

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
For purchase and use of an Indoor Arena between
LARAMIE COUNTY & VISIT CHEYENNE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003-0608 ("COUNTY") and Laramie County Tourism Promotion Joint Powers Board, also known as VISIT Cheyenne, A Joint Powers Board, One Depot Square, 121 W.15th Street, Suite 202, Cheyenne, WY 82001 ("VISIT"). For and in consideration of the promises, covenants, terms and provisions contained in this agreement, the parties mutually agree:

I. PURPOSE

The purpose of this M.O.U. is for a partnership between COUNTY and VISIT involving the acquisition of an Indoor Arena, to be used for rodeo and other events, in and upon facilities located at the Laramie County Archer Complex, see "Archer Complex Indoor Arena Project Proposal" (12 pages and Proposed Layout, 1 page) – Attachment 'A'. The COUNTY shall purchase said Indoor Arena. The intent is for VISIT to "co-brand" events they host, using the Arena, with the profits derived from any events divided equally between the two entities as provided herein.

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 or terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall negotiate and contract with Priefert for the purchase of indoor arena including but not limited to its various components, and if necessary any technical or advisory assistance required in regard to its assembly, disassembly and operation. COUNTY shall be the sole owner of all equipment purchased.

No payment for the indoor arena shall be made before a mutually approved agreement between the COUNTY and Priefert, supplier of the arena components. Any payments shall be in accordance with Wyo. Stat. ' 16-6-602 (as amended).

In consideration for VISIT's event production, marketing, sponsorship, ticket sales, and facilitation of events using the Indoor Arena, COUNTY shall permit VISIT to utilize the equipment at no cost. In the event that VISIT's events are carried out through a third party, subcontractor, contractor or other entity, any such third party must enter into an agreement with COUNTY for use of the Arena and County facilities. Said Agreement to include, but not be limited to, indemnification of COUNTY and proof of insurance, pursuant to County policies and risk management practice, in support of said indemnification.

COUNTY shall be responsible for storage and insurance coverage of and for the Arena and its components. Assembly, disassembly, set up, and take down shall be performed by COUNTY staff or as delegated by the Laramie County Events Director. Costs for assembly, disassembly, set up, and take down may be apportioned or imposed by agreement with the COUNTY and any entity including, but not limited to VISIT (excluding any co-branded events between VISIT and COUNTY), in the discretion of COUNTY and as appropriate for various events and purposes. Use of the indoor arena shall be in accord with applicable COUNTY policies, and an Agreement between the COUNTY and any entity making use of Archer facilities and the Indoor Arena.

IV. RESPONSIBILITIES OF VISIT

VISIT shall facilitate event production involving the use of the Indoor Arena. For Indoor Arena events facilitated by VISIT with the support and/or participation of COUNTY, VISIT agrees to oversee and be responsible for all marketing, sponsorship, and promotional activities for such events.

For any events facilitated by or hosted by, regardless of whether or not COUNTY is co-hosting, VISIT, VISIT shall purchase, if required, any high risk, additional or special event insurance that complies with the requirements of COUNTY. VISIT shall reach out to COUNTY for the insurance requirements of the event prior to the event, and provide COUNTY with a copy of said insurance at least thirty (30) days prior to the event.

VISIT agrees that High Risk activities, that would require high risk insurance, are defined as "any activity that is so inherently dangerous that the person performing it can be held liable for injuries to other persons, even if they took every reasonable step to prevent the injury." High Risk activities are those activities that cannot be made safe. High Risk activities include, but are not limited to bungee jumping, rodeos, tractor pulls, horse races, motorized racing events or facilities, trampolines, bounce houses, boxing, mixed martial arts, or similar sporting activities. COUNTY shall make the determination regarding whether an event or activity shall be classified as High Risk and require additional insurance.

VISIT understands and acknowledges that "vendors" or other third parties providing services, presentations or sales during or in connection with events using the facilities described herein, must comply with Laramie County Events Department requirements including but not limited to, scheduling, contracting and proof of insurance. COUNTY, through its Events Department retains sole discretion in regard to the use of, or presence in, county facilities and grounds by any such vendors or third parties. VISIT warrants that it shall inform any such third party "vendors" or others, of these obligations, including the requirement for contact with the Events Department sufficiently in advance of events in order that the Department's requirements can be met.

VISIT, and/or any sub-contractor or third party acting in association or in concert with them, agrees to comply with and be subject to, Laramie County Events Department policies and practices in regard to use of Archer facilities, including but not limited to scheduling and booking of event dates, contact and insurance requirements and execution and retention of waivers, see

Attachment 'B'. VISIT agrees to and shall coordinate with Events Department staff in regard to use of the Indoor Arena, including marketing and promotion for Indoor Arena events.

VISIT shall inform any said third-party of the potential costs associated with the assembly, disassembly, set up, and take down of the Arena and its components.

VISIT recognizes and understands that its use of the indoor arena facilities for its intended purpose may or will involve the conduct of high-risk activities. Such activities carry a significant and unknown risk of property damage, personal injury and/or death. VISIT acknowledges and understands its responsibilities, including potential liability, for the conduct of events involving these facilities, as indicated herein, As a result of the conduct of its activities involving the facilities described herein, VISIT warrants that it shall be attentive to, and comply with, all requirements including but not limited to, contracting, indemnification, insurance and the production and retention of waivers and releases. Further by execution of this M.O.U. visit asserts and represents that it recognizes the potential financial burden of these obligations and shall maintain sufficient insurance to secure such obligations.

V. PROFITS SPLIT

Upon the above-described mutual consideration of both parties COUNTY and VISIT agree all profits, including but not limited to ticket sales, advertisement, sponsorship, and vendor payments, generated by co-branded events between VISIT and COUNTY as described above shall be divided equally between COUNTY and VISIT. All ticket sales and revenue generated therefrom and all sponsorships specifically pertaining to the marketing, promotion and sponsorship of co-branded VISIT and COUNTY events are subject to such equal division among the parties as previously stated above.

