

RESOLUTION # _____

“RESOLUTION FINDING CONCLUSIONS AND ORDER DISSOLVING THE LARAMIE COUNTY FAIR BOARD AND PLAN FOR DISSOLUTION AND TERMINATION”

Pursuant to W.S. 18-9-101(a)(iii), each Board of County Commissioners may appoint a Board of Trustees to control, maintain and manage the fairgrounds, airports, parks and pleasure grounds and to conduct agricultural, industrial and other fairs and exhibitions;

Pursuant to Wyo. Stat. Ann. § 18-3-525 each Board of County Commissioners may dissolve any board or district created under W.S. 18-11-101;

SUMMARY:

In 2004, Laramie County purchase the ‘Archer Property’ previously the University of Wyoming’s Research Station. Among the purposes for the purchase was to provide a location for the annual Laramie County fair, as well as other recreational and entertainment opportunities as well as for future county government expansion.

Over a period of almost 20 years, through investment sponsored by the taxpayers of Laramie County, County Fair operations have become an integral part of County operations.

Since 2004, the taxpayers of Laramie Count have approved several 6th Penny ballot propositions to develop the Archer Complex, including the current event center and other facilities. The propositions included the development of facilities and infrastructure for, among other purposes, the annual Laramie County Fair.

The complexity and size of operations at the Archer Complex, protection of the taxpayer's investment and furtherance of the goal of appropriate fiscal management, mandated the County create an appropriate management system for Archer. In 2018, the County established the Laramie County Events Department to manage all functions of the Archer complex including the annual county fair.

Management of the Archer Complex is now conducted under the oversight of County government, its elected officials and its financial department.

The County, through its Events Department, has managed the conduct of the annual County Fair successfully since 2019. As a result, the purpose for which the County Fair Board was created, no longer exists.

Consolidation of the operations of the annual county fair into the operations of the Archer Complex, eliminates redundancy and duplication of taxpayer resources. The Fair Board’s traditional functions and purposes are and have been fulfilled through the Laramie County Events Department and the use of County facilities at the Archer Complex.

The Laramie County Board of Commissioners hereby finds, concludes and Orders as follows:

FINDINGS:

Laramie County, through its Events Department, has successfully provided the facilities, funding and successfully managed the conduct of the annual Laramie County Fair since 2019.

The purpose for which the County Fair Board was created no longer exists, as its functions and purposes are fulfilled through the Laramie County Events Department and the use of County facilities at the Archer Complex.

The relationship between the County and the Fair Board has significantly changed over many years. Authorization by the taxpayers of ballot propositions and the development of the Archer Complex. The changes are indicated herein and in the various agreements between the Fair Board and the County overtime. See Exhibit 'C'.

On November 20, 2018, Laramie County created the Laramie County Events Department. The Resolution doing so is Resolution #181120-14, in addition to creating the Events Department, specifically provided that Laramie County would perform all functions in association with the annual County Fair.

The Resolution further provided for the transition of any Fair Board staff or employees to the status of Laramie County employees, with benefits and payment associated and transferring any benefit accruals which may have existed from the service to the Laramie County Fair.

The Resolution further directed that an audit be conducted of the Fair Board finances, that an accurate inventory of any property and/or equipment attributable to the Fair Board be conducted and such equipment and property be transferred to Laramie County. The audit also was to determine and record any existing obligations of the Fair Board, including but not limited to existing agreements, and directing transfer of said obligations to Laramie County.

The Resolution further provided that the position of Director of the Laramie County Events Department would be created, staff would be acquired for necessary positions in regard to the operations of the entirety of the Archer facilities. Among the duties the Director would perform along with staff would be operations in carrying forward of the annual Laramie County Fair in addition to the other multiple recreational activities, events and operations attendant to the use of the Archer property.

Among the Findings in the Resolution, was that the expanded operations, facilities and complexities resulting from at the Archer Complex creating the need for a more sophisticated administration, with the appropriate expertise. The Board of County Commissioners had determined that in order to protect the taxpayers' investment, both in an organizational and fiduciary capacity, a more professional management structure was needed. This included consolidation of all financial matters within the County system whereby compliance with regulatory and statutory requirements and transparency could be assured.

The Archer property, built, owned and controlled by Laramie County, includes the facilities which had been used by the Fair Board, under an agreement with the County for the conduct of the annual fair.

In 2004, Laramie County had purchased a significant section of property previously belonging to the University Wyoming, now designated as the "Archer Complex" property. Among the many purposes for the purchase, was the use of portions of the property and facilities to be created thereon as a location for the Laramie County Fair.

The development of the Archer property took place over many years and represents a significant investment:

In 2012 the citizens of Laramie County, approved a specific purpose tax in the amount of \$21,851,000 for the County to construct a year-round multipurpose event facility, including what was described in the ballot proposition, as a "Laramie County Fairgrounds" area, at

the Archer complex. The facility, as indicated by its designation, was intended to host not solely the annual Fair but year-round events for both residents and visitors including trade shows, exposition sporting events concerts and livestock events.

In 2017, the citizens of Laramie County again approved additional funding for the expansion and improvement of the facilities of the Archer complex, approving specific purpose tax of \$9,885,000 for the benefit of the Laramie County Fair Board for the design, construction and equipping of a multipurpose facility at the Archer complex. The ballot proposition stated in part:

“The proposed facility will be an open-span building that will host a variety of events year-round for both residents and visitors, including trade shows, expositions, sporting events, RV rallies, concerts, horse and stock shows. The Archer Complex was purchased in 2004 by Laramie County for as a multifunctional campus for citizens to use and enjoy year-round”

The Fair Board by operation of State law, cannot be a sponsoring entity for a specific purpose tax. Therefore, Laramie County was the entity placing the multipurpose ballot proposition before the citizens. Tax collection would be distributed monthly to the County Treasurer, pursuant to WS 39-13-211 (b)(ii).

Recognizing its limited role in the process, on May 15, 2018, the Fair Board entered into a memorandum of understanding (Agreement # 180515-17) with the County, regarding the financing and construction of the multipurpose building. The agreement transferred all control over the funds, design and construction to Laramie County. Upon completion, ownership of the facilities would vest in Laramie County.

In 2021, the citizens of Laramie County approved an additional \$1.5 million for improvements and \$6.9 million for sewer connections at the Archer complex.

The Archer Complex represents a significant investment by the taxpayers of Laramie County and serves functions of which the annual fair is only one event. It requires logistical, fiduciary administration and supervision, appropriate to the investment.

In 2019 a mil levy, which had been directed by order of the BOCC to the support of the Fair Board was terminated. The County provided no funding for the Fair Board in its annual budget. These actions eliminating all county provided funds to the Laramie County Fair Board pursuant and subject to Wyo. Stat. Ann. § 18-9-101(a)(iv)

Since November 2018, no funds, from any source, have been provided by the County to the Laramie County Fair Board.

On April 15, 2020, Laramie County Fair Board executed an "Agreement for use of County Property Buildings and Grounds." (Agreement # 200415-2) The Agreement provided that the Fair Board could use the facilities at the Archer property to conduct of the fair and that the County would bear all costs of maintenance and management upkeep and repair of the facilities and grounds used for the annual County Fair.

On April 15, 2020, the Laramie County Fair Board entered into an ‘Agreement and Memorandum of Understanding Regarding Operation and Conduct of the Laramie County Fair (Agreement # 200415-3).

Pursuant to the April 2020 agreements, the Fair Board delegated all responsibilities involved in and regarding the conduct of the annual Laramie County Fair, to Laramie County through its Events Department. It further provided that Laramie County would bear all costs related to the conduct of the annual County Fair.

The agreements further provided, that funds, revenue or payments received in association with the County Fair, would be placed into the County general fund to be used in the sole discretion of the County, for expenses related to the upkeep and management of facilities and grounds, costs associated and in connection with the fair and personnel associated with or in connection with the Laramie County Fair.

The agreements of April 15, 2020 fully transferred all supervision and conduct of the County Fair to Laramie County and its Events Department, including receipt and use of any revenues collected therefrom.

In addition to logistics, facilities, personnel and funding, County Fair operations by the Events Department includes, but is not limited to, consultation, interaction and receipt of input from all stakeholders and organizations interested in and participating in the conduct of annual Fair. This will continue as part of County operations. The Events Department acts under the direction and control of the elected Board of Commissioners.

Funds attributable to the Laramie County Fair Board, prior to the County's operation of the Fair in 2019, and/or funds attributable to the Fair Board subsequent to that time, were determined by audit and expended for the operation of the annual County Fair through the Events Department.

On February 23, 2021, the District Court, First Judicial District in Docket 190-761, issued an 'Order and Judgment Approving Accounting for Fair Board Funds...' The Court held and affirmed that based on the accounting and audit of funds attributable to the Fair from the property tax mil levy and other sources, was in the amount of \$220,050.30.

The Court further ordered that "any additions through collection of delinquent property tax and related interest shall be held in county as a segregated account and expended solely for the operation and maintenance of the Fair..." The Laramie County Finance Department has complied with this direction as to any residual tax collections.

On March 7, 2022, the Laramie County Board of Commissioners, issued a Resolution immortalizing both the finding of the audit as to funds attributable to the Fair Board, their use for the conduct of the Annual Fair and the amount expended for the conduct of the Fair.

The amount of funds attributable to the Fair Board was \$220,052.30. The amount expended for the conduct of the Fair between March of 2021 and February of 2022 was \$237,334.23. All funds previously held by the Fair Board had been expended for the conduct of the Fair.

The March 7, 2022, Resolution, further provided that any additional funds which might be received over time attributable to the pre-existing 'mil levy' for the Fair or any other sources, would be segregated and transferred under the control of the Laramie County Finance Department to the Laramie County Events Department for the continued operation of the annual County Fair.

The Fair Board has no funds under its direct control since at least February 2022, Laramie County, has funded all fair operations.

The Laramie County Events Department has staff devoted to the conduct of the annual County Fair, including a designated "Fair Manager."

The Events Department shall continue to organize and conduct the annual Laramie County Fair as well as manage the use of all the facilities at Laramie County's Archer Complex. The Fair is only one of the many uses of the facilities and consolidation of the management of the Complex produces efficiencies in funding and operations.

The County Fair used County facilities and lands under Agreement with the County. The Fair Board would represent a separate body, with additional staff and administrative costs which would be redundant. Such a separate body, with additional staff, would increase costs, complexity of operations and would lie outside County fiscal supervision.

The citizens of Laramie County have repeatedly approved ballot propositions funding the construction and development of multi-use facilities at the Laramie County Archer Complex property. The annual Fair is only one of many functions at the Archer Complex.

The citizens of the County have authorized a significant investment in the Archer Complex, which must be effectively managed. Its size, and the complexity of the year-round operations, require unified management, with full-time staff. This includes consolidation and supervision of its associated finances, by the Laramie County Commissioners, through the County budget process. This ensures consistency in oversight, transparency and accountability. A volunteer board, appointed, but not elected, lacks the resources, and ability to comply with fiduciary responsibilities to effectively manage and protect these public assets.

On October 20, 2023, a minimum of thirty (30) days prior to the public hearing and effective date of this Resolution, the Laramie County Board of Commissioners (BOCC) provided a written notice to the Laramie County Fair Board, through its Chairman of the date of the hearing at which the BOCC, pursuant to Wyo. Stat. Ann. § 18-3-525 disclosed its intent to dissolve the Laramie County Fair Board.

