim impact statements and claim for restitution to the City Municipal Court giving as much time for review as possible prior to the date of the bench trial, written plea deadline or sentencing. Unless there is an unforeseen circumstance, statements will be submitted no less than five (5) business days before trial or a change of plea hearing. The Victim Witness Program will not release the information to anyone else, other than the victim, if requested.

Victim Witness Program plans to attend Laramie Municipal Court arraignments regularly. The City Prosecutor will notify the Victim Witness Program when their appearance is not needed. Victim Witness Program will appear for Laramie Municipal Court bench trials, jury trials, and sentencings that include a claim for restitution and/or the appearance of a victim. Victim Witness Program will attend court proceedings in person or virtually determined by victim attendance. The City Attorney's Office may also request assistance from the Victim Witness Program for any court setting that involves the appearance of a witness.

On a weekly basis, Victim Witness Program will email the list of currently active Laramie Municipal Court cases, with victim impact statement deadlines and current status of restitution requests, to the City Prosecutor and Legal Assistant.

Schedule and attend all meetings between City Attorney's Office and victims or witnesses of crimes being served by the Victim Witness Program, or at the request of the City Attorney's Office, relating to all matters involving the criminal case.

As advised by the City Attorney's Office, notify victims and witnesses of crimes served by the Victim Witness Program of the prosecution process, and all Court proceedings as well as attend all Court proceedings involving victims and witnesses of crimes served by the Victim Witness Program, or at the request of the City Attorney's Office, to ensure that victims' and witness' rights are upheld.

Serve as the central point of contact for victims and witnesses of crimes served by the Victim Witness Program as to the status of a criminal case and provide orientation to the criminal justice process.

Notify the victims and witnesses being served by the Victim Witness Program of their legal rights under the Victim and Witness Bill of Rights Act as outlined in Wyo. Stat. § 1-40-201 et seq. Specifically, the Victim Witness Program agrees to notify victims and witnesses of crimes served by the Victim Witness Program in writing, on behalf of the City Prosecutor, about those rights as outlined in Wyo. Stat. § 1-40-203(b) and to assist victims witnesses of crimes served by the Victim Witness Program in accordance with applicable Federal and State law, Wyo. Stat. § 1-40-201 et seq., Rules and Regulations of the Division of Victim Services (DVS), and DVS approved Victim Witness Program protocols and policies.


Assist all victims of crimes being served by the Victim Witness Program, when applicable, in applying for the Wyoming Crime Victim Compensation Program.

Advise victims and witnesses of crimes being served by the Victim Witness Program in registering with the Department of Corrections and/or the Albany County Sheriff's Office to be notified of post-conviction status for defendants in their case, in compliance with Wyo. Stat. § 1-40-204.

Refer all victims and witnesses of domestic violence or sexual assault crimes served by the Victim Witness Program to SAFE Project.

As needed, refer victims and witnesses being served by the Victim Witness Program to community and social resources.

Facilitate the return of evidence of a crime to all victims and witnesses being served by the Victim Witness Program.

	<p><b>Agenda Item:</b> Memorandum of Understanding</p> <p><b>Title:</b> MOU: Memorandum of Understanding between the City of Laramie, Wyoming, and the Laramie Police Department Foundation.</p>
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**Recommended Council Motion:**

I move that the Laramie City Council approve the Memorandum of Understanding between the City of Laramie, Wyoming, and the Laramie Police Department Foundation, and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

*Department Objectives:* To work collaboratively with the community and the Laramie Police Foundation to enhance youth engagement with Laramie Police officers, fostering trust, transparency, and open communication.

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**Background:**

The Laramie Police Foundation Board was established to support the Laramie Police Department through community partnerships, fundraising, and youth advocacy programs that enhance public safety and officer wellness. Formed by community members with a shared commitment to service, the Board provides a structured way for residents and local businesses to invest directly in initiatives that benefit both officers and the youth of our community.

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**Legal/Statutory Authority:**

Reviewed by the City Attorney.

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**Responsible Staff:**

Brian Browne, Chief of Police  
Email: [bbrowne@cityoflaramie.org](mailto:bbrowne@cityoflaramie.org)  
Phone: 307-721-3552

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**Attachments:**

MOU - LPD LPDF - Final

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LARAMIE, LARAMIE, WYOMING, AND THE LARAMIE POLICE  
DEPARTMENT FOUNDATION**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made effective upon date of signatures between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is City Hall, 406 Iverson Street, Laramie, Wyoming 82070 and the Laramie Police Department Foundation, a Wyoming nonprofit corporation (hereinafter referred to as "Foundation"), whose address is PO Box 1734, Laramie, WY 82073 and hereinafter collectively referred to as the "Party" or "Parties."

**RECITALS**

**WHEREAS**, the Laramie Police Department Foundation (the "Foundation") is a nonprofit organization established to support the mission, programs, and personnel of the Laramie Police Department through charitable fundraising, community partnerships, and public engagement;

**WHEREAS**, the City of Laramie recognizes the value of public-private partnerships that enhance public safety, officer wellness, training, and community trust, and seeks to encourage supplemental support consistent with City policies and applicable law;

**WHEREAS**, the City of Laramie and the Laramie Police Department Foundation desire to establish a clear framework for cooperation, transparency, and accountability in support of public safety and community wellbeing.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, it is understood and agreed by and between the parties as follows:

**1. Purpose.** The purpose of this Memorandum of Understanding is to establish a clear and transparent framework for cooperation between the City of Laramie and the Laramie Police Department Foundation, ensuring that charitable support supplements public safety efforts while preserving the City's exclusive authority over law enforcement operations and maintaining public trust. The Parties acknowledge that, from time to time, they may enter into separate memoranda of understanding or written agreements governing specific events, programs, or initiatives supported by the Foundation (each an "Event-Specific MOU"). In the event of any conflict between this MOU and an Event-Specific MOU, the terms of the applicable Event-Specific MOU shall control with respect to that event or program.

**2. Term.** This Memorandum of Understanding shall become effective upon execution and shall remain in effect until modified or terminated by mutual written agreement of the parties, or terminated by either party in accordance with the termination provisions of this Agreement.

**3. Responsibilities of Parties.** The City of Laramie and the Laramie Police Foundation (“Foundation”) agree to cooperate in good faith to support programs, initiatives, equipment, training, and community-focused efforts that enhance public safety and align with the mission of the Laramie Police Department (“LPD”), subject to the terms of this MOU. The Parties agree that the LPD Chief of Police, or designee, will serve as a liaison to the Foundation. The Foundation agrees to designate a Foundation Liaison to coordinate with LPD’s representative. The Parties agree to cooperate and make reasonable efforts to prioritize staff coordination and resources necessary to ensure the effective implementation of activities supported under this MOU.

**4. Responsibilities of the City of Laramie.** The City of Laramie shall retain sole authority over all law enforcement operations, policies, procedures, and enforcement decisions of the Laramie Police Department. The Chief of Police or designee shall review and approve any proposed Foundation-supported programs, purchases, or initiatives prior to implementation. The City shall manage, deploy, and maintain any equipment, technology, or resources provided by the Foundation in accordance with City policies and applicable law. The City’s designated representative shall provide reasonable updates to the Foundation regarding the status and general outcomes of Foundation-supported initiatives, as appropriate. The City shall retain sole authority over the use of the City of Laramie and Laramie Police Department names, logos, seals, badges, insignia, uniforms, and other identifying marks, and no such names or marks may be used by the Laramie Police Foundation or any third party without the prior consent of the Chief of Police or designee. Notwithstanding the foregoing, the Foundation may reference its support of the LPD in fundraising, donor communications, and public-facing materials, provided such references are accurate and do not imply City endorsement of specific fundraising solicitations unless expressly approved by the Chief of Police or designee.

**5. Responsibilities of the Laramie Police Foundation.** The Laramie Police Department Foundation Board shall coordinate with LPD, provide input and feedback regarding proposed initiatives, and monitor and report Foundation activities to the Chief of Police or designee. The Foundation shall raise, manage, and disburse funds in a manner consistent with its charitable purpose, applicable law, and the terms of this MOU. The Foundation agrees that all support provided under this MOU shall supplement, and not supplant, municipal funding for the Laramie Police Department. The Foundation understands and agrees that all decisions regarding priorities, operations, implementation, and deployment of any supported initiatives remain solely within the authority of the City and the Laramie Police Department. The Foundation shall comply with all applicable ethical standards, conflict-of-interest requirements, and donation acceptance policies in carrying out its responsibilities under this MOU. Nothing in this MOU shall be construed to restrict the Foundation from supporting other lawful charitable or community partnerships outside of this MOU, provided such activities are consistent with applicable law.

**6. Legal Status.** The Laramie Police Foundation is an independent nonprofit organization organized and existing under the laws of the State of Wyoming and recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. The Foundation is not a department, agency, or instrumentality of the City of Laramie, and nothing in this Memorandum of Understanding shall be construed to create an employment relationship,

partnership, joint venture, or agency relationship between the parties. The Foundation shall have no authority to bind the City of Laramie or the Laramie Police Department in any manner.

**7. Liability:** Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

**8. Signatures:** Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

The effective date of this Memorandum of Understanding is the date of the signature last affixed to this page.

**Approved by:**

Laramie Police Department Foundation

City of Laramie, Wyoming

\_\_\_\_\_  
Brian Pelan  
President, Board of Directors  
Laramie Police Department Foundation


\_\_\_\_\_  
Sharon Cumbie, Mayor and President of the  
City Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

	<p><b>Agenda Item:</b> Resolution</p> <p><b>Title:</b> Resolution 2026-17, Amending City Council Rules of Procedure</p>
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**Recommended Council Motion:**

I move that the Laramie City Council approve Resolution 2026-17, amending City Council Rules of Procedure, and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

To establish Rules of Procedure including parliamentary procedure for business meetings of City Council.

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**Background:**

During the City Council Retreat on January 23, 2026, members of City Council presented items that they would like to see amended in their Rules of Procedure. These were drafted in the attached resolution to provide Council the opportunity to formally adopt the requested rule changes.

The requested changes included the following:

**Article 1: Rules of Procedure**

**Rule 1. Meetings.**

E. ~~5<sup>th</sup> Tuesday~~ **Quarterly Town Hall** Meetings. Held ~~the quarterly~~ **during the months of March, June, September, and December on a day of the week other than Tuesday** ~~5<sup>th</sup> Tuesday of the month~~ from 6-7:30 pm in different locations. Meetings will be held in a different ward until all wards have hosted a meeting. The next quarter’s meeting will be held at City Hall. These meetings are compensated in accordance with Laramie Municipal Code 2.04.240.

G. ~~e. d.~~ **Illness or other medical reason.**

H. **d. Vacation no more than twice per year.**

e. Any other reason approved by the majority vote of council.

**Rule 4. Order of Business**

~~9.~~ **Consent Agenda**

~~9.~~ **10. Mayor Announcements/Acknowledgement of Board and Commission Member Appointments**

~~10.~~ **11. Regular Agenda**

~~11.~~ **12. Public Comment on Non-Agenda Items**

~~12.~~ **13. Consideration of Future Work Session Topics with a Brief Description**

A. ~~13.~~ **14. Adjournment**

**2.08 Requesting Work Session Topics**

**2.08(A).** A council member may suggest an item or topic, **including a brief description, to** be presented ~~in~~ **during** a regular work session to acquire **more** information. Such item shall be scheduled for a regular work session, provided a second to the proposal is received from another council member.

**2.08(B).** **The requesting council member and second must meet with the City Manager or designated staff to discuss the details of the item or topic prior to the scheduling of the requested work session.**

#### **4.02(B) General Rules**

8. Council shall take care not to debate issues with members of the public but, if items need to **be** addressed, **Council may request that the Mayor provide** direction ~~can be given~~ to City staff, **invited guests or consultants, or relevant council members to do so** to provide factual clarifying information, or request staff to report back at a subsequent meeting.

### **Appendix A**

BOARDS AND COMMISSION

PROCEDURES FOR ~~VACANCIES~~ **APPOINTING MEMBERS**

#### **10. Emeritus Members.**

**A. The Emeritus designation is an honorary title given to commission/board members who are recognized for their distinguished service and contributions.**

**Emeritus status further defined:**

**i. Honor and Recognition.** It acknowledges the individual's achievements and long-standing commitment to the City of Laramie.

**ii. Continued Association.** It allows the person to maintain a formal connection without the responsibilities of their previous role. For example, they may still advise on projects, mentor others, and represent the organization in approved capacities.

**a. Shall be added to calendar invites for upcoming meetings.**

**iii. Preserve Institutional Knowledge.** Emeritus individuals often serve as valuable resources for historical context, expertise, and guidance.

**iv. Symbol of Prestige.** It signals respect and appreciation by showing that the City of Laramie values the contributions made by the individual over time.

**B. Process for Selection:**

**i. A council liaison to a board/commission may nominate an individual for Emeritus Designation in the event that the individual either retires or is replaced by a new member.**

**ii. A nominee should have served at least two (2) terms or be recognized for distinguished service to the board/commission and be a resident of Laramie.**

**iii. Council liaison will present the nomination to City Council and nomination must be confirmed by resolution and a majority vote of the Council.**

**iv. Nominee will be recognized as Emeritus by Council in a public meeting.**

### **APPENDIX B**

3. When a member of the general public seeks to address the council during public comments, the council may briefly respond to statements made or questions posed. However, council members should not engage in inter-council discussions. On its own initiative or in response to questions posed by such person, council members may **request that the Mayor provide direction to City staff, invited guests or consultants, or relevant council members to provide factual clarifying information** ~~ask questions for clarification, provide a reference to staff or other resources for factual information,~~ or request staff to report back at a subsequent meeting.

Work Session	January 23, 2026
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**Legal/Statutory Authority:**

The Rules of Procedure for City Council is the Council’s parliamentary procedure, where silent then Robert’s Rules of Order the newest edition then applies.

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**Responsible Staff:**

Council  
Robert Southard, City Attorney  
Nancy Bartholomew, City Clerk, Email: [nancyb@cityoflarame.org](mailto:nancyb@cityoflarame.org), Phone: 307-721-5233

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**Attachments:**

Reso 2026-17 City Council Rules of Procedure 2-17-26  
Attachment A Council – Rules of Procedure (Draft) 2-3-26 tf

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-17**

**A RESOLUTION AMENDING CITY COUNCIL RULES OF PROCEDURE**

**WHEREAS**, City Council last adopted Resolution 2025-71 amending the City Council Rules of Procedure;

**WHEREAS**, City Council may adopt and amend their Rules of Procedure to reflect best practices or needed changes; and

**WHEREAS**, during the City Council retreat many requests were received for revisions.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by this reference.

**Section 2.** That City Council Rules of Procedure be amended to read as included in Attachment A - City Council Rules of Procedure.

**Section 3.** This resolution is effective upon passage.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_ 2026.

\_\_\_\_\_  
Sharon Cumbie, Mayor and President  
of the Laramie City Council

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

Duly published in the newspaper, Laramie Boomerang, this \_\_\_\_ day of \_\_\_\_ 2026.

**Attachment A**

**CITY OF LARAMIE**

**RULES OF PROCEDURE  
OF CITY COUNCIL**

**Revised February 17, 2026**

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## ARTICLE 1: Rules of Procedure

### Rule 1. Meetings

- A. Pre-Council Meeting. Pre-Council Meetings are held prior to the Regular Council Meetings at 6:15 pm for the purpose of discussing items on the Council's consent agenda, as needed, and the scheduling/introduction of items on Council's regular agenda for the Regular Meetings.
- B. Regular Meeting. Regular meetings of the city council shall be held at 6:30 p.m. on the first and third Tuesday of every month in the city council chambers unless otherwise noticed. If the first or third Tuesday falls on a city holiday or Christmas Eve or New Year's Eve, the regular meeting shall be held at 6:30 p.m. on the next business day. When any such meeting falls on a legal holiday, State primary election, general election, or Municipal Special Election, such meeting shall be held on the next succeeding business day according to the current Resolution adopted to set time, date, and location of Council meetings.
- C. Work Session. Work sessions may be scheduled by the city council as needed.
- D. Special Meetings. A special meeting, or any change in the time or location of a regular meeting, shall be called by the city clerk who shall notify each member of the council and notice the meeting pursuant to state and municipal law. Any person or entity requesting that a special meeting be called shall pay to the city an administrative fee in the amount of the city council salaries for council members in attendance at the meeting. This section shall not apply to requests for special meetings from city council members or staff members of the city council.
- E. ~~5<sup>th</sup> Tuesday~~ Quarterly Town Hall Meetings. Held ~~the quarterly~~ during the months of March, June, September, and December on a day of the week other than Tuesday ~~5<sup>th</sup> Tuesday of the month~~ from 6-7:30 pm in different locations. Meetings will be held in a different ward until all wards have hosted a meeting. The next quarter's meeting will be held at City Hall. These meetings are compensated in accordance with Laramie Municipal Code 2.04.240.
- F. Quorum. Five council members shall be a quorum for the transaction of business, but in the absence of a quorum, the members present may adjourn the meeting to a later date. A member participating by web conferencing in accordance with Rule 1.E shall count towards a quorum.
- G. Web Conference. The City of Laramie shall provide web conference access to council members, city staff, and the public at all business meetings, special meetings, and work sessions. Web conference will be available for Executive Session on an as needed basis. All participants, including members of the City Council, city officials, and members of the public, must have their video cameras enabled and turned on when they wish to address the council, interact with staff, or participate in voting during city council meetings. The Mayor, as presiding officer, will request the use of cameras before votes or public comments are taken.
  - 1. Exceptions include and must be reported to the City Clerk and Mayor:
    - a. Technical issues

b. Extenuating circumstances such as privacy concerns, technical limitations, or emergencies

c. Telephone attendance via web conferencing.

~~e.~~ d. Illness or other medical reason.

~~G.H.~~ H. Web Conferencing Attendance at Meetings. Any member of council who attends a meeting by web conference are subject to the following conditions.

1. Web conference attendance must be arranged in advance of the meeting by notifying the city clerk at least 24 hours in advance to ensure that the necessary equipment is available for use and a quorum exists
2. The council member must have equipment available to effectively communicate, both for audio and the ability to receive documents in electronic format.
3. The council member must have the agenda packet available to read.
4. The council member must be able to participate effectively during the entire meeting, or for the entire discussion of the singular item for which attendance is required without interruption.
5. Each council member shall be limited to not more than five (5) times annually during which web conferencing attendance may be utilized unless the reason for attendance via web conferencing has been excused and accepted by the Mayor and City Clerk for recordation or, if not on the list of excused attendances, the majority of council vote to allow additional participation by these means with the possibility of no compensation. Excused absences shall include:
  - a. Travel for work
  - b. Travel for NLC, WAM, or other approved council related conferences
  - c. Attendance via web conferencing due to illness or medical need
  - d. Vacation no more than twice per year.
  - e. Any other reason approved by the majority vote of council.

## **Rule 2. Presiding Officer**

A. Conduct of Meeting. The presiding officer at all meetings of the council shall be the mayor, and, in the mayor's absence, the vice mayor, who shall conduct the business and deliberations of the council under these rules. Specifically, the mayor shall:

1. Preserve order and decorum in the council chambers;
2. Observe and enforce all rules adopted by the council for its government;
3. Decide all questions on order, in accordance with these rules;

4. Recognize members of the council in the order in which they request the floor. No member shall be recognized and given the floor to speak on the same matter more than once until after all other members of the council have had an opportunity to be recognized and be heard.
  5. Retain the authority during public comment to determine whether a speaker's remarks fail to comply with these rules or exceed the scope of the designated forum. The presiding officer shall have the authority to suspend such person's right to speak, subject to the council's right to overrule such decision.
- B. Election of Mayor and Vice Mayor. The mayor shall be elected by the whole of the city council at its first meeting in January following a general election in the manner as outlined in Section 2.04.16 of the Laramie Municipal Code. The vice mayor is elected in the same manner as the mayor.
- C. Duties of the Mayor and Vice Mayor. The mayor serves as the presiding officer of the city council and as the liaison to the city manager, city attorney and city judge. The mayor also regularly attends the agenda meeting to assist city staff in preparing for an upcoming meeting and generally handles the motions for changes to the consent and regular agenda, as well as the motion to approve the consent agenda. The vice mayor may also attend the council agenda meeting and is the presiding officer in the absence of the mayor, or at the mayor's request.
- D. Absence of Mayor and Vice Mayor. In the absence of the mayor and vice mayor the council shall, by motion, appoint one of its members to serve as presiding officer of the council until the return of the mayor or vice mayor.

### **Rule 3. Remarks and Debate**

- A. After a motion is made and seconded, and brought to the floor for discussion the Mayor shall proceed with these steps:
- a. Allow staff and guests consultants/experts to provide the explanation and background information,
  - b. Allow council to ask questions to seek clarifications on the information provided and a follow up comment if it is germane to the question asked ie: clarifying something, adding additional information that council may have, etc.
  - c. Ask for public comment,
  - d. Return to the council for comments and/or questions related to the item on the floor, and
  - e. Call for the vote.
  - f. Speaking to the Motion. No member of the council shall speak more than twice on the same motion except by consent of the majority of the council members present at the time the motion is before the council. Council member remarks are limited to four minutes each time the member speaks for a total of eight minutes. Council members may forfeit their time to speak to another council member, this can be done without a vote. A councilor may

not speak for a second time until all members have been provided an opportunity to speak.

- B. Interruption. No member of the council shall interrupt or argue with any other member while such member has the floor.
- C. Courtesy. Members of the council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in disorderly behavior, or make personal comments, derogatory remarks or insinuations in respect to any other member of the council, staff or public.
- D. Discipline. If a member of the council violates these rules, the presiding officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. Any other member of the council may, under a point of order, call the presiding officer or other member to order. Additional discipline may include, but is not limited to, a verbal admonition, public reprimand, and expulsion from the meeting at which the conduct is occurring.
- E. Challenge. Any member of the council shall have the right to challenge any action or ruling of the presiding officer, or member, in which case the decision of the majority of the members of the council present, including the presiding officer, shall govern.
- F. City Staff. The city manager and city attorney or their designees shall have the right to enter into a discussion of any matter coming before the city council. Other city staff may enter into a discussion through the city manager or designee.
- G. Work session courtesy. During a work session, it may be acceptable to address one another by name so long as the chair feels that the meeting is maintaining a civil tone. At the chair's discretion, council may be requested to use the more formal meeting format even when direct votes are not being taken.

