

**MEMORANDUM OF UNDERSTANDING concerning
ROAD CONSTRUCTION AND COST SHARING AGREEMENT
between
LARAMIE COUNTY, WYOMING and TGE WYOMING 222, LLC**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (County) and TGE Wyoming 222, LLC., a Delaware LLC (“TGE”) (each of the foregoing, a “Party” and collectively the “Parties”). This Agreement is made with reference to the following recitals:

RECITALS

A. TGE is planning the development of the “Cowboy Solar I”, the first phase of the “Cowboy Solar Project” (Laramie County Project # PZ-24-00015) (the “Solar Project”) on the real property located in Laramie County, Wyoming described on **Exhibit A** attached hereto (the “Property”).

B. A decision approving the underlying permit for TGE was reached, with conditions on August 6, 2024 by the Laramie County Board of County Commissioners (“BOCC”) a copy of said decision (“BOCC Decision”) and conditional resolutions are attached and incorporated herein as, **Exhibit B**.

C. This Agreement, subject to the BOCC Decision, is a condition of approval for the Solar Project, which must be executed prior to the commencement of construction, and shall precede the groundbreaking, of the Solar Project. This Agreement is a Road Construction and Cost Sharing Agreement between the Parties for the reconstruction of County Road 203, also known as Chalk Bluff Road (the “Road Project”), which portion of road is identified in **Exhibit C** attached hereto and incorporated herein (the “Road”).

D. As part of this Agreement, TGE will provide Design plans (“Design Plans”) for the Road Project which are underway and at cost to TGE (“Design Costs”). The Design Plans shall be approved through the Laramie County Public Works Department prior to being utilized as laid out in this agreement. The Design Plans shall also include the project specifications to be used in the bidding and construction process. Design Costs as used in this Agreement refer to those costs TGE has already incurred and continues to incur with the Design Firm selected to produce Design Plans suitable for the Road Project.

E. As an asset owned by the publicly traded parent company of TGE, in order to proceed with the Solar Project, TGE must receive a “Final Investment Decision”, supported by executed offtake contracts, an executed interconnection agreement, and other matters related to power production and distribution. TGE must also disclose its Final Investment Decision publicly. Final Investment Decision, for the purposes of this Agreement, is dependent and includes finality on approval from the County on the Design Plans.

F. The Exhibits that are attached and incorporated herein are as follows:

EXHIBIT A	Description of Cowboy Solar Property
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EXHIBIT B BOCC Minutes, and Resolution of August 6, 2024

EXHIBIT C Description of Road

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

I. PURPOSE

The purpose of this Agreement is to comply with the BOCC Decision and establish the rights and responsibilities of the Parties concerning the Road Project.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until completely performed.

III. RESPONSIBILITIES OF TGE

A. TGE shall provide an amount of funds for the Road Project equal to twelve million dollars (\$12,000,000.00) (“TGE Contribution”) The TGE Contribution shall consist of (i) the Design Costs and (ii) a lump sum payment toward completion of the Road Project (the “TGE Lump Sum”). The TGE Lump Sum is equal to \$12,000,000 minus the Design Costs, which are, as of the date of this MOU, \$1,021,870.08 (“Design Cost Estimate”). The Parties agree the final Design Costs for the purpose of calculating the TGE Lump Sum shall not exceed 10% of the Design Cost Estimate.

B. TGE has engaged a design firm (the “Design Firm”) to produce the Design Plans. TGE, and the Design Firm, shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works policies and rules for the Design Plans to enable the County to execute the Road Project.

C. TGE shall have no obligation to provide the TGE Lump Sum unless and until TGE provides notice to the County that TGE has made a Final Investment Decision, TGE has announced the Final Investment Decision publicly, and the Design Plans are approved by County. Such notice, (“Final Investment Decision Notice”) shall comply with the notice requirements of this Agreement, and TGE shall deliver such notice within seven (7) calendar days of publicly announcing a Final Investment Decision. If internal approvals allow, TGE may elect to provide the TGE Lump Sum before public announcement of the Final Investment Decision. TGE will notify the County consistent with the requirements of this Agreement if it elects to provide the TGE Lump Sum before public announcement of the Final Investment

Decision. Should TGE make this election, all obligations for TGE and the County set out below shall begin after approval of the Design Plans if that has not already occurred.

D. TGE shall be solely responsible for Design Costs.

E. TGE shall deposit the TGE Lump Sum with the Laramie County Treasurer (“Treasurer”) for placement by Laramie County into the Road Account within thirty (30) days of TGE’s delivery of the Final Investment Decision Notice.

F. No construction related to the Road Project can commence until the TGE Lump Sum is deposited into the Road Account. Construction for the Solar Project can commence prior to the TGE Lump Sum being deposited into the Road Account, as limited by section G.