Profit from co-branded events of VISIT and COUNTY shall not be divided amongst the parties until the costs of the events, born by each party, are fully satisfied including, but not limited to, cost of event production, marketing, security, labor and management (collectively, "event production"). Upon full satisfaction and payment of the costs of event production, VISIT shall remit payment of fifty percent (50%) of the remaining net event profits to COUNTY in a manner agreeable to the parties.

VI. EVENT PRODUCTION

The cost of putting on co-branded events between VISIT and COUNTY as described herein shall be borne by the parties in the following way:

1. VISIT CHEYENNE shall bear all costs of event planning, production, marketing, ticket sales and facilitation of co-branded events of VISIT CHEYENNE and COUNTY.
2. VISIT CHEYENNE shall bear all costs, if required in regarding to any high risk or special events, as defined in Section IV above, including but not limited to additional or special event insurance.
3. COUNTY shall bear all costs of equipment rentals/operation and setup/teardown labor necessary to execute co-branded events of VISIT CHEYENNE and COUNTY.

VII. GENERAL PROVISIONS

A. Independent Contractor: Any services to be performed by VISIT are those of an independent contractor and not as an employee of COUNTY. VISIT and its staff, volunteers and and/or agents are not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. VISIT assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. VISIT is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval or acceptance of the services or actions furnished hereunder by VISIT shall not in any way relieve VISIT of responsibility for the sufficiency of its work, services or obligations or its obligation to comply with the terms herein. COUNTY approval or acceptance of, or payment for, any of the services 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. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (7 pages) and the Attachments 'A', and 'B' represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the parties are 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.

H. 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 VISIT and to COUNTY in

executing this Agreement. This provision is not intended, nor shall it be construed to waive COUNTY or VISIT's governmental immunity as provided in this Agreement.

I. Contingencies: VISIT certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. 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.

K. 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.

L. Governmental/Sovereign Immunity: COUNTY and VISIT do not waive their Governmental/Sovereign Immunity – to the extent VISIT is covered by governmental immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement, except to the extent that VISIT agrees to a waiver of their governmental immunity in the event of an action by to enforce any rights it may have or obligations contained in this MOU. With the foregoing exception, 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. VISIT agrees that it shall waive its immunity for the limited purpose of any action by COUNTY for enforcement of the terms and conditions herein.

M. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct, and that of its employees, agents, invitees, participants or volunteers. Neither party agrees to insure, defend or indemnify the other. VISIT shall carry liability insurance sufficient to cover its obligations under this Agreement and provide COUNTY with proof of such insurance.

N. 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.

- 1) Visit agrees and warrants that in the event it employs, contracts with or agrees to the use of any third party, whether under agreement, invitation, acceptance or permission, for events in connection with use of the facilities as described herein, VISIT shall require and obtain indemnification and proof of insurance adequate for such indemnification, from any such third party
- 2) Visit agrees and warrants that in the use of the facilities for rodeo or any other high risk activities (as defined by COUNTY) it shall obtain and provide copies to COUNTY, of

waivers/releases from liability for all participants, see Attachment 'C'. "Participants" include, but are not limited to, contestants, volunteers, judges and/or any individuals in any capacity, either directly or potentially engaged in high-risk activities, including but not limited to, contact with, use of or exposure to livestock. All waivers/releases shall include Laramie County and the Laramie County Events Department, their respective elected officials, employees and agents and volunteers.

O. Conflict of Interest: COUNTY and VISIT affirm, to their knowledge, no VISIT employee or agent has any personal beneficial interest whatsoever in the agreement described herein. No staff member of VISIT, 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.

PQ. 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.

Q. Limitation on Payment/Services: COUNTY's obligations herein are conditioned upon the availability of funds which are appropriated or allocated for the payment of these obligations. If funds are not allocated and available for the continuance of the services and equipment provided by VISIT, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify VISIT at the earliest possible time of the services or obligations which will or may be affected by a shortage of funds. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. 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 personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: VISIT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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By signature below signatory represents and warrants that it is authorized to sign on behalf of the respective party and governmental entity and possesses the authority to bind the same to the provisions herein.

Signature Page


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

Visit Cheyenne JPB:


By:  Date 1/9/2024
Authorized Individual

Printed Name: Domenic Bravo

Title: CEO/President

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

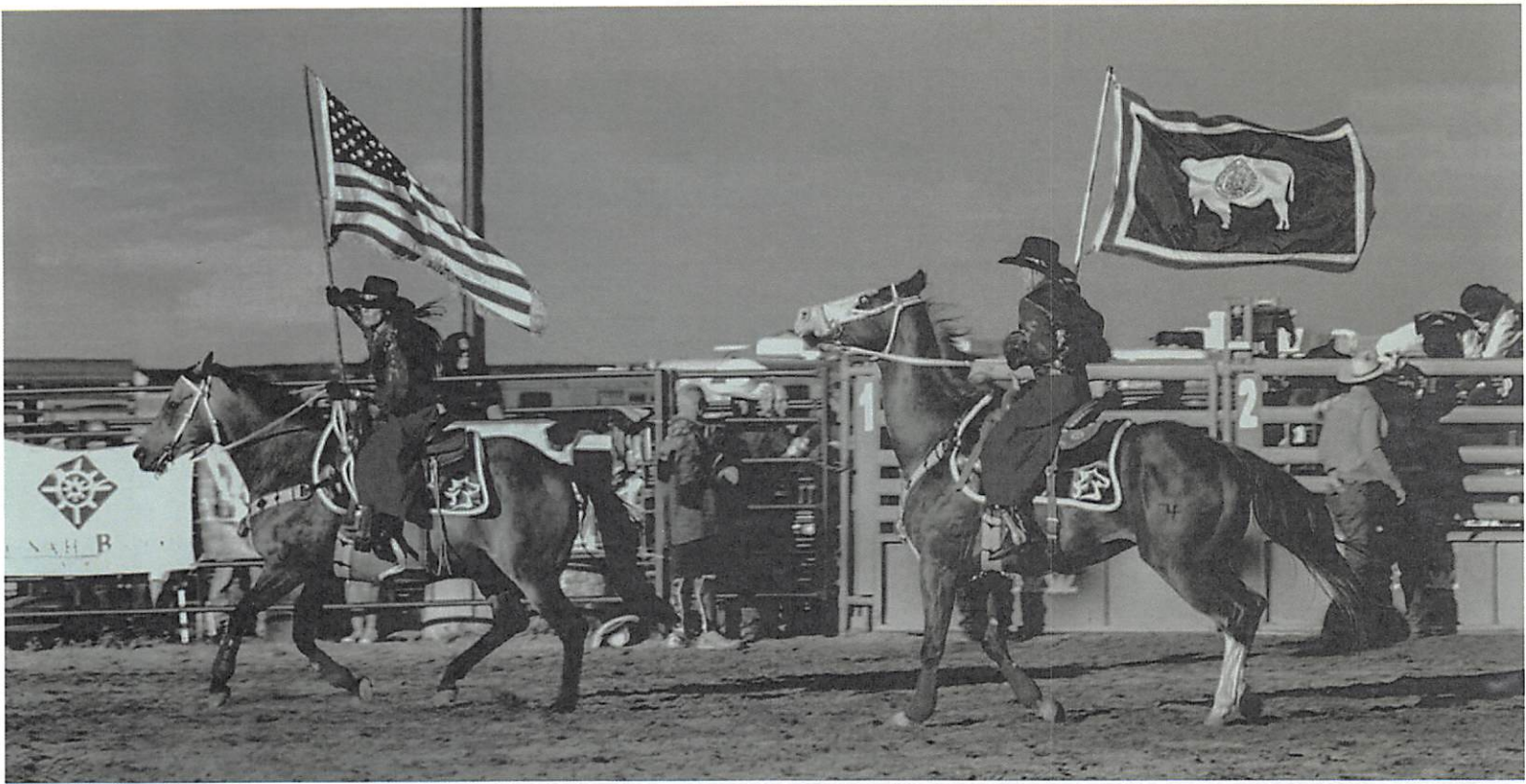
REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 1/10/24
Laramie County Attorney's Office

AN INVESTMENT IN THE FUTURE OF LARAMIE COUNTY

AUGUST 2023

ARCHER COMPLEX INDOOR ARENA PROJECT PROPOSAL



PREPARED AND PRESENTED BY

VISIT CHEYENNE
DOMENIC BRAVO
HAYLEE CHENCHAR



EXECUTIVE SUMMARY

PROJECT NARRATIVE

As the home of Wyoming's Capital City, Laramie County has always set itself apart as a destination through the many community events, offerings and opportunities rooted in our western heritage and unique cowboy culture. While we are fortunate to have existing infrastructure such as the Archer Events Center, the majority of our event space throughout Laramie County is outdoor focused and thereby limited by our famously unpredictable Wyoming weather.

In order for Laramie County to continue to diversify our community as the premiere destination in the region, we must develop our existing infrastructure to include both indoor and outdoor event space so that we may be able to provide community events and experiences on a year-round basis. As Laramie County continues to grow, so does the need to develop new and existing infrastructure and event space that is necessary for our community to diversify and strengthen our local economy to become more sustainable moving forward.

PROPOSED PROJECT

BACKGROUND & CONTEXT

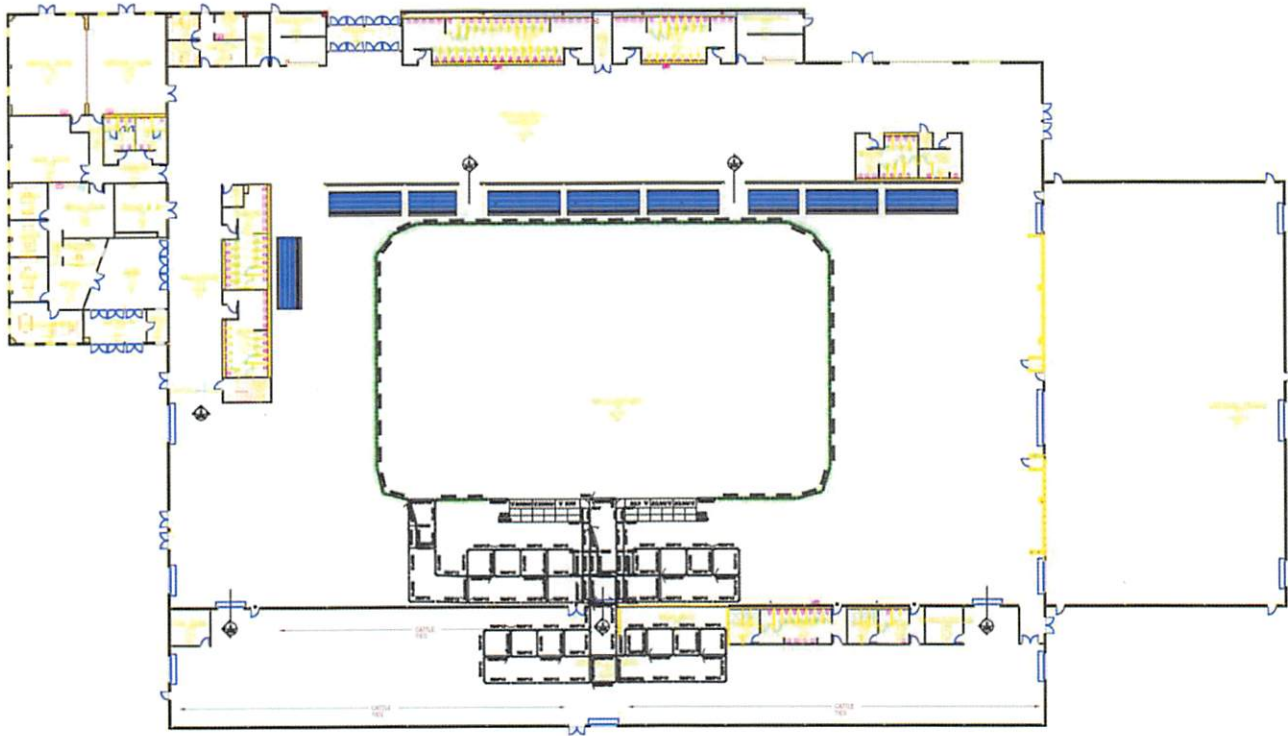
Over the past year, Visit Cheyenne has worked closely with Commissioner Heath and Laramie County Events Director, Dan Ange, and his incredible staff to identify what types of infrastructure improvements the Archer Events Center would benefit most from in order to contribute to the continued development of the Complex while also maximize the positive economic impact and development for the entire community.