Written notice to the Laramie County Fair Board contained an explanation substantiating the reasons for the proposed dissolution. Said written notice hereto and fully incorporated within as Exhibit A.

Not later than 120 days before the effective date of this resolution, the BOCC published not less than two times in a local newspaper of general circulation, a plan to dissolve and terminate the board. Said plan, and affidavit of publication, attached hereto and fully incorporated in this resolution as Exhibit 'B'.

Not later than thirty (30) days before issuance of the instant resolution, dissolving the Fair Board, the BOCC has held a public meeting and provided an opportunity for public comment both at the meeting and in writing. The public meeting was properly noticed, held and comments received.

Pursuant to Wyo. Stat. Ann. § 18-3-525(a)(A)(B) and (C), the plan for dissolution included herein, provides for the payment of any bonded or other indebtedness against the Laramie County Fair Board. No bonded or other indebtedness exists against the Fair Board.

CONCLUSIONS OF LAW:

The Laramie County Finance Department has determined that there are no surplus funds remaining to credit the Fair Board. Existing contracts and agreements, or other obligations to which the Fair Board may be a party, should any such exist, shall be, pursuant to the instant resolution, and pursuant to Wyo. Stat. Ann. § 18-3-525, re-assigned to Laramie County.

“Accounting of Laramie County Fair Funds” prepared by the Laramie County Finance Department on December 6, 2022, surplus fund at that date amounted to \$220,052.30. This amount was approved as the funds under the control of the Fair Board by order of the Laramie County District Court First Judicial District by Order on February 23, 2021, in Docket 190-761.

The Board concludes that all funds attributable to the Laramie County Fair Board have been expended. This has been determined by audit and approved by Judicial Order. Further, the Board concludes that said funds have been properly expended for the conduct of the Laramie County Fair between the years 2021 and 2022. Therefore, no surplus funds attributable to the Fair Board exist.

No further funds have been allocated by Laramie County to the Laramie County Fair Board since 2018.

The Laramie County Fair Board is not a party to any contracts, agreements, regulatory agreements or other obligations, with the exception of agreements transferring all control and operation of the annual County fair to Laramie County. The latter contracts shall be terminated as moot and ineffective upon issuance of the instant Resolution.

If any such contracts and agreements or obligations should be discovered subsequent to the issuance of this Resolution, Laramie County shall transfer any obligations or benefits of same to Laramie County.

The disposition of non-fungible assets is as follows: any motor vehicles or equipment subject to or requiring title or other written evidence of ownership, have been transferred to the title or ownership of Laramie County.

Any residual equipment, not subject to written evidence of ownership which previously had been under the ownership or control of the Fair Board has been transferred Laramie County.

All non-fungible property and/or fixed assets previously attributable to the ownership or control of the Laramie County Fair Board have been listed on and are subject to, Laramie County's property insurance coverage.

The County Fair Board owned no real property or structures and used the facilities at the Archer Complex under agreement with the County. Dissolution and this Resolution shall terminate these existing agreements.

The Laramie County Fair Board does not own or control any certificates of deposit, bonds or other investments. Should any exist, and be after discovered, any obligations or benefits shall be transferred pursuant to this Resolution and Wyo. Stat. Ann. § 18-3-525 shall be transferred to Laramie County

On April 15, 2020 in Agreements # 200415-2 and # 200415-3 the Laramie County Fair Board delegated and transferred all responsibilities for the operation, costs and conduct the annual Laramie County Fair to Laramie County and its Events Department. The Board therefore concludes that the purposes for which the Laramie County Fair Board was created no longer exist and are being fulfilled by Laramie County through its agencies, including but not limited to its Events Department.

As of 2019, effectively and by written agreement in 2020, the Laramie County Fair Board no longer bore any responsibility for the conduct of the annual Laramie County Fair, that responsibility having been fully transferred to Laramie County.

Laramie County through its Events Department and through the use of the Archer property and facilities, has conducted the Laramie County Fair efficiently and effectively since 2019.

The Laramie County Board of Commissioners has complied with Wyo. Stat. Ann. § 18-3-525.

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING,

At the time of the issuance of this Resolution, the Laramie County Fair Board controls no assets, holds no staff and has no obligations or duties, whether by operation of law or agreement. All functions, duties, obligations, fiduciary or otherwise of a Fair Board established pursuant to Wyo. Stat. Ann. § 18-9-101(a)(iii) have been transferred to and become part of the operations of Laramie County.

No action remains attributable to the Laramie County Fair Board to effectuate termination of the board. Approval of this Resolution for dissolution shall dissolve the Fair Board and terminate its existence. No further action on the part of the Laramie County Fair Board is necessary to effectuate the dissolution.

Pursuant to Wyo. State Ann. § 18-3-525, as of the date of the issuance and adoption of this resolution, its existence is terminated the Laramie County Fair Board is hereby dissolved and its existence terminated.

BOARD OF LARAMIE COUNTY COMMISSIONERS

Chairman, Laramie County Commissioners

Date

ATTEST:

Debra Lee, Laramie County Clerk

Date

APPROVED AS TO FORM:



Laramie County Attorney's Office

The Board of
Laramie County
Commissioners



Dr. Troy Thompson
Chairman

Brian Lovett
Vice-Chairman

Gunnar Malm
Commissioner

Linda Heath
Commissioner

K.N. Buck Holmes
Commissioner

October 20, 2023

Sent via email to buck.holmes@laramiecountywv.gov

Buck Holmes, Chairman
Laramie County Fair Board
P. O. 608
Cheyenne, WY 82003

RE: Dissolution of Laramie County Fair Board

Dear Sir,

This letter is to inform the Laramie County Fair Board, pursuant to Wyo. Stat. Ann. § 18-3-525, that the Laramie County Board of Commissioners ('BOCC') intends dissolution of the Laramie County Fair Board.

The BOCC will announce its intent for this dissolution at its regularly set meeting on November 21, 2023. The purpose for which the Board was initially created under Wyo. Stat. Ann. § 18-9-101 et seq. no longer exists and continuing the Fair Board is a duplication of resources. The annual Laramie County Fair has been for several years, and will continue to be, conducted, and managed by Laramie County through the Laramie County Events Department.

On November 7, 2023, the BOCC will holding public meeting as required by Wyo. Stat. Ann. § 18-3-525 (C)(iii) to provide opportunity for public comment in person or in writing.

Attached please find a draft resolution, pursuant to Wyo. Stat. Ann. § 18-3-525(a)(ii) outlining the plan for dissolution and a proposed language to effectuate the dissolution of the Fair Board. No final decision has been made in this time regarding dissolution of the Fair Board. As noted, the Board will consider the matter at the public meeting indicated above.

Laramie County, over several years, has provided management and expanded the facilities used for the annual County Fair. The Fair is now part of the year round operations at the Laramie County Archer complex. The Archer Complex represents a significant investment, approved by the citizens of Laramie County, which includes, but is not limited to, the County Fair.

The complexity of the operations at the Archer complex require unified and focused attention by Laramie County government, in both an organizational and fiduciary capacity, to maximize the benefits to and protect the investment of, the citizens of Laramie County. The annual County Fair significantly benefits from the expansion of resources and facilities available at the Archer complex and from the unified direction and control of the Laramie County Commissioners.

It is the BOCC's understanding that the majority of the Fair Board agree that dissolution of the Fair Board and elimination of duplication of effort and resources is in the best interests of the County and the Laramie County Fair.

Changes, experience and advancements in facilities available to the County, over almost 20 years have moved toward, and support this decision.

In 2004, Laramie County purchased a significant section of property previously belonging to the University of Wyoming, now designated as the 'Archer' complex property. Among the primary purposes for the acquisition of this property, was a location for the Laramie County Fair. Given the expansive development of the Archer property it has taken a number of years to construct facilities and create an operational structure for their management. During much of that, the County Fair Board continued its involvement in the conduct of the annual county fair, which had been moved in its entirety to the Archer complex as facilities became available.

In 2012, the citizens of Laramie County approved a specific purpose tax in the amount of \$21,851,000 for the County to construct a year-round multi-purpose event center facilities at what was described in the ballot proposition, as the Laramie County Fairgrounds at the Archer Complex.

In 2017, the citizens of Laramie County again approved a significant specific purpose tax in the amount of a \$9,885,000 to the Laramie County Fair Board, for the design, construction, equipping, and furnishing of a multipurpose facility at the Laramie County Archer Complex. In addition to being used for the annual County Fair the ballot proposition was approved with the understanding by the citizens that it would also host a variety of events, year-round for both residents and visitors, including trade shows, expositions, sporting events, RV rallies, concerts, horse and stock shows.

Citizen approval for the funding of the expansion and improvement of facilities at the Archer complex has continued. This included an additional approval by the citizens of the County in 2021, in the amount of 1.5 million for Events Center improvements and \$6.9 million for sewer connections at the Archer Complex.

The uses of the facilities at Archer continue to expand. In addition to conducting the annual County Fair, the complex hosts, Expos, entertainment, conventions, gun shows, livestock exhibitions and many other events, all under the supervision and management of the Laramie County Events Department.

Size and complexity of operations at the Archer Complex, which include the fair, require a more regularized and unified form of management. The complex is in operation year-round and in order to protect the significant investment of the citizens of Laramie County, including providing effective and transparent fiduciary management, the operations warrant inclusion in an existing Governmental infrastructure.

At the time the Fair was moved to Archer, the Fair Board entered into an agreement with Laramie County for use of the facilities for the conduct of the annual Laramie County Fair.

As the majority of the facilities at Archer came on-line, the County created the "Laramie County Events Department" to manage the facilities. Given the size, year-round and multi-use nature of the complex, it was necessary to have a professional management structure in place. For the last several years, the Fair Board has been party to an agreement with Laramie County whereby it delegated conduct of the annual Fair to Laramie County, through its Events Department.

The Events Department has specific staff devoted to the year-round mission of organizing and putting on the annual County Fair. This includes an individual designated as the "Laramie County Fair Manager." As part of this process, the Events staff act in the same capacity as has the Fair Board over the years. Events staff interacts with and receives input from all of the interested and involved parties in the annual county Fair such as FFA, 4-H and many others on all related subjects including production of the annual "Fair Book." Events staff manages the Fair ambassadors, acquires advertising and support funds from entities in the community, among the many functions previously performed by the Fair Board.

In 2019 a mil levy, which had been directed by order of the BOCC to the support of the Fair Board was terminated. The County provided no funding for the Fair Board in its annual budget. These actions eliminating all County provided funds to the Laramie County Fair Board pursuant and subject to Wyo. Stat. Ann. § 18-9-101(a)(iv).

Since November 2018, no funds, from any source, have been provided by the County to the Laramie County Fair Board.

After November 2018, Laramie County through its Events Department has managed and conducted every annual county fair.

An audit provided to and approved by the First Judicial District in Docket 190-761 determined remaining funds attributable to the ownership and control of the Fair Board to be in an amount of \$220,050.30.

These funds have been used by Laramie County for conduct of the Fair. Between March of 2021 and February of 2022, the costs expended for the conduct of the annual Fair was \$237,334.23. The additional funds required were provided by Laramie County. As a result, all funds previously held by the Fair Board have been expended for the conduct of the Fair.