G. Limited construction on the Solar Project may happen (and eventually in concert with the construction of the Road Project) and the parties have agreed to separate certain construction and delivery activities before, and after substantial completion of the Road Project. Before substantial completion of the Road Project, TGE may not deliver major electrical equipment, substations, batteries, inverters, and modules to the project site. Any work on the Solar Project prior to substantial completion of the Road Project shall require permits through the Laramie County Planning and/or Laramie County Public Works Departments permit processes. TGE, however, can deliver to the Solar Project and commence construction of any items not listed herein. Should any construction activities on the Solar Project interfere with construction activities on the Road Project, the parties will coordinate to reduce interference. The estimate of piling delivery, based on the available data presented to TGE, is an average of 10-14 trucks per week over a 6-7 month period. The Parties agree TGE will utilize Campstool Road for deliveries of pilings before substantial completion of the Road Project.

H. The parties acknowledge that TGE must achieve a Placed In Service Date for the Project, which is the date by which the Project must be operational and ready to deliver electricity to an offtaker. If substantial completion of the Road Project is not expected to occur before (fourteen) 14 months of the Placed In Service Date, an interim delivery schedule will be developed in consultation between the Parties to allow for completion of the Road Project and construction of the Project to minimize delays to either project. TGE shall notify the County per the Notice requirements below of the Placed In Service Date within 30 days of the Placed In Service Date becoming known.

I. In the event the cost of the Road Project is less than the combined County Contribution and TGE Contribution and results in an overage of funds in the Road Account (“Overage”), the County shall reimburse TGE 82.76% of said Overage.

J. In the event the cost of the Road Project is greater than the combined County Contribution and TGE Lump Sum Contribution and results in a shortage of funds in the Road Account (“Shortage”), County shall first petition the Industrial Siting Council (ISC) for additional funds. TGE agrees to be a party or intervenor in that petition to support the County’s request. In the event the County is unsuccessful in obtaining funds from the ISC for the shortage, and unless agreed to otherwise, the parties agree that any such shortage shall be split equally

between TGE and the County with TGE's additional contribution above the amount awarded by the ISC, if any, to the shortage capped at \$1,500,000.

IV. RESPONSIBILITIES OF COUNTY

A. The Laramie County Finance Department ("Finance") shall establish a separately identifiable account within 30 days of executing this Agreement. This account shall be known as the Road Account

B. Finance shall maintain funds received from TGE to the Road Account for the purpose of paying invoices and billing for the Road Project. Expenditures shall be tracked and available for review by TGE regarding expenses paid from the Road Account. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project. Upon completion of the Road Project, TGE will have the right to conduct a full accounting of the use of the TGE Lump Sum.

C. In furtherance of the public welfare associated with the reconstruction and modification of roads in the County, the County, or designee, will manage all construction processes associated with the Road Project. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated construction agreements, bonds, manage and/or administer necessary inspections, appropriation and payment of funds to the consultant and/or contractor(s), final acceptance of the work performed, and all other matters necessary for the acceptance and implementation of the design and completion of construction of the Road Project as contemplated herein. Prior to an award, TGE shall have the right to review the bids received pursuant to the RFB and receive an explanation of the recommendation for award.

D. The County shall select and supervise appropriate contractors for all work related to the Road Project. The approved Design Plans shall provide the scope for the County to issue RFBs for the Road Project. The engagement and supervision of the contractor(s) for the Road Project shall be the sole responsibility of the County.

E. County shall provide an amount of funds for the Road Project equal to two million five hundred thousand (\$2,500,000.00) ("County Contribution"). The County shall deposit the County Contribution with the County Treasurer into the Road Account within thirty (30) days of when the TGE Lump Sum is deposited into the Road Account.

F. The County will have no financial obligation until the TGE Lump Sum is deposited into the Road Account.

G. The County shall be responsible for all maintenance and costs associated with maintenance of the Road.

V. GENERAL PROVISIONS

A. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any Public Work

project or improvement, by signature below TGE acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

B. Acceptance Not Waiver: Either party's failure to enforce any of the rights, obligations, or terms of this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Entire Agreement: This Agreement and its Exhibits represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. 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.

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

F. Invalidity: 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.

G. 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 TGE and to County in executing this Agreement. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

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

I. 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.

J. 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.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this Agreement.

L. Indemnification: Each Party (the “Indemnifying Party”) agrees to protect, defend, indemnify, release and hold harmless the other Party and the other Party’s officers, directors, shareholders, members, managers, employees, contractors, representatives, mortgagees and agents (collectively, the “Indemnified Party”) from and against any and all losses, damages, claims, disputes, suits, complaints, damages, demands, costs, obligations, penalties, causes of action, expenses and liabilities, of whatsoever nature (including, without limitation attorney’s fees)(collectively “Claims”), including without limitation physical damage to property and for physical injury to any person (including death), resulting from or in any way connected with the Indemnifying Party’s performance or purported performance of this Agreement, including without limitation to the extent resulting from or arising out of (i) any operations, activities, actions, inactions, or omissions of the Indemnifying Party on the Road; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. This indemnification will not apply to Claims to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the surrender, expiration or earlier termination of this Agreement.