#### **Rule 4. Order of Business**

- A. Regular Meetings Order of Business. The order of business shall be as follows:
  - 1. Call to Order
  - 2. Pledge of Allegiance
  - 3. Roll Call
  - 4. Public Comment on Non-Agenda Items (Aggregate time limit 30 minutes)
  - 5. Consideration of Changes in Agenda and Setting the Agenda
    - a. Public Request to Remove a Consent Agenda Item and Place it on the Regular Agenda to Allow for Public Comments (No public comment will be taken during this item. Items will be considered at the discretion of the council. Available in-person and web conferencing.)
    - b. Council Acknowledgement of Requests for Changes to the Agenda (Councilors may request an item be moved from the consent agenda to the regular agenda.)
    - c. MOTION BY \_\_, seconded by \_\_, that the following changes to the Agenda be approved:

- d. MOTION BY \_\_, seconded by \_\_, that the Agenda be set as submitted or changed.
- 6. Proclamations/Public Hearings/Notifications
- 7. Disclosures and/or Conflicts of Interest by City Council Members
- 8. Approval of Consent Agenda
- 9. Consent Agenda
- ~~9.~~10. [Mayor Announcements/Acknowledgement of Board and Commission Member Appointments](#)
- ~~10.~~11. Regular Agenda
- ~~11.~~12. Public Comment on Non-Agenda Items
- ~~12.~~13. Consideration of Future Work Session Topics [with a Brief Description](#)
- ~~13.~~14. Adjournment

B. Consent Agenda. All matters listed under consent agenda are considered to be routine by the city council and will be voted by one motion. There will not be separate discussion of these items. The following items may be placed on the consent agenda:

- 1. Approval of license applications and bonds;
- 2. Resolutions;
- 3. Approval of payments of contracts under \$100,000;
- 4. Bid and contract awards under \$100,000;
- 5. Third readings of ordinances;

Any council member may have any item removed from the consent agenda for separate consideration without a second or a vote before voting has finished on the consent agenda.

- C. 5<sup>th</sup> Tuesday Open House Meetings. These meetings shall follow the following format:
- 1. **Purpose:** To provide the community an opportunity speak to the Council about City business and receive additional information relevant to current City projects.
  - 2. **Where:** Each quarter's meeting will be held in a different ward until all wards have hosted a meeting. The next quarter's meeting will be held at City Hall.
  - 3. **When:** The meetings will occur on the 5<sup>th</sup> Tuesday in months which a 5<sup>th</sup> Tuesday occurs from 6- 7:30 pm.
  - 4. **Participation:** Public comment shall be limited to 3-5 minutes, determined by Council depending on attendance.
  - 5. **Compensation:** Council will be compensated their current wages set forth in Laramie Municipal Code 2.04.240.
  - 6. **Broadcast:** Any structured question and answer portion of the 5<sup>th</sup> Tuesday meetings will be available in hybrid format to include web conferencing for online participation and viewing.

7. **Advertised:** These meetings will be advertised as other public meetings of Council.
- D. Work Sessions.
1. Public Comments on non-agenda related items.
  2. Staff or invitees present information related to the set work session topic.
  3. Council questions and comments received throughout the topic presentation and immediately following.
  4. Public Comment on agenda item.
  5. Council final thoughts and questions.

**Rule 5. Motions (More information can be found in Robert Rules of Order Newest Edition.)**

- A. **Roll Call.** Roll call will be in a randomized order with the Vice-Mayor always second to last and the Mayor last in the order. Majority vote of the Council is more than half of the members in attendance.
- B. **Making a Motion.** For an item to be brought to the floor a councilor shall make a motion. Items shall be brought to the floor in the order of the agenda.
- C. **Seconding a Motion.** All motions must receive a second for action, except for a call for nominations, withdrawing a motion, a request for a roll call vote, and a point of order. If a second is made, the mayor will state the names of the respective council members making and seconding the motion. If a motion does not receive a second, it dies.
- D. **Amending a Motion.** Any council member may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment made shall be voted on first. (Majority vote.)
- E. **Postpone to a Certain Date.** This motion is used to delay consideration of an item until a specified date. (Majority vote.)
- F. **Postpone Indefinitely.** This motion is used to delay consideration of an item until an unspecified date. (Majority vote.)
- G. **Point of Order.** Any council member may raise a point of order at any time. A point of order means that the council member is asking for a ruling on whether the rules of procedure are being followed. The point of order shall first be made to the mayor for a ruling. The member may appeal the mayor's ruling to the council, which may affirm or overrule the mayor's ruling by a majority vote of the council members present. A point of order directed to the mayor or council does not require a second and is not subject to amendment. (Chair handles.)
- H. **Reconsideration.** No motion to reconsider a vote shall be in order except by a councilor who voted on the prevailing side. A council member who voted in the majority may move to reconsider an item that council has voted on during the same or next business meeting. Any member of the council shall have the right to change their vote at any time before final action is taken. (Majority vote, must be moved by a member who voted in the majority.)

- I. **Discussion on the Motion.** Council may discuss a pending motion only after the motion has been moved and seconded.
- J. **Voting on the Motion.** After discussion, the mayor or any council member may call a vote on the motion (Calling the “Previous Question”). After voting concludes the mayor will announce the results.
- K. **Approval or Denial.** If a motion is made to approve any application, and the council does not approve the motion, one of the councilors voting no shall make a motion to deny the application, citing at least one legal reason for the denial. A council member may ask the city attorney or other staff to assist them in stating the reasons for denial.
- L. **Call the Question or Previous Question.** Ends discussion and moves to a vote. If a councilor calls the question, the chair shall allow the councilors that have not spoken to the motion one chance to speak. The chair shall then allow the public to comment, after which a roll call vote shall take place. *(Two-thirds vote)*
- M. **Substitute.** Substitution is handled as an amendment to the main motion, can be done in parts or the whole document. *(Majority vote)*
- N. **Limit or extend debate.** Is a motion by which the group can exercise special control over debate whereby reducing the number and length of speeches allowed, e.g. “I move to limit debate on this topic to one speech for two minutes to each member of council.” *(Two-thirds vote)*
- O. **Lay on the table.** Used to set aside an item on the floor temporarily to address something else of urgent matter before the pending question. Is out of order if the evident intent is to kill or addressing the motion on the floor. *(Majority vote)*
- P. **Commit or refer.** *(Majority vote)*
  - a. The motion should include the number of members and shall report back to council and include a date. An example: I move to refer to an ad hoc committee of 3 council members assigned by the mayor, city staff assigned by city manager if necessary/appropriate and shall report back to council on a date certain.
- Q. **Rescind/Amend Something Previously Adopted.** *(Two-thirds of the membership without notice or majority with notice)*
- R. **Suspend the Rules.** Temporarily suspend the standing rules to allow something otherwise forbidden. Requires a second. *(Two-thirds vote)*
- S. **Appeal from a Decision of the Chair.** Used when a member disagrees with a ruling of the chair. Requires a second. *(Majority vote)*

### **Precedence of Motions**

- A. Precedence of Motions. When a question is under consideration, no motion shall be entertained except as follows, such motions having precedence in order as stated:

Privileged Motions:

- 1. Fix the Time to Which to Adjourn *(Majority vote)*
- 2. To adjourn. *(Majority vote)*
- 3. Recess *(Majority vote)*

4. Raise a Question of Privilege. *(Chair handles)*
5. Call for the Orders of the Day. *(Chair handles)*

Subsidiary Motions:

1. Lay on the Table (Majority vote)
2. Call the Question or Previous Question (Two-thirds vote)
3. Limit or extend debate. *(Two-thirds vote)*
4. To postpone to a date certain. *(Majority vote)*
5. To commit or refer *(Majority vote)*
6. To amend. (Majority vote)
7. To postpone indefinitely. *(Majority vote)*

**Rule 6. Suspension of Rules**

No rule shall be suspended except by two thirds vote of the council members present at the meeting. A motion to suspend a rule is not debatable. Vote on the motion to suspend may be by voice vote of the council, unless a member requests a roll call.

**Rule 7. Ordinances and Resolutions**

Reading of ordinances and resolutions shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance or purpose of the resolution. Reading the motion shall satisfy this requirement. A full reading shall not be required unless requested by any council member and a majority vote of the council members present.

**Rule 8. Robert's Rules of Order**

Any questions of practice or procedure not provided for by these rules shall be governed by Robert's Rules of Order (newest revision).

**Rule 9. Amending these Rules**

Amendments to these rules shall be made by a resolution and shall require a majority vote by the council members present.

**ARTICLE 2: Code of Conduct**

**CHAPTER 1. Roles and Responsibilities**

**1.01. Whole Council**

The council as a whole is a policy making board and as such, it is not the duty of the council to administer the day to day operations of the city. Many items will come before council as required by city ordinance, but many issues are more discretionary in nature. It is important that the council and the city staff work together to differentiate between administrative duties which are relevant to staff, and those decisions which are of a policy-making nature and should come before council. All council members, including those serving as mayor and vice mayor, have equal votes. No council member has more power than any other council member, and all should be treated with equal respect.

## **1.02. Mayor & Vice Mayor**

**1.02(A).** The Mayor serves as the administrative head of the council, addressing a variety of issues that may arise including, but not limited to, conduct among council members, communicating with the media, emergencies, and authorizing by signature a number of documents for the city. Generally, the mayor should not make decisions other than administrative decisions on behalf of the whole council, and should instead work to differentiate which matters need comments from the council and which matters are purely administrative in nature. Matters which concern policy direction should be brought before the council as a whole.

## **1.03. Boards & Commissions Liaisons/Elections/Seating at Rostrum**

**1.03(A).** The selection of liaison positions by council members to city boards and commissions and the selection of seating of council members at the rostrum are handled at the first meeting when a new council is seated. Council shall first, elect the mayor and the vice-mayor and select the seating of council members at the rostrum prior to the selection of liaison positions by council members to city boards and commissions.

**1.03(B).** The selection of council members to liaison positions to city boards and commissions shall be by rotation of council members beginning with those council members with the most consecutive years of service as a council member then reverse the order for the next rotation until all liaison positions to all city boards and commissions have been filled. The priority of those members with equal years of consecutive service shall be made by a game of chance selected by the mayor. Council members previously appointed to an ad hoc committee by resolution may continue to serve on the ad hoc committee.

**1.03(C).** The seating of council members at the rostrum shall be by rotation of council members beginning with those council members with the most years of consecutive service as a council member.

**1.03(D).** A council liaison to a city board or commission should serve in an advisory capacity and as a point person to keep the council informed of the activities of the board or commission. The liaison should not attempt to influence the votes of city board and commission members and should only vote if the liaison is an official voting member. The

position of an official voting member shall be identified in the introductory documents provided to the council member in the orientation material.

**1.03(E).** Council members are expected to attend their Boards and Commissions meetings. Should a council member be unable to attend a meeting, the Councilor should try to find another Councilor who can attend. Should the council member be unable to find a substitute, the Councilor should notify both the Chair and City Clerk in writing (email). Should a council member encounter circumstances in which there is a conflict to regular attendance, the Councilor should notify the Mayor and the City Clerk so that either a temporary or permanent replacement can be established.

**1.04(F).** Guidelines for interviewing and appointing board or commission members as outlined in Appendix A, shall be followed.

## **CHAPTER 2. Internal Council Conduct**

It should be generally understood that the council exists to work in the interest of the public. The council should strive to work as a team in achieving the best outcome for the community. The council should conduct business in a civil, efficient and cooperative manner with other members of council and city staff. It is incumbent upon council members to listen to one another and give full opportunity for all viewpoints to be heard. All disagreements should be handled in a civil fashion.

### **2.02. Addressing One Another**

**2.02(A).** During a regular meeting, council members shall address one another in a more formal manner as “Councilor \_\_\_\_\_ (last name)” or “Council Member \_\_\_\_\_ (last name).” Council members should also address all responses through the chair, for example: “Mr./Madame/Honorable Mayor, I disagree with the comment made by the previous Council Member or Councilor Smith....” Formality helps to maintain civility during contentious issues. In all instances, council members shall remember that as representatives of the community it is important to keep discussions civil, whether in or out of chambers. Personal attacks will not be tolerated and may subject the councilor to being called by another council member for a breach of order or potential penalty by a majority of the council, such as an apology or a withdrawal of objectionable statement(s) or remark(s).

**2.02(B).** During a work session, it may be acceptable to address one another by name so long as the chair feels that the meeting is maintaining a civil tone. At the chair’s discretion, council may be requested to use the more formal meeting format even when direct votes are not being taken.

## **2.03. Recording and Broadcasting Meetings**

**2.03(A).** All regular business meetings and special business meetings of the city council are public meetings under the provisions of the Wyoming Statutes. Executive sessions of those meetings may exclude the public from attendance, provided that the statutory mandates are met in announcing the meetings and conformance with the requirements during the meetings has occurred. Minutes of all meetings of the city council are required to be made and retained by the city clerk. Minutes of regular business meetings and special business meetings, excluding the executive sessions, will be made available to the public following approval of the minutes by the council. Each of the council meetings is to be recorded, and the minutes are created from those recordings.

**2.03(B).** In addition to the recordings of the regular business meetings, there is a broadcast of the meetings, and a recording of those broadcasts. The broadcasts are transmitted in real time on the Public Access Channel over the cable television network provided in the city, and beyond. In addition to the live broadcast on the cable channel, an audio recording of each meeting is made available to the public through the city's internet website at [www.cityoflarامية.org](http://www.cityoflarامية.org). Each entire meeting is recorded as hereinafter specified.

**2.03(B)(i).** Regular Business Meetings and Special Business Meetings. Regular business meetings and special business meetings, including emergency meetings, shall be recorded from the opening of the meeting to adjournment. An interruption of the recording may occur during a recess to executive session. Further business may be conducted by the council following the executive session. The broadcast recording will follow the same time frame of recording.

**2.03(B)(ii).** Emergency Meetings. Audio recording of special meetings shall be made by the city staff unless such is not available due to emergency conditions. In the instance that recording is not available, written minutes of the meeting shall be made by the city clerk, or other available staff members.

**2.03(B)(iii).** Executive Sessions. Executive sessions of any council meeting shall be audio recorded by the city clerk, regardless of whether the clerk remains for the session or not. The recording shall be sealed by the city clerk and retained in the city clerk's records. Such recording shall be unsealed only upon receipt of a valid court order requiring the recordings to be unsealed. The order received shall be retained by the city clerk together with the recording.

**2.03(B)(iv).** Regular business meetings and work sessions will be available to the public via video streaming or audio recording.

## **2.04. Council Updates**

Each work session shall include time for council updates and council comments. Council updates shall be an opportunity for council members to report or discuss issues with the whole council that may have arisen from boards or commissions or other meetings. Council comments shall provide an opportunity to raise matters which are of concern to the council member or members of the public. It may also be a time for city staff to update the council on items council might find relevant, or to request direction on pressing issues.

## **2.07. Placing Items on the Business Meeting Agenda**

**2.07(A).** Generally, the business agenda for each meeting will be generated by the city manager, with the items being suggested by staff or members of council. The proposed agenda may be reviewed with the mayor at the agenda meeting and subsequently may be submitted to council at a meeting for adoption, with such amendments as may be determined by council.

**2.07(B).** A council member may request an item be considered on a future agenda by making a written request to the city manager. In order to allow sufficient time for council to review and city staff to research the matter, the request should be submitted at least ten (10) days prior to the meeting for which the item is requested to be placed on the agenda. The requesting council member shall submit to the clerk within the ten (10) day period all written material for submission to council.

**2.07-(C).** A member of the public may request a council member sponsor an item on a future agenda by submitting the request in writing to the council member, or to the city clerk's office. In order to allow sufficient time for council to review and city staff to research the matter, the request should be submitted at least ten (10) days prior to the meeting for which the item is requested to be placed on the agenda. The member of the public shall submit to the clerk within the ten (10) day period all written material for submission to council. Once the issue has been placed on the agenda, the city clerk will notify the requester so that he or she may plan to attend the meeting.

## **2.08. Requesting Work Session Topics**

**2.08(A).** A council member may suggest an item or topic, [including a brief description, to](#) be presented ~~in~~ [during](#) a regular work session to acquire [more](#) information. Such item shall be scheduled for a regular work session, provided a second to the proposal is received from another council member.

**2.08(B).** [The requesting council member and second must meet with the City Manager or designated staff to discuss the details of the item or topic prior to the scheduling of the requested work session.](#)

## **2.09. Time Length of Regular Council Meetings**

It is the intent of the city council that no additional agenda item will be introduced at a regular business meeting or special business meeting after the hour of 9:30 p.m. unless the

city council members present vote to extend the meeting by suspending the rules with a 2/3 vote of the members present and continue the meeting until 10:00 p.m. If the item introduced at a regular city council meeting and being discussed by 9:30 p.m. is not concluded by 10:00 p.m., the council shall adjourn the regular city council meeting to another date to conclude discussing the agenda item or the next regular city council meeting. City council shall reserve time at the end of each regular meeting for public comments regardless of the hour. All items remaining on council's regular agenda would be moved to the next regular city council meeting and will be given priority over any additional items on the regular city council's agenda. The intent and purpose of this policy is to encourage a reasonable hour in which the city council business is discussed and to protect against fatigue in discussing and deciding important city issues.

When an Executive Session is on the agenda the above 9:30 p.m. changes to 9:00 p.m. and the 10:00 p.m. changes to 9:30 pm.

## **2.10. Web Conference Attendance at Meetings**

**2.10(A).** It is recognized that there may be circumstances when a council member intends to attend a meeting but is prevented from attending in person and wishes to participate via web conference. In order for that attendance to occur via web conference, there are a number of conditions that must be fulfilled to achieve that attendance. Those conditions include the following, together with such unanticipated circumstances as may arise during the interim:

1. Web conference attendance must be arranged in advance of the meeting by notifying the city clerk at least 24 hours in advance to ensure that the necessary equipment is available for use and a quorum exists
2. The council person must have equipment available to effectively communicate both for audio and the ability to receive documents in electronic format.
3. The council person must have the agenda packet available to read.
4. The council member must be able to participate effectively during the entire meeting, or for the entire discussion of the singular item for which attendance is required without interruption.
5. Each council member shall be limited to not more than five (5) times annually during which web conferencing attendance may be utilized unless the majority of council vote to allow additional participation by these means with the possibility of no compensation.
6. Council members must have their video cameras enabled and turned on when they wish to address the council, interact with staff, or participate in voting during city council meetings in accordance with Rule 1.F.

## **2.11. Travel Policy & Expenditure Guidelines**

Council members shall be subject to the following travel policy and shall follow the expenditure guidelines where such are applicable.

**2.11(A).** All travel by council members for which reimbursement is sought from the city must be directly related to City business and, with the following exceptions, must be pre-approved by the council:

1. Travel to the National League of Cities annual conferences.
2. Travel to the National League of Cities committee meetings when the council member is an appointed member of the committee.
3. Travel to the Wyoming Association of Municipalities (WAM) annual meetings and the committee meetings of which the council member is a member, or other requested WAM activities.
4. Travel to attend the Wyoming legislature, or the committee meetings thereof, to promote the city's position.
5. Council retreats.
6. Other events the majority of Council agrees relates to City business.

**2.11(A)(i).** In the event that a council member does not file for re-election, or is defeated in an election contest, all travel requested by that member after the date of the decision at any of the three (3) points in time, filing of the petition for candidacy, the primary election or the general election, shall be submitted to the council for approval prior to exercising such travel.

### **2.11(B). Requests for Pre-Travel Approval**

1. Requests for pre-travel approval shall be made by council member on the travel request form located in the city clerk's office.
2. The completed travel request form shall be submitted to the city clerk for inclusion on the consent agenda of the following regular business meeting.
3. The following information must be submitted by the council member on the travel request form:
  - a. Estimated costs of travel, including airline tickets, mileage reimbursement, meals, lodging, taxi service and any associated costs.
  - b. The proposed dates of travel, the method of travel and the proposed destination.
  - c. The purpose of the trip.

4. The request will be placed on the consent agenda for concurrence of the majority of the council, if the request is for other than the approved travel of the council member.

### **2.11(C). Travel Reports and Reimbursement Procedure**

1. Travel arrangements for council members shall be coordinated through the city clerk, who may make arrangements of the following for council members using the city issued credit card at the request of the council member:
  - a. Airline tickets.
  - b. Registration.
  - c. Lodging reservations.
2. Following the approved travel, each council member shall follow the procedure set forth below to complete the travel procedure.
  - a. Submit a completed travel and reimbursement form to the city clerk, together with the receipts for items that have been paid with the city credit card, such as:
    - i. Airline tickets.
    - ii. Lodging.
    - iii. Rental vehicles.
    - iv. Taxi or bus fare.
    - v. Parking fees.
    - vi. Baggage fees.
    - vii. Registration, training and attendance costs.
  - b. Sign the completed travel form certifying attendance at the scheduled event, incurring the expenses on behalf of the city and conforming to the provisions of this policy to the best of the knowledge of the council member.
3. Each council member shall follow the procedure set forth below to obtain reimbursement for the incurred expenses which have been paid by the council member not using the city credit card:
  - a. Submit a completed reimbursement request form to the city clerk, including the receipts for such items as:
    - i. Meals.
    - ii. Private vehicle mileage.
    - iii. Other expenses incurred on behalf of the City business.

- b. Sign the completed reimbursement request form certifying that such expenses were incurred on behalf of the city and such are conforming to the provisions of this policy to the best of the knowledge of the council member.
  - c. Submit the completed form to the city clerk, who will process the request with the finance department.
4. Council Travel Reports. Following travel to out-of-state conferences each Councilor may submit a written report of the significant activities of the conference to the council via the city clerk for inclusion in the agenda packet prepared for council.

#### **2.11(D). City Issued Credit Card Procedures**

1. Each council member may, at the option of the council person, be issued a city owned credit card for use by that council member while engaged in the furtherance of city business, but not otherwise.
2. The city issued credit card may be used for the following expenses incurred by that council member, but not otherwise:
  - a. Airline tickets and baggage fees.
  - b. Lodging at the lowest rate available to the council member, but excluding any and all upgrades in accommodations or service.
  - c. Rental vehicles at the lowest rate available, but excluding any and all upgrades in vehicle or service.
  - d. Parking fees.
  - e. Fuel for city owned vehicles operated by the council member.
  - f. Registration, training and attendance fees.
3. The following uses of the city issued credit card are prohibited:
  - a. Meals.
  - b. Alcoholic beverages.
  - c. Upgrades in lodging accommodations or services or rental vehicles.
  - d. Personal expenses.

#### **2.11(E). Meal and Incidental Reimbursement**

For any event, each council member may choose either of two methods of reimbursement for the meals and incidentals authorized during travel on city business, with the below described procedures applicable.

1. Per Diem Reimbursement.
  - a. Meals will be reimbursed at the rate approved by the city manager for city employees, within the federal travel regulation guidelines.
  - b. Partial days of travel are addressed within that policy.
  - c. No receipts for meals are used in calculating the meal expense allowance under the per diem method, with the exception of meals consumed during a single day travel, when receipts must be submitted to the city clerk.
  
2. Actual Expense Reimbursement.
  - a. The council member must submit the receipts for the meals actually eaten, excluding any and all charges for alcoholic beverages.
  - b. Tips, not to exceed 20%, actually given are to be included and reimbursed.
  
3. No meals will be charged on the city issued credit card.

#### **2.11(F). Lodging Expenses and Procedures**

1. Lodging will be paid by city, either directly or as reimbursement, in either of the following cases:
  - a. The federal per diem hotel guideline for the location actually used by the council member, without regard to the actual cost of the lodging.
  - b. The lowest rate available to the council member, with an attempt to secure the lowest government rate available for the actual lodging utilized by the council member, excluding any and all upgrades which have additional expense for the accommodations or the service.
  
2. Other lodging policies:
  - a. A council member may have the council member's spouse also stay in the room if there is no additional expense to the city, or if any additional expense is paid by the council member and not paid on the city issued credit card.
  - b. Lodging may be paid by the council member and the amount attributed to city business reimbursed by the city.