On April 4, 2020, Laramie County Fair Board executed an "Agreement for use of County Property Buildings and Grounds." (Contract 200415-2) The Agreement provided that the Fair Board could use the facilities at the Archer property for conduct of the Fair and that the County would bear all costs of maintenance and management upkeep and repair of the facilities and grounds used for the annual County Fair.

On April 20, 2020, the Laramie County Fair Board entered into an 'Agreement and Memorandum of Understanding Regarding Operation and Conduct of the Laramie County Fair (Contract 200415-3).

Pursuant to the April 2020 agreement, the Fair Board delegated all responsibilities involved in and regarding the conduct of the annual Laramie County Fair, to Laramie County through its Events

Department. It further provided that Laramie County would bear all costs related to the conduct of annual County Fair.

All the activities and interactions needed, and part of the Fair process will continue as they are within the assigned functions of the Events Department. During the years that the Events Department has been responsible for the Fair, it has been conducted successfully.

The County Fair has been successfully conducted by the Events Department using the facilities authorized for that purpose by the citizens of Laramie County. Continuation of the Laramie County Fair Board would represent a duplication of resources and is unnecessary and/or redundant for continuation of the Laramie County Fair.

It is for the foregoing reasons that the BOCC provides notice of its intention to dissolve the Fair Board.

If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy Thompson', with a long horizontal flourish extending to the right.

Chairman Dr. Troy Thompson,
Board of Laramie County Commissioners

The Laramie County Fair Board having been notified as of October 20, 2023 of the intent to of the Laramie County Commissioners to dissolve said Board, as its purpose is now redundant being fulfilled, funded and carried out by Laramie County Operations. Pursuant to Wyo. Stat. Ann. § 18-3-525(a)(ii)(A) through (C), the Laramie County Board of Commissioners provides following plan for dissolution.

- A) No bonded or other indebtedness exists against the Fair Board.
- B) Surplus funds/non fungible property: The Fair Board has no surplus funds. Pursuant to an agreement with the Fair Board April 20, 2020, has funded and conducted the annual Laramie County Fair through its Events Department. Any funds attributable to the Fair Board prior to that date were determined and have been fully expended for the conduct of the County Fair. Motor vehicles or equipment including those requiring title shall be transferred to ownership of Laramie County. All facilities and property used by the Fair Board are and have been held by Laramie County. Remaining tangible property de minimis and shall be transferred to the ownership and control of Laramie County.
- C) Contracts/Regulatory Agreements/Obligations: The sole known agreement with the Fair Board as a party, is with Laramie County to conduct the Fair. In the event any residual or remaining contracts, regulatory agreements or obligations exist, they shall be reassigned from the Fair Board to Laramie County.

Pursuant to Wyo. Stat. Ann. § 18-3-525, a public hearing on consideration of the dissolution of the Laramie County Fair Board shall be held on November 21, 2023, at 3:30 p.m., 3rd Floor Laramie County Historic Courthouse.



From:
Wyoming Tribune Eagle
702 W. Lincolnway
Cheyenne, WY 82001

Affidavit of Publication

Description of advertisement:

Dissolve Board

Published: 10/25/23, 11/01/23

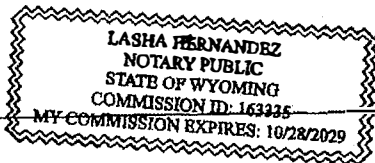
AD# 438381

THE STATE OF WYOMING) ss.
County of Laramie)

I, [Signature], do solemnly swear that I am the Publisher's Agent of the **Wyoming Tribune Eagle**, a newspaper of general circulation published in the **County of Laramie, State of Wyoming**; that the notice, of which the attached is a true copy, was published in said newspaper for 2 publications, the first having been made on 10/25/2023, and the last publication having been made on 11/01/2023; that said notice was published in the regular and entire issue of said newspaper during the period and times of publication aforesaid and that the notice was published in the newspaper proper, and not in a supplement.

Publication fees: \$183.33

Subscribed and sworn to before me on this date November 10, 2023



[Signature]
Notary Public

The Laramie County Fair Board having been notified as of October 20, 2023 of the intent to of the Laramie County Commissioners to dissolve said Board, as its purpose is now redundant being fulfilled, funded and carried out by Laramie County Operations. Pursuant to Wyo. Stat. Ann. § 18-3-525(a)(ii) (A) through (C), the Laramie County Board of Commissioners provides following plan for dissolution. A) No bonded or other indebtedness exists against the Fair Board. B) Surplus funds/non fungible property: The Fair Board has no surplus funds. Pursuant to an agreement with the Fair Board April 20, 2020, has funded and conducted the annual Laramie County Fair through its Events Department. Any funds attributable to the Fair Board prior to that date were determined and have been fully expended for the conduct of the County Fair. Motor vehicles or equipment including those requiring title shall be transferred to ownership of Laramie County. All facilities and property used by the Fair Board are and have been held by Laramie County. Remaining tangible property de minimis and shall be transferred to the ownership and control of Laramie County. C) Contracts/Regulatory Agreements/Obligations: The sole known agreement with the Fair Board as a party, is with Laramie County to conduct the Fair. In the event any residual or remaining contracts, regulatory agreements or obligations exist, they shall be reassigned from the Fair Board to Laramie County. Pursuant to Wyo. Stat. Ann. § 18-3-525, a public hearing on consideration of the dissolution of the Laramie County Fair Board shall be held on November 21, 2023, at 3:30 p.m., 3rd Floor Laramie County Historic Courthouse October 25, 2023 and November 1, 2023 NO. 438381

2017 Specific Purpose Tax Information Guide

Laramie County, and the
Towns of Albin, Burns, Pine Bluffs
& City of Cheyenne

Election Day: May 2, 2017



What Is The Sixth Penny Tax?

State law allows counties, in cooperation with cities and towns, to fund specific projects through a voluntary sales tax. Counties, cities and towns pass resolutions that include proposed projects and amounts needed to complete those projects. Voters are then asked to vote on those projects. If approved by the majority of voters, a "sixth penny" sales tax is added to your purchases. When the specific amount is collected, the tax stops.



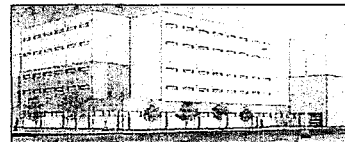
Court Expansion (Prop. 1)



Laramie County seeks \$9 million to remodel and expand the existing Laramie County Courthouse to provide courtroom and office space for a fourth District Court Judge authorized by the Wyoming Legislature along with building systems and physical plant upgrades.

The City of Cheyenne seeks \$9 million for the construction of a new Municipal Court facility to be located at 2101 O'Neil Avenue as an addition or remodel to the City of Cheyenne's current government building or for the construction of a new Municipal Court at such other location as determined appropriate. The facility would house three judges (two court judges and a juvenile judge) plus administrative staff.

County Jail Expansion (Prop. 2)



Laramie County seeks \$16,176,680 million to construct an addition on the existing Laramie County Detention Center located at 1910 Pioneer Avenue for the purpose of expanding inmate capacity, providing additional administrative space, and for updating and improving existing infrastructure of the current facility. The county's inmate population continues to grow, especially in the female category. The plan is to expand the jail from 325 beds to 445 beds.

Christensen Project (Prop. 3)



The City of Cheyenne seeks \$15 million for The Christensen Road Overpass Project which begins at Commerce Circle, near the I-80 and Campstool Road interchange in the center of the Cheyenne LEADS Business Parkway. The new road crosses the Union Pacific Railroad mainline, then continues north to US Highway 30. The length of the project is 1.25 miles. The absence of an overpass on Christensen Road is a critical public safety concern. This project would provide better access and response times for fire, police and emergency personnel, particularly to the eastern portion of the LEADS Business Parkway and I-80/Campstool developments.

Archer Multipurpose Facility (Prop. 4)

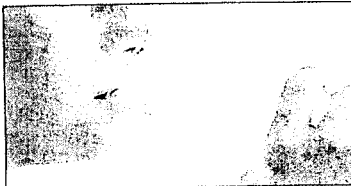


The Laramie County Fair Board seeks \$9,385,000 million for the design, construction, equipping, and furnishing of a multipurpose facility at the Laramie County Archer Complex located east of Cheyenne. The proposed facility will be an open-span building that will host a variety of events year-round for both residents and visitors, including trade shows, expositions, sporting events, RV rallies, concerts, and horse and stock shows. The multipurpose facility will be a self-sustaining large venue infrastructure with a positive cash flow.



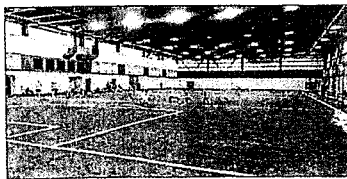
Proposition 5 (\$11,970,000)

- **Albin:** Adequate housing expansion
Emergency generators/water source
- **Burns:** Road, parking, watering improvements
- **Cheyenne:** Greenway expansion/maintenance
Street improvements
- **Laramie County Fire District #1:**
New Archer Complex fire station
- **Pine Bluffs:** Infrastructure improvements
Clean water system renovation
New Public Works facility



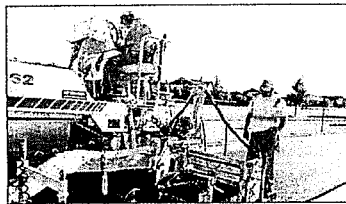
Proposition 6 (\$11,969,000)

- **Albin:** New water meter system/O&M*
- **Burns:** Remodel town-owned buildings/O&M*
Street and drainage maintenance
- **Cheyenne:** Multipurpose indoor turf facility
- **Laramie County:** Radio equipment/O&M*
- **Pine Bluffs:** Refurbish recreational facilities



Proposition 7 (\$14,870,000)

- **Albin:** Replace vehicle storage facility/O&M*
Resurface Town Hall parking lot
- **Burns:** Dump truck and attachments
4th Street sewer line completion/O&M*
- **Cheyenne:** Construct gymnasium/offices/O&M*
Fire stations remodel/apparatus rehab
- **Laramie County:** Emergency storage facility
- **Pine Bluffs:** Upgrade town cemetery

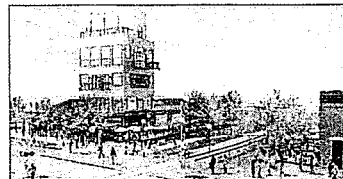


Proposition 8 (\$8,848,000)

- **Albin:** Utility truck, equipment, training
1950s sewer line replacement
- **Burns:** Radios and communication equipment
- **Cheyenne:** Purchase East Community Park land
Street improvements
- **Pine Bluffs:** Debt reduction
Replace town equipment

Proposition 9 (\$11,700,500)

- **Albin:** Replace existing water lines
Community Center repairs/maintenance
- **Burns:** Improve town parks
Water/sewer upgrades
- **Cheyenne:** West Edge infrastructure/enrichment
- **Eastern Laramie County Solid Waste Disposal District:** Purchase new scraper, shop addition
- **Laramie County:** Upgrade 911 communications
Sheriff technology upgrades
- **Laramie County Fire District #2:** New station
- **Pine Bluffs:** Street maintenance/repair plan



Past Sixth Penny Projects

- Albin:** Community Center addition
Sewer improvements
Heavy equipment purchase
- Burns:** Sewer line upgrades
Heavy equipment upgrades
Liberty Park improvements
- Cheyenne:** Botanic Gardens Conservatory/Remodel
Public Safety Center
Norris Viaduct
- Laramie County:** Laramie County Library
City/County Health Department
County Government Complex
- Pine Bluffs:** Park Rehabilitation
Water Main improvements
Buller Avenue paving

* O&M means Operations and Maintenance

Frequently Asked Questions

When is the election?