Following these forward-thinking discussions that started last year, it was determined that one of the most impactful improvements to pursue would be to pursue the idea of an additional covered, dirt floor building. Thanks to the continued conversations and collaboration with our partners in addition to working with Commissioner Lovett as Visit Cheyenne's new County Board Representative, this idea continues to be refined as we have worked to conceptualize the materials and equipment needed for an indoor rodeo arena utilizing the current Events Complex.

In conjunction with refining the scope of the proposed project, Visit Cheyenne is also the process of developing two winter events that would successfully utilize this equipment planned for February of 2024 (a winter rodeo-themed event as well as a five day medieval jousting tournament) in order to continue to diversify Archer's event offerings, especially during the winter months. The proposed project and subsequent funding request allows Laramie County to maximize our ability to provide year-round experiences for residents and visitors alike and continue to diversify Laramie County as the region's premiere destination.



INDOOR ARENA CONCEPT DESIGN



PROPOSAL AT A GLANCE

Developed in-line with Visit Cheyenne's Master Plan for Laramie County as well as the Archer Complex Comprehensive Master Plan, The proposed indoor rodeo arena project illustrated above not only builds upon Archer's continued growth and positive momentum, but also contributes to the long-range vision and development of the Archer Complex. This indoor arena concept also provides a much-needed indoor infrastructure solution to expand community offerings and experiences for residents and visitors year-round.

Visit Cheyenne is requesting the County's support of the project through a public-private partnership investment to finance the up front cost to purchase the equipment necessary to install the proposed indoor rodeo arena. To bring this invaluable project to life, a total funding amount of \$220,000 is requested from the County, of which would be subject to a proposed percentage-based reimbursement schedule to be determined from mutually agreed upon terms once the proposed project is completed and revenue can be generated from future ticketed events. A complete cost breakdown of the funding request can be found on page 07.

PROJECT BENEFITS & IMPACT

KEY OBJECTIVES & PRIORITIES



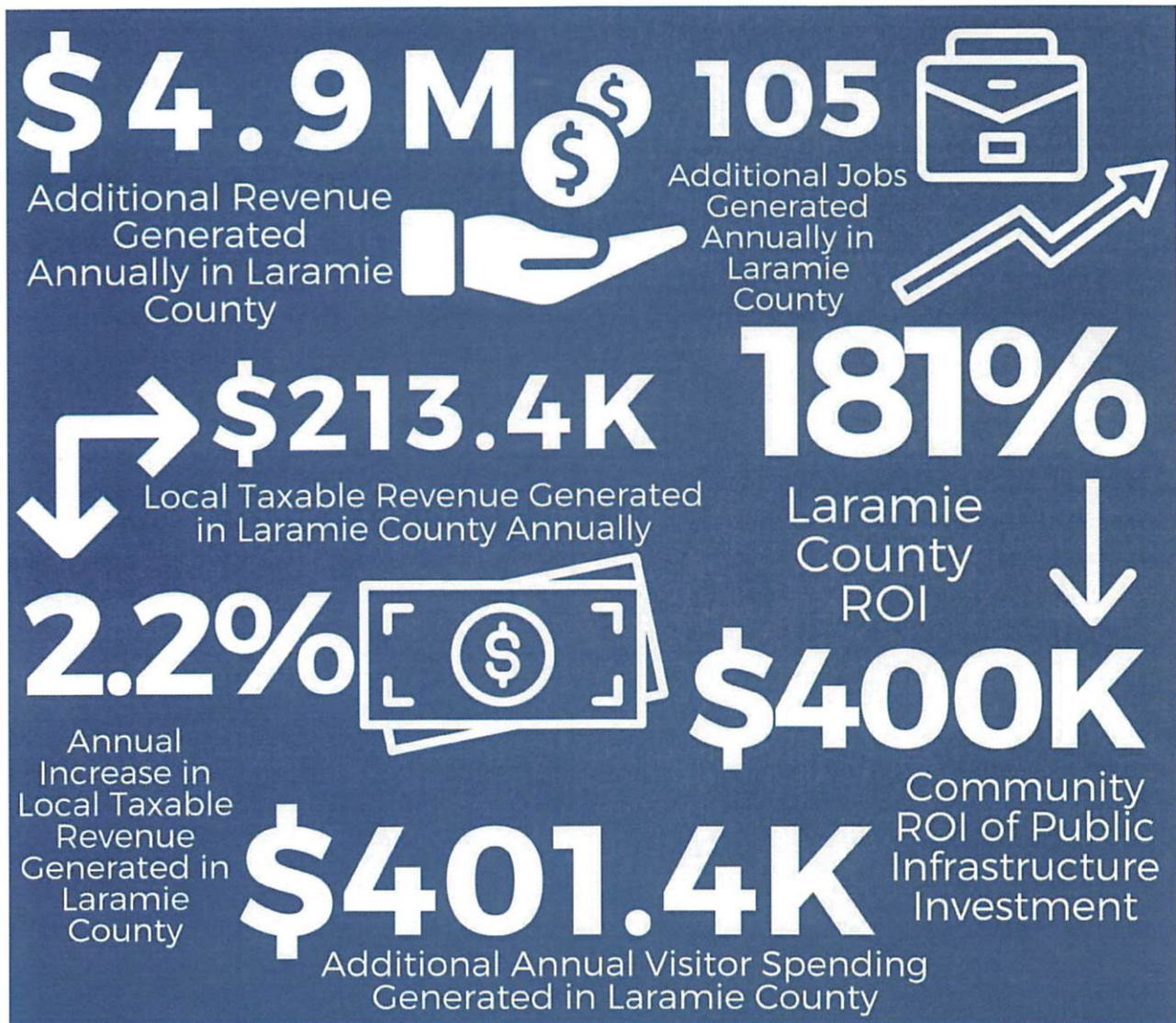
In addition to the key benefits illustrated above, the proposed project has the following measurable impacts:

- a. **Social Impact:** Investing in the proposed indoor arena project is also an investment in Laramie County's competitive advantage against neighboring communities. Maintaining a competitive edge as a regional destination positively impacts revenue associated with tourism spending - more specifically, the Wyoming Office of Tourism reported a 21.2% increase in revenue generated by the events and entertainment industry of Laramie County alone between 2021-2022.
- b. **Economic Impact:** Because the proposed project directly impacts Laramie County's ability to offer year-round events and experiences, the project provides a variety of tangible economic impacts. The Wyoming Office of Tourism reported a 10.2% increase in employment generated by the events and entertainment industry of Laramie County alone between 2021-2022. These numbers would only increase with the positive impacts of the proposed indoor arena.
- c. **Community Impact:** Not only does investing in existing infrastructure reinforce Laramie County's fiscally conservative priorities, but it also provides a direct return on investment to the community as a whole. The US Bureau of Economic Analysis (BEA) that every \$1 invested in public infrastructure generates an average return on investment (ROI) of \$1.60. The proposed project also offers several indirect community benefits such as enhancing the community cohesion, branding and overall pride of Laramie County.

EXPECTED OUTCOMES

ROI BY THE NUMBERS

As with any development project, the return on investment is often much more impactful than initial projections. By utilizing the economic indicators and existing statistics outlined by the Social, Economic and Community Impact, the project's expected outcomes are calculated below.



The combination of the project's positive benefits, overall impact and data-driven statistical analysis not only clearly demonstrates the community value but also the return on investment (ROI) as a whole.

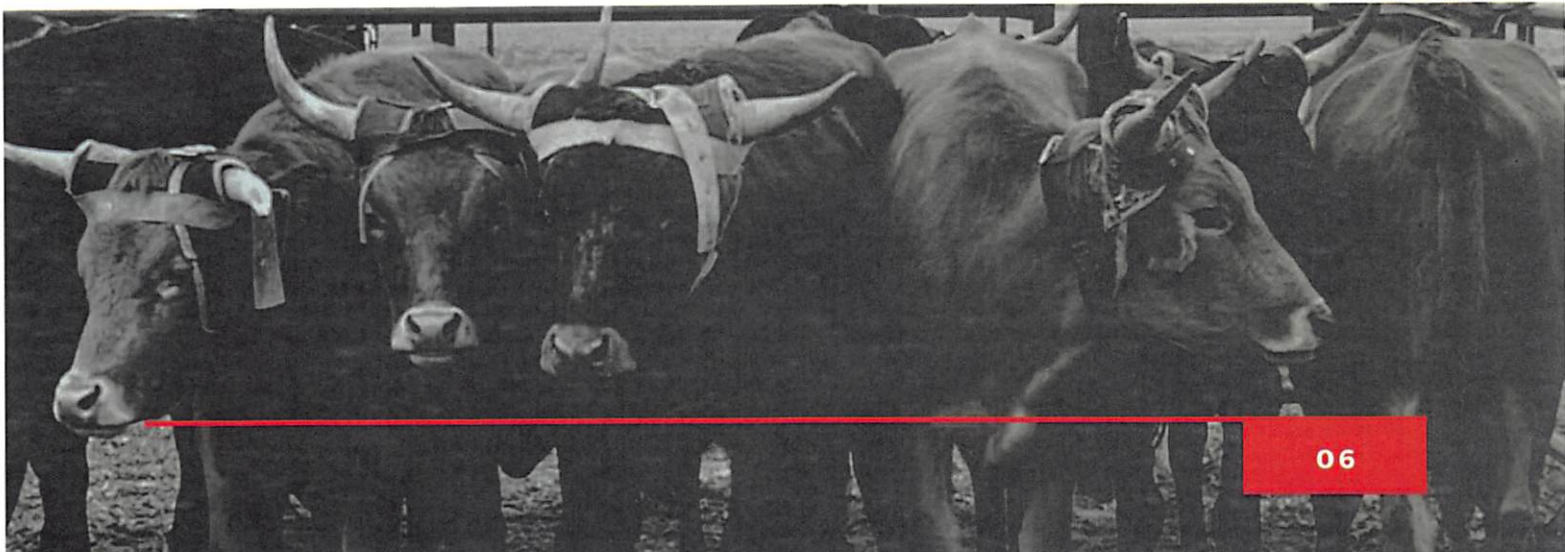
PROJECT IMPLEMENTATION

PROPOSED TIMELINE

| | AUG | SEPT | OCT | DEC | JAN | FEB |
|-------------------------|------------------------------|------|-----|---------------|-------------|-----------|
| PLACE PREFERENCE ORDER | Aug 24 | | | | | |
| EST. ORDER SHIP TIME | 3-4 Months Shipping Estimate | | | | | |
| ORDER DELIVERY WINDOW | | | | Dec 28-Jan 24 | | |
| ARENA SETUP WINDOW | | | | | Jan 1-Feb 9 | |
| PLANNED VC WINTER EVENT | | | | | | Feb 10 |
| PLANNED VC WINTER EVENT | | | | | | Feb 16-17 |

IMPLEMENTATION STRATEGY

The proposed project schedule outlined above would not be possible without the continued support and collaboration with our project partners. Thanks to the Laramie County Events team and their resources, we were able to omit rental equipment activities from the project's anticipated timeline. By utilizing existing resources and equipment available onsite, the project's unloading and setup process can begin immediately upon receiving the order.