M. 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.

N. Conflict of Interest: County and TGE affirm, to their knowledge, no TGE employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of TGE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. 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, Federal Express, and/or UPS, 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. Notices shall be delivered to each party at the following address:

Laramie County Public Works
ATTN: Molly Bennett
13797 Prairie Center Circle
Cheyenne, WY 82009

TGE Wyoming 222, LLC
ATTN: Christian Dick
15725 Dallas Parkway, Ste 550, Addison, TX 75001

With a copy to:

Enbridge Legal Department
Energy Center Five, 915 N. Eldridge Parkway, Suite 1100, Houston, Texas 77079
legalnotices@enbridge.com

Q. Compliance with Laws: TGE and the County shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

R. Remedies. All remedies at law and equity shall be available to the parties, including specific performance.

[signatures on following page]

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concerning
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LARAMIE COUNTY, WYOMING and TGE WYOMING 222, LLC

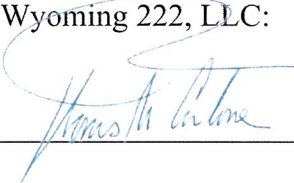
Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date Jan 21, 2025
Board of County Commissioners


ATTEST _____

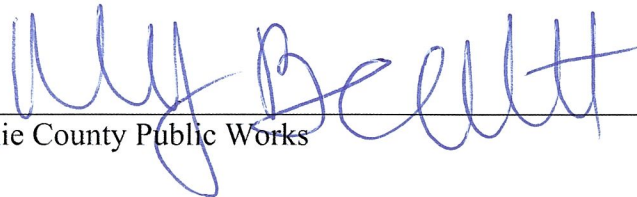
TGE Wyoming 222, LLC:

By:  Date January 8, 2025

This Agreement is effective the date of the last signature affixed to this page.

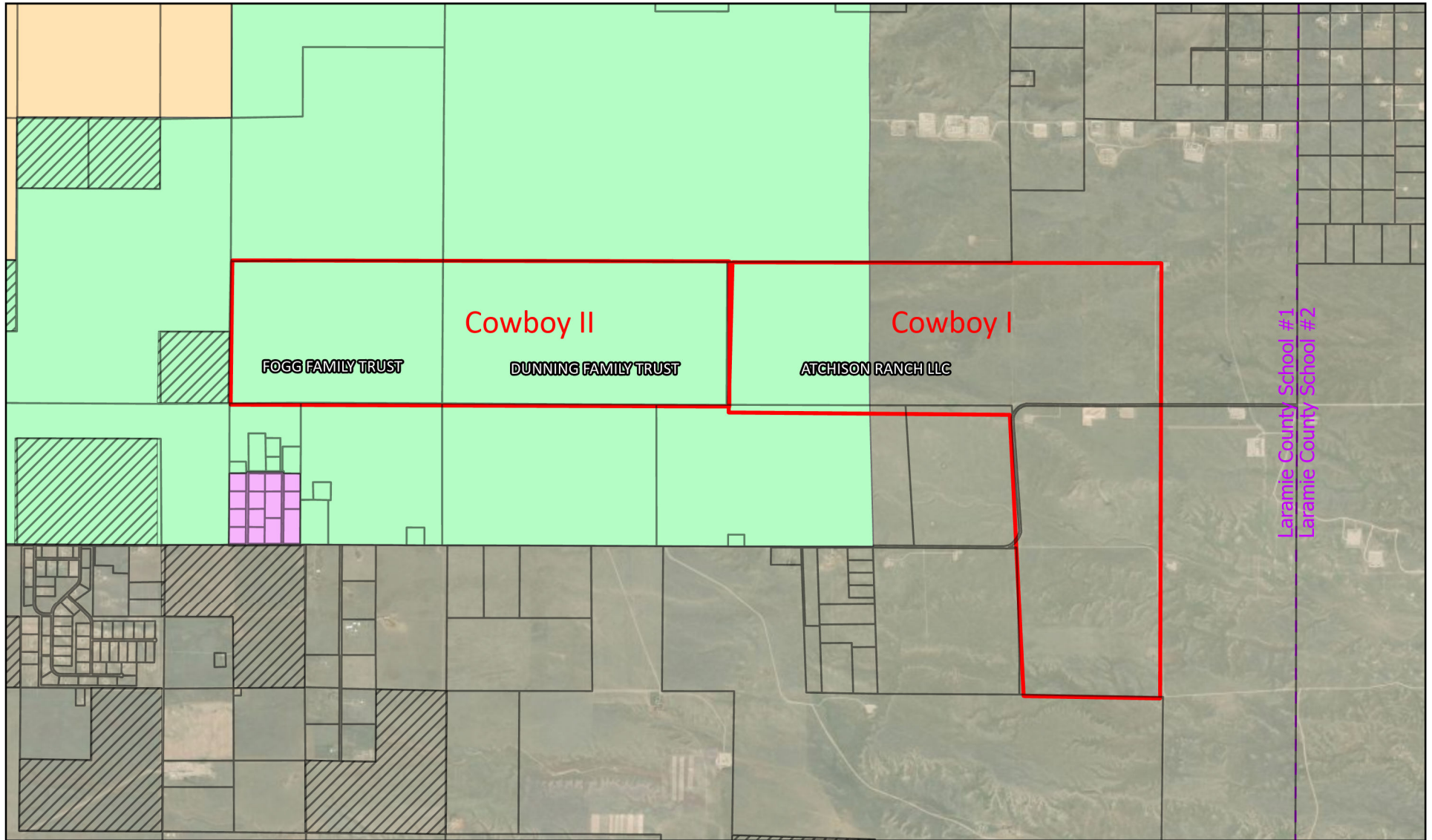
REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 1/14/25
Laramie County Attorney's Office

