

Agenda
FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
Joint Committee on Funding Key Services

12:00PM; Wednesday, January 28th, 2026

Riverton; WRTA Facility

2554 Airport Rd, Riverton, WY 82501

<https://us02web.zoom.us/j/87542789880?pwd=xlwKQ1Ae48DfObecpFkJcHoyP3CbU0.1>

Mick Prior – *Chair*

Kyle Butterfield – *Vice-Chair*

Lisa Mallon – *Treasurer/Secretary*

Sarah Reilley

Patrick Edwards

Jennifer Blaylock

Jared White Bull

- I. Roll Call**
- II. Call to Order**
- III. Pledge of Allegiance**
- IV. Approval of January 28th, 2025 Meeting Agenda**
- V. Consent Agenda**
 - a. January 14th, 2025 Meeting Minutes
- VI. Public Comment**
- VII. New Business**
 - a. Ambulance Services: Governance and Contraction Direction – *Discussion*
 - b. Financial Modeling and Sustainability Check – *Discussion*
 - i. Confirmation of revenue assumptions for 0.5% vs. 0.75% tax scenarios
- VIII. Old Business**
 - a. Ballot Language – *Status Update and Refinement*
 - b. MOA/Fiscal Structure – *Discussion*
- IX. Adjournment**

Meeting Minutes
FREMONT COUNTY ASSOCIATION OF GOVERNMENTS
Joint Committee on Funding Key Services

12:00PM; Wednesday, January 14th, 2026

Riverton; WRTA Facility

2554 Airport Rd, Riverton, WY 82501

<https://us02web.zoom.us/j/87542789880?pwd=xlwKQ1Ae48Df0becpFkjcHoyP3CbU0.1>

Mick Prior – *Chair*
(Present)

Kyle Butterfield – *Vice-Chair*
(Present @ 12:17)

Lisa Mallon – *Treasurer/Secretary*
(Present)

Sarah Reilley
(Absent)

Patrick Edwards
(Absent)

Jennifer Blaylock
(Present @ 12:02)

Jared White Bull
(Present)

Call to Order

The meeting was called to order by the Chair.

Roll Call / Attendance

Committee members and staff were present.

Agenda Item: Approval of the January 14, 2025 Meeting Agenda

Motion: Lisa Mallon
Second: Sarah Reilly
Discussion: None
Action: PASSED

Agenda Item: Consent Agenda

Motion: Lisa Mallon
Second: Sarah Reilly
Discussion: None
Action: PASSED

New Business

Use of Funds: Operational vs. Capital Expenditures

The committee discussed whether ballot language should explicitly address capital expenditures such as vehicle replacement and equipment acquisition.

Discussion highlights:

- The current ballot language is intentionally silent on specific expenditure categories, allowing funds to be used for operations, service contracts, or capital items that directly support service delivery.
 - Members emphasized that capital replacement planning should remain the responsibility of the operating entity through:
 - Depreciation and replacement schedules
 - Grant funding (e.g., SLIB)
 - Capital reserve or sinking funds
 - There was agreement that tax revenue should not become the primary mechanism for capital replacement, but rather support service continuity and contractual obligations.
-

Old Business

Ballot Language and Intergovernmental Coordination Update

Staff provided an update on recent communications with Fremont County Commissioner Larry Allen regarding draft ballot language and supporting intergovernmental agreements.

Key discussion points included:

- Commissioner Allen expressed support for the committee's progress and emphasized avoiding fixed percentage allocations in ballot language to preserve flexibility.
- Consensus emerged that ballot language should remain broad and purpose-based, allowing future adjustment through MOUs or MOAs without returning to voters.
- Staff indicated an expectation to provide the County Commission with near-final draft materials (approximately 95% complete) by the end of January.
- Committee members expressed encouragement regarding the tone and substance of communications with County leadership.

Transparency and Public Communication

The committee acknowledged increased public discussion regarding potential tax measures.

Consensus points:

- The committee reaffirmed its role as a working and advisory body, not a decision-making authority.

- Issuing public-facing messaging at this stage was discouraged to avoid confusion, as recommendations remain under development.
- Transparency is best maintained through:
 - Open meetings
 - Clear documentation once finalized
 - Formal public processes conducted by governing bodies
- The committee's primary audience at this stage is FCAG and participating governing bodies.