- c. All receipts for lodging must be submitted to the city, regardless of the payment method.
- d. Only lodging that is actually used by the council member may be paid on the city issued credit card, or reimbursed to the council member.
- e. Council members shall review the receipts for travel to insure that additional charges have not been entered on the account to be charged to the city.
- f. Council members shall make every reasonable attempt to arrange for travel and lodging at times which allow the council member to take advantage of the special lower rates for travel, lodging and registration, where available.

## **CHAPTER 3. Council Conduct with City Staff**

### **3.01. Direction to Staff for Projects**

Direction is given to the city staff to pursue items that generally impact the public policy of the city by determining that there is little or no opposition during a work session, or through a direct binding majority vote of the body at a special or regular business meeting. Once direction is given to the city manager in one of these ways, that individual shall determine who shall carry out the duty, or advise the council if the city needs additional city staffing to carry out the task. City staff, including the direct employees of the council (which are the manager, attorney, and judge), are under no obligation to pursue items for only one council person. If a council person wishes to ask the city staff to work on an issue, they must have either received the consent of the council by determining that there is little or no opposition during a meeting or have a second on a motion to introduce legislation.

Amendments to motions may be presented to staff for review prior to the council meeting for proper placement, wording, grammar, and legality. The staff shall provide professional opinions to the council during the meeting. Notification of request shall be provided to the city manager.

### **3.02. Requests for Information on Non-Agenda Items**

City staff is hired to carry out the day to day business of operating the city. Council should keep this in mind when requesting information or asking to perform these functions. Generally, all interactions with staff members should flow through the city manager. If a council member is asking for information from city staff that will require more than thirty (30) minutes of city staff time to collect or research a problem, or prepare a response the request will need to be approved by city council to ensure that city staff resources are allocated in accordance with overall council priorities.

**3.02 (A).** When a council member wishes to request staff to provide information, that request should be made in writing to the city manager. A response to the written request shall be made by staff in not more than five (5) business days.

### **3.03. Interaction with Staff**

It is not appropriate for council members to admonish city staff when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the city manager, and if there is deemed to be an issue that needs to be addressed by the whole council, it will be brought forth. In any event, there shall be no personal attacks on city staff.

## **CHAPTER 4. Council Conduct with the Public**

### **4.01. Public Meetings**

Making the public feel welcome is an important part of the democratic process. Handouts for the public on council meeting procedures, and guidelines for addressing city council, are outlined in Appendix B and C and shall be followed at all times. Recognizing that the actions of each council member impact the public perception of the whole council, council members shall strive to treat the public with respect.

### **4.02. Public Comments**

**4.02(A). Time for public comment during meetings.** There shall be public comments permitted when members of the public are recognized by the Mayor at the following times:

#### **Regular meetings:**

1. During any public hearing on the agenda.
2. Before any substantive action by Council on a regular agenda item, for comments on that agenda item.
3. For comments on matters not on the agenda, as a regular agenda item at or near the beginning, with an aggregate time limit of 30 minutes, and end of the meeting.
4. Public comments on non-agenda related items at the beginning of the meeting may only be taken in person at the physical location of the meeting. All other comments may be emailed to Council at [council@cityoflaramie.org](mailto:council@cityoflaramie.org) or sent in writing to the City Clerk at 406 Ivinson Ave, Laramie, WY.

#### **Work sessions:**

1. As a regular agenda item, following the opening of the work session, for comments on matters not on the agenda for a maximum of 30 minutes.
2. As a regular agenda item a public comment period at the end of each work session agenda item.

#### **Special Meetings:**

Special meetings may be called from time to time specifically to solicit public comments or for other purposes. The Mayor has the discretion to organize such special meetings to allow public comment and council discussion.

#### **5<sup>th</sup> Tuesday Open House Meetings:**

1. Public comment shall be limited to 3-5 minutes, determined by Council depending on attendance.

#### **4.02(B) General rules**

General rules involving public comment include:

1. Members of council may not participate as members of the public in public comment periods.

2. Each member of the public may only speak once in any given public comment period, and is limited to three minutes for his/her public comment. In situations where unusually large numbers of people wish to speak, the Mayor has discretion to limit public comments to less than three minutes to insure everyone has a chance to speak.

3. When attending a meeting remotely, the public must have their video cameras enabled and turned on when addressing the council. See rule 1.F.

4. A speaker may not defer the speaker's time to other speakers.

5. When commenting on agenda items, the comments must be germane to the agenda item.

6. When commenting on non-agenda items, the comments must be germane to City business over which Council has control.

7. Without limiting any other guideline, speakers may not use public comment for political campaigning or commercial advertising, nor use threatening, obscene, or defamatory language or make personal attacks.

8. Council shall take care not to debate issues with members of the public but, if items need to be addressed, [Council may request that the Mayor provide direction can be given to City staff, invited guests or consultants, or relevant council members to do so to provide factual clarifying information, or request staff to report back at a subsequent meeting.](#)

9. Council shall not personally attack the public, nor may any member of the public personally attack or insult councilors, City staff, or other members of the public.

#### **4.03. Disruption of Public Meetings**

**4.03(A).** No attendee or speaker at any council meeting may impede the orderly conduct of the meeting by, including but not limited to, making threats, using obscene language, making personal attacks, engaging in indecent or threatening behavior or violent actions, or engaging in loud or disruptive behavior, or violate rules governing council meetings. The mayor may order the expulsion from the meeting of any person engaging in

such behavior, which order may be appealed by any member of Council according to council's normal rules.

**4.03(B).** To observe the order and decorum of city council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers or computers should be turned off or set to vibrate.

#### **4.04. Written Public Comment**

Interested parties, or their authorized representatives, may address the council through written communication with regard to any matter concerning city business or over which the council has control, or by addressing the city clerk, who shall distribute the written communication to council members. Written communication may also be submitted to the city council through electronic correspondence at [council@cityofflaramie.org](mailto:council@cityofflaramie.org). Written comments are part of public records.

#### **4.05. Unofficial Settings**

It is also appropriate that council members recognize that as elected officials their conversations when out in public will be overheard. Members of the council should take care to be aware of what they say in public, and to differentiate between personal opinion and the opinion of council as a whole, whether in private or public conversations. This also pertains to any social media posts made by Council members.

These guidelines shall be modified and adopted by a majority of council as needed.

## APPENDIX A

### BOARDS AND COMMISSION PROCEDURES FOR ~~VACANCIES~~ APPOINTING MEMBERS

1. City staff liaisons to particular city boards or commissions should notify the City Manager or City Manger's designee ("Designee") when positions on boards and commissions become vacant.

2. Vacant positions of city boards or commissions should be advertised by the Designee for one (1) month unless otherwise specified by council as follows:

Website;  
Public Access Channel;  
Laramie Daily Boomerang;  
Posted at City Hall; and  
Other available electronic notification forms.

3. The Designee will notify standing members of city boards or commissions regarding the expiration date of their term at least one (1) month in advance of the expiration of their appointment and inform them of the period during which they may reapply for their position.

4. Applications should be made available to interested applicants from the Designee, or may be downloaded from the city's website, and should be submitted to the Designee.

5. The Designee will refer the names of the applicants to the city clerk to be placed on city council's agenda.

6. A minimum of three (3) members of council will interview applicants or incumbents for the Planning Commission and the Parks, Tree and Recreation Board. A minimum of two (2) members of council will interview applicants or incumbents for the remaining boards and commissions, who will make recommendations to the full council at the next regular meeting. Normally, the interviewing members of council will include the liaison to the board or commission. Incumbents who are reapplying to a city board or commission will not be interviewed unless there are additional applicants for such city board or commission or upon the request of a council member for an interview to re-appoint the incumbent applicant. In such case, all applicants and the incumbent will be interviewed. The entire council will then vote at the regular meeting to select members for city boards or commissions from the list of applicants who have been interviewed.

7. Following appointment by the council, a list of appointees will be forwarded to the Designee who will contact new appointees notifying them of their appointment, meeting times and dates, and contact information for the board's/commission's staff liaison.

8. Positions of leadership on a given city board or commission will be decided within the city board or commission, unless otherwise specified by the city council.

9. During the formation of a city board or commission, council should give that body a written set of expectations and/or goals based upon requirements as outlined in the Laramie Municipal Code.

#### **10. Emeritus Members.**

**A. The Emeritus designation is an honorary title given to commission/board members who are recognized for their distinguished service and contributions. Emeritus status further defined:**

- i. Honor and Recognition. It acknowledges the individual's achievements and long-standing commitment to the City of Laramie.**
- ii. Continued Association. It allows the person to maintain a formal connection without the responsibilities of their previous role. For example, they may still advise on projects, mentor others, and represent the organization in approved capacities.**
  - a. Shall be added to calendar invites for upcoming meetings.**
- iii. Preserve Institutional Knowledge. Emeritus individuals often serve as valuable resources for historical context, expertise, and guidance.**
- iv. Symbol of Prestige. It signals respect and appreciation by showing that the City of Laramie values the contributions made by the individual over time.**

#### **B. Process for Selection:**

- i. A council liaison to a board/commission may nominate an individual for Emeritus Designation in the event that the individual either retires or is replaced by a new member.**
- ii. A nominee should have served at least two (2) terms or be recognized for distinguished service to the board/commission and be a resident of Laramie.**
- iii. Council liaison will present the nomination to City Council and nomination must be confirmed by resolution and a majority vote of the Council.**
- iv. Nominee will be recognized as Emeritus by Council in a public meeting.**

## **APPENDIX B**

### **CITY OF LARAMIE, WYOMING COUNCIL MEETING PROCEDURES**

#### WELCOME TO A MEETING OF THE LARAMIE CITY COUNCIL

The city council welcomes you to this meeting and invites you to participate in matters before the council. When meeting in the Council Chamber, members of the council are seated at the rostrum and each has a nameplate for recognition. City staff members are seated on each side of the rostrum.

The council meets the first and third Tuesday of each month at 6:30 p.m. in the Council Chambers with a pre-meeting at 6:15 pm for the purpose of discussing items on the Council's consent agenda, as needed, and the scheduling/introduction of items on Council's regular agenda for the Regular Meeting, and holds public hearings or work sessions as needed, typically during the second and fourth Tuesday of each month at 6:00 p.m., as well as other meeting dates when required.

#### AGENDA FOR COUNCIL MEETINGS

Meeting agendas are available just prior to, or during the meeting, and are placed near the door to the Council Chamber. Copies may be picked up in the city clerk's office without charge or downloaded from the city's website at [www.cityoflaramie.org](http://www.cityoflaramie.org).

#### COPIES OF AGENDA ITEMS

Agenda items may be downloaded from the city's website at [www.cityoflaramie.org](http://www.cityoflaramie.org). Any writings distributed during a public meeting will also be available for public inspection at the meeting if prepared by city staff or a council member, or after the meeting if prepared by someone else.

#### PUBLIC PARTICIPATION

The council welcomes suggestions and comments which help meet the needs of the city and improve its operation, and also welcome questions which may clarify its responsibilities or its decisions. Set forth below are procedures for addressing the council.

In person: You may stand or raise your hand until recognized by the mayor or presiding officer. Please step to the lectern and microphone when addressing the council.

Via web conference: Press the "raise hand" button or equivalent on the web conference platform during appropriate public comment periods.

#### IDENTITY OF SPEAKERS

The chair will ask each speaker to write the speaker's name on a sign-up sheet so they are correctly recorded in the minutes. The chair will ask each speaker to state the speaker's first and last name and whether the speaker resides in the city to introduce themselves before speaking.

#### PROCLAMATIONS

To request a proclamation at a regular City Council meeting requests must be submitted to the City Clerk fourteen (14) days prior to the date of the council meeting you are requesting the presentation. Proclamations must be non-partisan and pertain to local civic causes or issues. A requestor must: submit the proclamation with title fourteen (14) days before the date of the council meeting; state the date requested for the proclamation to be read; format the proclamation as one legal size page in Word; provide the names of attendees at the meeting who will accept the proclamation; and attend the meeting to receive the proclamation. Upon receipt, the City Clerk will email requests to be reviewed by City Council and notice of the date to be read will be emailed to the person submitting the request upon approval of placement on the agenda.

### SPECIAL PRESENTATIONS

Special presentations which include slides, films, etc., will be scheduled prior to the beginning of a council meeting. Arrangements must be made in advance with the city clerk at least one (1) week prior to a meeting in order that the presentation may be noted on the agenda and advance notice provided to members of the council, news media and other interested persons. Special presentations during the course of a meeting will only be allowed with the prior approval of the council.

### WRITTEN MATERIAL

Any person providing written or other material to city council at a meeting shall provide the material to the city clerk, who will then disseminate the material to council members and staff as necessary and retain a copy for the official city records. If any person intends to appear before the council and provide it with written material, it should be delivered to the city clerk's office six (6) days in advance of the meeting (sooner if there are holidays prior to the meeting) in order that copies may be included with the agenda and to give the council an opportunity to review the material in advance of the appearance.

If written material is provided to the council at the meeting, it may affect the council's consideration of the matter. Therefore, the council will determine whether or not to continue the matter to a later date in order that it will have time to consider the written material.

### DISABILITY ACCOMMODATION

City council meetings are open to the public. Requests for accommodations from persons with disabilities must be made to the city manager's office at least twenty-four (24) hours in advance of a meeting. The city manager's office may be reached at 721-5226. Anyone who has difficulty hearing the proceedings of a meeting may be provided with a portable listening device by requesting one from the city clerk. The device works directly from the public address system, and the listener can hear all speakers who are using a microphone. Anyone who is hearing impaired and requires the services of an interpreter to observe or participate in a meeting should contact the city clerk's office within seven (7) days prior to the date of the meeting.

### MICROPHONES

City council meetings are recorded and/or televised when held in the council chamber. In order for the audience to receive a clear audio signal, it is essential that members of the audience use the lectern microphone when addressing the council.

#### TIME LIMIT

Each member of the audience speaking to the council shall limit their presentation to no more than three (3) minutes, unless the time is waived by the council on any specific item. A speaker may not defer the speaker's time to other speakers. Groups or organizations are encouraged to select a spokesperson to speak on their behalf. Speakers are also encouraged to not repeat comments made by prior speakers, but rather to only indicate their agreement with the comments.

#### ELECTRONIC DEVICES

To observe the order and decorum of city council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers or computers should be turned off or set to vibrate.

#### HEARINGS

Any member of the audience may speak on items scheduled for hearing at the time the mayor declares the hearing open to the audience. Council members will disclose any communications with any individual or party in which they were involved prior to any hearing that is quasi-judicial in nature.

#### REGULAR AGENDA

All items listed under the regular agenda are in the order which require council action at this meeting. The items will be considered in the order set during the meeting. Any person may speak on items listed on the regular agenda if recognized by the chair.

#### PUBLIC COMMENTS

A member of the general public may address the council at every meeting of the city council.

1. When specific topics have been scheduled for work session discussion, the mayor or presiding officer may specifically request or invite members of the public who may have a special interest, involvement, information or expertise of the topic to address the council.
2. Members of the public may also address council on specific topics scheduled for consideration. The chair will call for comments from the public at the appropriate time as per the established agenda for the meeting.
3. When a member of the general public seeks to address the council during public comments, the council may briefly respond to statements made or questions posed. However, council members should not engage in inter-council discussions. On its own initiative or in response to questions posed by such

person, council members may [request that the Mayor provide direction to City staff, invited guests or consultants, or relevant council members to provide factual clarifying information](#) ~~ask questions for clarification, provide a reference to staff or other resources for factual information,~~ or request staff to report back at a subsequent meeting.

#### REPORTS AND COMMUNICATIONS

Staff reports and communication items are being provided to the council primarily for information. Accordingly, these matters will not be discussed unless a member of the council or general public requests such discussion. However, no action shall be taken on these matters unless the matter is included as an action item at a subsequent meeting and included on the posted agenda as such.

#### EXECUTIVE SESSION

A description of the items, if any, to be discussed in executive session will be listed on the agenda.

#### TIME LIMIT OF MEETINGS (referenced in 2.09)

No additional agenda item will be introduced at a regular city council meeting after the hour of 9:30 p.m. unless the majority of the city council members present vote to extend the meeting. If the item introduced at a regular city council meeting and being discussed by 9:30 p.m. is not concluded by 10:00 p.m., the council may adjourn the regular city council meeting to another date to conclude discussing the agenda item or the next regular city council meeting. All items remaining on council's regular agenda would be moved to the next regular city council meeting and will be given priority over any additional items on the regular city council's agenda.

When an executive session is on the agenda the above 9:30 p.m. changes to 9:00 p.m. and the 10:00 p.m. changes to 9:30 p.m.


#### MINUTES

Official minutes of council meetings are prepared and kept by the city clerk and are reviewed and approved by the city council (usually at the next regular meeting). Copies of approved minutes are available at the city clerk's office or on the city's website at [www.cityoflaramie.org](http://www.cityoflaramie.org).

## **APPENDIX C**

### **GUIDELINES FOR ADDRESSING THE COUNCIL**

1. Persons attending a city council meeting may address the council during the period of time specified on the agenda.
2. Presentations concerning agenda items will be heard only upon approval by the chair.
3. An individual wishing to address the council should approach the lectern or raise their hand via web conferencing; wait to be acknowledged by the chair to speak, and clearly state the speaker's name and whether the speaker resides in the city before making general remarks.
4. All remarks should be directed to the chair. The chair may wish to refer any questions to the proper council member or to city staff.
5. Productive public comments should not include threatening or obscene language, personal defamatory statements, or any disorderly conduct that impedes, disrupts or disturbs the orderly conduct of any meeting, hearing or other proceeding.
6. Large groups are encouraged to express their views through a single spokesperson rather than individually. Individuals should observe the three (3) minute time limit when speaking. The council may vote to suspend the rules and allow more time for a public comment upon a 2/3 vote.
7. Comment cards may be used for items when extensive public participation is anticipated. Individuals who wish to give written comments should submit a completed card to the city clerk.
8. To maintain order, applause or other unnecessary disturbances are discouraged.
9. Petitions should be presented to the city clerk.
10. Members of the audience are encouraged to speak before the council but they cannot make motions or otherwise participate in the meeting.

	<p><b>Agenda Item: Resolution</b></p> <p><b>Title: Resolution 2026-18, Formally Waiving the Requirements Set Forth in Wyoming Statute 16-1-1001(I)(B), Wyoming Resident Contractors, for the West Laramie Lift Station Project</b></p>
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**Recommended Council MOTION:**

I move to approve Resolution 2026-18, waiving the Wyoming resident contractor participation requirement for the purchase of the Smith & Loveless prefabricated lift station, or equivalent, as part of the West Laramie Lift Station Project, and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

City Council Goal: Infrastructure Planning & Investment

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**Background:**

The City of Laramie is working to design and construct the West Laramie Lift Station Project which will replace an existing, aging sewage lift station that has reached the end of its service life. The project is funded through the Clean Water State Revolving Fund and is necessary to maintain reliable sanitary sewer service and protect public health and environmental quality.

Wyoming Statute § 16-6-1001 requires that not less than 70 percent of sub-contract work, in a Construction Manager at Risk contract, be awarded to responsible Wyoming resident contractors, unless the work is specialized or more appropriately performed by out-of-state contractors. A critical element of this project is the installation of a prefabricated lift station unit that must integrate seamlessly with the City’s existing system and meet stringent performance, reliability, and operational requirements.

The project’s design is a Smith & Loveless prefabricated lift station selected based on proven compatibility with the city’s system, demonstrated performance in similar applications, and the availability of specialized technical support essential for startup and long-term operation. The prefabricated lift station represents approximately 17 percent of the total project cost. The City has determined that there are no Wyoming-based manufacturers capable of providing this equipment while meeting the project’s technical and service requirements.

Because the manufacture and supply of this equipment is specialized and cannot be reasonably sourced in-state, strict application of the resident-contractor requirement is not practicable. The proposed resolution documents the basis for waiving that requirement solely for procurement of a prefabricated lift station to ensure successful project delivery and long-term system reliability.

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**Legal/Statutory Authority:**

Wyoming Statute § 16-6-1001  
Wyoming Statute § 16-6-1001(a)(i)(E)

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## **BUDGET/FISCAL INFORMATION:**

### **EXPENSE**

Included in the Guaranteed Maximum Price (GMP) for the West Laramie Lift Station project.

### **Responsible Staff:**

Brooks Webb, Public Works Director

Eric Jaap, P.E., City Engineer

Mark Hazelett, P.E., Sr. Engineer

Attachments:

Resolution 2026-18

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-18**

**A RESOLUTION FORMALLY WAIVING THE REQUIREMENTS SET FORTH IN WYOMING STATUTE  
16-1-1001(I)(B), WYOMING RESIDENT CONTRACTORS FOR THE WEST LARAMIE MAIN LIFT  
STATION PROJECT**

**WHEREAS**, the City of Laramie plans to construct the West Laramie Main Lift Station (Project) to replace an existing and aged sewage lift station, funded through the State of Wyoming. Wyoming Statute § 16-6-1001 requires the contractor, construction manager at risk, or design-builder to award responsible resident contractors not less than seventy percent (70%) of the work covered under the contract unless the work to be performed is specialized or of such a scale that can be more suitably performed by out of state contractors; and

**WHEREAS**, the West Laramie Main Lift Station Project requires installation of a pre-fabricated lift station unit that is fully compatible with the City's existing system and meets stringent performance and reliability requirements necessary for safe and continuous sanitary conveyance and operation; and

**WHEREAS**, Smith & Loveless, Inc. served as the basis of design based on demonstrated compatibility with the City's existing system, proven performance and reliability in similar installations, and the availability of essential follow-on service and technical support that are critical to successful implementation, startup, and long-term operation of this facility; and

**WHEREAS**, the purchase of the pre-fabricated lift station represents approximately 17% of the total contract funding for the Project. There are no pre-fabricated lift station manufacturers located in the State of Wyoming capable of providing a pre-fabricated lift station unit, or meeting the Project's technical, performance, and service requirements; and

**WHEREAS**, the manufacture and supply of this pre-fabricated lift station is specialized work that demands specific design, fabrication, and post-installation technical support. For these reasons, procuring this equipment from an out-of-state manufacturer is unavoidable; and

**WHEREAS**, based on the above findings, the City of Laramie finds that strict application of the resident-contractor participation requirement of Wyoming Statute § 16-6-1001 is not practicable for the procurement of the pre-fabricated lift station for the West Laramie Main Lift Station Project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 1.** That the Laramie City Council hereby approves and grants a waiver of the resident-contractor participation requirement pursuant to W.S. § 16-6-1001 for the purchase of the Smith & Loveless pre-fabricated lift station, or equivalent, as part of the West Laramie Main Lift Station project. This waiver is necessary to ensure the Project's successful completion, implementation, startup, and reliable long-term operation. This waiver is hereby granted for all items procured from Smith & Loveless, or an equivalent manufacturer, for the West Laramie Main Lift Station Project.

**BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 2.** That this resolution shall be provided to the Governor of the State of Wyoming as required by Wyoming Statute 16-6-1001(a)(i)(E) and published on a website maintained by the state construction department, including a statement of the grounds of the waiver.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.