By:  Date 1/14/25
Laramie County Public Works

33757348_v2

EXHIBIT A



Cowboy Solar Project
Laramie County, Wyoming



Kimley»Horn
Expect More. Experience Better.

Legend

- | | |
|--------------------------|------------------------------------|
| Project Area | Zoning |
| School District Boundary | AGRICULTURAL |
| Private Land | AGRICULTURAL AND RURAL RESIDENTIAL |
| State Land | PLANNED UNIT DEVELOPMENT |

EXHIBIT B

Board of County Commissioners Minutes of the Proceedings - Final

Historic Courthouse
310 W 19th Street
Cheyenne, WY 82001



Tuesday, August 6, 2024

3:30 PM

Commissioners Board Room

Roll Call/Call to Order

Present: Chairman Brian Lovett, Vice Chairman Gunnar Malm, Commissioner Linda Heath, Commissioner K. N. Buck Holmes, Commissioner Troy Thompson

Minutes

1. Consideration of the Minutes of Proceedings for July 16, 2024.

[24 - 410](#)

Attachments: [Draft Minutes July 16, 2024](#)

A motion was made by Commissioner Holmes, seconded by Commissioner Thompson, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Consent Agenda

Approval of the Consent Agenda

A motion was made by Commissioner Thompson, seconded by Vice Chairman Malm, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

2. Consideration of a contract between Laramie County, WY, and Specialty Counseling and Consulting LLC, in an amount not to exceed \$162,148 to provide substance abuse and mental health treatment services, drug testing and other treatment-related services to Drug Court participants.

[24 - 393](#)

Attachments: [FY25 Contract, Specialty Counseling and Consulting, LLC, Drug Court](#)

This agenda item was approved.

3. Consideration of an agreement between Laramie County, WY, and Specialty Counseling and Consulting, LLC, in an amount not to exceed \$146,034.30 to provide substance abuse and mental health treatment services, drug testing, and other treatment-related services

[24 - 394](#)

to DUI Court participants.

Attachments: [FY25 Agreement Specialty Counseling and Consulting, LLC, DUI Court](#)

This agenda item was approved.

4. Consideration of an agreement between Laramie County, WY, and Drug Testing Center of Cheyenne in an amount not to exceed \$10,000 to provide drug and alcohol testing and other supporting services to DUI Court participants. [24 - 395](#)

Attachments: [FY25 Agreement, Drug Testing Center, DUI Court](#)

This agenda item was approved.

5. Consideration of an agreement between Laramie County, WY, and Drug Testing Center of Cheyenne in an amount not to exceed \$11,000 to provide drug and alcohol testing and other supporting services to Drug Court participants. [24 - 396](#)

Attachments: [FY25 Agreement, Drug Testing Center, Drug Court](#)

This agenda item was approved.

6. Consideration of a contract between Laramie County, WY, and Foundations, LLC, in the amount of \$10,000 to provide substance abuse and mental health treatment services to Drug Court participants. [24 - 397](#)

Attachments: [FY25 Contract, Foundations, LLC, Drug Court](#)

This agenda item was approved.

7. Consideration of a grant agreement between Laramie County, WY, and Cheyenne Regional Medical Center in the amount of \$10,000 to provide funds for the Coroner's office for suicide prevention efforts to run through June 15, 2026. [24 - 383](#)

Attachments: [FY25 and FY26, Prevention Grant Agreement, CRMC](#)

This agenda item was approved.

8. Consideration of the ratification of a resolution authorizing submission of a grant application to the WY Office of Homeland Security, FFY23 State of Homeland Security Grant Program, for election security in the amount of \$35,410. [24 - 398](#)

Attachments: [FFY23 SHSP Grant Application, Election Security](#)

This agenda item was approved.