Draft MOA/MOU Structure and Options

Staff outlined plans to circulate two alternative draft agreements:

1. A model retaining percentage-based allocations among services
2. A model positioning FCAG as a fiscal agent, allocating funds by purpose rather than capped distributions

Committee discussion reflected that:

- Providing multiple viable options allows governing bodies to make informed policy decisions.
- Removing caps may reduce administrative complexity and avoid confusion around overages.
- If an initiative were delayed or failed, remaining funds could stay restricted to the approved service purpose.
- Offering alternatives mirrors best practices used in prior ballot initiatives.

Ambulance Services: Governance, Contracts, and Service Quality

The committee held extensive discussions regarding ambulance service delivery and funding justification.

Key issues included:

- Concern that increased funding alone does not guarantee improved service levels.
- Agreement that enforceable contracts, including defined response times, coverage requirements, and staffing standards must drive service quality.
- The current ambulance service contract expires June 30, 2025, and the County is expected to issue an RFP in the coming months.
- Members expressed concern that reliance on private providers may limit transparency and access to certain funding opportunities.

- Several members indicated interest in exploring whether a publicly operated ambulance service could provide greater accountability and funding flexibility.

Strategic Questions Identified for County Leadership

The committee identified the following questions to be posed to Fremont County leadership:

1. Will the County issue an RFP for ambulance services in 2025?
2. Is the County open to exploring a publicly operated ambulance service?
3. Would the County consider establishing an advisory or task force structure for long-term EMS planning?
4. Does the County intend to expand service levels or maintain the current status quo?

Members agreed that clarity on these issues is essential before advancing a tax proposal.

Next Steps

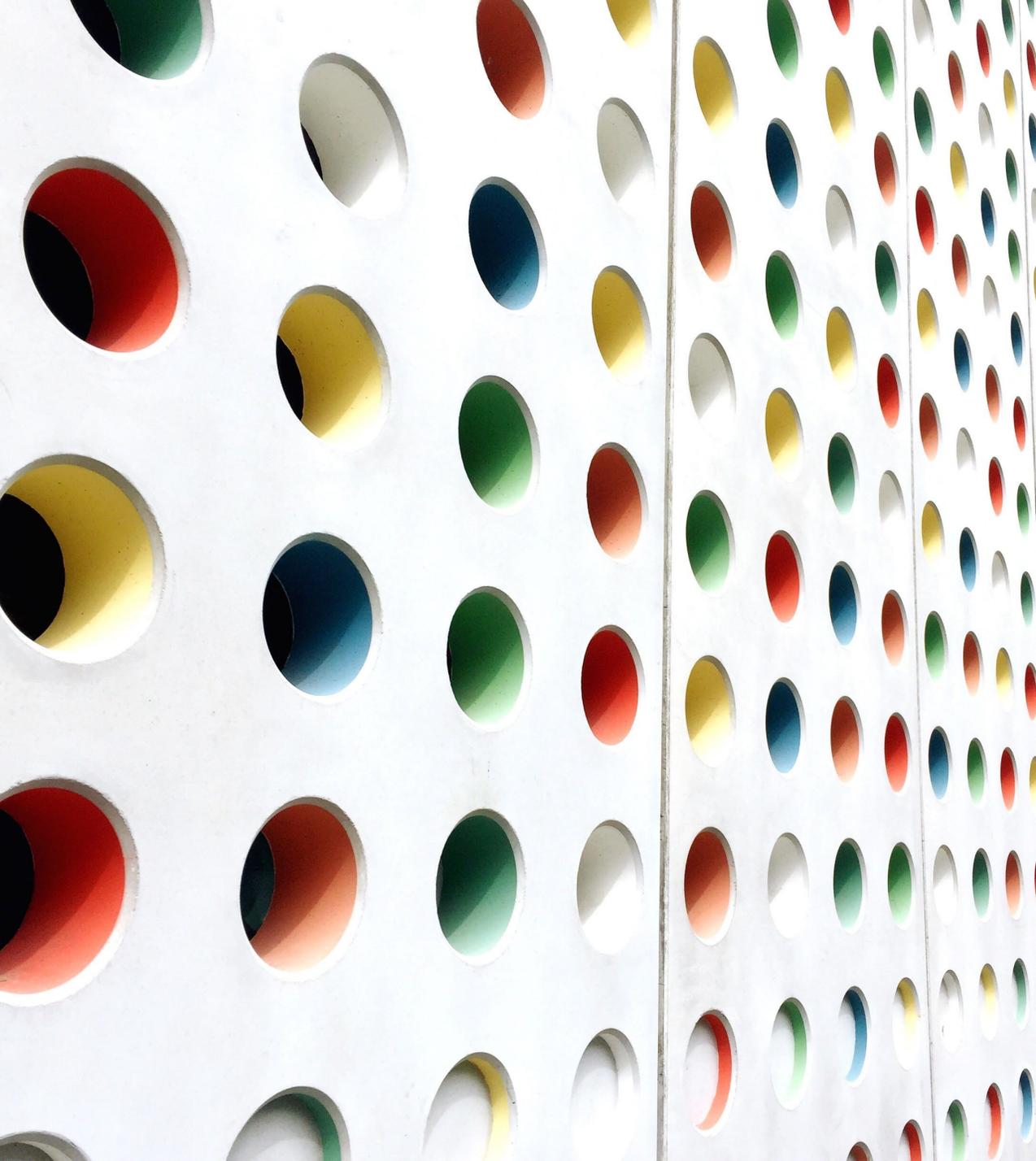
- Staff will distribute:
 - A revised draft MOA correcting percentage allocations
 - An alternative draft reflecting an FCAG fiscal-agent model
 - Continued outreach with County Commissioners to clarify EMS governance and contracting intentions.
 - Committee representation at the upcoming FCAG meeting will be coordinated based on availability.
-