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Sharon Cumbie, Mayor and President  
of the Laramie City Council

Attest:

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Nancy Bartholomew, CMC,  
City Clerk

	<p><b>Agenda Item:</b> Resolution</p> <p><b>Title: Resolution 2026-19, A Resolution Appointing One Member to the Laramie Advisory Commission on Disabilities</b></p>
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**Recommended Council Motion:**

I move that Laramie City Council approve Resolution 2026-19, appointing JoCarol Ropp to the Laramie Advisory Commission on Disabilities for term expiring October 31, 2027 and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

To benefit from citizen representation on the Laramie Advisory Commission on Disabilities.

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**Background:**

The Laramie Advisory Commission on Disabilities acts in an advisory capacity to the City Council on all matters respecting persons who have a disability, and to advise the city administration and City Council on issues regarding persons with disabilities in the community.

Advertised	Dec. 18, 20, 24, 26; January 3, 7, 9,15, 22, 24, 28, and 30
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**Legal/Statutory Authority:**

Laramie Municipal Code 2.52

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**Responsible Staff:**

Patti Russell, Human Resources Director, Email: [prussell@cityoflaramie.org](mailto:prussell@cityoflaramie.org), Phone: 307-721-5229

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**Attachments:**

Resolution 2026-19

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-19**

**A RESOLUTION APPOINTING ONE MEMBER TO THE  
LARAMIE ADVISORY COMMISSION ON DISABILITIES**

**WHEREAS**, Council for the City of Laramie, Wyoming (City) created the Laramie Advisory Commission on Disabilities (LACD) pursuant to Section 2.52.010 of the Laramie Municipal Code to consist of nine (9) members who are appointed by the City Council for a term of three (3) years; and

**WHEREAS**, Michelle Blakley has resigned from the Commission, creating one vacancy on LACD; and

**WHEREAS**, one applicant was successfully interviewed by the LACD Council liaison and one Council Representative; and

**WHEREAS**, this vacancy exists on the Laramie Advisory Commission on Disabilities, pursuant to Section 2.52.010 of the Laramie Municipal Code, City Council shall fill the vacancy.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by this reference.

**Section 2.** That, City Council appoints JoCarol Ropp (eligibility requirement no disability) to the Laramie Advisory Commission on Disabilities with a term expiring October 31, 2027.

**Section 3.** That this resolution is effective upon passage and approval.

**PASSED, APPROVED, AND ADOPTED this 17th day of February 2026.**

\_\_\_\_\_  
Sharon Cumbie, Mayor and President of the  
Laramie City Council

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

	<p><b>Agenda Item: Contract</b></p> <p><b>Title: Award of Contract for the Purchase of Six Hundred (600) Water Meters for the Meter Replacement Program</b></p>
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**Recommended Council MOTION:**

I move to Award the Contract for the Purchase of Six Hundred (600) Water Meters for the Meter Replacement Program to Metron Farnier, Inc. for an amount not to exceed two hundred thirty-two thousand two hundred dollars (\$232,200.00) and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

Implement cloud-based smart water meters citywide to improve efficiency and reduce labor, shipping, and material costs.

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**Background:**

The Utilities Water Division has approved funding in the FY26 budget for ongoing meter replacement and maintenance programs in the Operations and Maintenance Budget. This program was approved to enrich the meter reading program, improve customer leak response time and enhance performance of the municipal water system. The S30DB ¾” meter with VN-LTE read technology is a smart meter which reads in the Cloud providing up to date customer consumption information, allows staff to detect leaks sooner, and can determine if a meter repair or maintenance needs to be completed. The Cloud-read meters do not require drive-by reading as the older style meters. The change out in the Laramie system is approximately fifty-five percent (55%) Cloud read meters and forty-five percent (45%) drive-by radio read meters, which are read monthly.

The Utilities Meter budget has included this funding for several years. Typically, meters are ordered month-by-month in correlation to meter maintenance and replacement needs which average one hundred (100) ¾-inch meters per month. Each order is shipped from Metron Farnier with shipping fees of \$225.00 on average per month. Staff is requesting to order a six-month supply of ¾-inch meters to continue with the meter change out project and by ordering in bulk, Metron Farnier will deliver the meters with no shipping or delivery charge. Estimated savings will be \$1,350.00 in shipping fees. Having more meters in will allow staff to move forward quicker with meter change outs.

In the future, after the completion of the meter change out to smart meters and the Utility Billing software conversion scheduled for early 2027, customers will be able to access their meter accounts and program criteria receiving notifications, leak detection information and monitoring of their consumptive use. The project will also save 32 staff hours per month on drive-by reads.

**BUDGET/FISCAL INFORMATION:**

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**REVENUE**

Source	Amount	Type
Utility Meter Fund	\$745,000.00	User Fees
Grants for Projects		
Loans on Project		
Other		
Total	\$745,000.00	

**EXPENSE**

## Proposed Project Cost

Project Budget	Amount	Funds
Project Cost	\$232,200.00	Utility Fund- Water Meters 5170300-425610
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$232,200.00	
Contingency 0%	\$0.00	
Total Amount	\$232,200.00	

## Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$745,000.00	Utility Fund- Water Meters 5170300-425610
Less Amount Spent to Date	\$404,573.00	
Remainder of Budget	\$340,427.00	

**Responsible Staff:**Brooks Webb, Public Works Director, [bwebb@cityoflarame.org](mailto:bwebb@cityoflarame.org)Shawn Klein, Public Works Deputy Director, [sgarcia@cityoflarame.org](mailto:sgarcia@cityoflarame.org)Scott Palm, Utility Superintendent, [spalm@cityoflarame.org](mailto:spalm@cityoflarame.org)

## Attachments:

Metron Contract 600 meters

CITY OF LARAMIE, WYOMING

BID FORM/CONTRACT

**AWARD OF CONTRACT FOR THE PURCHASE OF 600 S30DB 3/4 INCH  
SMART METERS WITH VN-LTE READ TECHNOLOGY**

**Public Works Department**

To: The Mayor and City Council  
City of Laramie  
406 Iverson Avenue  
P.O. Box C  
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

**Description: S30DB 3/4 inch smart with VN-LTE read technology      Unit Cost: \$387.00**

**Total Cost: \$232,200**

**AWARD OF CONTRACT FOR 600 S30DB 3/4 INCH SMART METERS WITH VN-LTE  
READ TECHNOLOGY.....\$232,200**

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item within 30 calendar days from receipt of order on February 17<sup>th</sup>, 2026.

The undersigned has checked carefully all the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned agrees that the City has the right to hold all bids received for a period of thirty (30) days after date of opening thereof.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

Name of Bidder: Metron Farnier, Inc.


By: Matt Kosorok

Title: Vice President of Enterprise Solutions

Address: 5665 Airport Blvd.

Boulder, Colorado 80301

Phone: (800) 7-METRON

Signature 

Dated this 30TH day of JANUARY, 2026.

\*\*\*\*\*

This Bid Form/Contract is hereby accepted and approved by the City of Laramie,  
Wyoming.

BY: \_\_\_\_\_  
Sharon Cumbie, Mayor and President of the  
Laramie City Council

Attest:

\_\_\_\_\_  
Nancy Bartholomew, City Clerk

# Metron-Farnier

Smart Water Meters & Systems



## Quotation

Date: 1/30/2026

To: Laramie, WY

Attn:

Phone:

Item	Quantity	Description	Unit	Total
	600	S30DB w/VN 12' Paddle	\$387	\$232,200

10 Year Prepaid Connectivity  
Billing Integration included  
ZERO hidden fees


Quoted by: Kevin Kosorok

### Terms & Conditions:

1. Prices are F.O.B. Boulder, CO
2. State and Local Sales Tax Not Included
3. Payment: Net 30 Days

### Address Purchase Order To:

METRON-FARNIER, INC.  
5665 Airport Blvd.  
Boulder, CO 80301  
Phone: (800) 7-METRON  
Fax: (303)449-1464

	<p><b>Agenda Item:</b> Licensing</p> <p><b>Title:</b> Transfer of Retail Liquor License #12 from AB Laramie LLC to Big D Oil Company dba Big D #27 Located at 2901 Grand Avenue</p>
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**Recommended Council Motion:**

I move that the Laramie City Council approve the transfer of Retail Liquor License #12 from AB Laramie LLC to Big D Oil Company dba Big D Oil #27 located at 2901 Grand Avenue for a license year of February 18, 2026 to May 7, 2026, contingent upon the completion of sale and will remain non-operational until construction has been completed with issued permits.

**Administrative or Policy Goal:**

To process liquor license application in accordance with Wyoming State Statutes Title 12 and Laramie Municipal Code 5.09.

**Background:**

An application to transfer Retail Liquor License #12 from AB Laramie LLC dba Applebee’s to Big D Oil Company dba Big D #27 located at 2901 Grand Avenue, was filed in the City Clerk’s Office on January 21, 2026. The application has been reviewed for completeness by the City Clerk’s Office and appropriate divisions.

The application documentation presented appears to be complete. Advertisement was submitted to the local newspaper for publication. The Wyoming Liquor Division received the application ten days before the review date by Council in accordance with Wyoming State Statutes W.S. 12-4-104(d).

Advertised	January 28, 2026 and February 4, 2026
Public Hearing (PH) Held	February 17, 2026

**Legal/Statutory Authority:**

Wyoming State Statutes Title 12 and Laramie Municipal Code 5.09.

**Responsible Staff:**

Nancy Bartholomew, City Clerk, Email: [nancyb@cityoflaramie.org](mailto:nancyb@cityoflaramie.org), Phone: 307-721-5233

**Attachments:**

12 Big D Oil Company LL App 2-17-26

# NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Transf. from:		
1 <sup>st</sup> Reviewer:		/ /
2 <sup>nd</sup> Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk		Local License # <u>12</u>
Filing In Jurisdiction: <input checked="" type="checkbox"/> CITY or TOWN OF: <u>Laramie</u> <input type="checkbox"/> COUNTY OF: _____		Date filed with clerk: <u>1, 21, 26</u> Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) <u>1, 29, 26 &amp; 2, 3, 26</u> Public Hearing Date: <u>2, 17, 26</u> Publishing Fee: \$ <u>billed by paper</u> Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>
Fees Annual License Fee: \$ <u>15</u> Prorated License Fee: \$ _____ Transfer Fee: \$ <u>100.00</u>		License Term: <u>02, 18, 26</u> Through <u>05, 07, 26</u> <small>Month Day Year Month Day Year</small>
LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY! PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		
<b>SECTION 1: APPLICANT &amp; LOCATION INFORMATION</b>		
Applicant (Business Name): <u>Big D Oil Company</u>		
Doing Business As (DBA) / Trade Name: <u>Big D #27</u>		
Building to be licensed / Building Address: <u>2901 E Grand Ave</u>		
<small>(Address Number, and Suite or Unit Number, and Street or Road Name)</small>		
<u>Laramie WY 82070 Albany</u>		
<small>City State Zip County</small>		
Local Mailing Address: <u>PO Box 1378</u>		
<small>(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)</small>		
<u>Rapid City SD 57709 Pennington</u>		
<small>City State Zip County</small>		
Business Telephone Number: <u>(605) 342-6777</u> Fax Number: _____		
Business E-Mail Address: <u>bigdchevyane1@gmail.com</u>		
Business Primary Contact: <u>Clyde Meade</u>		
<small>First Name Last Name</small>		
<b>SECTION 2: FILING AS (CHOOSE ONLY ONE)</b>		
<input type="checkbox"/> INDIVIDUAL   <input type="checkbox"/> GENERAL PARTNERSHIP   <input type="checkbox"/> LP   <input type="checkbox"/> LLP   <input type="checkbox"/> LLLP   <input type="checkbox"/> LLC   <input type="checkbox"/> LC   <input checked="" type="checkbox"/> CORPORATION (INC) <input type="checkbox"/> NON-PROFIT CORPORATION (NCORP)   <input type="checkbox"/> POLITICAL SUBDIVISION   <input type="checkbox"/> ORGANIZATION   <input type="checkbox"/> OTHER _____		
<b>SECTION 3: FILING FOR (CHOOSE ONLY ONE)</b>		
<input checked="" type="checkbox"/> NEW LICENSE OR PERMIT   <input type="checkbox"/> RENEWAL OF LICENSE OR PERMIT <input checked="" type="checkbox"/> TRANSFER OF LOCATION   <input type="checkbox"/> TRANSFER OF OWNERSHIP*   <input checked="" type="checkbox"/> TRANSFER OF OWNERSHIP* and LOCATION		
*For a Transfer of Ownership: Attach a Form of Assignment Formerly Held by: <u>AB Laramie WY LLC</u>		
<b>SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b>		
(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales		
<input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE   <input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT   <input type="checkbox"/> MICROBREWERY PERMIT <input type="checkbox"/> WINERY PERMIT   <input type="checkbox"/> WINERY SATELLITE PERMIT   <input type="checkbox"/> MANUFACTURER SATELLITE PERMIT		
(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))		
<input type="checkbox"/> ON-PREMISE: BAR   <input checked="" type="checkbox"/> OFF-PREMISE: PACKAGE STORE   <input type="checkbox"/> ON & OFF PREMISE: BAR & PACKAGE STORE		
(b) Licenses and Permits Authorized for ONLY On-Premise Sales		
<input type="checkbox"/> RESTAURANT LIQUOR LICENSE   <input type="checkbox"/> BAR AND GRILL LIQUOR LICENSE   <input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> RESORT LIQUOR LICENSE   <input type="checkbox"/> RESORT HOTEL LIQUOR LICENSE   <input type="checkbox"/> RESORT LIQUOR LICENSE-SKI RESORT LIMITED RETAIL LIQUOR LICENSE (CLUB)   <input type="checkbox"/> GOLF CLUB   <input type="checkbox"/> VETERANS CLUB   <input type="checkbox"/> FRATERNAL CLUB   <input type="checkbox"/> SOCIAL CLUB		
<b>SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)</b>		
<input type="checkbox"/> COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))   <input type="checkbox"/> GOLF CLUB (W.S. 12-5-201(f))   <input type="checkbox"/> GUEST RANCH (W.S. 12-5-201(f)) <input type="checkbox"/> Other: _____		
<b>SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(iii) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections</b>		
<input type="checkbox"/> SEASONAL   MONTHS OF OPERATION: from <u>6am</u> to <u>10pm</u> <input checked="" type="checkbox"/> All Year (Jan-Dec) <input type="checkbox"/> NON-OPERATIONAL / PARKED   DAYS OF WEEK OF OPERATION: from <u>6am</u> to <u>10pm</u> <input checked="" type="checkbox"/> Every Day (Mon-Sun) HOURS OF OPERATION: from <u>6am</u> to <u>10pm</u> <input type="checkbox"/> 24 Hours a Day		

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant OWNS the licensed building.  YES (own)
- (b) The Applicant LEASES the licensed building.  YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i) The lease term expiration date is: \_\_\_\_/\_\_\_\_/\_\_\_\_; or,  Does not expire / Automatically Renews.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit.

- (ii) The lease term information is located on page(s) \_\_\_\_\_ paragraph(s) \_\_\_\_\_.
- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) \_\_\_\_\_ paragraph(s) \_\_\_\_\_.

Note: The lease **MUST** contain a provision specifically allowing the **SALE OF ALCOHOLIC or MALT BEVERAGES**.

- (c) RENEWAL ONLY: The lease is current and on file with the Licensing Authority.  YES  NO
- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?  YES  NO
- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection therewith.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-4-401, 12-4-402, 12-4-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection therewith.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted?  YES  NO
- (i) If YES, is a copy of the food and beverage contract or lease attached?  YES  NO
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iii) If NO to (a) (i), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached?  YES  NO

6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

(a) Gross sales figures and percentages of income derived from:	(Line 1) Liquor Sales:	\$ _____	(____%)
	(Line 2) Food Sales:	\$ _____	(____%)
(Line 1 + Line 2 must = Line 3)	(Line 3) Gross Sales:	\$ _____	(____%)

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(b)(i)(b)

(a) Gross sales figures and percentages of income derived from:	(Line 1) Liquor Sales:	\$ _____	(____%)
	(Line 2) Food Sales:	\$ _____	(____%)
	(Line 3) Entertainment Sales:	\$ _____	(____%)
(Line 1 + Line 2 + Line 3 must = Line 4)	(Line 4) Gross Sales:	\$ _____	(____%)

**8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv)  YES  NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)  YES  NO
- (f) If YES to (e), attach a copy of the contract or subcontract.
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iii) If NO to (e) (ii), attach a copy of the current contract or subcontract.

**9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405**

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i)  YES  NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii)  YES  NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii)  YES  NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv)  YES  NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v)  YES  NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)  YES  NO
- (g) If YES to (f), attach a copy of the contract or subcontract.
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

**10. MICROBREWERY PERMIT:**

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?  YES  NO  
If YES to (a); contact the Wyoming Liquor Division for further information.
- RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(ix)(x)
- (b) Malt Beverage Production  
Minimum barrel production required for the current license term: 50.00  
(i) Barrels produced to date for the current license term: \_\_\_\_\_  
(ii) Variance: \_\_\_\_\_
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law?  YES  NO
- (d) If NO to (c), attach a written explanation.

**11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(ii)(B)**

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)**

- (a) Does the golf club have more than fifty (50) bona fide members?  YES  NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?  YES  NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?  YES  NO
- (i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)  YES  NO
- (ii) If YES, is a copy of the food and beverage contract or lease attached?  YES  NO
- (iii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract.

**14. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(i)(E) / W.S. 12-4-301(b)**

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
  - (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
  - (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service?  YES  NO
  - (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
  - (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
  - (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
  - (g) Is a true copy of the club bylaws attached to this application?  YES  NO
  - (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)  YES  NO
- (i) If YES to (h), attach a copy of the Petition(s).

**15. For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(i) & (ii)**

Each individual, partner or officer (as applicable) listed below must complete all of the information below.  
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**16. For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)**

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws?  YES  NO  NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.  
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Donald Policky				32	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF South Dakota )  
~~MISSOURI~~ )  
 COUNTY OF Pennington ) , ss.

Signed and sworn to before me on this 9<sup>th</sup> day of January, 2026 that the facts alleged in the foregoing instrument are true by the following

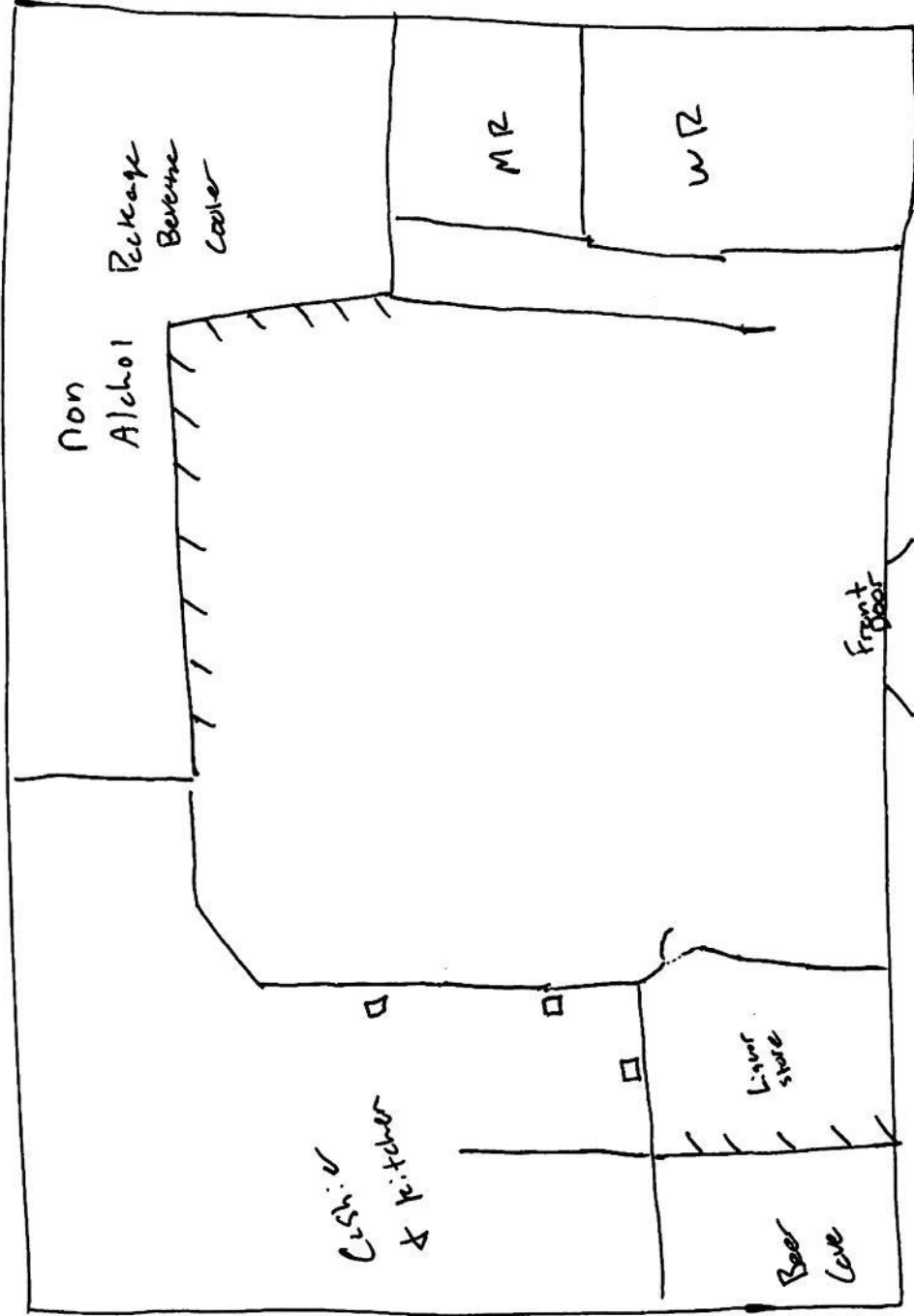
1)	<u>[Signature]</u> (Signature)	<u>Don Polidky</u> (Printed Name)	<u>President</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal: [Signature]  
 Signature of Notary Public

(SEAL)



My commission expires 12/4/29



- Remove car wash, Expand Building interior
- ~~the~~ Liquor Store to have dedicated interior Entrance + dedicated POS.
- Similar to Big D in wright, cheyenne, Casper, Gillette



**KRS**  
KRS DESIGN GROUP  
1000 S. 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
781.303.1234

**CLIENT / PROJECT**  
BIG D OIL — CASPER, WY — INTERIOR DESIGN

**RSB — ENTRY TO LEFT OF STORE**

02.28.2024 09

December 9, 2025

Re: AB Laramie WY, LLC dba Applebee's Neighborhood Grill & Bar

Dear City Council:


I Craig Hannay, Managing Member/President of AB Laramie WY, LLC dba Applebee's Neighborhood Grill & Bar authorize the transfer of liquor license #RTL-12 from AB Laramie WY, LLC dba Applebee's Neighborhood Grill & Bar to Big D Oil Company dba Big D #27 upon the approval of your Council.

Thank you in advance,

A handwritten signature in black ink, appearing to read 'Craig Hannay', written over a horizontal line.

