



Laramie Regional Airport
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Laramie Regional Airport Board Special Meeting

Agenda

Vi ZOOM

Thursday, November 6, 2025 – 9:30 AM

REGULAR MEETING:

1. Call to Order and Roll Call
2. Presentation of Binding Purchase and Sale Agreement -Aircraft Hangar between Robert Shine and Christopher Cleven and approve sale of the hangar or execute the Airport's Right of First Refusal.
Action: Approval or Denial of Binding Purchase and Sale Agreement -Aircraft Hangar between Robert Shine and Christopher Cleven and approve sale of hangar or execute the airport's Right of First Refusal.
3. Presentation of By-Law Changes for the Wyoming Association of Risk Management Property Insurance Joint Powers Board and direction of Tamie Wick to vote said action on behalf of the Board at the Wyoming Association of Risk Management Property Tax Insurance Joint Powers Board meeting on December 3, 2025.
Action: Approve or Deny the By-Law Changes for the Wyoming Association of Risk Management Property Insurance Joint Powers Board and direction of Tamie Wick to vote said action on behalf of the Board at the Wyoming Association of Risk Management Property Tax Insurance Joint Powers Board meeting on December 3, 2025.
4. Adjourn

Binding Purchase and Sale Agreement – Aircraft Hangar

Seller: Robert M. Shine

Buyer: Christopher Cleven

Effective Date: October 15th, 2025

1. **Property:** This Agreement concerns Hangar H, located at Laramie Regional Airport, 578 General Breeze Road, Laramie, Wyoming 82070, Property ID No. 16743410030900 (the "Property"). Seller represents and warrants that there are no liens, encumbrances, or other indebtedness on the Property that would affect the transfer of title.
2. **Purchase Price:** Buyer agrees to purchase the Property for Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the "Purchase Price"). Payment shall be made at closing via cashier's check or other certified funds approved by Seller.
3. **Condition of Property:** The Property shall be conveyed AS IS and WHERE IS, without any warranties, express or implied. Buyer accepts the Property in its current condition.
4. **Lease Assumption:** The Property is subject to the Laramie Regional Airport Private Ground Lease Agreement for Land Space # H dated February 1, 2022 (the "Lease"). Buyer acknowledges that assignment of the Lease requires airport approval, and closing is contingent upon such approval. Upon approval, Buyer will assume and accept the Lease at closing.
5. **Conditions, Use and Requirements:** As a condition of closing, Buyer shall provide evidence of (i) holding a valid FAA Private Pilot License, and (ii) Buyer shall own a current FAA-registered aircraft that will be based in the Hangar within fifteen (15) days of closing. This covenant is material to the transaction and reflects the intended use of the Hangar under the Ground Lease and the vision of the seller.
6. **Intended Use and Financing:** Buyer agrees that the hangar use shall embody the continued vision of General Aviation and private pilot training. Buyer acknowledges that no seller financing will be provided, and Buyer must arrange their own funds or financing to complete the purchase.
7. **Closing:** Closing shall occur on or before November 17, 2025, at a mutually agreed location. At closing:
 - Seller will deliver a good and sufficient bill of sale conveying the Property to Buyer and assigning the Lease.
 - Buyer will pay the Purchase Price as stated above.
 - Seller will pay all 2025 real property taxes associated with the Property within one week after closing.

7. **Binding Effect:** This Agreement is legally binding and creates obligations on both parties to complete the sale, subject to contingencies described herein (Lease assignment approval, buyer pilot license verification, and buyer aircraft ownership verification).
8. **Entire Agreement:** This document represents the full understanding of the parties.

Seller: Robert M. Shine
Robert M. Shine
Date: 10/16/2025

Buyer: Chris Clevin
Christopher Clevin
Date: 10/18/25

By-Law Changes for the Wyoming
Association of Risk Management
Property Insurance Joint Powers Board

BY-LAWS
of the
WYOMING ASSOCIATION OF RISK MANAGEMENT
PROPERTY INSURANCE JOINT POWERS BOARD

BE IT KNOWN THAT:

Political subdivisions of the State of Wyoming identified in the Wyoming Association of Risk Management Property Insurance Amended and Restated Joint Powers Agreement dated as of June 24, 2008, (as may be amended from time to time the "Joint Powers Agreement") and other presently unknown political entities which may join in the Joint Powers Agreement at a later time have agreed to form a joint property insurance purchasing pool through the Joint Powers Agreement pursuant to the terms of the Wyoming Joint Powers Act, W.S. § 16-1-101 et seq. The Joint Powers Agreement provides for property coverage and member services for the member entities which have bound themselves contractually and adopted these By-Laws, Articles 1 through 16 inclusive, constituting By-Laws for this property insurance purchasing pool, named the Wyoming Association of Risk Management Property Insurance Pool.

Article 1
DEFINITIONS

As used throughout these By-Laws, the following terms shall mean:

"Annual Meeting" means the first meeting of the fiscal year of the Property Insurance Joint Powers Board for the appointed representative of all Member Entities.

"By-Laws" means these By-Laws of the Property Insurance Joint Powers Board as may be amended from time to time.

"Director" means a member of the Board of Directors of the Property Insurance Joint Powers Board.

"Joint Powers Agreement" shall have the meaning set forth above in the introductory paragraph of these By-Laws.