The election is scheduled for Tuesday, May 2, 2017. Vote Centers are open from 7 a.m. to 7 p.m.

How can I vote?

You can vote on election day - Tuesday, May 2, 2017 - or you can vote early or by absentee ballot beginning March 23. For more information on early/absentee voting, call the Laramie County Clerk's Election Office at 633-4242.

When will this tax start and end?

The tax will start on October 1, 2017 and end once all the approved projects have been funded to their approved amount.

If approved, what will the tax rate be?

Currently, Laramie County is collecting 6 cents (which will end on April 1) on every dollar spent (except on non-prepared food). If approved, there would be a tax holiday from April to October when the tax collected would be set at 5 cents.

Will tourists pay this tax?

Yes! Anyone who purchases items in Laramie County (except non-prepared food) will pay this tax.

How does the ballot work?

Voters will be presented with a menu-style of Specific Purpose Tax (Sixth Penny) propositions.

For more information about the 2017 Specific Purpose Tax Ballot, go to www.laramiecounty.com.



This brochure is made available to the residents of Laramie County to provide information on 2017 Specific Purpose Tax Projects.

180515-17

MEMORANDUM OF UNDERSTANDING
Between
LARAMIE COUNTY FAIR & LARAMIE COUNTY WYOMING
IN REGARD TO THE FINANCING AND CONSTRUCTION OF THE 6TH PENNY
MULTI-PURPOSE BUILDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between the Laramie County FAIR Board, 3967 Archer Pkwy., Cheyenne Wyoming 82009, ("FAIR") and Laramie County, Wyoming P.O. Box 608, Cheyenne Wyoming 82003 ("COUNTY"). The parties agree as follows:

I. PURPOSE

The purpose of this MOU is to acknowledge that the COUNTY intends to assist the FAIR in the construction of the Multi-Purpose Building Project (hereinafter "project") as approved by the voters in the 6th Penny Ballot resolution. As for this assistance, County agrees to accept stewardship of all funds required for the project including acting as the principal in any financing agreements with American National Bank (ANB). As consideration for the FAIR participation and agreement in this MOU is the ability to more immediately commence construction of the project rather than await full funding their 6th Penny collections.

This MOU serves as an agreement to move all accounting, payment and finance related control and processes from the FAIR to the COUNTY. This includes but is not limited to processes by which 6th Penny funds shall be routed, held, disbursed and approval of and payments made from funds procured both through the 6th Penny collection as well as any financing employed for the project.

II. TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect for five (5) years, or until terminated pursuant to the provisions of this MOU.

III. RESPONSIBILITIES OF FAIR

- A. FAIR agrees that funds collected by the Laramie County Treasurer produced by the 6th Penny ballot resolution for the project shall be retained by the Laramie County Treasurer and shall be under the control and supervision of Laramie County. FAIR further agrees that it will turn over control of a checking account it currently holds with ANB Bank to the Laramie County Finance Office as soon as possible after the execution of this agreement.
- B. FAIR agrees that funds provided by or through arrangements with ANB bank, for project financing shall also be routed through the Laramie County Treasurer and shall

*Attorney
Finance*

be under the control and supervision of Laramie County, as Laramie County is, in fact, the principal in regard to financing through ANB.

- C. FAIR agrees that expenditure of funds in any manner for the project will require authorization provided by the project manager on the multipurpose building project, appointed by the Laramie County Commissioners and/or the Commissioner's designee. The Laramie County Finance office will work with the project manager to process and pay invoices, monitor cash flow and request funds from ANB Bank and perform accounting for the project.

Check stock

Signature authority for the ANB account

Control of drawdowns

Fair board will not pay any outstanding invoices. They will be sent to the County to be processed.

All financial records:

Bank statements

Invoices

Contracts

Detailed Trial Balance for the SPOT accounts

IV. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall interact with ANB Bank to access and use funds to facilitate the funding of the project.
- B. COUNTY shall excise control and stewardship over all funds used in the multipurpose building project whether acquired through 6th Penny collections, the financing through ANB Bank or any other source.

COUNTY through its Finance office will allow FAIR inquiry access to its Munis accounting system so FAIR can monitor all financial activity in connection with the project.

V. GENERAL PROVISIONS

A. Termination: This MOU may be terminated (a) by mutual agreement of the parties upon the completion of the multipurpose building project.

B. Entire Agreement: This MOU, consisting of (4 pages), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

D. Modification: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if the FAIR is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed intent of the parties that the provisions of this MOU are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive either party's governmental immunity as provided in this MOU.

G. Contingencies: Fair certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., as amended, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: Neither party waives their Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. 1-39-101-121, as amended, by entering into this MOU with the exception that FAIR agrees to a waiver of immunity and defenses for the sole purpose of COUNTY's enforcement of this MOU. Furthermore, except as indicated herein, the parties retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

K. Indemnification: Each party to this MOU shall be responsible for any liability arising from its own conduct, including those of its agents, employees, representatives and other personnel. Neither party agrees to insure, defend or indemnify the other.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of 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 among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

M. Notices: All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

N. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

Remainder of this page intentionally left blank.

MEMORANDUM OF UNDERSTANDING
Between
LARAMIE COUNTY FAIR & LARAMIE COUNTY WYOMING
IN REGARD TO THE FINANCING AND CONSTRUCTION OF THE 6TH PENNY
MULTI-PURPOSE BUILDING

Signature Page


LARAMIE COUNTY FAIR

By:  _____ Date 5/18/18
Chairman, Laramie County FAIR Board

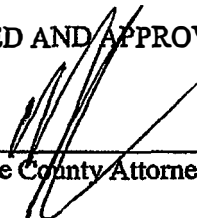
LARAMIE COUNTY

By: K. M. Buck Holmes _____ Date _____
Chairman, Laramie County Commission

ATTEST:

By:  _____ Date 5-22-18
Debra Lee, Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/18/18
Laramie County Attorney's Office

RESOLUTION NO. 181120-14

RESOLUTION: CREATING COUNTY EVENTS DEPARTMENT, AN EVENTS ADVISORY BOARD AND PROVIDING FOR THE TRANSITION OF EXISTING FAIR STAFF TO LARAMIE COUNTY EMPLOYEE POSITIONS

WHEREAS, the Laramie County Fair is the oldest Wyoming County Fair in the State of Wyoming and has made immeasurable contributions to the citizens of Laramie County and the State of Wyoming;

WHEREAS, over the years Laramie County Volunteer Fair Board members have taken time out of their lives to promote and carry forward the fine traditions of the Laramie County fair and rendered a significant service to the citizens of Laramie County in the State of Wyoming;

WHEREAS, the County will continue to need and request the service of such volunteers, to advise with respect to the annual Laramie County fair

WHEREAS, the voters of Laramie County have authorized the expenditure of 9 million dollars to build a multipurpose facility on the Laramie County fairgrounds near Laramie County's archer complex;

WHEREAS, this facility will be used to house multiple events from fair related activities to musical events and concerts to multiple other activities on a year-round basis;

WHEREAS, the need to staff, administrate and operate the multi-use facility will require personnel and expertise, and year-round staffing to a degree much greater than that which is currently available through the existing Laramie County Fair;

WHEREAS, the complexities of operating a year-round multipurpose events center creates liability exposures to the County and taxpayer funds requiring a level of expertise and consolidation of administration currently unavailable to Laramie County;

WHEREAS, effective operation of a year-round multiple use events facility, represents a complicated legal, technical and administrative challenge which is currently beyond the capabilities of the Laramie County Fair staff which is of limited numbers;

WHEREAS, over the past number of years, the Laramie County Fair has significantly expanded its facilities at the Archer grounds, including such amenities such as a new arena and associated stands and service building, meeting halls, RV hookups and parking;

*Created by
Fair*

COPY OF RECORD

WHEREAS, all land and facilities used by the Fair have been, and remain the property of Laramie County who is thereby, ultimately responsible for them;

WHEREAS, Laramie County continues to own and operate, as part of Laramie County Fair, significant facilities and land located at the Cheyenne Frontier Days grounds;

WHEREAS, Laramie County has recently added significant structures and equipment to the existing Clear Creek Park grounds, as a result this use and operation will require greater administration;

WHEREAS, the Archer complex currently houses a motocross facility which is leased for operation to another entity and requires a level of County attention for its continued safe and effective operation;

WHEREAS, the Archer complex also currently houses an equine "eventing" facility and grounds also currently under lease and also currently requiring a level of County attention for its continued safe and effective operation;

WHEREAS, Laramie County anticipates an increase in the number of events and activities that will be sponsored, engaged or participated in, by Laramie County in the coming years;

WHEREAS, the Laramie County Commissioners, in order to protect the taxpayer's investment and to fully exploit the opportunities provided by, the multiple use facility being constructed on the fairgrounds need to create a specific county agency to manage this multiple use facility;

WHEREAS, given the increase, and anticipated continued increase, in the facilities, located at the Laramie County fairgrounds, the motocross track, the equine eventing facility, Clear Creek Park, fair facilities located at the Cheyenne Frontier Days grounds, and myriad other recreational and educational opportunities and events, the need for a County Department devoted solely to the operation of these facilities and activities is imperative.

THE BOARD OF LARAMIE COUNTY COMMISSIONERS HEREBY FINDS:.

That Laramie County and the citizens thereof, would benefit financially from a consolidation in the operation of all the aforementioned recreational and event related activities and operations. Such consolidation would reduce costs, provide greater accountability, and streamline the administration of such activities.

That Laramie County and the citizens thereof will benefit from consolidation both of the personnel and administration but also of the funding for the aforementioned recreational and event related activities and operations

That given the expanded operations and facilities at the Fair area and Archer, as well as the County's other needs, effective administration will require specialized personnel with the expertise needed to protect the taxpayer's investment and produce a safe and lawful series of opportunities with the facilities currently available as well as to serve the future needs will arise in this area.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING,

I. A County entity, to be called the Laramie County Events Department, shall be, and is created under the direct supervision of the Laramie County Commissioners and/or their designee.

II. There shall be created and filled a position described as the "Director of the Laramie County Events Department." This position shall be responsible for the administration and operation of the events Department, which will include not only the operations and carrying forward of the Laramie County Fair, but the operation and activities of the multiuse facility located on the Laramie County fairgrounds. This Department and this position shall also be responsible for the operation and administration of existing Laramie County recreational activities and grounds and facilities, including but not limited to, the Laramie County motocross track, Laramie County Equine Eventing facility and such other activities and duties as shall be assigned by the Laramie County Commissioners

III. The Commissioners, pursuant to their authority under law, order that the entity or body corporate known as the Laramie County Fair, created pursuant to W.S. 18-9-101 et seq. as amended and its statutory predecessors, be and is hereby dissolved.