Craig Hannay, Managing Member  
AB Gillette WY, LLC



	<p><b>Agenda Item: Resolution</b></p> <p><b>Title: Resolution 2026-22, Authorizing a Site Lease and a Facilities Sublease Agreement</b></p>
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**Recommended Council MOTION:**

I move that the Laramie City Council approve Resolution 2026-22, authorizing a site lease and facilities sublease agreement, and authorize the Mayor and City Clerk to sign.

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**Administrative or Policy Goal:**

The Finance Director must propose financing strategies when it is in the City’s best interest to spread out the cost of a major capital project or equipment acquisition over time. Various options exist when the City determines that a pay-as-you-go approach is not suited to a project. At times, outside professionals are engaged to help evaluate the best option.

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**Background:**

The design and scoping of the City Hall and the Annex building improvement project began several years ago. The goal of this project is to modernize working and storage spaces, while maximizing use of the limited space available in the City Hall and Annex buildings. Based on the architect’s recommendation, staff determined that the most efficient use of resources would be returned by remodeling the City Hall basement in full and all three floors of the Annex building. Voter approved 2018 SPET funds were available for this project, but there was a funding gap of approximately \$1.9 million. The Finance Director recommended against using cash reserves to fill the funding gap, as plans were in the works for additional investment in street and surface water drainage infrastructure.

The Finance Director engaged with the City’s Municipal Advisor, Todd Bishop, to determine acceptable ways to secure the proceeds needed to construct the full project. Rick Thompson, legal counsel in financing matters, was also engaged. A site lease and facilities sublease agreement was chosen as the model, and Todd Bishop worked with banks to directly place the transaction in a competitive manner. The bid proposal was submitted to 7 banks; 4 responded with rates ranging from 4.12%-4.75% over the 7 year lease term.

The City’s Municipal Advisor and Finance Director recommend awarding the site lease and facilities sublease agreement to FNBO for the 4.12% proposed rate. This rate barely exceeds the 7-year treasury yield curve and is a very competitive offer in the current environment.

The site lease has been secured as the mechanism to fill the project funding gap based on current SPET collection estimates. When the tax is fully collected, and excess funds are distributed by the County Treasurer, the Finance Director will work with the City Manager to evaluate the best use of those proceeds.

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**Legal/Statutory Authority:**

IRS Code Sections 141, 145, & 265

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**Budget Information:**

The financing of this project through the lease-sublease transaction has been disclosed in the City's adopted budget publication and has been openly discussed in previous public meetings.

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**Responsible Staff:**

Jennifer Wade, Administrative Services Director

Email: [jwade@cityoflarame.org](mailto:jwade@cityoflarame.org) Phone: 307-721-5224

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**Attachments:**

Resolution 2026-22

Site Lease Agreement

Sublease Agreement

**CERTIFIED RECORD**

**OF**

**PROCEEDINGS OF THE GOVERNING BODY OF**

**THE CITY OF LARAMIE, WYOMING**

**HELD ON FEBRUARY 17, 2026**

**AUTHORIZING**

**A SITE LEASE AND A FACILITIES SUBLEASE AGREEMENT**

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

A regular meeting of the governing body (the "Governing Body") of the City of Laramie, State of Wyoming, was held at the regular meeting place of the Governing Body at 406 Iverson Avenue, Laramie, Wyoming, on Tuesday, the 17th day of February, 2026, at the hour of 6:30 p.m. pursuant to notice and call duly given to each member of the Governing Body.

The meeting was called to order by the Mayor, and upon roll call, the following members were present, constituting a quorum:

Mayor:

Council Members:

Absent:

Also Present:

Thereupon the following proceedings, among others, were had and taken. The following resolution was introduced and read by title only:

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-22**

**A RESOLUTION AUTHORIZING A SITE LEASE AND A FACILITIES  
SUBLEASE AGREEMENT**

**WHEREAS**, the City of Laramie, Wyoming (the “City”) is an incorporated municipality duly organized and existing under the constitution and laws of the State of Wyoming; and

**WHEREAS**, pursuant to W.S. § 15-1-103(a), the City is authorized to convey and lease property owned by the City, and make any orders respecting it deemed to be in the City’s best interest, and to perform all acts in relation to the property and concerns of the City necessary for the exercise of its corporate powers; and

**WHEREAS**, the governing body (the “Governing Body”) of the City, has determined that the needs of City include the leasing of certain property described in the Site Lease as hereinafter defined (the “Property”) and the subleasing of such Property pursuant to a Facilities Sublease Agreement as hereinafter defined; and

**WHEREAS**, pursuant to this resolution (the “Authorizing Resolution”), the City intends to enter into the Site Lease dated March 3, 2026, between the City, as Lessor, and First National Bank of Omaha, as Lessee (the “Site Lease”), and the Facilities Sublease Agreement, dated March 3, 2026 (the “Lease”) between First National Bank of Omaha, as Lessor, and the City, as Lessee, to provide for the payment of a portion of renovating, constructing and equipping the buildings located on the Property; and

**WHEREAS**, the Governing Body of the City desires to authorize certain officers of the City and members of the Governing Body to proceed to finalize the form of the Site Lease, the Facilities Sublease Agreement, and all other documents necessary to effect the financing and to negotiate the necessary terms and provisions thereof.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 1.** All action heretofore taken (not inconsistent with the provisions of this Authorizing Resolution) by the Governing Body or officers or employees of City, directed toward the leasing and subleasing of the Property are hereby ratified, approved and confirmed.

**Section 2.** The Site Lease, in substantially the same form as presented at this meeting, with such additions, omissions and changes as may be approved by the Mayor, the execution by the Mayor of the City being conclusive evidence of the City Attorney’s approval of any such additions, omissions, and changes, is hereby approved and the Mayor and the City Clerk of the City, where appropriate, are authorized and directed to affix thereto his, her or their signatures and the official corporate seal of the City.

**Section 3.** The Facilities Sublease Agreement, including the Exhibits thereto, in substantially the same form as presented at this meeting, with such additions, omissions and changes as may be approved by the Mayor, the execution by the Mayor being conclusive evidence of the City Attorney’s approval of any such additions, omissions, and changes, is hereby approved and the Mayor and the City

Clerk of the City, where appropriate, are authorized and directed to affix thereto his, her or their signatures and the official corporate seal of the City.

**Section 4:** The Mayor and the City Clerk of the City are authorized to execute such other documents and certificates and to take all actions necessary to effectuate the purposes of this Authorizing Resolution and the matters covered hereby.

**Section 5.** No provision of this Authorizing Resolution, the Site Lease or the Facilities Sublease Agreement shall be construed as creating or constituting a general obligation or other indebtedness of the City or a mandatory payment obligation of the City in any ensuing fiscal year beyond the current fiscal year. The City Treasurer is hereby authorized to deliver the lease payments to the Lessor under the Facilities Sublease Agreement which are due or become due in this current fiscal year.

**Section 6.** The Governing Body hereby designates the Facilities Sublease Agreement as a “qualified tax-exempt obligation” for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2026, including the Facilities Sublease Agreement, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000 and (b) that the reasonably anticipated amount of tax-exempt obligations that will be issued by the City during calendar year 2026, including the Facilities Sublease Agreement, will not exceed \$10,000,000. For purposes of this section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this section, the City includes all governmental units that are aggregated with the City under section 265(b) of the Code.

**Section 7.** If any section, paragraph, clause or provision of this Authorizing Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Authorizing Resolution.

**Section 8.** All resolutions, or parts thereof, inconsistent with this Authorizing Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

**Section 9.** This Authorizing Resolution shall be in full force and effect upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of February, 2026.**

By: \_\_\_\_\_  
Sharon Cumbie, Mayor and President of the  
Laramie City Council

ATTESTED:

By: \_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

A motion was made by Council Member \_\_\_\_\_ that the foregoing resolution be passed and adopted, and Council Member \_\_\_\_\_ seconded the motion. The roll was called with following results:

Those voting YES:

Those voting NO:

A majority of the members elected to the Governing Body having voted for the passage and approval of the resolution, the Mayor declared the resolution duly passed and adopted. After consideration of other business to come before the Governing Body, the meeting was adjourned.

( S E A L )

**CITY OF LARAMIE, WYOMING**

---

Sharon Cumbie, Mayor and President of the  
Laramie City Council

ATTESTED:

---

Nancy Bartholomew, CMC  
City Clerk

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF ALBANY    )

I, Nancy Bartholomew, the duly qualified and acting City Clerk of the City of Laramie, Wyoming (the "City"), do hereby certify:

1.     The foregoing pages numbered 1 through 5 inclusive, are true, correct and complete copies of the record of the proceedings of the Governing Body of the City (the "Governing Body"), had and taken at a regular meeting thereof held at the regular meeting place of the Governing Body at 406 Iverson Avenue, Laramie, Wyoming, on Tuesday, the 17<sup>th</sup> day of February, 2026 at the hour of 6:30 p.m., as recorded in the records of the Governing Body kept in my office.
  
2.     The proceedings of the Governing Body were duly had and taken as therein shown, the meeting therein shown was duly held, due notice and call was given each member, and the persons therein named as present at the meeting were present as shown by the minutes.
  
3.     Notice of the meeting has been given as required by statutes of the State of Wyoming relating to meetings of governmental agencies. (Sections 16-4-401 through 16-4-407.)

WITNESS my name and the seal of the City, this 17th day of February, 2026.

---

Nancy Bartholomew, CMC  
City Clerk

**SITE LEASE AGREEMENT**

between

**CITY OF LARAMIE, WYOMING,**  
as Lessor

and

**FIRST NATIONAL BANK OF OMAHA,**  
as Lessee

Dated as of March 3, 2026

## SITE LEASE AGREEMENT

**THIS SITE LEASE AGREEMENT** (the "Site Lease Agreement") dated as of the 3rd day of March, 2026, by and between the **CITY OF LARAMIE, WYOMING**, a municipal corporation, duly organized and existing under the constitution and laws of the State of Wyoming ("Lessor" or the "City"), and **FIRST NATIONAL BANK OF OMAHA**, as Lessee ("Lessee").

W I T N E S S E T H:

### ARTICLE ONE

#### Grant of Demised Premises and Description of Condition Thereof

Section 1.01 Lessor, for and in consideration of the rents hereinafter reserved and to be paid by Lessee and in further consideration of the satisfactory performance of the covenants and agreements hereinafter set forth to be kept and performed by Lessor, has granted, demised and leased and by these presents does GRANT, DEMISE AND LEASE unto the Lessee those certain premises situated in the City of Laramie, Albany County, Wyoming, and more particularly described in Exhibit A attached hereto and incorporated herein by reference;

TOGETHER WITH:

- (a) All and singular the appurtenances, rights, privileges and easements now or hereafter appertaining thereto (other than water rights appurtenant thereto, if any); and
- (b) All landscaping improvements now or hereafter appertaining thereto.

All of said property is hereinafter referred to as the "Demised Premises".

Section 1.02 The foregoing demise is made subject to the following:

- (a) All restrictions, regulations and statutes, and amendments and additions thereto, of any and all federal, state, county, and city authorities having jurisdiction over the Demised Premises or any portion thereof;
- (b) Any condition or facts about the Demised Premises which an accurate survey or physical inspection might reveal;
- (c) All covenants, restrictions, easements, reservations and agreements now recorded affecting the Demised Premises or any portion thereof;

(d) Building restrictions and regulations, zoning ordinances and regulations, and any amendments thereto, now in force and effect affecting the Demised Premises or any portion thereof; and

(e) All licenses, easements and rights-of-way if any, acquired by any public service and public utility corporation or agency to maintain and operate lines, wires, cables, poles, pipes, valves and distribution boxes, in, over and upon the Demised Premises.

Section 1.03 The Lessee agrees to accept the Demised Premises “as is.” Lessee further acknowledges that Lessor has not made any representation as to such physical condition or any other matter or thing affecting or relating to the aforesaid Demised Premises, except as may herein be expressly set forth.

Section 1.04 Lessor covenants and represents to Lessee that:

(a) Lessor has good fee simple title to Demised Premises;

(b) Lessor has done nothing, and has no knowledge of anything, which would adversely affect Lessor's ability to lease the Demised Premises to Lessee or Lessee's ability to use the Demised Premises in the manner contemplated under this Site Lease Agreement;

(c) Lessee has full right to the peaceful and quiet enjoyment of the Demised Premises during the term of this Site Lease Agreement, absent default by Lessee under the terms thereof, and Lessor will do nothing to disturb Lessee's continued peaceful and quiet enjoyment of the Demised Premises.

## ARTICLE TWO

### Construction of Public Improvements

Section 2.01 This Site Lease Agreement is entered into concurrently with or in anticipation of the execution of a Facilities Sublease Agreement, dated as of March 3, 2026, between First National Bank of Omaha, as Lessor, and the City of Laramie, Wyoming, as Lessee (the “Facilities Sublease Agreement”). The proceeds of this Site Lease will be used by Lessor for the purpose of renovating and constructing improvements to the Demised Premises to be used by the City for governmental purposes (the “Improvements”).

Section 2.02 If construction of the Improvements or any portion thereof, or any other improvements on or in connection with the Demised Premises requires the further grant of a license, easement or right-of-way on the Demised Premises to a public service or public utility corporation, or any architect, engineer or construction contractor, Lessor hereby agrees to grant said license, easement, or right-of-way upon receipt of a written request from the Lessee. Such request shall contain the precise legal description of said license, easement or right-of-way.

### **ARTICLE THREE**

#### Term

The lease term for this Site Lease Agreement shall commence as of the date of this Site Lease Agreement and shall extend until 11:59 p.m. on March 2, 2046, provided that the lease term shall automatically terminate earlier after the occurrence of the events described under Sections 4.2(b) or 10.3 (b) of the Facilities Sublease Agreement. Upon any termination of this Site Lease Agreement, the Lessor will execute and deliver to the City such appropriate instruments of release as the City may reasonably request and will surrender all rights to possession of the Property to the City.

### **ARTICLE FOUR**

#### Rent

The Lessee shall deliver the sum of \$1,932,000 to the City at the time of executing this Site Lease Agreement, which sum shall constitute the entire rental for the Demised Premises for the lease term during such period as this Site Lease Agreement remains in effect.

### **ARTICLE FIVE**

#### Place of Payment

The rental amount payable under the terms of this Site Lease Agreement, shall be paid at the office of Lessor or at such other place as Lessor shall designate by notice to Lessee.

### **ARTICLE SIX**

#### Use of Demised Premises

Section 6.01 It is anticipated that the Demised Premises will be used for public purposes not prohibited by the terms hereof, in furtherance of the best interests of the Lessor and its inhabitants and is intended for use in the promotion of the public health, benefit and welfare.

Section 6.02 In the event that the Demised Premises are leased to any lessee other than the City pursuant to the Facilities Sublease Agreement or otherwise, the Lessee shall not use or occupy nor permit or suffer the Demised Premises or buildings, structures, and improvements hereafter constructed or installed thereon to be used or occupied for any unlawful or illegal business, use or purpose, nor in any such manner so as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any certificate of occupancy or the equivalent thereof, if any, or of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. In the event of any such lease of the Demised Premises or structures thereon to any person other than Lessee, Lessor hereby agrees to grant such access easements, licenses or rights-of-way across any property of Lessor reasonably necessary for the use of the Demised Premises and any structures thereon by such other person. Lessor also agrees to grant such easements and similar rights reasonably necessary to comply with the provisions of Section 11.4 of the Facilities Sublease Agreement for a period not to exceed the term hereof.

## **ARTICLE SEVEN**

### Taxes and Utility Charges

Pursuant to the Facilities Sublease Agreement, the City has agreed to pay the taxes and assessments, if any, and all insurance premiums and utility charges levied or imposed on the Demised Premises. In the event that the Demised Premises and improvements thereon are leased by the Lessee or any successor thereto to another lessee pursuant to the Facilities Sublease Agreement or otherwise, then the Lessee agrees that such lessee will be required to pay, or cause to be paid, all such taxes, assessments, insurance premiums and utility charges.

## **ARTICLE EIGHT**

### Compliance with Laws and Regulations

Section 8.01 During the term hereof, Lessee, at its own cost and expense, shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other authorities having or claiming jurisdiction over the Demised Premises or appurtenances or any part thereof, and of all their respective departments, bureaus and officials, and of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies writing policies covering the Demised Premises or any part thereof, whether the same are in force at the commencement of the term of this Site Lease Agreement or may in the future be passed, required, ordered, enacted or directed.

Section 8.02 After notice to Lessor, Lessee may, by appropriate proceedings conducted promptly at Lessee's own expense, in Lessee's name, contest in good faith the validity or

enforcement of any such law, ordinance, requirement, direction, rule, regulation or order and may defer compliance therewith during the pendency of such contest so long as (a) such deferment shall not constitute an offense on the part of the Lessor, (b) Lessee shall diligently prosecute such contest to a final determination by a court, department or governmental authority or body having jurisdiction, and (c) Lessee shall furnish Lessor with such security, by bond or otherwise, as Lessor may request in connection with such contest.

## **ARTICLE NINE**

### Assignment and Subletting

Section 9.01 The Lessee shall have the right to assign or transfer this Site Lease Agreement or to sublease all or any part of the Demised Premises. The Lessee will not permit any encumbrance on Lessor's interest in property herein described except as may be contemplated or permitted hereby.

## **ARTICLE TEN**

### Events of Default

Section 10.01 Any one or more of the following events shall constitute Events of Default hereunder:

(a) If Lessee shall totally desert or completely abandon the Demised Premises and such desertion or abandonment shall continue for a period of ninety (90) days after notice by Lessor; or

(b) If Lessee shall default in complying with any other agreement, term, covenant or condition of this Site Lease Agreement and such default in compliance shall continue for a period of ninety (90) days after notice by Lessor to Lessee specifying the claimed default, and Lessee (or any other party on behalf thereof) shall not have commenced, in good faith, within said ninety (90) day period, to remedy such default and diligently and continuously proceeded therewith.

Section 10.02 Upon the occurrence of any such Event of Default, and provided the same is still continuing, the Lessor, in addition to any other rights and remedies to which it may otherwise be entitled, may, but shall not be obligated to, terminate this Site Lease Agreement and the term hereby created in the manner hereinafter set forth, whereupon Lessor shall be entitled to repossess the Demised Premises.

## ARTICLE ELEVEN

### Release and Indemnification

Section 11.01 To the extent allowed by law, Lessor shall and hereby agrees, at its expense, to pay, and to indemnify and save the Lessee harmless against and from any and all claims, damages, demands, expenses, liabilities and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever including, but not limited to, claims for loss or damages to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with (i) the Demised Premises, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Demised Premises, or from the planning, design, acquisition or construction of any improvements or any part thereof, (ii) the presence of any Hazardous Substances on, in under or about Demised Premises (including without limitation any Hazardous Substances that shall have migrated, leached or otherwise been released from the Demised Premises, or presented a threat of migration, leaching or release therefrom), or (iii) any violations of an Environmental Regulation in connection with the Demised Premises or any Hazardous Substances on, in, under or about the Improvements (including without limitation any Hazardous Substances that shall have migrated, leached or otherwise been released from the Demised Premises, or presented a threat of migration, leaching or release therefrom).

Section 11.02 As used in Section 11.01:

(a) “Environmental Regulation” means any environmental law, statute, regulation, ordinance, order, bylaw, code, requirement, or directive, including, without limitation, any such law, regulation or other directive relating to the presence, generation, use, management, transport, treatment, disposal, discharge, emission, storage or release of Hazardous Substances, solid or hazardous waste, water quality, air quality, wetlands protection, sanitary waste disposal, or environmental impact review; and

(b) “Hazardous Substances” means dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined in Environmental Regulations, and also any urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material substance, pollutant or contaminant which would subject the Lessor or Lessee to any damages, penalties or liabilities under any applicable Environmental Regulation.

## **ARTICLE TWELVE**

### Controlling Law

Section 12.01 This Site Lease Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

## **ARTICLE THIRTEEN**

### Captions

Section 13.01 The captions and headings in this Site Lease Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Site Lease Agreement or the intent of any provision thereof.

## **ARTICLE FOURTEEN**

### Entire Agreement

Section 14.01 This Site Lease Agreement contains the entire agreement between the Lessor and the Lessee for lease of the real property described in Exhibit A. This Site Lease Agreement cannot be orally changed or terminated; it can be changed or terminated only by an instrument in writing executed by both parties.

## **ARTICLE FIFTEEN**

### Successors and Assigns

Section 15.01 All of the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the Lessor, its successors and assigns, and the Lessee, its successors and assigns, and any others who at any time shall be the owners of the land described in Exhibit A hereto or of the leasehold estate hereby created or of the improvements to the Demised Premises.

## **ARTICLE SIXTEEN**

### Governmental Immunity

Section 16.01 Nothing in this Site Lease Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Lessor and Lessee caused this Site Lease Agreement to be executed in counterparts as of the day and year first above written.

LESSOR:

**CITY OF LARAMIE, WYOMING**

(SEAL)

By: \_\_\_\_\_  
Sharon Cumbie, Mayor and President  
of the Laramie City Council

ATTEST:

By: \_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

LESSEE:

**FIRST NATIONAL BANK OF OMAHA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WYOMING            )  
  ) ss:  
COUNTY OF ALBANY         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Sharon Cumbie, as Mayor of the City of Laramie, Wyoming, and by \_\_\_\_\_, City Clerk of the City of Laramie, Wyoming.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF WYOMING            )  
  ) ss:  
COUNTY OF ALBANY         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of First National of Omaha.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

Legal Description of Leased Premises

City Hall Property: Lot 5, Block 189, of the Original Town of Laramie.

City Annex Property: Lots 7 & 8, Block 189, of the Original Town of Laramie.

**FACILITIES SUBLEASE AGREEMENT**

**between**

**FIRST NATIONAL BANK OF OMAHA  
AS LESSOR**

**and**

**THE CITY OF LARAMIE, WYOMING  
AS LESSEE**

**Dated as of March 3, 2026**

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## FACILITIES SUBLEASE AGREEMENT

THIS FACILITIES SUBLEASE AGREEMENT (the “Lease”), dated as of March 3, 2026, is entered into by and between First National Bank of Omaha, (the “Lessor” or the “Bank”), as lessor hereunder, and the CITY OF LARAMIE, WYOMING (the “Lessee” or the “City”), as lessee hereunder;

### WITNESSETH:

WHEREAS, the Lessee, a municipal corporation organized and existing under the constitution and laws of the State of Wyoming, is authorized to lease property and perform acts in relation to the property necessary to exercise its corporate powers, including the land, facilities and improvements described herein located within the City of Laramie, Wyoming; and

WHEREAS, pursuant to that certain Site Lease, dated as of March 3, 2026 between the City of Laramie, Wyoming, as lessor thereunder, and First National Bank of Omaha as lessee, (the “Site Lease”), the Lessor acquired a leasehold interest in the sites as described in Exhibit A hereto (the “Sites”); and

WHEREAS, for purposes of acquiring a subleasehold interest in the Sites upon which the Improvements (as hereinafter defined) are expected to be located, the Lessee has determined that it is necessary and appropriate and in the best interests of the Lessee and its citizens and inhabitants and in furtherance of the corporate purposes of the Lessee that the Lessee and the Lessor enter into this Lease to provide for the sublease of the Sites and the Improvements (collectively the “Facilities”) from the Lessor to the Lessee; and

WHEREAS, rent proceeds of the Site Lease received by the City from the Bank, shall be used to finance the City's renovation, construction and equipping of the buildings and facilities located on the Sites (the “Project”); and

WHEREAS, proceeds from the Site lease have been deposited in the Improvement Fund (as defined below) to be used to pay costs of the Project.

