

## **EXHIBIT A - APPROVAL OF THE COUNTY**

**A RESOLUTION CONCERNING THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF A MULTI-PURPOSE EVENT FACILITY ON AN APPROXIMATELY 18 ACRE PARCEL AT THE COUNTY'S ARCHER COMPLEX, LOCATED APPROXIMATELY FIFTEEN MINUTES EAST OF THE CITY OF CHEYENNE, WYOMING, AND JUST SOUTH OF INTERSTATE 80; APPROVING A SITE LEASE, A LEASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND AUTHORIZING EXECUTION OF DOCUMENTS.**

**WHEREAS**, Laramie County, Wyoming (the "County") is a duly and regularly created, organized and existing county and body corporate and politic, existing as such under and by virtue of the constitution and laws of the State of Wyoming (the "State"), with the authority, pursuant to Wyo. Stat. § 18-9-101, to acquire lands and other property for fairgrounds, airports, parks and pleasure grounds, issue bonds or incur indebtedness and perform such other acts necessary to carry out the provisions set forth therein; and

**WHEREAS**, the County has determined that the acquisition and construction of a Multi-Purpose Event Facility (the "Improvements") on an approximately 18 acre parcel at the County's Archer Complex (the "Site"), located approximately fifteen minutes east of the City of Cheyenne, Wyoming, and just south of Interstate 80, would be of service to and for the benefit of the inhabitants of the County; and

**WHEREAS**, for the purpose of funding the acquisition and construction of the Improvements, the County has leased the Site to ANB Bank, a Colorado corporation (the "Bank") under the terms and conditions set forth in that certain Site Lease dated as of September 10, 2018 (the "Site Lease") by and between the County, as Landlord, and the Bank, as Tenant; and

**WHEREAS**, the Bank has leased the Site back to the County has provided funding for the acquisition and construction of the Improvements on the Site, and has leased the Improvements (hereinafter the Site and the Improvements being collectively referred to as the "Leased Property") to the County pursuant to that certain Lease and Agreement dated as of September 10, 2018 (the "Lease Agreement"); and

**WHEREAS**, the Rental Payments and Additional Rentals (as defined in the Lease Agreement) payable by the County pursuant to the Lease Agreement shall constitute currently budgeted expenditures of the County and shall not constitute a general obligation or other indebtedness nor a mandatory charge or requirement against the County in any ensuing Fiscal Year beyond the then current Fiscal Year; and

**WHEREAS**, the lease of the Site, the acquisition and construction of the Improvements, and the execution, performance and delivery of the Site Lease and the Lease Agreement have been authorized, approved, and directed by all necessary and appropriate actions of the County; and

**WHEREAS**, there have been presented to the Commissioners the forms of the (i) Site Lease, (ii) Lease Agreement (including the schedule of Rental Payments and Optional Purchase Prices, as defined in the Lease Agreement), and (iii) Issuer Post-Issuance Tax Compliance Procedures (the "Compliance Procedures"), which forms are on file and may be viewed during normal business hours at the Office of the Laramie County Clerk; and

WHEREAS, the Commissioners desire to approve the Site Lease, the Lease Agreement and the Compliance Procedures and authorize the execution and performance of such documents by the County; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING:**

**Section 1. Ratification of Actions.** All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Commissioners or officials of the County, directed toward the acquisition and construction of the Improvements, are hereby ratified, approved, and confirmed.

**Section 2. Finding As To Governmental Purpose.** The Commissioners hereby find and determine, pursuant to the constitution and laws of the State, that the acquisition and construction of the Improvements, the leasing of the Site to the Bank under the terms and provisions set forth in the Site Lease, and the leasing of the Site and the Improvements by the Bank to the County under the terms and provisions set forth in the Lease Agreement, are necessary, convenient, and in furtherance of the governmental purposes of the County, and are in the best interests of the County and its citizens and inhabitants; and the Commissioners authorize such leasing of the Site and leasing back of the Site and leasing of the Improvements under the terms and provisions of the Site Lease and the Lease Agreement.

**Section 3. Finding as to Litigation.** The Commissioners hereby find and determine that no lawsuits have been filed, no actions have been threatened, and no claims have been made against the County which would have any effect on the acquisition and construction of the Improvements.

**Section 4. Approval of Site Lease, Lease Agreement and Compliance Procedures.** The Site Lease, the Lease Agreement and the Compliance Procedures are in all respects approved, authorized, and confirmed, and the Chairman of the Commissioners and Laramie County Clerk are authorized and directed to affix their signatures to such documents in substantially the forms and with substantially the same content as submitted to the Commissioners, and thereafter the County shall be bound by the provisions thereof.