IV. Current finances, directed by the County to the Fair, pursuant to W.S. 18-9-101 et seq. or under any other authority, whether by use of a mill levy or other methods, is hereby ceased.

V. Pursuant to its the Commission's discretionary authority the "Laramie County Events Advisory Board" is hereby created.

VI. The Laramie County Events Advisory Board shall function in an advisory capacity to the Director of Laramie County Events Department to assist in the carrying out of the annual Laramie County Fair. The Board composition and authority shall be subject to bylaws prepared by the Laramie County Attorney's office and approved by the

Commissioners. The County Commissioners shall make all appointments to the Events Advisory Board.

VII. Currently existing Fair Board members may, should they so request and in the discretion of the County Commissioners, transition to positions on the Laramie County Events Advisory Board.

VIII. Laramie County Human Resources Department and the Laramie County Finance Department are hereby directed to begin both the acquisition of appropriate staff with expertise to operate such a Department and to take such actions as are needed to transition finances from the current Fair operations to operations of the Laramie County Events Department.

IX. Laramie County Commissioners, recognizing that the dissolution of the Laramie County Fair, a body corporate and independent entity imposes no obligations on Laramie County for any contractual arrangement the Fair Board may have incurred, but acknowledging the need to continue Fair operations: Do hereby declare that the Laramie County Events Department may, as necessary for continued Fair Operations, be substituted for and take over any existing, non-professional services, that is, contractual obligations dealing with the physical and functional day to day operations of the entity formally known as the Laramie County Fair. This process of taking on such obligations shall occur, at the discretion of the Board of County Commissioners, in such manner as may be best suited to the continuation of Laramie County Fair operations and in the best interest of the County. Specifically, the County intends to amend the existing agreement with Preifert Designs to reflect Laramie County as the party to the agreement rather than the Laramie County Fair.

Recognizing that the Fair may have engaged in transactions or other activities that are neither appropriate or necessary for the continued operation of the County Fair nor properly memorialized, the Commissioners will consider requests for either payment or substitution of the County as a party, such payments or substitutions to be in the sole discretion of the County. Such request must be in writing and explain the basis for said request and be submitted to the offices of the Laramie County Commissioners within 90 days of the date of this resolution. Good cause for delay may be considered in the discretion of the Commissioners for late submissions.

X. Current staff members of the Laramie County Fair, may transition to become Laramie County employees subject to all benefits, obligations and requirements of Laramie County employees. All Fair staff leave accruals will be transferred as well. Human Resources is directed to carry forward that transition upon the request of any existing Laramie County Fair staff member, including expediting the process of hiring existing County fair staff members as Laramie County employees.

XI. During the transition to the new Department, the County Commissioners hereby direct that an audit be conducted of the Fair finances and that an accurate inventory of property, equipment, and existing Fair operations and obligations, be created as part of that audit. The County intends a complete review of all financial, personnel and administrative operations as part of the transfer to the Laramie County Events Department.

XII. The Laramie County Information and Technology department shall assist in the transfer of all necessary computer infrastructure.

PRESENTED, READ AND ADOPTED this 20th day of November, 2018.

BOARD OF LARAMIE COUNTY COMMISSIONERS



K. N. 'Buck' Holmes, Chairman

ATTEST:



Debra Lee, Laramie County Clerk

Reviewed and approved as to form:

Mark Voss
Laramie County Attorney

RESOLUTION # 200407-1

“RESOLUTION ADDING AND APPOINTING MEMBERS TO THE LARAMIE COUNTY FAIR BOARD”

Pursuant to W.S. 18-9-101(a)(iii), each Board of County Commissioners may appoint a Board of Trustees to control, maintain and manage the fairgrounds, airports, parks and pleasure grounds and to conduct agricultural, industrial and other fairs and exhibitions;

The Board of Trustees provided by W.S. 18-9-101(a)(iii) shall be composed of not less than five (5) nor more than nine (9) competent citizens of the county appointed by the board of county commissioners.

FINDINGS

1. The Laramie County Fair as an entity has existed for many years. The exact date of its creation and the methodology by which this occurred is unknown, as County records are incomplete. The oldest documented reference is a document entitled "Certificate of Organization" recorded on July 31, 1952 in book 520, page 516 of the Laramie County real estate records.

This document purports to be the record of a meeting of the "incorporators" of the "Board of Trustees of Laramie County Fair Association" conducted on 15 May, 1952. It provides for an election of officers to the Board of Trustees and is executed by five individuals. None of the individuals listed in execution of this document were County Commissioners for Laramie County in that year or during 1951 through 1952.

The law referenced in the 1952 document, from the Session laws of the State of Wyoming in 1951, provides in part that the Board of County Commissioners is authorized to appoint a Board of Trustees to "maintain, manage and conduct agricultural, industrial and other fares and exhibitions..." No record can be located indicating any action on the part of the Board of Commissioners in 1951 or in any prior year, creating such a Board of Trustees. In absence of definitive records it is therefore unclear when or how an original Board of Trustees was appointed. W.S. § 18-9-102

COPY OF RECORD

2. On February 15, 2005, in Contract #050215-07, the then existing Laramie County Fair Board entered into an ‘Agreement for the Use of County Property Buildings and Grounds’. Under this agreement, the County allowed the Fair Board to make use of "certain buildings, fixtures and grounds at the Archer property for the purposes of carrying out fair board activities. These properties fixtures and grounds were listed in attachments to the agreement. The agreement can be terminated under several circumstances, including with 30 days’ notice by the County. The Fair Board does not own or control any grounds, fixtures or facilities. All facilities to be used currently and in the past for Fair activities have been owned and controlled by the County.
3. On November 20, 2018, in Resolution 181120-14, the Laramie County Commissioners directed the dissolution of the Laramie County Fair Board. The basis for this decision is reflected in the associated documentation of the Commissioner’s decision and the record of the Board’s proceedings as well as in the record before the Wyoming Supreme Court in *Board of Trustees of Laramie County d.b.a. Laramie County Fair Board of Trustees v. Bd. of Trustees of Laramie County. v. Bd. Of County Commissioners of Laramie County,*” 2020 WY 41, (Wyo. Mar. 24, 2020)

In its opinion issued March 24, 2020, the State Supreme Court held "the parties agree the statutes give the commissioners the express authority to create a Fair Board." (referencing, W.S. 18-9-101 et seq.) The Court further held, “appointment of a board of trustees is the *only* way in which the Commissioners can conduct a county fair.” [Id, at ¶ 11, 18] (emphasis in the origin) The Court held that the Board of Commissioners lacked the authority to dissolve the Fair Board and the said resolution was void. [Id.¶ 20] The Court also found that the Fair Board is not “perpetual” in existence and stated in a footnote: “We do not decide whether the Commissioners have authority to dissolve the Fair Board in the event they choose to discontinue the county fair.” [Id. [Id.¶ 13, ¶20 fn.4]

4. At the time of the Commissioner’s resolution dissolving, the Laramie County Fair Board had only five (5) positions. In the intervening period, one of the member’s terms reached its expiration on December 31, 2018. Another member, whose term expired on December 31, 2019, resigned as of September 10, 2018. Neither of these positions have been filled.

Pursuant to W.S. 18-9-102(a) and (h), the Board of County Commissioners may appoint up to nine (9) members of the Board and shall annually appoint a successor to any trustee whose term expires and/or vacancies on the board of trustees shall be filled by the county commissioners for the balance of the unexpired term created by the vacancy. The Commissioners hold the sole authority to fill and appoint members of the Fair Board of Trustees

5. W.S. 18-9-102 further provides that the Board of Trustees of the county fair shall be composed of not less than five (5) nor more than (9) competent citizens of the county appointed by the county commissioners. The current Fair Board currently consists of only three members out of the potential nine (9) members allowed under statute.
6. Pursuant to the decision of the Wyoming Supreme Court, the Laramie County Fair Board of Trustees is in existence under the terms of the Court's decision, as well as the Board of Laramie County Commissioners authorities under statute in regard to said Board;


THEREFORE BE IT RESOLVED by the governing body of Laramie County, Wyoming, that pursuant to W.S. 18-9-101(a)(iii) and 18-9-102(a) the number of members is increased to seven (7), and the following four, (4) members are appointed to the Laramie County Fair Board of Trustees, effective immediately.

1. Troy Thompson
2. Linda Heath
3. Buck Holmes
4. Gunnar Malm

IT IS FURTHER RESOLVED that the above appointed members shall fill and serve staggered terms and perform the duties of said Board members according to law. Said appointments to serve terms expiring as follows: 1) A term expiring December 31, 2024, 2) A term expiring December 31, 2022, 3) A term expiring December 31, 2025, 4) A term expiring December 31, 2025.

PRESENTED, READ AND ADOPTED this 3 day of April, 2020.

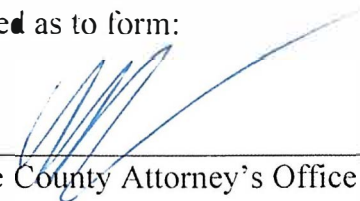
BOARD OF LARAMIE COUNTY COMMISSIONERS


Chairman

ATTEST:


Debra K. Lee, Laramie County Clerk

Approved as to form:


Laramie County Attorney's Office

200407-1

APPOINTMENT 1

“RESOLUTION APPOINTING LARAMIE COUNTY FAIR BOARD MEMBER”

BE IT RESOLVED by the governing body of Laramie County, Wyoming, Troy Thompson shall be and is hereby appointed as a member of the Laramie County Fair Board to perform the duties of said Board according to law for a five-year term beginning April 7, ____, 2020 and ending December 31, 2024.

PRESENTED, READ AND ADOPTED this 7 day of April, 2020.

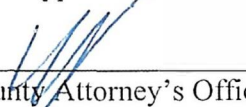
BOARD OF LARAMIE COUNTY COMMISSIONERS


Chairman

ATTEST:


Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:


Laramie County Attorney's Office

OATH OF APPOINTMENT

THE UNDERSIGNED does solemnly swear (or affirm) to honor and sustain the constitution of the United States, the constitution of the State of Wyoming, and to faithfully, honestly and impartially discharge all duties as a member of the Laramie County Fair Board.

LARAMIE COUNTY FAIR BOARD MEMBER

Signature Date

Witness Date

200407-1


APPOINTMENT 2

“RESOLUTION APPOINTING LARAMIE COUNTY FAIR BOARD MEMBER”

BE IT RESOLVED by the governing body of Laramie County, Wyoming, Linda Heath shall be and is hereby appointed as a member of the Laramie County Fair Board to perform the duties of said Board according to law for a five-year term beginning April 7, 2020 and ending December 31, 2022.

PRESENTED, READ AND ADOPTED this 7 day of April, 2020.

BOARD OF LARAMIE COUNTY COMMISSIONERS


Chairman

ATTEST:


Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:


Laramie County Attorney's Office

OATH OF APPOINTMENT

THE UNDERSIGNED does solemnly swear (or affirm) to honor and sustain the constitution of the United States, the constitution of the State of Wyoming, and to faithfully, honestly and impartially discharge all duties as a member of the Laramie County Fair Board.