Adjournment

The meeting was adjourned.

Record Summary

This meeting focused on refining funding structures, preserving governance flexibility, and ensuring service accountability for critical services, with particular emphasis on ambulance operations. The committee agreed to present multiple draft options to governing bodies and identified the need for clearer direction from Fremont County regarding EMS contracting and long-term service delivery.



Optional Excise Tax

FREMONT COUNTY ASSOCIATION
OF GOVERNMENTS

JANUARY 22, 2026

Potential Ballot Language

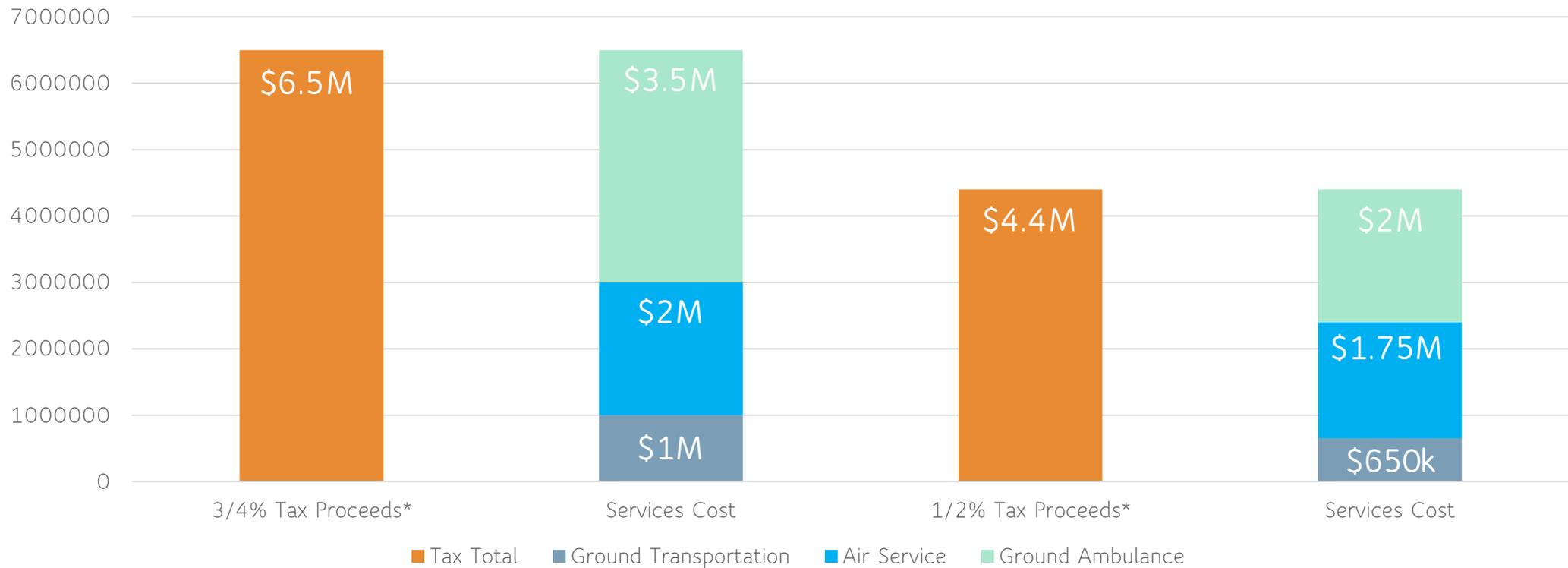
THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

Tax Proceeds and Costs of Services



Tax Proceeds Based on FY23*

Governing Memorandum of Agreement

General Provisions:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.