WHEREAS, the obligations of the Lessee to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be subject to the action of the governing body of the Lessee (the “Governing Body”) in annually appropriating moneys of the Lessee for all payments and for the performance of all obligations of the Lessee hereunder during the fiscal year following such appropriation, and such obligations shall not be deemed or construed as creating an indebtedness of the Lessee within the meaning of any provision of the constitution or laws of the State of Wyoming concerning or limiting the creation of indebtedness by the Lessee; and

WHEREAS, this Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those currently appropriated; and

WHEREAS, it is the present intention and expectation of the Lessee that this Lease will not be terminated until the end of the Lease Term, but this declaration shall not be construed as contractually obligating or otherwise binding the Lessee; and

WHEREAS, the leasing of the Facilities and the performance and delivery of this Lease have been determined to be necessary and appropriate and have been authorized, approved and directed by the Governing Body, as evidenced by its execution of this Lease; and

WHEREAS, the execution and performance of this Lease have been authorized, approved and directed by all necessary and appropriate corporate action of the Lessor; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The following will have the meanings specified below unless the context clearly requires otherwise:

“Act” means W.S. § 15-1-101, *et. seq.*, as amended.

“Additional Rentals” means the cost of all taxes, insurance premiums, utility charges, costs of maintenance and repair, and all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Lessee shall fail to pay the same, as specifically set forth herein). Additional Rentals do not include the Base Rentals or the Lease Option Price.

“Base Rentals” means the payments payable by the Lessee pursuant to Section 6.2 of this Lease and Exhibit B hereto, as it may be amended hereunder, during the Original Term and any Renewal Term hereof, which constitute the payments payable by the Lessee for and in consideration of the right to use the Facilities during such Original Term or Renewal Term.

“City” means the City of Laramie, Wyoming.

“Event of Default” means one or more events of default as defined in Section 13.1 of this Lease.

“Event of Nonappropriation” means a nonrenewal of this Lease by the Lessee caused by the Governing Body’s failure, for any reason, to appropriate, specifically with respect to this Lease, moneys sufficient to pay Base Rentals and Additional Rentals (which appropriations for Additional Rentals shall be at least equal to certain minimum amounts as provided in Section 6.3 of this Lease) all as further described in Section 6.7 of this Lease. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the first day after the third Tuesday in June of

each year, or as of any earlier date on which the Lessee gives written notice to the Lessor that because of formal action taken by the Governing Body this Lease will not be renewed; but the Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time.

“Facilities” means the Sites and the Improvements, collectively.

“Fiscal Year” or “fiscal year” means the fiscal year of the City which commences July 1 of each year and ends June 30 of the following year.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Wyoming or any subdivision thereof or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the Lessee.

“Governing Body” means the governing body of the City of Laramie, Wyoming.

“Gross Disposition Proceeds” means all moneys received by the Lessor from any re-leasing of the Facilities pursuant to Sections 6.7, 10.3(a) or 13.2 of this Lease, and all amounts collected from subsequent lessees or any other parties occupying the Facilities, and all other income otherwise arising out of the management or operation of the Facilities.

“Improvements” means the improvements to the Sites financed with the proceeds of this Lease and described in Exhibit D hereto.

“Improvement Fund” means the Improvement Fund created by Section 7.1 of this Lease.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court in the State of Wyoming and who is not an employee of the Lessor or the Lessee.

“Lease” means this Facilities Sublease Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Lease Option Price” means an amount payable, at the option of the Lessee as provided in Section 12.5 of this Lease, for the purpose of prepaying all Base Rentals as set forth in Exhibit B hereto.

“Lease Term” means the term of this Lease, as provided under Section 4.1 of this Lease, subject to the termination provisions of Section 4.2 of this Lease. "Lease Term" refers to the time during which the Lessee is the lessee under this Lease; certain provisions of this Lease survive the termination of the Lease Term, as further provided in Section 4.2 of this Lease.

“Lessee” means the City, or its successors and assigns.

“Lessee Resolution” means the Resolution of the Governing Body adopted on February 17, 2026, authorizing, among other things, execution and delivery of this Lease.

“Lessee Representative” means (i) the Mayor, or (ii) any other person at the time designated to act on behalf of the Lessee, for the purposes of performing any act under this Lease, by a written certificate furnished to the Lessor containing the specimen signature of such person or persons and signed on behalf of the Lessee by the Mayor.

“Lessor” means First National Bank of Omaha, as Lessor hereunder, and its successors and assigns.

“Lessor Representative” means the person or persons at the time designated to act on behalf of the Lessor, for purposes of performing any act on behalf of the Lessor under this Lease, by a written certificate furnished to the Lessee containing the specimen signature of such person or persons and signed on behalf of the Lessor by any duly authorized officer of the Lessor.

“Mayor” means the Mayor of the City.

“Net Casualty Proceeds” means when used with respect to any performance or payment bond proceeds, or proceeds from policies of insurance required hereby or any condemnation award in connection with the Facilities the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award.

“Net Disposition Proceeds” when used with respect to reletting of the Facilities by the Lessor as provided in Sections 6.7, 10.3(a) or 13.2 of this Lease, means the amount remaining after deducting from the Gross Disposition Proceeds all reasonable and necessary costs incurred by the Lessor in connection with such re-leasing (including fees of managers and agents), and all reasonable and necessary costs of operating and maintaining the Facilities.

“Notice of Cancellation” means a written notice of an Event of Nonappropriation delivered to the Lessor by the Lessee in accordance with the terms hereof, representing that the Lessee has used its best efforts to obtain an appropriation as provided herein.

“Original Term” means the portion of the Lease Term which terminates on June 30, 2026.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Article VII and Section 9.3 of this Lease; (ii) the Site Lease and this Lease; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which the Lessee Representative certifies will not interfere with or impair the Facilities, including rights or privileges in the nature of easements as provided in Section 11.4 hereof; (iv) any financing statements filed to perfect or evidence security interests pursuant to this Lease; (v) such minor defects, irregularities,

encumbrances and clouds on title as normally exist with respect to property of the general character of the Facilities and as do not, in the opinion of Independent Counsel, materially impair title to the Facilities; and (vi) the items listed on Exhibit C hereto.

“Renewal Term” shall have the meaning set forth in Section 4.1.

“Sites” means the real estate, the legal description of which is set forth in Exhibit A to this Lease which is subleased by the Lessor to the Lessee pursuant to this Lease.

“Site Lease” means the Site Lease, dated March 3, 2026, between the City, as lessor and First National Bank of Omaha, as lessee.

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## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a municipal corporation, duly organized and validly existing under the constitution and laws of the State of Wyoming, with full power and legal right to enter into this Lease and perform its obligations hereunder. Lessee's actions in making and performing this Lease have been duly authorized by a resolution of the Governing Body and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which Lessee or its properties are bound. Lessee further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Lease and Lessee has complied with all public bidding and other statutory requirements as may be applicable to Lessee in the authorization, execution, delivery and performance of this Lease;

(b) Lessee has obtained all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the construction of the Improvements and operation of the Facilities;

(c) During the Lease Term, Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its legal existence;

(d) During the Lease Term, the Facilities will be used by the Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee;

(e) The Lessee hereby declares its current need for the Facilities. It is hereby declared to be the present intention and expectation of the Lessee that this Lease will not be terminated until the end of the Lease Term; but this declaration shall not be construed as contractually obligating or otherwise binding the Lessee;

(f) The Lessee will take no action that would cause the interest component of the Base Rentals due hereunder to become includible in gross income for federal income tax purposes and will take or cause its officers, employees and agents to take all actions lawfully within its powers necessary to cause the interest component of the Base Rentals to remain excludable from gross income for federal income tax purposes;

(g) The Lessee agrees to observe and comply with all rules, regulations and laws applicable to the Lessee with respect to operating, maintaining and improving of the Facilities. The cost, if any, of such observance and compliance shall be borne by the Lessee, and the Lessor shall not be liable therefor as a result of any provision of this Lease;

(h) To the knowledge of the Lessee, there is no litigation or proceeding pending or threatened against the Lessee or any other person affecting the right of the Lessee to execute and deliver this Lease and related documents or certificates, or affecting the ability of the Lessee to make payments required under the Lease or to otherwise comply with the obligations contained herein;

(i) During the period this Lease is in force, the Lessee will annually provide the Lessor with current financial statements, budgets and such other financial information relating to the ability of the Lessee to continue this Lease as may be reasonably requested by the Lessor or its assignee;

(j) The Facilities will have a useful life in the hands of the Lessee that is substantially in excess of the Lease Term; and

(k) The operation and design of the Project in the manner presently contemplated and as described herein will not conflict with any applicable zoning, water or air pollution or other ordinance, order, law or regulation relating to zoning, building, safety or environmental quality of which the Lessee is aware, after due inquiry, which conflict would materially and adversely affect its operation of the Facilities, and all utilities are available to adequately serve the Facilities.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants for the benefit of the Lessee as follows:

(a) The Lessor is a state bank, has all necessary power to lease the Facilities to the Lessee pursuant to this Lease, is possessed of full power to hold real and personal property and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing.

(c) The Lessor acknowledges and recognizes that this Lease will be terminated at the end of the Original Term or any Renewal Term during which an Event of Nonappropriation occurs and that the act of appropriating funds is a legislative act and, as such, is solely within the discretion of the Governing Body.

Section 2.3. Designation. The Lessee hereby designates this Lease to be “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. In connection therewith, the Lessee represents (a) that the aggregate amount of tax-exempt obligations issued by the Lessee during calendar year 2026, including the Lease, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000 and (b) that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Lessee during calendar year 2026, including the Lease, will not exceed \$10,000,000. For purposes of this section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified

501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this section, the Lessee includes all governmental units that are aggregated with the Lessee under section 265(b) of the Code.

### **ARTICLE III**

#### **DEMISING CLAUSE**

The Lessor hereby demises and leases the Improvements and subleases the Sites to the Lessee, and the Lessee leases the Improvements and subleases the Sites from the Lessor, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Original Term and Renewal Terms, if any.

### **ARTICLE IV**

#### **LEASE TERM**

Section 4.1. Commencement of Lease Term; Notices; Renewals. (a) The Lease Term shall commence on the date hereof and shall terminate on June 30, 2033, unless sooner terminated as herein provided. The Original Term shall commence on the date of this Lease and shall terminate on the 30th day of June following execution of this Lease. The Lessee has paid the Base Rental for the Original Term at the execution of this Lease. Each Renewal Term for the Lease shall consist of the annual period commencing July 1 of each year and ending on June 30 of the subsequent year. The Lease Term may be terminated, solely at the option of the Lessee, at any time, effective as of the end of the Original Term or the current Renewal Term. If the Lessee shall determine to terminate this Lease, the Lessee shall give written notice to such effect to the Lessor not less than five days prior to the end of the Original Term or the then current Renewal Term; provided, however, that neither the failure to give such notice nor the termination of this Lease shall constitute an Event of Default, or prevent the Lessee from terminating this Lease, or prevent this Lease from being deemed terminated as hereinafter provided, or result in any liability on the part of the Lessee. The Lessee's exercise of its option to terminate or not to terminate this Lease shall be conclusively determined by whether or not the Governing Body of the Lessee has, on or before the first day after the third Tuesday in June of any year, allocated, with respect to this Lease, moneys sufficient to pay the Base Rentals and Additional Rentals (which allocations for Additional Rentals shall be at least equal to certain minimum amounts as provided in Section 6.3 of this Lease), for such Renewal Term. Such failure to allocate money or failure to so appropriate shall be deemed to be a termination of this Lease without further notice to the Lessor. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals shall be as provided in Exhibit B, as it may be amended hereunder.

The Lessee agrees to provide to the Lessor by June 1 of each Renewal Term written notice as to whether an appropriation to pay the Base Rentals and the Additional Rentals for this Lease is included in the proposed budget of the Lessee for the following Fiscal Year to be presented to the Governing Body for approval.

(b) The Lessee shall in any event, whether or not the Lease is to be renewed, furnish the Lessor with copies of all appropriation measures relating to Base Rentals, Additional Rentals under this Lease, promptly upon the enactment thereof by the Governing Body or upon the request of the Lessor.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) The expiration of any Original or Renewal Term during which there occurs an Event of Nonappropriation after Notice of Cancellation is given as provided in Section 4.1;

(b) the exercise by the Lessee of its option to pay the Lease Option Price pursuant to Section 12.5 of this Lease;

(c) an Event of Default and the Lessor's termination of the Lease Term under Article XIII of this Lease; or

(d) termination of the Lease Term pursuant to Section 10.3 of this Lease under the conditions provided therein.

Termination of the Lease Term shall terminate all obligations of the Lessee under this Lease and shall terminate all of the Lessee's rights under this Lease; but all other provisions of this Lease and the receipt and disbursement of funds shall be continuing as provided herein.

## ARTICLE V

### ENJOYMENT OF FACILITIES

The Lessor hereby covenants that the Lessee shall during the Lease Term, so long as there exists no Event of Default hereunder, peaceably and quietly have and hold and enjoy the Facilities without suit, trouble or hindrance from the Lessor, except as expressly required or permitted herein. The Lessor shall not interfere with the quiet use and enjoyment of the Facilities by the Lessee during the Lease Term so long as no Event of Default shall have occurred. The Lessor shall, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action in which the Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Facilities, to the extent that the Lessor may lawfully do so. In addition, the Lessee may at its own expense join in any legal action affecting its possession and enjoyment of the Facilities and shall be joined in any action affecting its liabilities hereunder. The provisions of this Article V shall be subject to the Lessor's right to inspect the Facilities pursuant to Section 11.6 of this Lease.

## ARTICLE VI

### PAYMENTS BY THE LESSEE

Section 6.1. Payments to Constitute Currently Appropriated Expenditures of the Lessee. The Lessee and the Lessor acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently appropriated expenditures of the Lessee. The Lessee's obligations under this Lease shall be subject to the action of the Governing Body in annually appropriating moneys of the Lessee for all Base Rentals and the minimum Additional Rentals required by Section 6.3 of this Lease, and for the performance of all obligations of the Lessee hereunder during the fiscal year following such appropriation (as further provided in Sections 4.1, 4.2, 6.2, 6.3 and 6.7 hereof). No provision of this Lease shall be deemed or construed as creating an indebtedness of the Lessee within the meaning of any provision of the constitution or laws of the State of Wyoming concerning or limiting the creation of indebtedness by the Lessee. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of the statutes or the constitution of the State of Wyoming. This Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those currently appropriated or from funds other than those so appropriated; however, any Event of Nonappropriation hereunder must occur in accordance with the terms of this Lease. The Lessee shall be under no obligation whatsoever to exercise its option to prepay the Base Rentals hereunder.

Section 6.2. Base Rentals. The Lessee shall pay Base Rentals during the Lease Term to the Lessor in accordance herewith, on June 15, 2026, and on June 15 and December 15 of each subsequent Renewal Term in the amounts and on the dates set forth in the "Total Base Rentals" column of Exhibit B, attached hereto and made a part hereof, as it may be amended hereunder. The amount of Base Rentals otherwise payable hereunder shall be reduced by an amount equal to any moneys applied toward the payment of Base Rentals pursuant to Section 10.2 of this Lease.

Section 6.3. Additional Rentals. All Additional Rentals shall be paid by the Lessee, subject to the limitations herein provided, during the Original Term and any Renewal Terms. All Additional Rentals shall be paid by the Lessee on a timely basis directly to the Lessor. The Lessee shall furnish an itemization of estimated Additional Rentals to the Lessor on or before the June 1 preceding each Renewal Term.

Section 6.4. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as it may be amended hereunder, sets forth the interest component of each payment of Base Rentals.

Section 6.5. Manner of Payment. (a) At least fifteen (15) days prior to each Lease Payment Date set forth on Exhibit B, the Base Rentals during the Lease Term and, if paid, the Purchase Option Price, shall be paid in lawful money of the United States of America to the Lessor by the Lease Payment Date. The obligation of the Lessee to pay the Base Rentals and Additional Rentals required under this Article VI and other sections hereof, during the Original Term and any Renewal Terms, shall be absolute and unconditional in all events except as expressly provided hereunder (including in such exception, without limitation, the provisions of Sections 4.1, 4.2, 6.2,

6.3, 6.7 and 13.1 hereof and subparagraph (b) below), and payment of the Base Rentals and Additional Rentals during the Lease Term shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between or among the Lessee and the Lessor, or any other person, the Lessee shall, subject to Sections 4.1, 4.2, 6.2, 6.3, 6.7, 8.3, 9.5 and 13.1 hereof and subparagraph (b) below, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the Lessee assert any right of setoff or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor shall affect the Lessee's obligation to pay Base Rentals and Additional Rentals during the Lease Term.

(b) The Lessee may, at the expense and in the name of the Lessee, in good faith contest any Additional Rentals, and in the event of such contest, may permit the Additional Rentals to remain unpaid during the period of such contest, unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items, the security afforded by the terms hereof will be materially endangered or the Facilities or any portion thereof will be subject to loss or forfeiture or the Lessor will be subject to liability, in which event such Additional Rentals shall be paid forthwith.

Section 6.6. Declaration of Lessee's Need for the Facilities; Determinations as to Adequacy of Consideration and Reasonableness of Payments. The Lessee hereby declares its current need for the Facilities (including the Improvements) and its current determination that this Lease is the most appropriate means to fulfill that need. The Lessee hereby determines that the Lessee's rights to and interest in the Facilities (including the Improvements) under this Lease during the Original Term and any Renewal Term constitute adequate consideration for the payment by the Lessee of the Base Rentals; and that the Base Rentals are not unreasonable and do not place the Lessee under an economic compulsion to renew this Lease or to exercise its option to prepay Base Rentals hereunder. In making such determinations, the Lessee has given consideration to the current appraised value of the Sites, the uses and purposes for which the Facilities will be employed by the Lessee, the benefit to the citizens and inhabitants of the Lessee by reason of the leasing of the Facilities and the use and occupancy of the Facilities pursuant to the terms and provisions of this Lease and the Lessee's option to prepay the Base Rentals. The Lessee hereby determines and declares that the useful life of the Facilities substantially exceeds the maximum term of this Lease, including all Renewal Terms.

Section 6.7. Nonappropriation. In the event that the Governing Body shall make a specific determination not to appropriate moneys sufficient to pay all Base Rentals coming due for the next Renewal Term, and the minimum amount for Additional Rentals, and shall deliver to the Lessor a Notice of Cancellation to that effect, no later than the first day after the third Tuesday in June of that year, an Event of Nonappropriation shall be deemed to have occurred (provided, however, that the Lessor may declare an Event of Nonappropriation as of any earlier date on which the Lessee gives written notice to the Lessor that this Lease will not be renewed; and provided further, that the Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time).

If an Event of Nonappropriation occurs, and the Lessor is notified as required hereunder, the Lessee shall not be obligated to pay the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after the last day of the Original or Renewal Term during which

such Event of Nonappropriation occurs; and, subject to the next sentence hereof, the Lessee shall vacate the Facilities by the expiration of the Original or Renewal Term during which an Event of Nonappropriation occurs. If the Lessee does not vacate the Facilities by such time, Base Rentals and Additional Rentals will continue to accrue and the Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease (provided, however, that recovery of such portion of Base Rentals and Additional Rentals shall be the only circumstances under which a money judgment shall be recoverable against the Lessee solely by reason of an Event of Nonappropriation).

After the expiration of the Original or Renewal Term during which an Event of Nonappropriation occurs, the Lessor may release the Facilities in the manner provided in Section 13.2 of this Lease.

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## ARTICLE VII

### RENOVATION AND CONSTRUCTION OF IMPROVEMENTS

Section 7.1. Establishment of the Improvement Fund. There is hereby established with the Lessor in trust the Improvement Fund. The amount of \$1,870,000 shall be deposited with the Lessor in trust from the funds made available by the Lessor on the date of the execution and delivery of this Lease. The funds on deposit in the Improvement Fund shall be utilized by the Lessee to finance the cost of the Improvements described in Section 9.2(b) of this Lease and to pay the costs relating to the execution and delivery of this Lease, including, but not limited to financial advisory fees, legal fees, trustee fees, title company fees, and all other reasonable and necessary related costs. The Lessor is authorized to make disbursements from the Improvement Fund for the purposes specified herein upon the receipt by the Lessor of a requisition signed by the Lessee Representative, with a statement stating: (i) the name and address of the person, firm or corporation to whom payment is due or was made; (ii) the amount to be paid; (iii) that none of the items for which the payment is proposed to be made has been the subject of any payment theretofore made from the Improvement Fund; and (iv) the nature of each item for which the payment is proposed to be made and that such item is or was reasonable and necessary in connection with the Improvements on the execution and delivery of this Lease. Upon the occurrence of an Event of Default hereunder and the exercise by the Lessor of the remedies specified in Section 13.2 of this Lease, any monies in the Improvement Fund shall be applied by the Lessor in accordance with Section 13.5 of this Lease. Amounts on deposit in the Improvement Fund shall be invested by the Lessor at the direction of the Lessee Representative only in investments permitted for municipalities under the laws of the State of Wyoming pending their disbursement, and investment income, if any, therefrom, shall remain on deposit in the Improvement Fund.

The Lessee agrees to promptly construct the Improvements, through the application of moneys to be disbursed from the Improvement Fund. The Lessee hereby agrees that all the following shall require the prior approval of the Lessor's Representative:

- (a) any change orders in connection with the Improvements in excess of \$200,000; and
- (b) each revision to the Improvements budget, Improvements construction schedule, or Improvements designs, plans or specifications (the "Improvements Documents") in an amount equal in value to \$200,000 or greater.

Any funds remaining in the Improvement Fund after completion of the Project and payments of all costs of the Improvements, may be used by the Lessee to pay Base Rentals as the same become due, or shall be delivered to the Lessee following termination of the Lease Term, subject to Section 13.5 of this Lease if an Event of Default has occurred.

Section 7.2. Improvements Documents. The Lessee and the Lessor shall have and keep on file copies of all Improvements Documents executed and delivered in connection with financing of the Improvements throughout the Lease Term, or as soon after the commencement of the Lease Term as such Improvements Documents shall become available. Neither the Improvements

Documents nor any change or amendment thereto shall (i) cause the Facilities to be used for any purpose prohibited hereby or by the Constitution and laws of the State of Wyoming; (ii) result in a material reduction in the value of the Facilities; or (iii) adversely affect the ability of the Lessee to meet its obligations hereunder.

## ARTICLE VIII

### TITLE TO THE FACILITIES; LIMITATIONS ON ENCUMBRANCES

Section 8.1. Title Guarantee. Concurrently with the execution hereof the Lessor shall be provided with a Record Owner Guarantee from a title insurance company acceptable to the Lessor, issued not more than 45 days prior to the date of this Lease, confirming that title to the Sites are vested in the Lessee, subject only to Permitted Encumbrances.

Section 8.2. Title to the Facilities. Fee title to the Facilities, and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Lessee.