PROPOSAL BUDGET

BUDGET BREAKDOWN

| ITEM | DESCRIPTION | QTY | PRICE | WEIGHT | AMOUNT |
|------------|----------------------------------|-----|----------|-----------|-------------|
| BCLRGY | Bucking Chute Left Rubber Sign | 1 | \$12,170 | 1,938.00 | \$12,170.00 |
| BCLRAOYG | Bucking Chute Left Rubber Addon | 2 | \$9,346 | 3,120.00 | \$18,692.00 |
| BCPSGY | Bucking Chute Platform Stairs | 2 | \$824 | 200.22 | \$1,648.00 |
| BCRRGY | Bucking Chute Right Rubber Sign | 1 | \$12,170 | 1,938.00 | \$12,170.00 |
| BCRRAOYG | Bucking Chute Right Rubber Addon | 2 | \$9,346 | 3,120.00 | \$18,692.00 |
| BCSHRGY | Bucking Chute Stair Handrail | 2 | \$167 | 62.96 | \$334.00 |
| RBAP72GY | Rock Bottom RS Arena Panel-72" | 43 | \$482 | 4,251.41 | \$20,726.00 |
| RockBottom | Rock Bottom Base | 43 | \$685 | 30,100.00 | \$29,726.00 |
| RSABG109GY | Bow Gate Arena, RS-10'x9' | 24 | \$1,389 | 5,400.00 | \$33,336.00 |
| RSAFGY | Alley Frame, RS | 2 | \$420 | 148.00 | \$840.00 |
| RSAGRGY | Alley Gate, RS Roll Cmpl. | 8 | \$1,375 | 2,064.00 | \$11,000.00 |
| RSAGSGY | Alley Gate, RS Swing Cmpl. | 5 | \$695 | 735.00 | \$3,475.00 |
| RSAP08GY | Panel, RS Arena-8' | 3 | \$369 | 231.00 | \$1,107.00 |
| RSAP10GY | Panel, RS Arena-10' | 59 | \$410 | 5,310.00 | \$24,190.00 |
| RSAP12GY | Panel, RS Arena-12' | 2 | \$444 | 216.00 | \$888.00 |
| RSBG037GY | Bow Gate, RS-3'x7' | 4 | \$916 | 468.00 | \$3,664.00 |
| RSBG079GY | Bow Gate, RS-7'x9' | 2 | \$1,419 | 485.34 | \$2,838.00 |
| RSBG087GY | Bow Gate, RS- 8'x7' | 2 | \$1,452 | 500.00 | \$2,904.00 |
| RSBG109GY | Bow Gate, RS-10'x9' | 8 | \$1,515 | 2,424.00 | \$12,120.00 |
| RSCP3GY | RS Conn Post 3-Way | 9 | \$139 | 256.50 | \$1,251.00 |
| RSCPMFGY | RS Conn. Post M/F | 2 | \$123 | 42.00 | \$246.00 |
| RSP03GY | Panel, RS-3' | 2 | \$305 | 92.00 | \$610.00 |
| RSP08GY | Panel, RS-8' | 1 | \$372 | 90.00 | \$372.00 |
| RSP10GY | Panel, RS-10' | 1 | \$412 | 107.00 | \$412.00 |
| RSSP05GY | Panel, RS Sheet-5' | 4 | \$459 | 400.68 | \$1,836.00 |
| RSSP08GY | Panel, RS Sheet-8' | 7 | \$576 | 1,250.00 | \$4,032.00 |
| RSSP10GY | Panel, RS Sheet-10' | 5 | \$709 | 910.00 | \$3,545.00 |
| RSP017GY | Panel, RS-1'x7' | 2 | \$230 | 56.42 | \$460.00 |
| RSP037GY | Panel, RS-3'x7' | 2 | \$305 | 60.00 | \$610.00 |
| RSPHGY | Panel, RS Hinged | 2 | \$1,019 | 446.48 | \$2,038.00 |

ARENA MATERIAL (FOOTING) SPECIFICATIONS

- Base Material (12" thick install, fully compacted)
- Grading W Gravel > (135lb/ft3)
- Rodeo Arena Material (6" thick install, 2" fully compacted + 4" arena drag material)
- Rodeo Mix > (116.5lbs/ft3)

Subtotal: \$225,661.00
 Freight: \$9,300.00
 Tax: \$0.00

Equipment Total: \$234,951.00

Rental Equipment (For Install) \$0.00
 Footing (Material + Install) \$15,100.00
Total Project Cost: \$250,051
 Less ARPA/VC Match (\$30,051)

TOTAL FUNDING REQUEST: \$220,000



FUNDING RATIONALE & COST-BENEFIT ANALYSIS

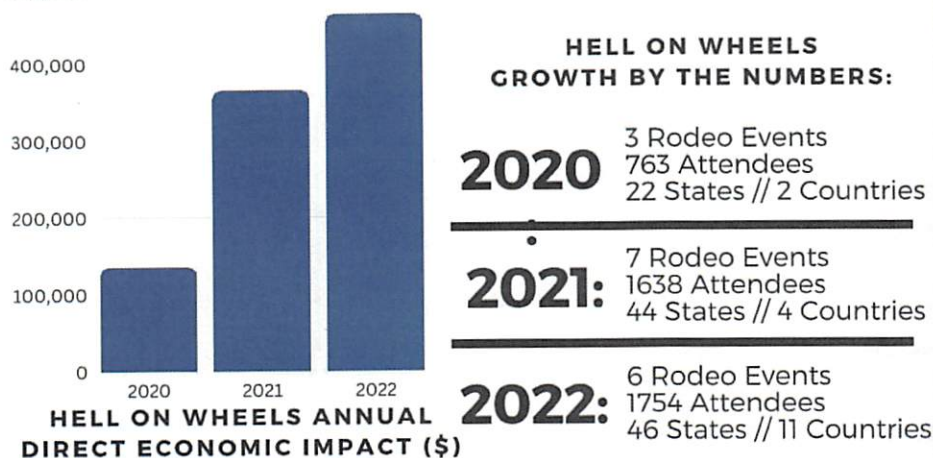
The viability, scope and cost-effectiveness of this proposed project has been carefully analyzed and refined over the past year in order to maximize the positive impact for the project's partners, stakeholders and community as a whole. While an initial multi-year phased approach was originally explored in an effort for Visit Cheyenne to manage the funding of the proposed project, it was determined that any multi-year purchasing schedule was not feasible for the maximum economic impact and total return on investment of the proposed project. Based on this cost-benefit analysis, the viability and overall success of the project can only be reached if the proposed project can be financed up-front through the proposed public-private investment partnership between Visit Cheyenne and Laramie County.