-
9. Consideration of a subgrantee agreement between Laramie County, WY, and Cheyenne Regional Medical Center for a WY Dept of Health, Public Health Division, Community Prevention grant in an amount not to exceed \$915,892 to run through June 30, 2026. [24 - 409](#)
- Attachments:** [Subgrantee Agreement, CRMC, Prevention](#)
- This agenda item was approved.
10. Consideration of two FY25 annual compensation agreements between Laramie County, WY, and the University of Wyoming. [24 - 387](#)
- Attachments:** [FY25 Annual Compensation Agreements, UW Extension](#)
- This agenda item was approved.
11. Consideration of the deletion from the Sheriff's fixed asset inventory of a 2002 Ford van to be sold at public auction. [24 - 404](#)
- Attachments:** [Asset Deletion, Sheriff, 2002 Ford](#)
- This agenda item was approved.
12. Consideration of a license agreement between Laramie County, WY, and Randall Reilly, LLC, dba Fusable. [24 - 382](#)
- Attachments:** [Agreement, Randall Reilly, LLC, API License](#)
- This agenda item was approved.
13. Consideration of the ratification of six one-day catering permits submitted by The Knotty Pine Saloon for events on Aug 3, 5, 6, 8 through 10, 2024, at the Archer Complex. [24 - 412](#)
- Attachments:** [24-hour Permit, The Knotty Pine Saloon, August 3, 5, 6, 8-10, 2024](#)
- This agenda item was approved.
14. Consideration of the ratification of a catering permit submitted by DeLancey Enterprises, LLC, dba Hell on Wheels Package Liquors, for an event on Aug 4, 2024, at the Archer Complex. [24 - 388](#)
- Attachments:** [24-hour Permit, Hell on Wheels Package Liquor, Aug 4, 2024](#)
- This agenda item was approved.
15. Consideration of a catering permit submitted by DeLancey Enterprises, LLC, dba Hell on Wheels Package Liquors, for an event on Aug 24, 2024, at the Riata Ranch Event Center, 826 Arena Lane. [24 - 389](#)
-

Attachments: [24-hour Permit, Hell on Wheels Package Liquor, Aug 24, 2024](#)

This agenda item was approved.

16. Consideration of a manufacturer's off-premise permit submitted by WMC/PBD LLC, dba Pine Bluffs Distilling, for an event on Aug 11, 2024, at the High Plains Arboretum. [24 - 402](#)

Attachments: [24-hour Permit, Pine Bluffs Distilling, Aug 11, 2024](#)

This agenda item was approved.

17. Consideration of the following fees collected by various county entities for June 2024: County Clerk, \$108,443.74; Sheriff, \$222,878.56; Clerk of District Court, \$20,032.50; Shooting Sports, \$15,047.21; Planning & Development; \$110,713.70; Circuit Court, \$62,373.54; DUI Court, \$545.00; Drug Court \$770.00. [24 - 381](#)

Attachments: [June Fees 2024](#)

This agenda item was approved.

18. Consideration of the following part-time salaries in the amount of \$70,668.01 for July 2024: Planning, \$1,144.23; Shooting Sports, \$9,364.16; Building/Maintenance, \$24,881.03; Sheriff Operations, \$7,201.06; Detention, \$21,506.35; Drug/DUI Courts, \$2,863.83; District Court, \$3,707.35. [24 - 390](#)

Attachments: [July Part-time Salaries 2024](#)

This agenda item was approved.

Warrants

19. Consideration of warrants in the amount of \$11,812,063.05 for July 2024. [24 - 403](#)

Attachments: [July Warrants 2024](#)

A motion was made by Commissioner Thompson, seconded by Vice Chairman Malm, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Grants

20. Consideration of a FY25 contract between WY Office of the Attorney General, Division of Victim Services, and Laramie County, WY, for the Sheriff's office Victim Services Program in the amount of \$138,923 to run through June 30, 2025. [24 - 384](#)

Attachments: [Contract, FY25 Victim Witness](#)

A motion was made by Commissioner Thompson, seconded by Commissioner Heath, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Items #21 and #22 were consolidated into one motion.

21. Consideration of a contract between WY Judicial Branch and Laramie County, WY, in an amount not to exceed \$497,533 to fund the DUI Court program. [24 - 399](#)

Attachments: [FY25 and FY26 Contract, WY Judicial Branch, DUI Court](#)

A motion was made by Commissioner Holmes, seconded by Commissioner Thompson, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

22. Consideration of a contract between WY Judicial Branch and Laramie County, WY, in the amount of \$343,858.44 to fund the Drug Court program. [24 - 400](#)

Attachments: [FY25 and FY26, WY Judicial Branch, Drug Court](#)

A motion was made by Commissioner Holmes, seconded by Commissioner Thompson, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

23. Consideration of an agreement between Laramie County, WY, and PreCise MRM a wholly owned subsidiary of Force America in an amount not to exceed \$145,020 to provide a vehicle GPS tracking system along with installation and service to run through Aug 31, 2027. [24 - 401](#)

Attachments: [Agreement, PreCise MRM](#)

A motion was made by Vice Chairman Malm, seconded by Commissioner

Heath, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Contract/Agreement/Leases