LARAMIE COUNTY FAIR BOARD MEMBER

Signature _____ Date _____

Witness _____ Date _____

200407-1

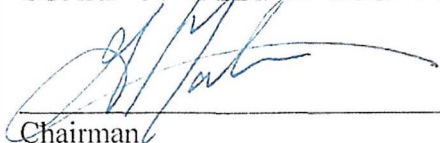
APPOINTMENT 3

“RESOLUTION APPOINTING LARAMIE COUNTY FAIR BOARD MEMBER”

BE IT RESOLVED by the governing body of Laramie County, Wyoming, Buck Holmes shall be and is hereby appointed as a member of the Laramie County Fair Board to perform the duties of said Board according to law for a five-year term beginning April 7, 2020 and ending December 31, 2025.

PRESENTED, READ AND ADOPTED this 7 day of April, 2020.

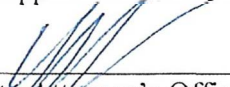
BOARD OF LARAMIE COUNTY COMMISSIONERS


Chairman

ATTEST:


Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:


Laramie County Attorney's Office

OATH OF APPOINTMENT

THE UNDERSIGNED does solemnly swear (or affirm) to honor and sustain the constitution of the United States, the constitution of the State of Wyoming, and to faithfully, honestly and impartially discharge all duties as a member of the Laramie County Fair Board.

LARAMIE COUNTY FAIR BOARD MEMBER

Signature Date

Witness Date

200407-1

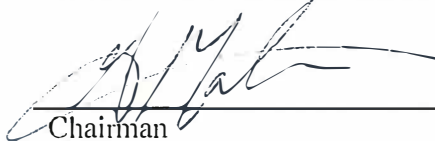
APPOINTMENT 4

“RESOLUTION APPOINTING LARAMIE COUNTY FAIR BOARD MEMBER”

BE IT RESOLVED by the governing body of Laramie County, Wyoming, Gunnar Malm shall be and is hereby appointed as a member of the Laramie County Fair Board to perform the duties of said Board according to law for a five-year term beginning April 7, 2020 and ending December 31, 2025.

PRESENTED, READ AND ADOPTED this 7 day of April, 2020.

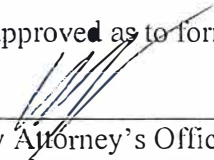
BOARD OF LARAMIE COUNTY COMMISSIONERS


Chairman

ATTEST:


Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:


Laramie County Attorney's Office

OATH OF APPOINTMENT

THE UNDERSIGNED does solemnly swear (or affirm) to honor and sustain the constitution of the United States, the constitution of the State of Wyoming, and to faithfully, honestly and impartially discharge all duties as a member of the Laramie County Fair Board.

LARAMIE COUNTY FAIR BOARD MEMBER

Signature Date

Witness Date

200415-2

**AGREEMENT FOR USE OF COUNTY PROPERTY BUILDINGS AND GROUNDS
Laramie County Fair Board / Laramie County Wyoming**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and the Laramie County Fair Board, Cheyenne, Wyoming 82001 (BOARD)

WHEREAS Laramie County is the sole owner of the 876 acre Archer Complex property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6th PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Complex"). COUNTY desires to allow use of certain properties and grounds at the Archer Property in carrying out the annual Laramie County Fair.

NOW THEREFORE IT IS HEREBY AGREED by and between COUNTY and BOARD as follows:

I. Term of Agreement

This Agreement shall commence on the date the last signature is affixed to this Agreement, and shall remain in full force and effect until terminated as provided herein.

II. Responsibilities of COUNTY

A. COUNTY shall allow the BOARD, pursuant to the terms of this Agreement, to make use of certain buildings, fixtures and grounds at the Archer property for the purposes of carrying out Fair Board activities through the agency of the Laramie County Events Department. (hereinafter "EVENTS") Said properties, fixtures and grounds to be those listed in Attachment 'A.' to this Agreement which is fully incorporated herein. This list of properties, fixtures, buildings and grounds to be used for this purpose, may also be changed and re-designated by COUNTY or EVENTS as they require. Such use shall be in accord with the terms herein, and the terms of the Agreement and Memorandum of Understanding Regarding Operation and Conduct of the Laramie County Fair, executed between the parties. ("MOU")

B. COUNTY shall bear all costs associated with the maintenance, management, upkeep and repair of the facilities and grounds to be used for carrying out the annual Laramie County Fair, subject to the terms of this agreement.

C. Funds, revenues or payments received for activities conducted in or on the facilities and grounds provided for in this agreement in connection or association with the Laramie County Fair, including but not limited to, attendance fees, fees for advertising, sponsorships and rental of space for any purpose, shall be the property of COUNTY. Said funds will be received into the county general fund and may, in the sole discretion of COUNTY, be

allocated or used for expenses related to the upkeep and management of the facilities and grounds, costs associated with EVENTS activities in connection with the Fair and/or for purposes associated with or in connection with, the Laramie County Fair.

D. It is recognized by COUNTY that traditionally, volunteers have played an important role in the preparation for, and conduct of, the Laramie County Fair. COUNTY agrees to continue this tradition, and will be responsible, on behalf of the BOARD for soliciting, reviewing, accepting, directing and supervising any such volunteers through the Events Department, for carrying out the conduct of the Laramie County Fair.

III. Responsibilities of Board

A. BOARD, through EVENTS shall use only those buildings, fixtures and grounds on the Archer Property as described in Attachment 'A' or as designated by COUNTY or EVENTS. COUNTY shall be solely liable and responsible for the payment of all utility charges or other costs accrued in connection with the use of the buildings, fixtures and grounds.

B. Use of building fixtures and grounds shall be for the express and sole purpose of conducting the annual Laramie County Fair including any associated activities.

C. Use of the facilities, buildings and grounds by third parties, including but not limited to, vendors, groups, persons and other entities and other institutions in association with the conduct Laramie County Fair shall be subject to agreements between said parties and Laramie County as required and are regarded as necessary by COUNTY. Laramie County retains the full right and authority to determine the terms and conditions of such agreements, including but not limited to, insurance and liability requirements.

D. BOARD's use of the fixtures, buildings or grounds, shall conducted by, through and under the direction and control of the Director and staff of EVENTS.

IV. General Provisions

A. County Employees/Volunteers: Laramie County employees, and/or volunteers including but not limited to, those employees in or volunteers acting under, the Laramie County Events Department, carrying forward the operation and conduct of the Laramie County Fair on behalf of the BOARD, shall remain Laramie County employees or volunteers, subject to the personnel rules and regulations and policies of Laramie County. Laramie County shall remain solely responsible for the payment and management of all Laramie County employees.

B. Entire Agreement: This Agreement (6 pages) and Attachment 'A' (1 page) and represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or

oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Venue: If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. Nothing in this clause shall be interpreted or construed to waive COUNTY or BOARD's assertion of governmental immunity.

G. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

H. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

I. Governmental Immunity: Neither COUNTY nor BOARD waives its governmental immunity provided by any law, including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and COUNTY and BOARD fully retain all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, COUNTY and BOARD do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into this Agreement. BOARD agrees to waive its governmental immunity in regard to any action brought by COUNTY in connection with this agreement.

J. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by

giving written notice to the other party.

K. Indemnification: BOARD agrees to defend and hold harmless COUNTY its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement.

L. Third Party Beneficiary: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring action for breach of this Agreement.

M. Termination: This Agreement may be terminated (a) by COUNTY at any time for failure of BOARD party to comply with the terms and conditions of this agreement; (b) by any party, with thirty (30) days prior written notice to all other parties; or (c) upon mutual written agreement by all parties.


N. Limitation on Payment: Any financial or funding commitment implied or imposed by this Agreement upon COUNTY is conditioned upon the availability of funds which are appropriated or allocated for this commitment. Any and all funds for the carrying forward of this Agreement are allocated within the budgetary process of the County, are not under the direction or control of the Laramie County Fair Board and are subject to the sole discretion of the Laramie County Board of Commissioners. If funds are not allocated and available for the continuance of this agreement or portions thereof, funds may be reduced or re-allocated and/or this Agreement may be terminated by Laramie County at the end of the period for which funds are available or allocated. Laramie County shall notify the Laramie County Fair Board at the earliest possible time in regard to any reduction, shortage or elimination of funds. No penalty shall accrue to Laramie County in the event this provision is exercised, and Laramie County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

O. Compliance with Law: Both parties shall fully adhere to all applicable local, state, and federal laws.


P. Understanding and acceptance: By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof, they have the authority to execute and bind, and have received a signed and dated copy of the agreement.

Q. Successors and assigns The parties agree all covenants, agreements, conditions, and terms contained in this Agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto.

LARAMIE COUNTY FAIR BOARD

By:  _____ Date 4-20-2020
Chairman

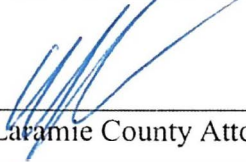
LARAMIE COUNTY, WYOMING

By:  _____ Date 4/20/20
Chairman, Laramie County Commissioners

ATTEST:

By:  _____ Date 4-20-2020
Debra Lee, Laramie County Clerk

APPROVED AS TO FORM ONLY:

 _____ Date 4/15/20
Mark Voss, Laramie County Attorney

200415-3

**AGREEMENT-MEMORANDUM OF UNDERSTANDING REGARDING OPERATION
AND CONDUCT OF THE LARAMIE COUNTY FAIR**

LARAMIE COUNTY FAIR BOARD and LARAMIE COUNTY

PURPOSE: The Wyoming Supreme Court, in a decision issued on 24, 2020 rendered void the decision from November, 2018 by the Laramie County Commissioners dissolving the Laramie County Fair Board. The Court further ruled that, "appointment of a board of trustees is the only way in which the commissioners can conduct a county fair," and, "the Legislature vested the authority to control maintain and manage the fairgrounds and to conduct agricultural, industrial and other fairs and exhibitions in the board of trustees."

Further, the Court held, "Commissioners are not required to appoint a board of trustees just as they are not required to acquire fairgrounds, construct and maintain recreational structures, or raise money or incur indebtedness for the fair," *Bd. of Trustees of Laramie Cty. v. Bd. of Cty. Commissioners of Laramie Cty.*, 2020 WY 41, ¶ 18 (Wyo. Mar. 24, 2020)

The purpose of this agreement and Memorandum of Understanding ('Agreement) is to carry forward the mutual intent of the parties to conduct and maintain the annual Laramie County Fair through the use of Laramie County facilities, grounds and personnel.

The parties, therefore, agree and acknowledge as follows:

1. The County Commissioners, pursuant to W.S. 18-9-101 et seq. have appointed members to the Board of Trustees of the Laramie County Fair.
2. At this time, though the Fair Board of Trustees has appointed, there has been no budgetary appropriation, delegation of tax revenue or other form of funding provided or designated for the operations and conduct of the Laramie County Fair Board.
3. The Laramie County Fair Board, does not and has not, owned, possessed or controlled grounds or facilities for the conduct of the Fair, as the Fair Board has previously and traditionally made use of such grounds and facilities owned by Laramie County pursuant to an agreement with the County.
4. The Laramie County Fair Board, at the present time, has no staff or personnel under its direction and control.
5. The Laramie County Fair Board, shall control, maintain and manage the annual Laramie County Fair, pursuant to, and in accord with the terms of this agreement through the use of Laramie County facilities, personnel and other Laramie County resources, as described herein and in the associated agreement for use of grounds and facilities.
6. The Laramie County Fair Board appoints as its designee, for the operation and conduct of the Laramie County Fair, the Laramie County Events Department Director ('Director') and the staff of this Laramie County agency, including but not limited to, the Laramie County Fair director.
7. The Laramie County Fair Board hereby delegates to the Laramie County Events Department Director and the Department's staff, the authority to maintain and manage any

grounds or facilities provided by agreement with Laramie County for the operation of the Fair.