The \$220,000 requested from Laramie County will be combined with the ARPA funds that were graciously approved earlier this year along with matching funds from Visit Cheyenne in order to finance the total up-front cost of the proposed project in its entirety. Upon the successful installation of the proposed project to begin hosting additional events, the potential for a mutually agreed upon repayment schedule agreement between Visit Cheyenne and Laramie County is proposed, contingent and based upon the revenue generated from future ticketed events utilizing the indoor arena equipment in order to reimburse a percentage of County funding provided for the public-private investment partnership.

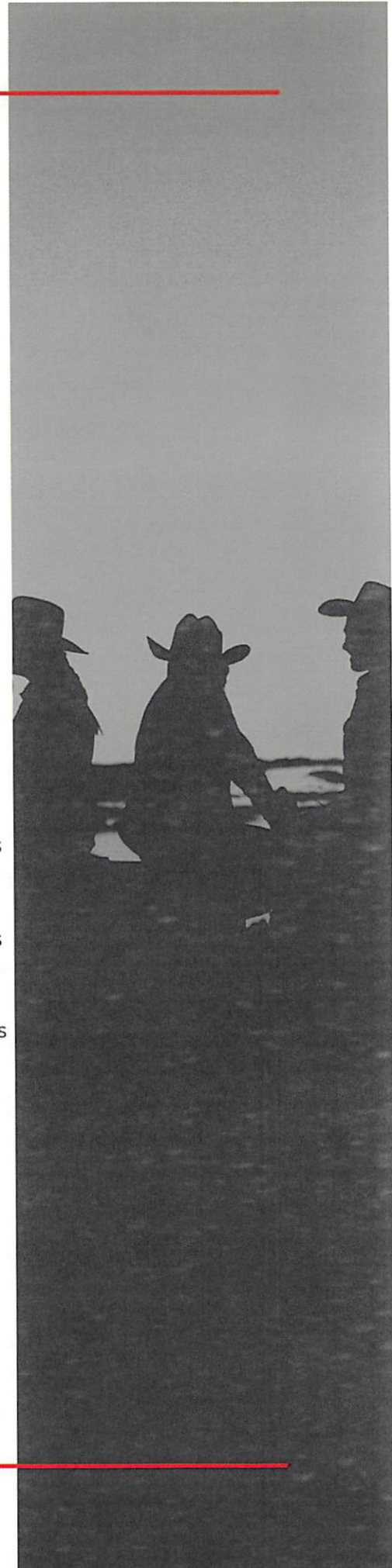
LOOKING AHEAD

HELL ON WHEELS RODEO EXPANSION

The proposed indoor rodeo project allows for the continued cultivation and expansion of several existing community events, one of which would be Visit Cheyenne's Hell on Wheels Rodeo and Chuck Wagon Dinner Series. Created in 2020, this innovative event series saw an overwhelmingly positive response demonstrated by over \$135,000 of direct economic impact from over 750 attendees across 22 States and 2 Countries at just 3 Rodeo Events in its first year. The series saw a 244% increase in the Direct Economic Impact generated from more than double the attendance for just 6 rodeo events in 2022 compared to its inaugural year, 500,000



Because the year-over-year growth rate of the event series illustrated above is contingent on the ability to utilize the only available outdoor rodeo arena space, the scalability and success of the Hell on Wheels Event space is limited to events that can only be executed in the summer season. If the proposed indoor rodeo arena is successfully implemented, the potential to expand and further develop the Hell on Wheels Rodeo Series as Laramie County's premiere year-round event series would more than double.



LOOKING AHEAD (CONT.)

ARCHER: LONG-RANGE PLANNING

Lastly, the proposed project offers an excellent foundation to pose additional long-range planning of the Archer Complex. The investment of the indoor arena equipment not only demonstrates to the public that the continued development of the Archer Complex is an economic priority, but it also sets the stage for Archer's Master Plan as a potential sixth-penny ballot initiative:

- 100% of the proposed project can be repurposed as a part of the Archer Complex Building outlined in the Master Plan. This also demonstrates fiscally conservative steps being taken as a part of Archer's long-range planning.
- Once the proposed project is successfully implemented, specific key performance indicators (KPIs), event analytics and other economic indicators may be established to be tracked in order to illustrate the project's community success rate, additional ROI and other community benefits. These measurables would also contribute to the future narrative associated with any potential sixth penny ballot initiative.

FINAL REMARKS

The requested \$220,000 to fund the up front costs associated with this project is not just an investment in Laramie County's existing infrastructure: it is an investment in the future of our community. This public-private partnership between Visit Cheyenne and Laramie County to purchase the proposed indoor arena equipment provides:

- 1.The much-needed solution for our community to host events year round & decrease our reliance on seasonal tourism;
- 2.Continues to diversify Laramie County as a destination, giving us a competitive advantage against neighboring communities;
- 3.Enhances the experiences and event offerings for Laramie County residents as well as visitors all year long;
- 4.Increases revenue generated by our state and local taxes as well as existing and future ticketed events and;
- 5.Reinforces our brand as a community and contributes to the Western heritage and unique culture Laramie County was founded on.