**Section 5. Attestation; Authorization of Other Documents.** The Laramie County Clerk is hereby authorized and directed to attest all signatures and acts of any official of the County in connection with the matters authorized by this resolution. The Chairman of the Commissioners and other officials of the County are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this resolution.

**Section 6. No Indebtedness.** No provision of this resolution, the Site Lease or the Lease Agreement shall be construed as creating or constituting a general obligation or other indebtedness of the County, nor mandatory charge or requirement against the County in any ensuing budget year beyond the then current budget year. The County shall have no obligation to make any payment except in connection with the payment of the Rental Payments and Additional Rentals (as defined in the Lease Agreement) and certain other payments under the Lease Agreement, which payments may be terminated by the County in accordance with the provisions of the Lease Agreement.

**Section 7. Rental Payments and Optional Purchase Prices.** The Rental Payments and Optional Purchase Prices (as defined in the Lease Agreement) shall be payable during the Lease Term (as defined in the Lease Agreement) on the following dates, in the following amounts:

**SCHEDULE OF RENTAL PAYMENTS  
AND OPTIONAL PURCHASE PRICES**

The aggregate amount of all outstanding Advances under the Lease Agreement shall bear Interest at the Fixed Rate of 3.18% (computed on the basis of an Actual/360 day count convention).

Rental Payments consisting of accrued and unpaid Interest on the aggregate amount of all outstanding Advances shall be paid on the following dates: December 15, 2018, June 15, 2019 and December 15, 2019.

Rental Payments consisting of Principal, plus accrued and unpaid Interest on the aggregate amount of all outstanding Advances to the date of such Principal payment, shall be paid on the dates and in the amounts set forth in the chart below, unless the Lessee has exercised its Purchase Option (as defined in the Lease Agreement) and paid the Optional Purchase Price (as defined in the Lease Agreement) to the Bank. The Purchase Option may be exercised by the County pursuant to Section 4.7 of the Lease Agreement. The Optional Purchase Price is the Principal Balance of the Lease Agreement plus accrued Interest to the date of prepayment and purchase of the Improvements.

<b><u>Payment Date</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>
<b>December 15, 2020</b>	<b>\$1,260,000</b>	<b>\$208,573</b>
<b>December 15, 2021</b>	<b>\$1,260,000</b>	<b>\$160,272</b>
<b>December 15, 2022</b>	<b>\$1,260,000</b>	<b>\$120,204</b>
<b>December 15, 2023</b>	<b>\$1,260,000</b>	<b>\$ 80,136</b>
<b>December 15, 2024</b>	<b>\$1,260,000</b>	<b>\$ 40,068</b>

Payment due the Lessor hereunder will be made at 1912 Capitol Avenue, Cheyenne, Wyoming 82001, or by such electronic means (e.g., auto-debit or ACH payment) as the Lessor may permit or require. All such payments must be made in immediately available fund and lawful money of the United States of America.

The Commissioners hereby determine and declare that the Rental Payments do not exceed a reasonable amount so as to place the County under an economic compulsion to renew the Lease Agreement or to place the County under an economic compulsion to exercise its Purchase Option for the Improvements pursuant to the Lease Agreement.

The Commissioners hereby determine and declare that the period during which the County has a Purchase Option does not exceed the useful life of the Improvements.

**Section 8. Designation of County Representative for the Improvements.** The Commissioners hereby determine that the person who shall be specifically responsible for the Improvements shall be the Owner's Representative/Construction Manager (the "County Representative"). The County Representative may be changed by resolution hereafter adopted by the Commissioners.

**Section 9. Designation of Lease Agreement.** The County has not issued or effected the issuance of, and reasonably anticipates that the County and all subordinate entities thereof have not and will not issue or effect the issuance of, more than Ten Million Dollars (\$10,000,000) aggregate

face amount of tax-exempt obligations during the 2018 calendar year, and hereby designates the Lease Agreement as a "qualified tax-exempt obligation" as defined by Section 265(b)(3) of the Code.

**Section 10. Severability.** If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution, the intent being that the invalid or unenforceable section, paragraph, clause, or provision shall be severable from the remaining sections, paragraphs, clauses, or provisions.

**Section 11. Repealer.** All bylaws, orders, and resolutions, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or resolution, or part thereof.

**Section 12. Effective Date.** This resolution shall be in full force and effect upon its passage and adoption.

**PASSED, ADOPTED, AND APPROVED** this 4<sup>th</sup> day of September, 2018.

**LARAMIE COUNTY, WYOMING**

\_\_\_\_\_  
Chairman, Board of County Commissioners

**ATTESTED:**

\_\_\_\_\_  
County Clerk

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