8. Laramie County Fair Board further delegates to the aforementioned Director, such authority as is required to prepare for and conduct an annual Laramie County Fair.
9. The Laramie County Fair Board shall cooperate with and consult with the Director and staff of the Events Department in regard to the conduct of the annual Laramie County Fair.
10. The Laramie County Fair Board shall review, approve and appoint all Fair ambassadors.
11. Members of the Laramie County Fair Board, as they are available, shall be serve in capacities as needed in preparation for the Fair and during the Fair's operation for purposes as requested by the Director. This includes but is not limited to opening and closing events, awarding of premiums, prizes and ribbons.
12. The Laramie County Fair Board shall, in consultation with the Director and staff, annually approve and issue the "Laramie County Fair Book." which outlines and directs the organizational structure attendant to the operation of the annual fair, chronology of fair events and the rules and regulations attendant to events which fall under the sole purview of the Laramie County Fair.
13. Subject to, or as required by, any rules or regulations, provided in the annual Fair Book, the members of the Laramie County Fair Board as designated therein, may serve as needed to resolve and/or adjudicate disputes or conflicts arising under and in compliance with the rules and regulations in the Fair Book. The Fair Board may designate individuals or entities to perform any or all such resolution or adjudication functions but shall retain the ability to review and issue any final decision as required.
14. In consultation with the Director and staff, and as needed, the Laramie County Fair Board shall participate in and facilitate relationships between the Fair Board and Events Department and entities and institutions closely associated with the Fair, including, but not limited to, the Future Farmers of America, and 4-H. Any agreements required between such entities or institutions in regard to the use and operation of facilities or grounds shall be approved and executed by Laramie County.
15. The maintenance and management of the grounds and facilities owned by Laramie County and used for the conduct of the annual Fair, including but not limited to, costs associated with utilities, shall be provided and directed by Laramie County.
16. Any agreements with third parties for the use of facilities and grounds associated with the Fair, their maintenance and management, shall be executed between Laramie County and said third parties. Laramie County further retains all authority to determine requirements to be imposed for the use of these grounds and facilities, including, but not limited to, methods, manner and time of use and insurance and indemnity requirements to be included in agreements, both during and outside the time of the annual Fair.
17. Staff of the Laramie County Events Department including the Director, and any volunteers employed or accepted by the Department for use in the preparation, conduct and activities associated with the Fair shall be and remain employees or volunteers of Laramie County and subject to all Laramie County personnel rules and regulations and policies.

GENERAL TERMS:

1. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the parties in executing this Agreement. This provision is not intended nor shall it be construed to waive the parties governmental immunity as provided in this Agreement.
2. Governmental/Sovereign Immunity: Laramie County and the Laramie County Fair Board do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. The Laramie County Fair Board waives its Governmental/Sovereign Immunity in regard to any action brought by Laramie County to enforce the terms of this Agreement and any agreement regarding use of Laramie County facilities and grounds.
3. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
4. Limitation on Payment: Any financial or funding commitment implied or imposed by this Agreement is conditioned upon the availability of funds which are appropriated or allocated for this commitment. Any and all funds for the carrying forward of this Agreement are allocated within the budgetary process of the County, are not under the direction or control of the Laramie County Fair Board and are subject to the sole discretion of the Laramie County Board of Commissioners until appropriated to the Fair Board by Laramie County. If funds are not allocated and available for the continuance of this agreement or portions thereof, funds may be reduced or re-allocated and/or this Agreement may be terminated by Laramie County at the end of the period for which funds are available or allocated. Laramie County shall notify the Laramie County Fair Board at the earliest possible time in regard to any reduction, shortage or elimination of funds. No penalty shall accrue to Laramie County in the event this provision is exercised, and Laramie County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.
5. Severability: Should any section or provision of this Agreement be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration shall not affect the

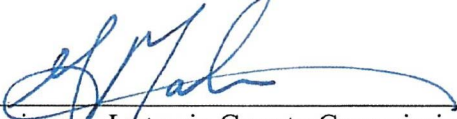
validity or operation of the Agreement as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

6. On remand in *Bd. of Trustees of Laramie Cty. v. Bd. of Cty. Commissioners of Laramie Cty.*, the District Court is charged with determining what tax funds from prior years, if any, are within the control of the Fair Board. The Fair Board and Laramie County acknowledge that amendment of this agreement may be necessary with respect to any final order entered therein.

LARAMIE COUNTY FAIR BOARD

By:  _____ Date 4-20-20
Chairman

LARAMIE COUNTY, WYOMING

By:  _____ Date 4/20/20
Chairman, Laramie County Commissioners

ATTEST:

By:  _____ Date 4-20-2020
Debra Lee, Laramie County Clerk

APPROVED AS TO FORM ONLY:

 _____ Date 4/15/20
Mark Voss, Laramie County Attorney

ACCOUNTING OF LARAMIE COUNTY FAIR FUNDS
 BEGINNING WITH FUND BALANCES TRANSFERRED TO
 LARAMIE COUNTY EVENTS DEPARTMENT

I have been asked to provide an accounting of the funds which were held by the Fair Board at the time those funds were transferred to the Events Department in conjunction with the Board of County Commissioners' resolution consolidating all recreational and event-related activities and operations to the Events Department. This includes the balance in the Fair checking account, any property tax funds that had been assigned to the Fair Board, an estimate of revenues the Fair Board would have collected for services, donations, grants, etc., and an estimate of the expenses for the operation of the Laramie County Fair.

Laramie County maintained the Fair Board checking account for approximately 15 months after the consolidation with the Events Department. The account was closed on March 3, 2020, and the sum of \$588,130.07 was subsequently transferred to the County. Since December 2018, the Laramie County Treasurer's Office has deposited a total of \$527,217.83 in property tax payments originally designated for the Fair Board into the County accounts.

Since the consolidation with the Laramie County Events Department, revenues collected and expenses paid are not separated by individual event. This prevents me from identifying the exact amount of revenue and expenses that would be directly attributable to the Fair. To estimate the revenue and expenses for the Fair, I used a five-year average, fiscal years 2014 through 2018, from the Fair Board's audited financial statements. Estimated annual revenue, other than property tax, is \$337,914. Estimated annual expenses for the Fair are \$785,562. (Figure 1)

It is the estimation of the Laramie County Clerk Finance Department that as of December 2020 the Fair Board would have a balance of \$220,052.30. (Figure 2)

Figure 1

| Average of non-property tax revenue and expenses | | | | | | |
|--|-----------|-----------|-----------|-----------|-----------|----------------|
| | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | 5 Year Average |
| Revenue, Other than property tax | 153,029 | 500,086 | 349,853 | 248,596 | 438,005 | 337,914 |
| Expense | (650,425) | (665,140) | (830,519) | (876,719) | (905,005) | (785,562) |

Figure 2

Estimated funds available to the Fair Board

| | |
|--|-------------------|
| Fair Balance Transferred to County | 588,130.07 |
| Fair Property Tax Distributed to the County | 527,217.83 |
| Estimated Revenues Other than Property Tax (2 Years) | 675,827.60 |
| Estimated Expenses (2 Years) | (1,571,123.20) |
| Estimated Balance December 2020 | <u>220,052.30</u> |

Submitted by: Stanley Walker, Finance Director
Laramie County Clerk

December 16, 2020

Steven P. Freudenthal
 Freudenthal & Bonds, P.C.
 10819 West Polo Place
 PO Box 387
 Cheyenne, WY 82009-0387
 (307) 634-2240
 Attorney for Defendants

STATE OF WYOMING) IN THE DISTRICT COURT
) ss
 COUNTY OF LARAMIE) FIRST JUDICIAL DISTRICT
 CIVIL NO. 190-761

BOARD OF TRUSTEES OF LARAMIE COUNTY,
 d/b/a LARAMIE COUNTY FAIR BOARD OF
 TRUSTEES,

Plaintiff

v.

BOARD OF COUNTY COMMISSIONERS OF
 LARAMIE COUNTY and LARAMIE COUNTY,

Defendants.

FILED

FEB 23 2021

**DIANE SANCHEZ
 CLERK OF THE DISTRICT COURT**

ORDER AND JUDGMENT APPROVING ACCOUNTING FOR
 FAIR BOARD FUNDS AND GRANTING
 COMMISSIONERS' MOTION FOR DISMISSAL AS MOOT

This matter having come before the Court upon the Motion for Dismissal As Moot Accompanied by Accounting for Fair Board Funds of Defendants Laramie County Board of County Commissioners and Laramie County ("Motion for Dismissal"), the Court being fully advised in the premises and there being no opposition to the motion, it is the findings, order and judgment of this Court that:

1. Pursuant to the Wyoming Supreme Court opinion in Laramie County d/b/a Laramie County Fair Board of Trustees v. Board Of County Commissioners of Laramie County and Laramie County (S-19-0192, 2020 WY 41) dated March 24, 2020, the Fair Board was never dissolved.

2. The last two sentences of the Supreme Court's opinion clearly outlines the matter to be addressed on remand- allocation of tax money:

"Thus, the Fair Board was not dissolved, and it has standing to challenge the use of tax money to which it was assertedly entitled. Because the district court found the Fair Board lacked standing, it made no findings on the allocation of tax money. We remand for further proceedings." At ¶ 20.

3. On remand, there are two sources of tax revenue for consideration: (1) the one-percent special purpose tax approved by Laramie County voters in 2017 for construction of a Multi-purpose Events Center at the Archer Complex ("MEC Facility Revenues"); and (2) property tax revenues authorized under a .1% mill levy for fair purposes through June 30, 2019 ("Property Tax").

4. With respect to the MEC Facility Revenues, under W.S. §§ 39-15-204(a)(iii) and 39-15-202(b) only counties, municipalities and resort districts may be sponsoring entities to place proposals such as the Multi-purpose Events Center on the ballot.

and only a county may impose the specific purpose tax. The Fair Board could not be, and was not, the sponsoring entity. The Laramie County Commissioners sponsored the Multi-purpose Events Center onto the ballot. Under W.S. § 39-15-211(b)(ii), those tax collections are to be distributed monthly to the County Treasurer to then be remitted to the sponsoring entity—the Laramie County Board of Commissioners.

5. The Fair Board explicitly recognized its limited role with respect to the MEC Facility Revenues under the Memorandum of Understanding Between Laramie County Fair & Laramie County Wyoming In Regard to the Financing and Construction of the 6th Penny Multi-Purpose Building dated May 18, 2018 (“Financing ESCO”) Exhibit KK to Commissioners’ Appendix of Supporting Materials. “FAIR [Fair Board] agrees that funds collected by the Laramie County Treasurer produced by the 6th Penny ballot resolution for the project shall be retained by the Laramie County Treasurer and shall be under the control and supervision of Laramie County.” Exhibit KK at Article III, A. The Fair Board’s only role was to monitor financial activity in connection with the project through accessing the County’s Muni accounting system. Exhibit KK at Article IV, undesignated paragraph.