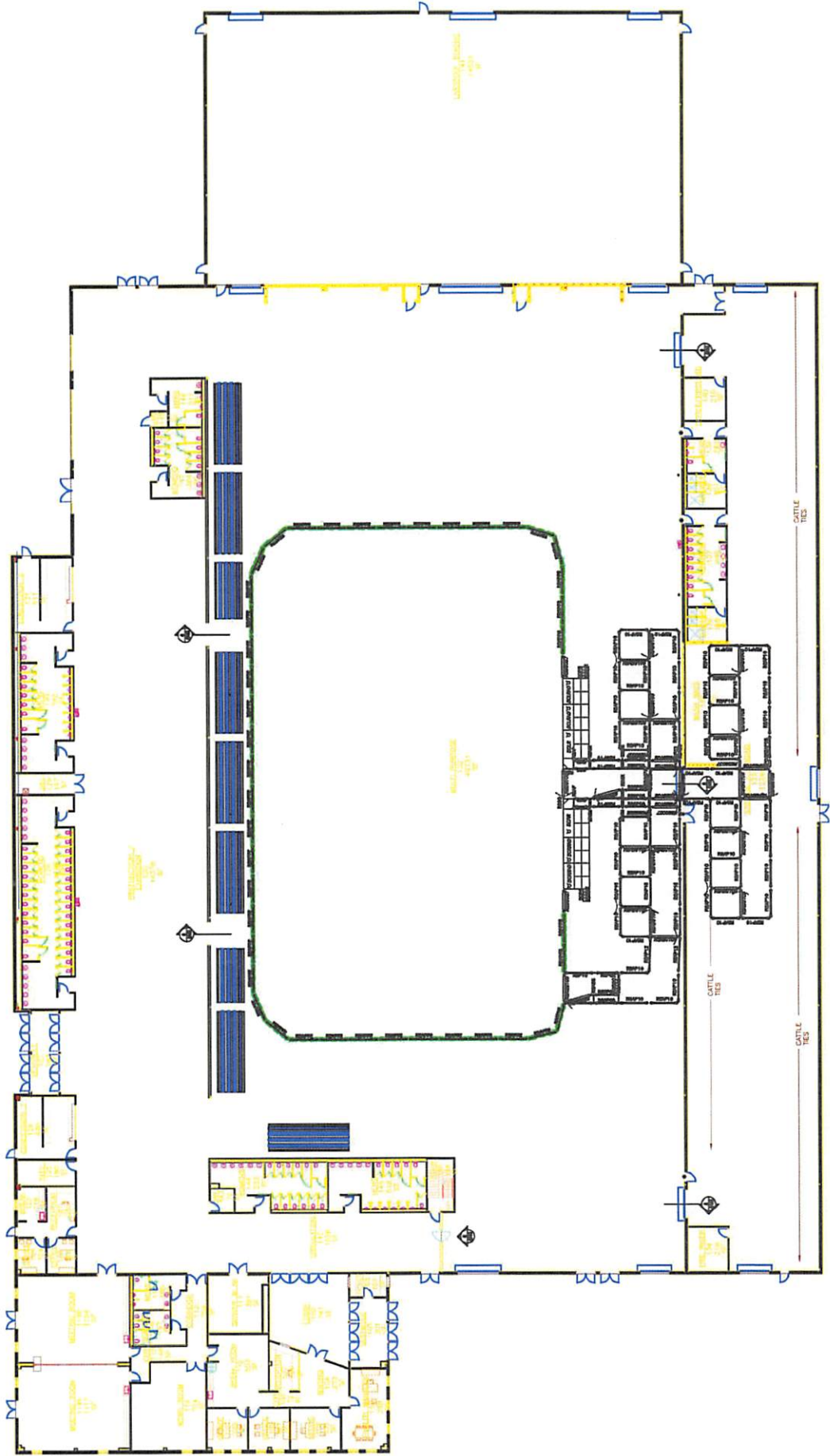
We greatly appreciate your consideration to support the funding request to bring this proposed project to life. Thank you for your continued support as we all work together to make Laramie County the best it can be.

THANK YOU!



QUESTIONS?

DOMENIC BRAVO
DOMENIC@CHEYENNE.ORG // 307.287.6555
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HAYLEE@CHEYENNE.ORG // 307.757.7377



REQUEST TO PARTICIPATE AND RELEASE FROM LIABILITY

I, _____, (Client) hereby acknowledges that I have voluntarily applied and contracted to participate _____ (activity) provided by VISIT Cheyenne, A Joint Powers Board, located at One Depot Square, 121 W. 15th Street, Suite 202, Cheyenne, Wyoming 82001. By my signature and initials below

1. In exchange for the opportunity to participate in the above activity I, _____ (parent of _____) shall undertake any and all risks.
2. I understand that participation in the above stated activity may be inherently dangerous.
3. I understand that risks include, but are not limited to, property damage or destruction, serious physical injury and/or death.
4. I understand that I must provide my own safety equipment, if required, for myself and/or for children of whom I am parent or guardian.
5. The participant and/or his or her parent or guardian shall be liable for any and all risks.
6. I do hereby, for myself, my heirs, personal representatives and assigns release and discharge (name of successful proposer/leasee), its employees owners and agents, and Laramie County, its elected and appointed officials, their employees, volunteers, and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.
7. VISIT Cheyenne and Laramie County, their elected and appointed officials, employees and agents shall not be liable for any injuries or damages to any participant participating in the above stated activity, or the property of the participant, or be subject to any actions, causes of action, damages, claims or demands, including without limitation, those damages resulting from acts of negligence on the part of VISIT Cheyenne and Laramie County, their elected and appointed officials, employees and agents.
8. VISIT Cheyenne and Laramie County does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., and fully retains all immunities and defenses provided by law for any action, whether in tort, contract or any other theory of law.

By my signature below, I certify and warrant that I have read and fully understand the foregoing statements and **Release** and that I have read and agree to abide by any and all **rules and instructions imposed on individuals making use of the motocross facilities at the Laramie County Archer Complex, whether imposed by (name of Leasee) or imposed by other applicable rules, laws or regulations, state local or federal.**

I am signing this **REQUEST TO PARTICIPATE AND RELEASE**, voluntarily and without coercion and in consideration of the permission to participate and/or any other consideration provided to me in connection with the activities and or events described herein. I further certify that I am 18 years of age or older. If I am a minor, my parent or guardian, by signature below, fully participates in and acknowledges the contents and effect of this waiver and release on my behalf.

Participant's name if over 18: _____

Participant's signature: _____

Child's name: _____

Parent or Guardian name: _____

Parent or Guardian signature _____