- 24.** Consideration of a memorandum of understanding between Laramie County, WY, and WY Dept of Health setting forth the terms and conditions by which the Sheriff's office shall utilize jail-based psychiatric services paid for by the WY Dept of Health. [24 - 407](#)

Attachments: [MOU, WY Dept of Health](#)

A motion was made by Commissioner Heath, seconded by Vice Chairman Malm, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 25.** Consideration of a memorandum of understanding between Laramie County, WY, and FE Warren Air Force Base (FEW AFB) to outline cooperation between the 90th Security Forces Squadron, FEW AFB and Sheriff's office. [24 - 408](#)

Attachments: [MOU, FEW AFB](#)

A motion was made by Commissioner Holmes, seconded by Commissioner Thompson, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 26.** Consideration of an addendum between Laramie County, WY, and Ameri-Tech HVAC Services, Inc, in the amounts \$95,800 and \$26,640 to provide HVAC services for the Sheriff's office and Juvenile Services Center. [24 - 385](#)

Attachments: [Agreement, Ameri-Tech HVAC Services, Inc](#)

A motion was made by Commissioner Thompson, seconded by Vice Chairman Malm, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 27.** Consideration of an addendum between Laramie County, WY, and Buddi US, LLC, to provide ankle monitoring equipment and services to the Sheriff's office. [24 - 406](#)

Attachments: [Addendum, BUDDI US, LLC](#)

A motion was made by Commissioner Thompson, seconded by Vice Chairman Malm, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 28.** Consideration of an addendum and acceptance of sales quotation between Laramie County, WY, and Tyler Technologies, Inc, in a one-time amount of \$10,340 and annual recurring fees in the amount of \$1,740 to create and/or modify terms associated with the IDM Document Alert for iDoc Market as indicated in attachment A. [24 - 411](#)

Attachments: [Addendum, Tyler Technologies, Inc](#)

Laura Pate, County Clerk's office, explained the notification service would allow residents to sign up to be notified if a document was recorded under their name.

A motion was made by Vice Chairman Malm, seconded by Commissioner Thompson, that this agenda item be approved. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Appointments

- 29.** Consideration of a resolution appointing a member to the Eastern Laramie County Solid Waste Disposal District for a three-year term, expiring Aug 31, 2027. [24 - 386](#)

Attachments: [Eastern Laramie Co Solid Waste Disposal Dist Appointment](#)

A motion was made by Vice Chairman Malm, seconded by Commissioner Holmes, to reappoint Elaine Hart. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 30.** Consideration of a resolution appointing a member to the Laramie County Adult Community Corrections Board to complete a four-year term left vacant by Shaina Smith, expiring Dec 31, 2026. [24 - 392](#)

Attachments: [Adult Community Corrections Board](#)

A motion was made by Vice Chairman Malm, seconded by Commissioner Holmes, to appoint Patricia Mahelona. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

Public Hearings/Rules & Reg's

- 31.** PUBLIC HEARING for the formation of the proposed Woods Landing Estates Road Maintenance Improvement and Service District. [24 - 296](#)

Attachments: [Notice of Public Hearing, Proposed Woods Landing Estates Road Maintenance Improvement and Service District](#)

Valerie Roybal, County Clerk's office, explained the process for establishing a special district.

Chairman Lovett opened the hearing for PUBLIC COMMENT. Mick Finn, resident, asked the commissioners to pass this item. Hearing no further PUBLIC COMMENT, Chairman Lovett closed the hearing.

The notice was received and filed.

Land Use:Variances/Board App./Plats

- 32.** Consideration of a resolution granting an exception for development of small wastewater systems pursuant to the "201 Agreement" for a portion of Sunnyside Addition, 4th Filing, Tracts 137-140, Laramie County, WY, also known as 4614 E Pershing Blvd. [24 - 376](#)

Attachments: [Resolution Granting 201 Exception, O'Connor](#)

Justin Arnold, Planning, said James and Lydia O'Connor are requesting an exception to the 201 Agreement between the city of Cheyenne and Laramie County. He said approval by the county's governing body is required for the exception to proceed.

Mr. Arnold said based on evidence provided, staff recommends approval with the adoption of findings of fact a with no conditions.

A motion was made by Commissioner Holmes, seconded by Commissioner Heath, to approve the 201 Exception for Laramie County, WY. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 33.** PUBLIC HEARING regarding a subdivision permit and plat for Lot 1, Block 1, Hope Subdivision, and Lot 1, Block 1, Hope Subdivision, 5th Filing, situated in the SE1/4, Sect 17, T13N, R66W of the 6th PM, Laramie County, WY, to be platted and known as "Hope Subdivision, 8th Filing". [24 - 391](#)

Attachments: [Hope Subdivision, 8th Filing](#)

Justin Arnold, Planning, said Steil Surveying Services, LLC, on behalf of John Larimore and Salomon Castillo, submitted a subdivision permit and plat application for Hope Subdivision, 8th Filing, located at 3030 and 3050 S Ave B6. He said the

application was submitted to replat the existing tracts into two new reconfigured tracts. Arnold said there is no change to the existing residential use.