Section 8.3. No Encumbrance, Mortgage or Pledge of Facilities. The Lessee shall not permit any mechanic's or other liens other than Permitted Encumbrances to be established or remain against the Facilities; provided that, if the Lessee shall first notify the Lessor of the intention of the Lessee so to do, the Lessee may in good faith contest any mechanic's or other lien filed or established against the Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the Lessor's leasehold interest to the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items; and further provided that such payment obligations of the Lessee shall be subject to the provisions of Section 6.3 of this Lease). The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee. Neither the Lessor nor, except as provided above, the Lessee, shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, except Permitted Encumbrances. The Lessee or the Lessor, as the case may be, shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred, assumed or suffered to exist.

## ARTICLE IX

### MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Facilities by the Lessee. The Lessee agrees that at all times during the Lease Term the Lessee will maintain, preserve and keep the Facilities or cause the Facilities to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and that the Lessee will from time to time make or cause to be made all necessary and proper repairs, subject to Sections 6.3 and 9.3 of this Lease. The Lessor shall not have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Facilities.

Section 9.2. Modification of the Facilities; Installation of Furnishings and Machinery of the Lessee. (a) The Lessee shall have the privilege of making substitutions, additions, modifications and improvements to the Facilities, at its own cost and expense, and all of the same shall be the subject to this Lease and shall be included under the terms hereof; provided, however, that all such remodeling, substitutions, additions, modifications and improvements shall not in any way permanently damage the Facilities or cause it to be used for purposes other than lawful public purposes of the Lessee (except to the extent that subleasing of the Facilities by the Lessee is permitted as provided in Section 12.2 of this Lease); and provided that the Facilities, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Facilities immediately prior to such remodeling or such making of substitutions, additions, modifications and improvements. Further, any remodeling, substitutions, additions, modifications and improvements shall also be in compliance with Section 9.3 hereof.

Section 9.3. Replacement and Substitution of Equipment. In any instance where the Lessee determines any equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the Lessee may remove such equipment from the Facilities and shall sell, trade in, exchange or otherwise dispose of it (as a whole or in part) without any responsibility or accountability to the Lessor therefor provided that the Lessee may, as to property not delivered to the Lessor:

(a) Substitute and install anywhere in or on the Facilities other equipment, machinery or related property having equal or greater value and utility (but not necessarily having the same function) in the operation of the Facilities; or

(b) Not make any such substitution and installation, provided (i) that in the case of the sale of any such equipment to anyone other than itself or in the case of the scrapping thereof, the Lessee shall pay to the Lessor the net proceeds from such sale or the scrap value thereof, as the case may be, to be applied as a credit against the next ensuing Base Rental payments; (ii) that in the case of the trade-in of such equipment for other machinery, equipment or related property not to be installed in or on the Facilities, the Lessee shall pay to the Lessor the amount of the credit received by it in such trade-in to be applied as a credit against the next ensuing Base Rental payments; and (iii) that in the case of the sale of any

such equipment by the Lessee, or in the case of any other disposition thereof, the Lessee shall pay to the Lessor an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting practices to be applied as a credit against the next ensuing Base Rental payments.

The removal from the Facilities of any portion of the equipment pursuant to this Section 9.3 shall not entitle the Lessee to any postponement, abatement or diminution of the Base Rentals or other payments required to be made under Sections 6.2 and 6.3 thereof.

The Lessee will report in writing to the Lessor each removal, substitution, sale or other disposition under subsection (a) and (b) of this Section 9.3 within 30 days thereof, and will pay to the Lessor all amounts required by subsection (b) of this Section within 30 days after any subsequent sale, trade-in or other disposition requiring such payment. All substituted machinery, equipment or related property installed pursuant to this Section 9.3 shall be free of all liens and encumbrances (other than Permitted Encumbrances) and shall become a part of the Facilities. The Lessee will not remove, or permit the removal of, any of the equipment from the Facilities except in accordance with this Section 9.3 or in accordance with Article X of this Lease.

Section 9.4. Taxes, Other Governmental Charges and Utility Charges. In the event that the Facilities or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the amount of all such taxes, assessments and governmental charges shall be paid by the Lessee as Additional Rentals as provided in Section 6.3 hereof. Lessor shall promptly provide to Lessee copies of all tax notices received by Lessor related to the Facilities. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, such payment as Additional Rentals may be limited to such installments as are incurred during the Original or any Renewal Term. The Lessee shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Facilities or any portion thereof (including, without limitation, any taxes levied upon the Facilities or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Facilities or any portion thereof, or any interest therein, including the interest of the Lessor), or the rentals and revenues derived therefrom or hereunder.

The Lessee may, at the expense and in the name of the Lessee and the Lessor, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, by nonpayment of any such items the security afforded pursuant to the terms hereof will be materially endangered or the Facilities or any portion thereof will be subject to loss or forfeiture or the Lessor will be subject to liability, in which event such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges); and further provided that such payment obligations of the Lessee shall be subject to the provisions of Section 6.3 of this Lease.

Section 9.5. Provisions Regarding Public Liability Insurance.

Promptly following the execution of this Lease, the Lessee shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by and on behalf of the Lessee in connection with the use of the Facilities, in an amount not less than \$500,000 per event and \$250,000 per person. The public liability insurance required by this Section 9.5 may be by blanket insurance policy or policies. If the Lessee shall insure against similar risks by self-insurance, the Lessee, at its election, may provide for public liability insurance with respect to the Facilities, partially or wholly by means of an adequate self-insurance fund.

Section 9.6. Advances. In the event that the Lessee shall fail to pay any Additional Rentals, the Lessor may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the rate of 18 percent per annum, the Lessee agrees to reimburse to the Lessor o, as Additional Rentals, subject to the provisions of Section 6.3 of this Lease. Any liability for such reimbursement incurred during the Term of this Lease by the Lessor shall survive the termination of this Lease.

## ARTICLE X

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation. If, during the Lease Term (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or damaged by fire, flood or other casualty; or (ii) title to, or the temporary or permanent use of, the Facilities or any portion thereof or the estate of the Lessee or of the Lessor as lessor in the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Facilities shall be lost by reason of a defect in title thereto; then the Lessee shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Lease.

Section 10.2. Obligation of the Lessee to Repair and Replace the Facilities. Within 30 days of the receipt of Net Casualty Proceeds attributable to an event specified in Section 10.1 of this Lease, but in any event within 120 days of the occurrence of such event, the Lessee shall commence the repair, replacement, restoration, modification, improvement or replacement of the Facilities pursuant to this Section 10.2, or shall elect to proceed under the provisions of Section 10.3 of this Lease, if applicable. The Lessee may elect to proceed under Section 10.3 of this Lease either before or after commencing the repair, restoration, modification, improvement or replacement of the Facilities pursuant to this Section 10.2, upon determining that the Net Casualty Proceeds (including any amounts withheld from such Net Casualty Proceeds pursuant to any deductible clause) shall be insufficient therefor. If the Lessee proceeds under this Section 10.2, the Lessee and the Lessor shall cause the Net Casualty Proceeds of any insurance policies, performance bonds and condemnation

awards made available by reason of any occurrence described in Section 10.1 hereof, to be deposited in a separate trust fund. All Net Casualty Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Facilities by the Lessee upon receipt of requisitions acceptable to the Lessor Representative stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The balance of any such Net Casualty Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to the next succeeding payment of Base Rentals. If the Net Casualty Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Facilities required under this Section 10.2, the Lessee shall complete the work and pay any cost in excess of the amount of the Net Casualty Proceeds; and the Lessee agrees that, if by reason of any such insufficiency of the Net Casualty Proceeds, the Lessee shall make any payments pursuant to the provisions of this Section 10.2, the Lessee shall not be entitled to any reimbursement therefor from the Lessor nor shall the Lessee be entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Lease. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Casualty Proceeds shall be the property of the Lessor, and shall be included under the terms hereof as part of the Facilities.

Section 10.3. Waiver of the Obligation of the Lessee to Repair or Replace the Facilities.

(a) In the event that the Net Casualty Proceeds (plus any amounts withheld from such Net Casualty Proceeds pursuant to any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Facilities required under Section 9.2 of this Lease, then the obligation of the Lessee to repair or replace the Facilities under Section 9.2 of this Lease may, at the option of the Lessee, be discharged by surrendering the Net Casualty Proceeds made available by reason of such occurrence to the Lessor. If the Lessor determines that such Net Casualty Proceeds, together with such other moneys, are not sufficient to pay the remaining Base Rentals or Additional Rentals hereunder, at the option of the Lessor, (i) the Lease Term shall terminate, and the Lessee shall have no further obligations under this Lease and the Lessor shall give notice to the Lessee to vacate the Facilities within 30 days or (ii) the Lessee shall be obligated to pay the remaining Base Rentals and Additional Rentals in accordance with the terms hereof. The Lessor shall then proceed to re-lease the Facilities, all in the manner provided in Section 13.2 of this Lease.

(b) The obligation of the Lessee to repair or replace the Facilities under Section 10.2 of this Lease may also, at the option of the Lessee, be discharged by applying the Net Casualty Proceeds to the payment of the Lease Option Price in accordance with Article XI of this Lease, and, in the event of an insufficiency of the Net Casualty Proceeds for such purpose, the Lessee shall pay such amounts as may be necessary to equal the Lease Option Price; and in the event the Net Casualty Proceeds shall exceed the Lease Option Price, such excess shall be retained by the Lessee.

Section 10.4. Cooperation of the Lessor. The Lessor shall cooperate fully with the Lessee at the expense of the Lessee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution of defense of any prospective or pending condemnation proceeding with respect to the Facilities or any portion thereof, and hereby assigns to the Lessee its interest in such policies solely for the purpose of such litigation.

## ARTICLE XI

### DISCLAIMER OF WARRANTIES, OTHER COVENANTS

Section 11.1. Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE FACILITIES. In no event shall the Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Lessee of any item, product or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Facilities hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.3. Lessor and Lessee Representative. Whenever under the provisions hereof the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval or such request shall be given for the Lessor by the Lessor Representative, for the Lessee by the Lessee Representative, and any party hereto shall be authorized to act on any such approval or request.

Section 11.4. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Lessee or the Lessor may grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease, free from this Lease or any security interest or other encumbrance created hereunder or thereunder, and the Lessee or the Lessor may release existing easements, licenses, rights-of-way and other rights and privileges with respect to such property or rights, with or without consideration, and the Lessor and the Lessee agree that they shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the Lessee or the Lessor Representative requesting such instrument and stating that such grant or release will not impair the instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Improvements; and (iii) an opinion of Independent Counsel that such grant or release will not materially weaken, diminish or impair the rights of the Lessor under this Lease.

Section 11.5. Compliance with Requirements. During the Lease Term, the Lessee and the Lessor shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof, and all current and future requirements of all insurance companies writing policies covering the Facilities or any portion thereof.

Section 11.6. Inspection. The Lessee agrees that the Lessor and its duly authorized agents shall have the right at all reasonable times to examine and inspect the Facilities. The Lessee further agrees that the Lessor and its duly authorized agents shall have such rights of access to the Facilities as may be reasonably necessary for the proper maintenance of the Facilities in the event of failure by the Lessee to perform its obligations under Section 9.1 of this Lease. The Lessor and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the Lessee with respect to the Facilities. The Lessor agrees that the Lessee and its duly authorized agents shall be permitted, at all reasonable times, to examine the books, records, reports and other papers of the Lessor with respect to the Facilities.

## ARTICLE XII

### ASSIGNMENT, SUBLEASING, PAYMENT OF CLAIMS AGAINST LESSOR, MORTGAGING AND SELLING; OPTION TO PREPAY RENT

Section 12.1. Assignment by the Lessor. This Lease may be assigned and reassigned by the Lessor and the Lessor's interest in the Facilities under this Lease transferred or pledged.

Section 12.2. Assignment and Subleasing by the Lessee. This Lease may not be assigned by the Lessee for any reason. However, the Facilities may be further subleased, as a whole or in part, by the Lessee, without the necessity of obtaining the consent of the Lessor; subject, however, to each of the following conditions:

(a) the Facilities may be subleased, in whole or in part, to the extent that portions thereof are not necessary for the immediate needs of the Lessee as deemed appropriate by the Governing Body, only to the extent in the opinion of nationally recognized bond counsel acceptable to the Lessor, that such sublease will not impair the exemption from federal income tax of the interest component of the Base Rentals;

(b) this Lease, and the obligations of the Lessee hereunder, shall, at all times during the Original and any Renewal Terms, remain obligations of the Lessee, and the Lessee shall not be relieved of any liability therefor, notwithstanding any sublease;

(c) the Lessee shall furnish or cause to be furnished to the Lessor a copy of any sublease agreement; and

(d) no sublease by the Lessee shall cause the Facilities to be used for any purpose which would adversely affect the exemption from federal income taxation of the interest component of the Base Rentals.

Section 12.3. Payment of Claims Against Lessor. In the event that any claim is made against the Lessor by or on behalf of any person, firm, corporation or other entity, arising from the conduct or management of, or from any work or thing done on, the Facilities during the Lease Term, from: (i) any condition of the Facilities; or (ii) any act of negligence of the Lessee or of any of its

agents, contractors or employees or any violation of law by the Lessee or breach of any covenant or warranty by the Lessee hereunder, the Lessee and the Lessor agree that any Net Casualty Proceeds received by reason of such occurrence shall be made available to pay such claims and to pay any costs and expenses incurred by the Lessor in connection with such claims.

Section 12.4. Restrictions on Mortgage or Sale of Facilities. The Lessee and the Lessor agree that, except for (i) the Lessor's right to assign this Lease and transfer the Facilities pursuant to Section 12.1 of this Lease, (ii) any exercise by the Lessor of the remedies afforded by Sections 6.7, 10.3(a) or 13.2 of this Lease, (iii) the Lessee's right to sublease pursuant to Section 12.2 of this Lease, and (iv) any termination of this Lease pursuant to Section 12.5, neither the Lessor nor the Lessee will mortgage, encumber, sell, assign, transfer or convey the Facilities or any portion thereof during the Lease Term (except for Permitted Encumbrances).

Section 12.5. Option to Prepay Rent. Lessee is hereby granted the option to terminate this Lease by the prepayment of the Base Rentals on any June 15 or December prior to June 15, 2033, commencing June 15, 2026, upon payment by the Lessee of the then applicable Lease Option Price set forth in Exhibit B hereto, to the Lessor for payment of the Lease Option Price. The Lessee shall exercise its option to terminate this Lease by the prepayment of the Base Rentals by giving thirty days written notice to the Lessor.

Unless an earlier date is agreed upon, the closing for any termination of this Lease, as described above, will be held on a date specified in the notice described above. Unless otherwise agreed, the closing for any termination of the Lease will be held at the principal office of the Lessor. At any such closing, the Lessee will make payment of the Lease Option Price by the Lessee by cash or certified funds; and the Lessor shall execute and deliver to the Lessee all documents necessary to terminate this Lease.

## ARTICLE XIII

### EVENTS OF DEFAULT AND REMEDIES; ACTION UPON NONAPPROPRIATION

Section 13.1. Events of Default Defined. Any one of the following shall be "Events of Default" under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under Section 6.2 of this Lease, during the Lease Term, for a period of 10 days after written notice specifying such failure and requesting that it be remedied, shall be given to the Lessee by the Lessor.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of 45 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 13.1 are subject to the following limitations: (i) the obligations of the Lessee to pay the Base Rentals and Additional Rentals as provided in Sections 6.2 and 6.3 of this Lease shall be subject to (A) the provisions of Section 6.7 of this Lease with respect to an Event of Nonappropriation, (B) the provisions of Sections 4.1 and 4.2 of this Lease concerning renewals of this Lease; and (ii) if, by reason of Force Majeure, the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI of this Lease, the Lessee shall not be deemed in default during the continuance of such inability. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee. The foregoing shall not be construed as limiting the remedies available to the Lessor following an Event of Default or the actions which may be taken by Lessor following an Event of Nonappropriation.

Section 13.2. Remedies on Default and Actions upon Nonappropriation. Whenever any Event of Default referred to in Section 13.1 of this Lease shall have happened and be continuing or upon an Event of Nonappropriation, the Lessor shall terminate the Lease Term and shall give notice to the Lessee to vacate the Facilities within 30 days. Upon such vacation of the Facilities by the Lessee, the Lessor may (except as hereinafter provided), without any further demand or notice, and upon being indemnified to its satisfaction, take one or any combination of the following additional actions:

(a) The Lessor may recover from the Lessee all Base Rentals and Additional Rentals which would otherwise have been payable by the Lessee hereunder during the Original or

Renewal Term in which any Event of Default occurs (to the extent the same have been appropriated).

(b) The Lessor may re-lease the Facilities or any portion thereof in such manner as the Lessor deems appropriate; and the Net Disposition Proceeds of such re-leasing shall be applied as provided in Section 13.5 of this Lease.

(c) The Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Facilities.

Section 13.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the Lessee by reason of an Event of Default only as to the Lessee's liabilities described in paragraph (a) of Section 13.2 of this Lease.

Section 13.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor following an Event of Default is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

Section 13.5 Application of Moneys. Any Net Disposition Proceeds, the Improvement Fund, and any other moneys received by the Lessor pursuant to this Lease or pursuant to any right given or action taken under the provisions of this Article XIII shall be applied first to the payment of all costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Lessor. All remaining moneys shall then be used to pay to Lessor any unpaid and owing Base Rentals.

Section 13.6. Waivers of Events of Default. The Lessor may at its discretion, waive any Event of Default and its consequences; and in case of any such waiver, or in case any proceeding taken by the Lessor on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Lessor, then and in every such case the Lessee, the Lessor shall be restored to its former position and rights hereunder respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Section 13.7. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 13.8. Agreement to Pay Attorney's Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any other obligation or agreement on the part of the

defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

## ARTICLE XIV

### AMENDMENT OF LEASE

Section 14.1. Amendment to Lease. The Lessee and the Lessor may consent in writing to any amendment, change or modification of this Lease so long as the tax-exempt status of the interest component of the Base Rentals is not adversely affected by such amendment.

## ARTICLE XV

### CONCERNING THE LESSOR

Section 15.1. Acceptance and Performance of Duties. The Lessor accepts and agrees to execute the duties imposed upon it hereby upon the terms and conditions set forth in this Article XV and subject to the provisions hereof, to all of which the parties hereto agree.

The Lessor shall not be answerable or accountable under any circumstances except for its own willful misconduct or negligence, and in all events, without limiting the generality of the foregoing: (i) the Lessor shall not be liable for any error of judgment made in good faith in accordance with the direction of the Lessee pursuant to the express provisions hereof; (ii) the Lessor shall not be liable for any error of judgment made in good faith by an employee or agent of the Lessor; (iii) no provision hereof shall require the Lessor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and (iv) the Lessor shall not be liable for any payments to be made under this Lease.

The permissive right of the Lessor to do things enumerated in this Lease shall not be construed as duty.

The Lessor may make any and all investments permitted by this Lease through its trust department. The Lessor shall sell and reduce to cash a sufficient portion of such investments when necessary for the purposes set forth in this Lease.

The Lessor may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters arising hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Lessor may act upon the opinion or advice of any attorneys, accountants

and other skilled persons approved by the Lessor in the exercise of reasonable care. The Lessor shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

Whether or not expressly so provided, every provision hereof relating to the conduct or affecting the liability of or affording protection to the Lessor shall be subject to the provisions of this Section 15.1.

Section 15.2. Reserved.

Section 15.3. Reserved.

Section 15.4. Limitations on Duties. The Lessor shall not have any duty or obligation to manage, control, use, sell or otherwise transfer title to or dispose of, or otherwise deal with any part of the assets held by it hereunder, or to otherwise take or refrain from taking any action under, or in connection with, this Lease except as expressly provided by the terms hereof, and no implied duties or obligations shall be read into this Lease against the Lessor. The Lessor shall not be obligated for any losses on the investment of funds held by it hereunder made at the direction of the Lessee Representative.

Section 15.5. Further Limitation on Duties. Except as required by the provisions of this Lease, the Lessor shall have no duty (i) to see to any recording or filing of any document, including, without limitation, this Lease, or to see to the maintenance of any such recording or filing; (ii) to see to any insurance on the Facilities required hereunder or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto; (iii) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien of any kind owing with respect to, or assessed or levied against, any part of the Facilities; (iv) to confirm or verify any financing statements of the Lessee; or (v) to inspect the Facilities at any time or ascertain or inquire as to the performance or observance of any of the covenants by the Lessee with respect to the Facilities hereunder.

Section 15.6. Exculpatory Provisions. Any and all exculpatory provisions and immunities in favor of the Lessor hereunder shall inure to the benefit of the Lessor in its capacity as lessor hereunder and in any capacity under any other document, instrument or agreement to which it is a party by reason of its execution hereof.

Section 15.7. Lessor May Rely on Documents. The Lessor shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine, in proper form and given or signed by the proper party or parties, and such shall constitute full protection to the Lessor for any action taken or omitted to be taken by it in good faith reliance thereon. As to any fact or matter, the manner of ascertainment of which is not specifically described herein, the Lessor may for all purposes hereof rely on a certificate, signed by the Lessee Representative, or any individual or any officer of any corporation or a member of a partnership reasonably believed by the Lessor to have knowledge of said fact or matter, and such certificate shall constitute full protection to the Lessor for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 15.8. Successors to the Lessor. Any corporation or association meeting the qualifications of Section 15.9 of this Lease into which the Lessor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association meeting the qualifications of Section 15.9 of this Lease resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor to the Lessor hereunder and vested with all of the title to the trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 15.9. Concerning Any Successor to the Lessor. Every successor to the Lessor appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Lessee an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors, but such predecessor shall, nevertheless, on the written request of the Lessee, or such successor, execute and deliver an instrument transferring to such successor lessor and trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor lessor and trustee shall deliver all securities and moneys held by it as the lessor and trustee hereunder to its or his successor. Should any instrument in writing from the Lessee be required by any successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Lessee. The successor lessor and trustee shall file and/or record in all appropriate filing and/or recording districts any instruments provided for in this Lease, the filing or recording of which is necessary to more fully and certainly vest in the successor lessor and trustee the estates, rights, powers and duties hereby vested or intended to be vested in the successor lessor and trustee.

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## ARTICLE XVII

### MISCELLANEOUS

Section 16.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or sent by registered or certified mail addressed as follows: if to the Lessee, to the City of Laramie, Wyoming, 406 Ivinson Avenue, Laramie, WY 82070, Attention: Mayor; and if to the Lessor, to First National Bank of Omaha \_\_\_\_\_, Attention: \_\_\_\_\_. The Lessee and the Lessor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 16.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 16.3. Saturdays, Sundays, and Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Lease, shall be a Saturday, Sunday, or a legal holiday, or any other day on which banking institutions in the City of Laramie, Wyoming are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next preceding day not a Saturday, Sunday, legal holiday or other day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Lease.

Section 16.4. Net Lease. This Lease shall be deemed and construed to be a "net lease," and the Lessee shall pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 16.5. Financial Obligations of Lessee Contingent Upon Appropriations. Financial obligations of the Lessee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Section 16.6. Severability. In the event that any provision of this Lease, other than the requirement of the Lessee to pay Base Rentals and the requirement of the Lessor to provide quiet enjoyment of the Facilities shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 16.7. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.8. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

Section 16.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Lease.