5. The MEC Facility Revenues are not subject to allocation on remand.

7. The Laramie County Commissioners, with respect to the Property Tax levied for the benefit of the fair through June 30, 2019, propose to give effect to the Supreme Court decision by the allocation set forth in the ACCOUNTING OF LARAMIE COUNTY FAIR FUNDS BEGINNING WITH FUND BALANCES TRANSFERRED TO LARAMIE COUNTY EVENTS DEPARTMENT submitted under the affidavit of Stanley Walker, Finance Director, Laramie County Clerk, Laramie County, Wyoming ("Accounting of Laramie County Fair Funds") attached to the Motion for Dismissal as Exhibit B.

8. Pursuant to the Accounting of Laramie County Fair Funds, as of December 2020, the sum of \$220,052.30 represents the remaining property tax funds dedicated to operation and maintenance of the fair.

THEREFORE, it is the order and judgment of this Court that:

a. all pending unresolved motions submitted by the Woodhouse Firm are dismissed as moot;

b. the only tax monies to be allocated on remand is the Property Tax as levied through June 30, 2019 under the one-half mill property tax identified to the fair;

c. the Accounting of Laramie County Fair Funds is approved;
end

3. the sum of \$220,052.30 plus any additions through collection of delinquent Property Tax and related interest shall be held by Laramie County as a segregated account and expended solely for operation and maintenance of the fair only upon resolution of the Fair Board.

Dated this 23 day of Feb, 2021.

Thomas T.C. Campbell
District Court Judge

CERTIFICATE OF SERVICE-ORDER

The undersigned hereby certifies that a true and correct copy of the foregoing ORDER AND JUDGMENT APPROVING ACCOUNTING FOR FAIR BOARD FUNDS AND GRANTING COMMISSIONERS' MOTION FOR DISMISSAL AS MOOT was served upon the following in the manner indicated with all costs of delivery prepaid, this 23 day of February, 2021.

Ray Woodhouse
Christopher M. Brannan
Woodhouse Rodon Nethercott, LLC
1912 Capitol Avenue, Suite 500
Cheyenne, WY 82001
Fax: (307) 432-7522
grv@wrnlawfirm.com
Christopher@wrnlawfirm.com

- U.S. Mail, First Class
- FAX
- HAND DELIVERED
- BOX @ DISTRICT COURT
- PDF VIA EMAIL.

STATE OF WYOMING COUNTY OF LARAMIE SS CHRISTOPHER

I, Thomas T.C. Campbell, District Court Judge, do hereby certify that the foregoing copy of the original and true copy of the ORDER AND JUDGMENT APPROVING ACCOUNTING FOR FAIR BOARD FUNDS AND GRANTING COMMISSIONERS' MOTION FOR DISMISSAL AS MOOT was served upon the following in the manner indicated with all costs of delivery prepaid, this 23 day of February, 2021.

Thomas T.C. Campbell
District Court Judge
County of Laramie, Wyoming

Mark T. Voss
Laramie County Attorney's Office
210 West 19th Street, Suite 320
Cheyenne, WY 82001
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Clerk of District Court

RESOLUTION # _____

**RESOLUTION TRANSFERRING FUNDS FOR REIMBURSEMENT OF
LARAMIE COUNTY COSTS ASSOCIATED WITH THE LARAMIE
COUNTY FAIR**

WHEREAS; Pursuant to W.S. 18-9-101(a)(iii), each Board of County Commissioners may appoint a Board of Trustees to control, maintain and manage the fairgrounds, airports, parks and pleasure grounds and to conduct agricultural, industrial and other fairs and exhibitions;

WHEREAS; the Laramie County Fair Board of Trustees, finds and concludes as follows:

On November 20, 2018, by resolution 181120-14, the Laramie County Commissioners directed the dissolution of the County Fair Board. The resolution was subjected to challenge by Declaratory Judgment action filed in the District Court. Upon the District Court's affirmance of the Commissioners actions, the matter was appealed.

Pursuant to the resolution dissolving the Fair Board, the Laramie County Finance Department, in December of 2018, took actions necessary to transition all finances from the current Laramie County Fair operations to operations of the Laramie County Events Department.

In an opinion, issued March 24, 2020, the Wyoming State Supreme Court held the dissolution to be inoperative and remanded the matter to the District Court for further proceedings.

The Supreme Court's decision addressed only the question of the authority of the Board of County Commissioners to dissolve a fair board. A separate matter, having to do with allocation of funds under the control of the Fair Board at the time of its dissolution, was not addressed by the Court. That matter was to be considered by the District Court, First Judicial District, upon remand.

Prior to the action by the Commissioners dissolving and the Order remanding, the Fair Board had been receipt of funds generated through a "mil" levy, to wit: a portion of collected property taxes. Pursuant to and as determined by, the District Court's subsequent Order on remand dismissing and closing all claims, funds

remaining from this mil levy source, were the sole outstanding funds under the control of the Laramie County Fair Board.

During the period of time between the Commissioner's resolution dissolving in November 2018 Supreme Court's remand order, due to resignation and/or existing unfilled positions, the County Fair Board of Trustees had fallen below required quorum strength and had the Board had become inoperative as an agency. In addition, the provision of a mil levy to the Laramie County Fair Board ceased.

During the above noted time period pending the appeal and remand to the District Court, the Laramie County Fair was funded by and carried forward by the Laramie County Events Department.

On February 23, 2021 the District Court, First Judicial District, issued an *"Order and Judgment Approving Accounting for Fair Board Funds and Granting Commissioners Motion for Dismissal as Moot."* The Order dismissed and closed all matters associated with the remand from the State Supreme Court. The Order held, based on accounting, that remaining funds available and attributable to the Fair Board from the property tax mil levy, were \$220,052.30.

The District Court further ordered:

"The sum of \$ 220,000.30 plus any additional through collection of delinquent property tax and relating interest shall be held by Laramie County has a segregated account and expended solely for the operation and maintenance of fair only upon resolution of the fair board.

At the date of this resolution, the majority of any funds attributable to the prior mil levy and directed to the Laramie County Fair Board, have been collected. The mil levy was eliminated subsequent to the resolution dissolving in November of 2018, as a source of funding for the Laramie County Fair Board. Nominal amounts attributable to the levy may continue to be submitted to the Laramie County Treasurer.

On April 7, 2020, the Board of County Commissioners issued a resolution, pursuant to W.S. 18-9-101(a)(iii) and 18-9-102(a) appointing members to the Fair Board of Trustees, thereby reconstituting the Laramie County Fair Board as a viable entity.

On April 20, 2020, The Laramie County Fair Board entered into an agreement with Laramie County for the carrying out of the annual Laramie County Fair. The agreement provided for the Laramie County Fair Board to use facilities belonging to Laramie County at the Archer property for the carrying forward of the annual County Fair. Further, it provided that the conduct and operation of the Fair would be conducted by the Laramie County Events Department. The Agreement stated in pertinent part:

"County shall allow the Board, pursuant to the terms of this agreement to make use of certain buildings, fixtures and grounds at the Archer property for the purposes of carrying out fair board activities through the agency of the Laramie County Events Department."

The agreement further stated,

"County shall bear all costs associated with the maintenance, management upkeep and repair facilities and grounds to be used for carrying out the annual Laramie County Fair, subject to the terms of this agreement."

"Funds, revenues or payments received for activities conducted in or on the facilities and grounds provided for in this agreement in connection or association with the Laramie County Fair, including but not limited to, tenancies, fees for advertising, sponsorships and rental of space for any purpose, shall be the property of the county. Said funds will be received into the county general fund and may, in the sole discretion of county, be allocated or used for expenses related to the upkeep and management of facilities and grounds, costs associated with defense activities in connection with the fair and/or for persons associated with or in connection with, the Laramie County Fair."

The County Fair has been carried forward and conducted by and through, the Laramie County Events Department using Laramie County resources, personnel, grounds and equipment. All costs associated with the conduct of the fair have been provided by and through Laramie County.

Costs associated with the County Events Department's operation, in regard to the annual Laramie County Fair between March of 2021, and February of 2022 are \$237,334.23.

Based on the foregoing;

THEREFORE BE IT RESOLVED by the governing body of the Laramie County Fair, pursuant to its authority under W.S. 18-9-101 (a)(iv) and as required by the Order of the First Judicial District, dated February 23, 2021:

The sum of \$220,052.30 under the control of the Fair Board, shall be transferred to the general fund of Laramie County as directed by the County Finance Department, for reimbursement of costs associated with the County's operation and carrying forward of the conduct of Laramie County Fair.

IT IS FURTHER RESOLVED that any additional funds remaining to be collected attributable to the pre-existing mil levy for the Fair, shall also be transferred at the direction of the Laramie County Finance Department to Laramie County for purposes of its Events Department in the operation of the Laramie County Fair.

PRESENTED, READ AND ADOPTED this 7th day of March, 2022.

LARAMIE COUNTY FAIR BOARD

K. M. Brock Adams
Chairman, Laramie County Fair Board

ATTEST:

Linda M Heath
Secretary, Laramie County Fair Board

Fair Board Minutes of the Proceedings

- Final

Historic Courthouse
310 W 19th Street
Cheyenne, WY 82001



Monday, March 7, 2022

6:00 PM

Commissioners Board Room

Call To Order

Roll Call

Present K. N. Buck Holmes, Gunnar Malm, Linda Heath,
Troy Thompson

Approval of Minutes

1. Approval of February 7th, 2022 Meeting Minutes **22 - 110**

Attachments: MinutesoftheProceedings 2-7-22 Final

This Minutes was approved.

Reports

2. 4-H Educator **22 - 111**

Kristy Nagy -

Shout out to the Event Center Staff who assisted with the animals that were brought in BY 4-H members for the Farm and Ranch show. They were very popular at the show.

The Road to Success Clinic, Feb. 12th, was well attended.

4-H will be awarding Buckles for select 4-H Static Exhibits this year.

3. FFA Advisors **22 - 112**

No Report.

4. Staff **22 - 113**

Nicholle Watkins, Fair Manager.

Five Fair Ambassadors have been selected for 2022 following interviews in February. Nicholle hopes to introduce them at the April meeting.

Food vendor applications are still being accepted for this years' fair.

Entertainment contracts are in the process of being approved.

New Business

5. Consideration of a resolution to distribute funds. **22 - 154**

Attachments: Resolution to Distribute Funds

1. Resolution to Transfer Funds, addressed earlier in the morning
2. Approval of the 2022 Fair Book

A draft copy of the Fair Book was presented by the Fair Manager, Nicholle Watkins. The draft and schedule were presented for approval by the board. The Fair book will go live April 1, 2022, on the Fair web page. Laramiecountyfair.com

Outreach to Cheyenne and the Eastern Laramie County Communities is being planned to assist residents with entering items into the Open Class Static Exhibits. Entry Deadline will be July 15, two weeks later than previous years.

Motion to approve by Gunnar Malm, Seconded by Troy Thompson. Motion Passed.

Adjournment

The meeting adjourned at 6:45 PM.

Next Meeting; Monday April 4, 2022 in the Commissioner's Board Room at 6:00 PM.

CERTIFICATION

True and correct copy of the Minutes of the Proceedings for Monday, March 7th 2022.

Approved by: K.N. Buck Holmes, Chairman