Governing Memorandum of Agreement

General Provisions:

- b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.

- c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

Governing Memorandum of Agreement

General Provisions:

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
 - i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.

Governing Memorandum of Agreement

Option 1

- Funds received from Department of Revenue go directly to the municipalities
- Funds are then remitted monthly by each party directly to:
 - Fremont County for Ambulance
 - City of Riverton for Air Service
 - FCAG for Ground Transportation

Option 2

- Funds received from Department of Revenue go directly to the municipalities
- All funds are then paid directly to FCAG by each party
- FCAG remits funds directly to:
 - Fremont County for Ambulance
 - City of Riverton for Air Service
 - FCAG for Ground Transportation

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNING BODIES OF
FREMONT COUNTY, LANDER CITY, CITY OF
RIVERTON, TOWN OF DUBOIS, TOWN OF HUDSON,
TOWN OF PAVILLION, AND TOWN OF SHOSHONI**

This Memorandum of Agreement (this “MOA”) is made and entered into by and between governing bodies of Fremont County (“County”), Lander City (“Lander”), City of Riverton (“Riverton”), Town of Dubois (“Dubois”), Town of Hudson (“Hudson”), Town of Pavillion (“Pavillion”), and the Town of Shoshoni (“Shoshoni”). The parties may collectively be referred to herein as the “Parties”, and individually, as a “Party”.

RECITALS

WHEREAS, Wyoming Statute § 39-5-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

WHEREAS, if the proposition to consider an excise tax for the purpose of economic development is approved in the August 18, 2026 Primary Election, the tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree to create a restricted fund and/or line items in their municipal and county budgets for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to a Party's general fund for general operations.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.
7. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
8. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.
 - b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
 - c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated

by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
- e. Governmental Immunity. The Parties do not waive governmental immunity be entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- f. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.
- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.

- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

9. Signatures. The Parties to this MOA, through the duly authorized representatives of their governing bodies, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA.

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNING BODIES OF
FREMONT COUNTY, LANDER CITY, CITY OF
RIVERTON, TOWN OF DUBOIS, TOWN OF HUDSON,
TOWN OF PAVILLION, AND TOWN OF SHOSHONI**

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RECITALS

WHEREAS, Wyoming Statute § 39-5-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

WHEREAS, if the proposition to consider an excise tax for the purpose of economic development is approved in the August 18, 2026 Primary Election, the tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
3. Parties agree that all funds received from the Wyoming Department of Revenue will be paid to the Fremont County Association of Governments (FCAG) no later than thirty (30) days following their receipt from the Wyoming Department of Revenue.
4. FCAG agrees to create a restricted fund and line items in their budget for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to FCAG's general fund budget or used for general operations, except as provided in Paragraph 7.
5. FCAG agrees that 54% of the proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
6. FCAG agrees that 31% of the proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
7. Parties agree that 15% of the proceeds from the optional excise tax received will be distributed monthly through an internal transfer in accordance to generally accepted accounting principles to the general fund of FCAG for ground transportation. Wind River Transit Authority (WRTA) and other ground transportation entities may submit proposals and recommendations to FCAG for approval and distribution of funds.
8. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
9. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.

- b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
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- e. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- f. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or

failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.

- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.
- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

10. Signatures. The Parties to this MOA, through the duly authorized representatives of their governing bodies, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA.

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date

RESOLUTION NO. 15XX

A RESOLUTION OF THE GOVERNING BODY OF [INSERT] TO PLACE THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT QUESTION ON THE 2026 PRIMARY ELECTION BALLOT.

WHEREAS, Wyoming Statute § 39-5-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to impose an excise tax shall be at the expense of the county and be submitted to the electors of the county upon the receipt by the board of county commissioners of a petition requesting the election signed by at least five percent (5%) of the electors of the county or of a resolution approving the proposition from the governing body of the county and the governing bodies of at least fifty percent (50%) of the incorporated municipalities within the county; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and.

WHEREAS, if the proposition is approved in the August 18, 2026 Primary Election, the economic development tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, if the proposition is approved by the qualified electors, the board of county commissioners shall by ordinance impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming state statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF [INSERT], WYOMING, that an optional three-quarter percent (3/4%) sales and use tax for economic development question be placed on the 2026 Primary Election ballot, which shall be proposed as:

THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the [INSERT], Wyoming, this ___th day of _____ 2025.

[INSERT], WYOMING

[INSERT]
[Mayor/Commissioner]

ATTEST:

Clerk