Arnold said based on evidence provided, staff recommends approval of the subdivision permit and plat with the adoption of findings of fact a and b with no conditions.

Chairman Lovett opened the hearing for PUBLIC COMMENT. Hearing no PUBLIC COMMENT, Chairman Lovett closed the hearing.

A motion was made by Commissioner Heath, seconded by Commissioner Thompson, to approve the subdivision permit and plat for Hope Subdivision, 8th Filing, and adopt the findings of fact a and b of the staff report with no conditions. The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

- 34.** PUBLIC HEARING regarding a solar energy site plan and solar energy permit for the Cowboy Solar I & II Project, situated in Sects 30, 29, 28, 27, 26, and 35 of T13N, R65W, as well as Sects 26 and 25, T13N, R66W, and Sect 2 of T12N, R65W of the 6th PM, Laramie County, WY.

[24 - 405](#)

Attachments: [Cowboy Solar I & II Project Solar Energy Site Plan and Permit](#)
[Cowboy Solar I & II Project Solar Energy Site Plan and Permit, without maps](#)

Bryce Hamilton, Planning, said the board previously tabled the April 2 hearing until 1) Agency review was completed to the satisfaction of Planning and Development, and 2) The Planning Commission had ample time to review project materials and make recommendations to the board.

Hamilton said the conditions were met as of July 25. He said the Planning Commission recommended approval of the project with the conditions outlined in the report. He said the report contains three projects: approval for using the land in question as a large-scale solar energy facility, a solar energy site plan, and a solar energy permit. Hamilton said the project would be generally located one mile north across the stretch of Chalk Bluff Rd immediately east of S Greeley Hwy, also known as County Rd 203.

Hamilton said staff noted that proposed condition 1 concerning the road agreement is still being negotiated between staff and the applicant. He stated it will be up to the board to decide whether to approve the project with the proposed condition or wait until a draft agreement is finalized.

Hamilton said based on evidence provided, staff recommends approval with the

adoption of findings of fact a, b, c and d with five conditions: 1) Applicant and Laramie County shall execute an agreement regarding reconstruction of Chalk Bluff Rd, the execution of which shall precede any groundbreaking on the project; 2) Applicant shall revise the site plan to include locations of onsite cisterns or fire apparatus facilities as LCFD#1 deems appropriate; 3) Applicant shall revise the site plan to include a secondary legal emergency access; 4) A final drainage analysis shall be provided to Planning; and 5) Evidence of a liability policy with an effective date 24 months prior to the date of "turn-on" of the project shall be provided to Planning.

Christian Dick, director of project development at Enbridge, Inc, shared an overview of the project and what Enbridge will be doing for the community. He said Enbridge has met all criteria and is requesting board approval.

Commissioner Lovett opened the hearing for PUBLIC COMMENT. James Coynem, Terracon consultants hired by Enbridge, said they had done over a million dollars of work and couldn't have done it without Enbridge. Residents Karen Denning, Curt and Patty Epler, and Michael DeMartin spoke in favor of the project. Dale Steenbergen, President and CEO Greater Cheyenne Chamber of Commerce, asked commissioners to go forward with this project to continue to provide jobs for kids, grow our economic base, modernize our community, and drive it into the future. Ed Prosser, resident, expressed concerns about the project--the battery storage system and flammability of batteries, and the absence of turning lanes at intersections in the south and north to access Chalk Bluffs. Aaron Nab, resident, spoke against the project and concerns about lack of commitment of Enbridge to remain in the area for the long term and safety issues. Hearing no further PUBLIC COMMENT, Chairman Lovett closed the hearing.

A motion was made by Vice Chairman Malm, seconded by Commissioner Thompson, to approve the Cowboy Solar I and II project with five conditions and adopt the findings of fact a, b, c and d of the staff report.

Commissioner Thompson clarified that Planning is directed not to issue a Certificate of Review until the five conditions are met.

Commissioner Malm discussed the option of leasing the land so it is not permanently taken out of production, which would allow future generations to use it as grasslands when time allows.

Commissioner Malm noted for the record that the governing body has never held the company or process hostage. The board has done its due diligence and followed the process outlined in the county's regulations and state statutes.

Commissioner Thompson asked Dick if the battery issue was discussed during the Industrial Siting application process. Dick confirmed that two of their engineers testified and were available for comments, questions and concerns. Dick noted that

the project could be built without the battery if commercial and industrial users do not want the battery. Dick spoke about the discussion Enbridge had with Fire District #1.

Chairman Lovett spoke about the Industrial Siting application process and how it requires a plan for the reclamation of the land when the project reaches the end of its life. He noted that Wyoming is one of a few states that have that process, which includes a full reclamation bond with a review every five years to ensure the dollar amount stays current for the reclamation of the property.

The motion carried by the following vote:

Aye: Lovett, Malm, Heath, Holmes, Thompson

The meeting adjourned at 5:19 pm.