**CITY OF LARAMIE, WYOMING**, as Lessee

By: \_\_\_\_\_  
Sharon Cumbie, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF ALBANY         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by Sharon Cumbie, the Mayor of the City of Laramie, Wyoming and by \_\_\_\_\_, as City Clerk, on behalf of the Lessee.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_.

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SITES**

City Hall Property: Lot 5, Block 189, of the Original Town of Laramie.

City Annex Property: Lots 7 & 8, Block 189, of the Original Town of Laramie.

## EXHIBIT B

### BASE RENTALS AND PURCHASE OPTION PRICE SCHEDULE

<b>Lease Payment Date</b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total Lease Payment</u></b>	<b><u>Lease Option Price<sup>1</sup></u></b>
	\$	\$	\$	\$
3/3/2026				\$ 1,932,000.00
6/15/2026	\$ 77,000.00	\$ 22,552.88	\$ 99,552.88	\$ 1,855,000.00
12/15/2026	\$ 117,000.00	\$ 38,213.00	\$ 155,213.00	\$ 1,738,000.00
6/15/2027	\$ 117,000.00	\$ 35,802.80	\$ 152,802.80	\$ 1,621,000.00
12/15/2027	\$ 121,000.00	\$ 33,392.60	\$ 154,392.60	\$ 1,500,000.00
6/15/2028	\$ 122,000.00	\$ 30,900.00	\$ 152,900.00	\$ 1,378,000.00
12/15/2028	\$ 127,000.00	\$ 28,386.80	\$ 155,386.80	\$ 1,251,000.00
6/15/2029	\$ 127,000.00	\$ 25,770.60	\$ 152,770.60	\$ 1,124,000.00
12/15/2029	\$ 132,000.00	\$ 23,154.40	\$ 155,154.40	\$ 992,000.00
6/15/2030	\$ 132,000.00	\$ 20,435.20	\$ 152,435.20	\$ 860,000.00
12/15/2030	\$ 137,000.00	\$ 17,716.00	\$ 154,716.00	\$ 723,000.00
6/15/2031	\$ 138,000.00	\$ 14,893.80	\$ 152,893.80	\$ 585,000.00
12/15/2031	\$ 144,000.00	\$ 12,051.00	\$ 156,051.00	\$ 441,000.00
6/15/2032	\$ 143,000.00	\$ 9,084.60	\$ 152,084.60	\$ 298,000.00
12/15/2032	\$ 149,000.00	\$ 6,138.80	\$ 155,138.80	\$ 149,000.00
6/15/2033	\$ 149,000.00	\$ 3,069.40	\$ 152,069.40	\$ -
<b>TOTAL</b>	<b>\$ 1,932,000.00</b>	<b>\$ 321,561.88</b>	<b>\$ 2,253,561.88</b>	

<sup>1</sup> The actual lease option price that could be required from the Lessee could include Additional Rentals not set forth in this schedule. The Lease Option Price is the dollar amount required to prepay all remaining Base Rentals after the then due Lease Payment has been made for

**EXHIBIT C**

**PERMITTED ENCUMBRANCES**

None except those shown in Title Insurance Policy No. \_\_\_\_\_ issued by First American Title Insurance Company.

## **EXHIBIT D**

### **IMPROVEMENTS**

The improvements to the City Hall basement and Annex building are the result of several years of planning and evaluation working with Winters Griffith Architects. Using a GMP model, Sampson Construction is completing substantial improvements to both buildings. Work began in the fall of 2025 and will be completed in fall of 2026. 2018 SPET proceeds will pay for part of this project. City hall basement improvements include a complete remodel, converting existing unfinished storage areas into functional office spaces, a configurable shared meeting area, and more efficient storage spaces that reflect modern business needs. The City Hall Annex is also receiving a complete remodel on all three floors, repurposing unfinished storage areas and inefficient workspaces into offices, storage, and meeting areas that are optimized for City operations.




**EXHIBIT B**

**BASE RENT AND LEASE OPTION PRICE SCHEDULE**

<b>LEASE PAYMENT DATE</b>	<b>LEASE PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL SEMI-ANNUAL BASE RENTAL</b>		<b>LEASE OPTION PRICE(1)</b>
3/3/2026					\$ 1,932,000.00
6 15 2026	\$ 125,000.00	\$ 22,552.88	\$ 147,552.88	\$ 147,552.88	\$ 1,807,000.00
12 15 2026	\$ 102,000.00	\$ 37,224.20	\$ 139,224.20		\$ 1,705,000.00
6 15 2027	\$ 104,000.00	\$ 35,123.00	\$ 139,123.00	\$ 278,347.20	\$ 1,601,000.00
12 15 2027	\$ 106,000.00	\$ 32,980.60	\$ 138,980.60		\$ 1,495,000.00
6 15 2028	\$ 109,000.00	\$ 30,797.00	\$ 139,797.00	\$ 278,777.60	\$ 1,386,000.00
12 15 2028	\$ 111,000.00	\$ 28,551.60	\$ 139,551.60		\$ 1,275,000.00
6 15 2029	\$ 113,000.00	\$ 26,265.00	\$ 139,265.00	\$ 278,816.60	\$ 1,162,000.00
12 15 2029	\$ 116,000.00	\$ 23,937.20	\$ 139,937.20		\$ 1,046,000.00
6 15 2030	\$ 118,000.00	\$ 21,547.60	\$ 139,547.60	\$ 279,484.80	\$ 928,000.00
12 15 2030	\$ 120,000.00	\$ 19,116.80	\$ 139,116.80		\$ 808,000.00
6 15 2031	\$ 123,000.00	\$ 16,644.80	\$ 139,644.80	\$ 278,761.60	\$ 685,000.00
12 15 2031	\$ 125,000.00	\$ 14,111.00	\$ 139,111.00		\$ 560,000.00
6 15 2032	\$ 560,000.00	\$ 11,536.00	\$ 571,536.00	\$ 710,647.00	\$ -
<b>TOTAL</b>	<b>\$ 1,932,000.00</b>	<b>\$ 320,387.68</b>	<b>\$ 2,252,387.68</b>		

(1) The actual lease option price that could be required from the City could include Additional Rentals not set forth in this schedule. The Lease Option Price is the dollar amount required to prepay all remaining Base Rentals after the then due Lease Payment has been made for the same period.

	<p><b>Agenda Item:</b> Resolution</p> <p><b>Title:</b> Resolution 2026-20, Supporting the Submittal of an Application to the Wyoming Department of Agriculture for a 2026 Emergency Insect Management Program Grant</p>
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**Recommended Council MOTION:**

I move that the City Council approve Resolution 2026-20, supporting the submittal of an application to the Wyoming Department of Agriculture for a 2026 Emergency Insect Management Program Grant in the amount of \$45,940.00 to support the City of Laramie’s Mosquito Control, and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

*Departmental Goals:* Community Safety, Implementation of West Nile Virus Prevention Plan, Additional Fiscal Stability of the Mosquito Control Program.

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**Background:**

Annually, the Wyoming Dept. of Agriculture provides for Emergency Insect Management Program Grants to mitigate the effects of West Nile Virus in Wyoming. This grant requires a 50/50 match from the City. The Wyoming Department of Agriculture allows use of the approved budget for Mosquito control operations as the match for this grant. Funding is restricted to items that are directly tied to the control of vector mosquitoes for the prevention of disease.

**2026 Emergency Insect Management Funding Request**

- 1. Supplies-** Grant funding will be used to conduct West Nile Virus testing in lab via RAMP testing. Based on last year’s numbers, we are requesting two kits. **Total RAMP Testing Kits = \$4,000**
- 2. Pesticides -** Grant funding will be used to purchase Zenivex E4 insecticide for late season residential fogging. to purchase Controlled Release Granular BTI Larvicide for late season. **Total Chemicals = \$41,940**

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**Legal/Statutory Authority:**

N/A

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**Budget Information:**

The required \$45,940.00 matching funds are already included in the Mosquito Control budget, so if awarded, there is no additional budget impact.

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**Responsible Staff:**

Scott Hunter, Parks Manager- 721-5257, [Shunter@cityoflaramie.org](mailto:Shunter@cityoflaramie.org)  
Michael Bork, Parks, Recreation, and Public Services Director – 721-5260, [mbork@cityoflaramie.org](mailto:mbork@cityoflaramie.org)

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**Attachments:**

Resolution 2026-20 EIMG Grant Submission

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-20**

**A RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION  
TO THE WYOMING DEPARTMENT OF AGRICULTURE FOR A  
2026 EMERGENCY INSECT MANAGEMENT PROGRAM GRANT**

**WHEREAS**, the 2003 Wyoming State Legislature passed the *Emergency Insect Management Program Act* to provide supplemental funding to state agencies and cities, towns, counties, weed and pest districts, and other special districts to help manage emergency outbreaks of insect pests and insect vectors of disease for the protection of human health and safety, animal health including livestock and wildlife, and agriculture and natural resources; and

**WHEREAS**, the City of Laramie, through its Mosquito Control Program and its West Nile Prevention Plan, will support the goals of the Emergency Management Program locally; and

**WHEREAS**, grant funds are needed for safety supplies, aerial application, surveillance supplies, and chemicals so that the City of Laramie can provide essential mosquito monitoring and control services in the local control area; and

**WHEREAS**, funding received through this grant has significantly reduced the risk of mosquito vectored illnesses for Laramie citizens; and

**WHEREAS**, matching funds totaling \$45,940.00 will be provided through the Mosquito Control budget.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**SECTION 1.** That foregoing all recitals are incorporated in and made part of this resolution by this reference.

**SECTION 2.** That the City Council supports the filing of an application to the Wyoming Department of Agriculture for a 2026 Emergency Insect Management Program Grant in an amount not to exceed **\$45,940.00** for the support of the City of Laramie's Mosquito Control Program and implementation of the City of Laramie West Nile Virus Prevention Plan.

**PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of February 2026.**

\_\_\_\_\_  
Sharon Cumbie Mayor and President  
of the Laramie City Council

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

	<p><b>Agenda Item:</b> Resolution</p> <p><b>Title:</b> Resolution 2026-21, Designating Recreation Project Request Priorities to the Albany County Recreation Board for Funding Consideration in Fiscal Year 2027</p>
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**Recommended Council MOTION:**

I move that the Laramie City Council approve Resolution 2026-21 designating recreation project request priorities to the Albany County Recreation Board for funding consideration in the amount of \$372,273.45 for Fiscal Year 2027 and authorize the Mayor and Clerk to sign.

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**Administrative or Policy Goal:**

Department Objectives: Provide quality parks and recreation opportunities for residents and visitors to the City. Develop infrastructure to enhance existing parks, recreational facilities, programs and amenities for the residents and visitors to the City.

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**Background:**

The Albany County Recreation Board (ACRB) consists of five members appointed by the Albany County School District. The Board’s primary source of funding is the one mill recreation levy imposed by the School District. As specified in the by-laws, the ACRB will receive proposals for recreation projects, which may include facilities, construction, programs, maintenance and operation, and equipment, to be funded by the ACRB. The ACRB will only receive proposals from the City of Laramie, Albany County, Town of Rock River, and Albany County School District. The ACRB will not allocate funds to non-governmental organizations.

The School Board has discretion whether to levy the recreation mill each year. The ACRB cannot obligate recreation mill funds beyond the current fiscal year. Proposals concerning capital projects with expenditures beyond one fiscal year may be funded if the sponsor shows the ACRB that the sponsor has made provision to finance the projects if the mill levy is not renewed and/or the following fiscal year’s expenditure is not subsequently approved by the ACRB.

The City prepared an online grant application process along with a legal notice in the Laramie Boomerang to solicit grant requests from non-profit community recreation organizations and clubs that provide recreation programs and facilities in partnerships with the City of Laramie.

This year there were eighteen (18) ACRB grant request proposals received from community recreation providers/organizations, with a total of \$414,650.45. After deliberation, the Parks, Tree, and Recreation Advisory Board recommend funding fifteen (15) requests, at a funding level of \$372,273.45.

Resolution 2026-21 lists the ACRB grant requests in order of funding priority based upon the presentations by organization representatives to the Parks, Tree & Recreation Advisory Board at the Regular Meeting held on January 14, 2026 and a priority/allocation list developed by the same board at a Special Meeting held on February 11, 2026.

Per our agreement, the grant requests must be submitted to the Albany County Recreation Board by March 1, 2026, for funding consideration for fiscal year 2027.

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**Legal/Statutory Authority:**

N/A

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**Budget Information:**

If all the recommended projects are approved by the Albany County Recreation Board, the total award amount would be added to individual projects as indicated. Should adjustments be made to the awards list, only those projects funded at the approved amounts would have projects created.

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**Responsible Staff:**

Michael Bork, Parks, Recreation, and Public Services Director, [mbork@cityoflaramie.org](mailto:mbork@cityoflaramie.org), 307-721-8408

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**Attachments:**

Resolution 2026-21 – ACRB Recommendations

**CITY OF LARAMIE, WYOMING  
CITY COUNCIL: RESOLUTION 2026-21**

**A RESOLUTION DESIGNATING RECREATION PROJECT REQUEST PRIORITIES  
TO THE ALBANY COUNTY RECREATION BOARD  
FOR FUNDING CONSIDERATION IN FISCAL YEAR 2027**

**WHEREAS**, the City of Laramie, Wyoming on February 3, 2004, entered into a Memorandum of Understanding with the Albany County Recreation Board and the Friends of Community Recreation Board whereby to the extent that it may lawfully do so agrees to a commitment of a portion of the 1-mill recreation property tax up to \$100,000 in any given year for four years in exchange for the City constructing the 8-lane pool; and

**WHEREAS**, the Board further provided the City with a letter of consideration on November 5, 2003, to provide the City annually with \$50,000 to be used toward the maintenance and operational cost of the 8-lane pool, and the request would receive high priority for funding; and

**WHEREAS**, the City on September 2, 2008, approved the 5<sup>th</sup> Amendment to the Facility Use Agreement with the Albany County School District to waive the facility rental fees and admission fees for City's recreation facilities if the Albany County Recreation Board commits to pay the City \$100,000 annually to assist with the operation and maintenance costs of the City's recreation center; and

**WHEREAS**, the Board has requested the City to provide a recommended list of community recreation projects in order of priority for consideration of funding in Fiscal Year 2027 by March 1, 2026; and

**WHEREAS**, the Parks, Tree, and Recreation Advisory Board on January 14, 2026, heard presentations related to proposals requesting funding from the Albany County Recreation Board and on February 11, 2026, approved the following recreation project request priorities for consideration by the City Council for funding in fiscal year 2027.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**SECTION 1:** That the foregoing recitals are incorporated in and made part of this resolution by this reference.

**SECTION 2:** That the City Council submits the following recreation project priorities to the Albany County Recreation Board for funding consideration in the fiscal year 2027, with a total dollar amount of \$372,273.45.

Order	Sponsor	Description	Requested Amount	Recommended Amount
1	City of Laramie	Rec Center (Cost Recovery)	\$175,000.00	\$175,000.00
2	City of Laramie	Rec Programs (Soccer Goals)	\$6,865.00	\$6,865.00
3	Downtown Clinic	Rec Center Passes	\$3,500.00	\$3,500.00
4	Youth Baseball	Balls, Hitting Nets, Screen	\$9,947.45	\$9,947.45
5	Cathedral Home	Coaches Who Care Training	\$4,129.00	\$4,129.00
6	Legion Baseball	Field Usage Fees	\$8,000.00	\$8,000.00


7	City of Laramie	Recreation Center (Cardio Equipment)	\$30,775.00	\$30,775.00
8	Skate Laramie	Capital Project Support	\$50,000.00	\$50,000.00
9	Naughty Pines Roller Derby	Safety Gear, Rental	\$7,445.00	\$7,445.00
10	Youth Football	Helmets, Pants, Pads	\$16,000.00	\$13,904.00
11	Girls Softball	Facility Fees/Equipment	\$8,108.00	\$8,108.00
12	Cowboy Kids Wrestling Club	Wrestling Mat	\$10,000.00	\$8,789.00
13	Soccer Club	Safety Padding	\$6,818.00	\$6,818.00
14	Big Brothers Big Sisters	Youth Rec Activities/Fees	\$15,000.00	\$15,000.00
15	Relative Theatrics	Play Production Expenses	\$37,486.00	\$23,993.00
16	City of Laramie	Rec Program (Adv. Kids Trailer)	\$8,077.00	\$0.00
17	Floorball Club	Facility Fees/Equipment	\$10,000.00	\$0.00
18	Fearless 6 Foundation	Outdoor Ice Rink	\$7,500.00	\$0.00
<b>Total Requested from Albany County Recreation Board</b>			<b>\$414,650.45</b>	<b>\$372,273.45</b>

**PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> Day of February 2026.**

\_\_\_\_\_  
Sharon Cumbie, Mayor and President  
of the Laramie City Council

ATTEST:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

	<p><b>Agenda Item:</b> Original Ordinance, First Reading</p> <p><b>Title:</b> Original Ordinance No. 2117, Amending Laramie Municipal Code Chapter 2.10 Related to Board and Commission Members</p>
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**Recommended Council Motion:**

I move that the Laramie City Council approve Original Ordinance No. 2117 on introduction and first reading, amending Laramie Municipal Code Chapter 2.10 related to board and commission members.

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**Administrative or Policy Goal:**

To review Laramie Municipal Code to keep it current and up to date with best practices.

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**Background:**

In reviewing Laramie Municipal Code related to the terms of board and commission members it became that no code revisions have been made to this chapter since 1986. Since 1986 the City Council has adopted many versions of creating ordinances and bylaws for new and existing boards and commissions. Some of the current terms do not align with this chapter of code. This amendment would bring language up to date with current practices and ensure that we do not have conflicts in code.

**Chapter 2.10 BOARD AND COMMISSION MEMBERS**

Sections:

**2.10.010 Term of office—Generally.**

All board and commission members appointed by the Laramie City Council shall serve terms **in accordance with the ordinance creating, and any bylaws of, the board or commission.**

**Section 2.** To repeal Laramie Municipal Code Section 2.10.020.

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**Legal/Statutory Authority:**

Laramie Municipal Code Chapter 2.10 – Board and Commission Members

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**Responsible Staff:**

Nancy Bartholomew, City Clerk, Email: [nancyb@cityoflaramie.org](mailto:nancyb@cityoflaramie.org), Phone: 307-721-5233

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**Attachments:**

002117 LMC 2.10 Board\_Commission Members

ORIGINAL ORDINANCE NO.: 2117  
ENROLLED ORDINANCE NO.: \_\_\_\_

INTRODUCED BY: \_\_\_\_\_

**AN ORDINANCE AMENDING LARAMIE MUNICIPAL CODE CHAPTER 2.10 RELATED TO BOARD AND COMMISSION MEMBERS**

**WHEREAS**, the last revision to Laramie Municipal Code Chapter 2.10 related to board and commission members was adopted in 1986; and

**WHEREAS**, the city has added and removed boards and commissions since 1986; and

**WHEREAS**, a revision to this chapter is needed to ensure that the city is not in conflict with the new enacting legislation and bylaws for each of the existing boards and commissions.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LARAMIE, WYOMING:**

**Section 1.** To amend Laramie Municipal Code Chapter 2.10 to read as follows:

**Chapter 2.10 BOARD AND COMMISSION MEMBERS**

Sections:

**2.10.010 Term of office—Generally.**

~~Except for the board of health and the airport board, A~~all board and commission members appointed by the Laramie ~~C~~city ~~C~~council shall ~~henceforth~~ serve terms **in accordance with the ordinance creating, and any bylaws of, the board or commission.** ~~commencing on November 1- and ending October 31 of each year. Except for the board of health and airport board, each member's term of service shall be three years and there shall be no limit to the number of terms served except by the city council's pleasure. (Ord. 861 § 1, 1986)~~

**Section 2.** To repeal Laramie Municipal Code Section 2.10.020 as follows:

~~2.10.020 Term of office—Exception.~~

~~Persons serving terms on any city board or commission at the time of the adoption of the ordinance codified in this chapter shall continue to serve for their appointed term until the October 31 date immediately following the expiration of their current term, unless sooner removed by the city council.~~

**Section 3.** To make this ordinance effective after passage, approval, and publication of this ordinance.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

Sharon Cumbie, Mayor and President of the  
City Council

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading and Final Action: \_\_\_\_\_

Duly published in the *Laramie Boomerang* this \_\_\_\_ day of \_\_\_\_ 2026.

## **FUTURE CITY COUNCIL WORK SESSIONS 2/17/2026**

### Requested by Council Formal Action:

- \* Redevelopment Codes (Cumbie/Newman) (March 10<sup>th</sup>)
- Establishing an Emergency Fund (Richardson/Bowling) (possibly joint with Albany County)
- \* Downtown Parking with Public Input (Lockhart/Cumbie) (April 28<sup>th</sup>)

### Requested by Staff:

- \* Airport Operations (Amy Terrell, LRA Director) (March 10<sup>th</sup>)

\* Scheduled, not held.

## **UPCOMING COUNCIL MEETINGS February 17, 2026**

All meetings at City Hall, 406 Iverson Ave, unless noted.

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**February 17, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**February 24, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** Auditor's Report to City Council and FY25 Financial Summary
- 6:00 p.m. - Work Session:** Civic Cents *(tentative)*
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**March 3, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**March 10, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** Airport Operations
- 6:00 p.m. - Work Session:** Development 101
- 6:00 p.m. - Work Session:** Civic Cents *(tentative)*
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**March 16-18, 2026 - National League of Cities (NLC), Washington DC**

**March 17, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**March 24, 2026 - Joint Meeting with Albany County Board of Commissioners**

- 5:30 p.m. - Work Session:** Public Comments on non-agenda items
- 5:30 p.m. - Work Session:** Community Partner Applications *(tentative)*
- 5:30 p.m. - Work Session:** Civic Cents *(tentative)*
- 5:30 p.m. - Work Session:** City Council Updates/Council Comments
- 5:30 p.m. - Work Session:** Agenda Review

**March 31, 2026 - 5<sup>th</sup> Tuesday Open House (Location TBD)**

**April 7, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**April 14, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** Nedlog Property Update *(tentative)*
- 6:00 p.m. - Work Session:** Construction Season Update *(tentative)*
- 6:00 p.m. - Work Session:** Civic Cents *(tentative)*
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**UPCOMING COUNCIL MEETINGS February 17, 2026**

All meetings at City Hall, 406 Iverson Ave, unless noted.

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**April 21, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**April 28, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** City-wide Parking Taskforce Development *(tentative)*
- 6:00 p.m. - Work Session:** Civic Cents *(tentative)*
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**May 5, 2026 - Special Election (Regular Meeting Rescheduled to May 6, 2026)**

**May 6, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**May 12, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**May 19, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**May 26, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** Fee for Service Agreements *(tentative)*
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**June 2, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**June 9, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review

**June 16, 2026**

- 6:15 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

**June 23, 2026**

- 6:00 p.m. - Work Session:** Public Comments on non-agenda items
- 6:00 p.m. - Work Session:** City Council Updates/Council Comments
- 6:00 p.m. - Work Session:** Agenda Review