CERTIFICATION

I, Debra K. Lee, Clerk of Laramie County, do hereby certify the above to be a true and correct copy of the Minutes of the Proceedings for Tuesday, Aug 6, 2024.

Approved by : Debra K. Lee, County Clerk

Reviewed by : Gunnar Malm, Acting Chairman,
Board of County Commissioners

Reasonable Accommodations

This information is available in alternate forms. If reasonable accommodations are required, contact Laramie County Human Resources at (307) 633-4355 or humanresources@laramiecountywy.gov at least two business days prior to the meeting. Per WS §18-3-516(f), access to county information can be obtained at laramiecountywy.gov.

RESOLUTION # 240806-34

A RESOLUTION FOR BOARD APPROVAL AND APPROVAL OF A SOLAR ENERGY SITE PLAN AND SOLAR ENERGY PERMIT FOR THE COWBOY SOLAR I & II PROJECTS, LOCATED GENERALLY IN SECTIONS 26, 27, 28, 29, 30, AND 35 OF T13NR65W, AS WELL AS SECTIONS 25 AND 26 OF T13NR66W, AS WELL AS SECTION 2 OF T12NR65W OF THE 6TH P.M., LARAMIE COUNTY, WY.

WHEREAS, Wyoming State Statutes §18-5-101 to 18-5-107; §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

WHEREAS, the Laramie County Board of Commissioners have adopted the Laramie County Land Use Regulations; and

WHEREAS, these applications meet the criteria, including the findings necessary under subsection (a), for Board Approval pursuant to Section 1-2-100 of the Laramie County Land Use Regulations under conditions of approval to be outlined herein; and

WHEREAS, upon Board Approval, these applications are in conformance with the requirements of the A-2 – Agricultural and LU – Land Use Zone Districts pursuant to Sections 4-2-102 and 4-2-114 of the Laramie County Land Use Regulations; and

WHEREAS, the Solar Energy Site Plan application meets the criteria for a Site Plan pursuant to Section 2-2-133 of the Laramie County Land Use Regulations; and

WHEREAS, the Solar Energy Site Plan and Solar Energy Permit application meets the criteria for Solar Energy Site Plans and Solar Energy Permits pursuant to Section 2-2-125 of the Laramie County Land Use Regulations.

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

The Laramie County Board of Commissioners finds that:

- a. These applications meet the criteria, including the findings necessary under subsection (a), for Board Approval pursuant to Section 1-2-100 of the Laramie County Land Use Regulations under certain recommended conditions;
- b. These applications are in conformance with the requirements of the A-2 – Agricultural and LU – Land Use Zone Districts pursuant to Sections 4-2-102 and 4-2-114 of the Laramie County Land Use Regulations;
- c. The Solar Energy Site Plan application meets the criteria for a Site Plan pursuant to Section 2-2-133 of the Laramie County Land Use Regulations; and
- d. The Solar Energy Site Plan and Solar Energy Permit application meets the criteria for Solar Energy Site Plans and Solar Energy Permits pursuant to Section 2-2-125 of the Laramie County Land Use Regulations.

And the Board approves the Board Approval, Solar Energy Site Plan, and Solar Energy Permit applications for the Cowboy Solar I & II Project, with the following conditions to be verified as met prior to issuance of a Certificate of Review for the project by the Planning Department:

1. TGE Wyoming 222, LLC shall execute a Road Construction and Cost Sharing Agreement with Laramie County for the reconstruction of Chalk Bluff Road before construction of the Cowboy Solar Project begins. TGE Wyoming 222, LLC and Laramie County shall execute a Memorandum of Understanding regarding said reconstruction which shall precede groundbreaking on the project. The terms shall include TGE Wyoming 222, LLC contributing a total of \$12,000,000 and Laramie County contributing \$2,500,000 after Final Investment Decision, Laramie County building the road using design plans provided by TGE Wyoming 222, LLC, and Laramie County assuming on-going maintenance

responsibilities after completion of the road. Additional costs and modification may be sought between the parties for any additional costs to build the road. TGE Wyoming 222, LLC will provide funds after receiving Full Investment Decision, and Laramie County will have no obligations until notice of Full Investment Decision.

2. Applicant shall revise the site plan to include locations of onsite cisterns or fire apparatus facilities as LCFD#1 deems appropriate;
3. Applicant shall revise the site plan to include a secondary legal emergency access;
4. A final drainage analysis shall be provided to the Planning department; and
5. Evidence of a liability policy with an effective date 24 months prior to the date of "turn-on" of the project shall be provided to the Planning department.

PRESENTED, READ, PASSED, this 6 day of Aug, 2024.

LARAMIE COUNTY BOARD OF COMMISSIONERS

Signed by:


Brian Lovett, Chairman

Gunnar Malm Laramie county commissioner

ATTEST:

Signed by:

Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:

Signed by:

Laramie County Attorney's Office

EXHIBIT C