"Member(s)" or "Member Entity" or "Member Entities" means any public entity of the State of Wyoming which initially or later enters into this Joint Powers Agreement by meeting the requirements of the Joint Powers Agreement and these By-Laws and has signed the Joint Powers Agreement or an amendment to the Joint Powers Agreement. *"Pool"* means the Wyoming Association of Risk Management Property Insurance Pool of Member Entities under the Joint Powers Agreement, as may be amended from time to time.

"Property Insurance Joint Powers Board" means the Wyoming Association of Risk Management Property Insurance Joint Powers Board established pursuant to Wyoming statutes and this Agreement.

Article 2

ORGANIZATION

- A. This Pool has been organized to allow government entities to jointly purchase property insurance with the goal of saving funds for the Member Entities.
- B. This Pool has also been organized to provide its Member Entities with services and benefits not available if the entity purchased insurance on its own. Among these benefits are loss control services, risk management assistance, and training in these and other areas to benefit the entities.
- C. Government entities which desire to purchase insurance through the Pool shall have the opportunity to apply to join the Pool at any time, so long as the entity agrees to the purchase of property insurance through the Pool. Applications will be considered by the Board of Directors at its next regular or special meeting once an application is received. Applicants which have been approved by a majority vote of the Board of Directors shall be considered provisional, temporary member entities of the Pool until such time as the Joint Powers Agreement has been signed by all appropriate parties.
- D. All Member Entities of the Pool must agree to purchase property insurance in accordance with the structure approved by the Property Insurance Joint Powers Board. A Member Entity may not purchase ancillary coverages such as Boiler and Machinery or Crime Insurance offered to Pool members unless the member also agrees to purchase property insurance in accordance with the structure approved by the Property Insurance Joint Powers Board.

Article 3

MEMBER ENTITIES

- A. Annual Meeting. The Annual Meeting of the Member Entities will be held within the first quarter of the fiscal year of the Joint Powers Board as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. Any item of business may be considered at the Annual Meeting. An agenda for the Annual Meeting shall be sent to each Member Entity at least five (5) days prior to the meeting. Any Member Entity requesting an item to be placed on the agenda must do so at least fifteen (15) days before the date of the meeting. At the Annual Meeting, all agenda items shall be discussed before other items of business may be introduced from the floor, except upon a majority vote of the Member Entities in attendance to change the order of discussion of the items. Matters brought from the floor may be postponed until a later meeting of the Member Entities.
- B. The Annual Meeting shall be conducted by the presiding Chairman. At each Annual Meeting, the Executive Director or the Chairman of the Board of Directors shall report to the Member Entities concerning actions taken during the year. If the election of Directors shall not be held on the day designated herein for any Annual Meeting of the Member Entities, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Member Entities as soon thereafter as may be held.
- C. Special Meetings. Special meetings of the Member Entities, for any purpose or purposes, unless otherwise prescribed by statute, may be called for by the Chairman or by the Board of Directors, and shall be called by the Chairman at the request of not less than twenty-five percent (25%) of the Member Entities. If a special meeting is requested by a majority of the Member Entities (a "Member-Called Meeting"), a meeting shall be held within five (5) days as required by statute.
- D. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Wyoming, as the place of meeting for any Annual Meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Property Insurance Joint Powers Board in the State of Wyoming.

- E. Notice of Meeting. Except for a Member-Called Meeting, written notice stating the place, day and hour of the meeting of the Member Entities and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, electronically, or by mail by or at the direction of the Chairman, or the Secretary, or the officer or other persons calling the meeting, to each Member Entity entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the Member Entity at its address as it appears in the records of the Property Insurance Joint Powers Board, with postage thereon prepaid.
- F. Quorum. Except as otherwise required by law, the Joint Powers Agreement, or these By-Laws, a quorum is required to be present to vote on any items of business at a meeting of the Board of Directors. A quorum shall consist of a majority of the members of the Board of Directors. A majority vote of those present shall be sufficient to pass on any and all matters except as otherwise specified in the By-laws or Joint Powers Agreement.
- G. Voting. At all board meetings, each board member shall be entitled to one (1) vote upon each matter submitted to a vote.
- H. Annual Budget Hearing. As required by statute, the Property Insurance Joint Powers Board shall hold an annual public hearing budget meeting at which time the final budget for the current fiscal year shall be adopted.
- I. Conduct of Meetings. Member Entities may attend and participate in any regular or special meeting, by, or through the use of, any means of communication, including electronic transmission by which all Member Entities participating may communicate with each other during the meeting. Member Entities wishing to participate through such electronic means shall notify the staff of the Executive Director at least 72 hours before the time of the meeting to allow time for arrangements to be made.

Article 4

BOARD OF DIRECTORS

- A. There is established a Board of Directors which shall be the governing body of the Pool and shall serve as trustees and decision makers of the Pool. The Board shall consist of not less than five (5) Directors as required by statute, nor more than nine (9) persons. Initially, there shall be nine (9) Directors. Each Director is entitled to one (1) vote on any item brought before the Board of Directors. The Board of Directors shall be comprised of a duly selected representative from the six (6) member entities of the WARM Liability Pool. The additional three (3) Directors shall be comprised of the membership at large remaining Member Entities of the Property Pool.
- B. Each Director shall be either a current employee or elected official of a Member Entity and a qualified elector of a county in which the Property Insurance Joint Powers Board operates. There shall not be more than one (1) Director who is an employee, official or agent of a Member Entity represented on the Board.
- C. The initial appointment of Directors shall be made by mutual agreement of the representatives of the Member Entities who were serving on the Executive Committee of the Property Insurance Joint Powers Board immediately prior to the adoption of this Agreement. The initial Board of Directors shall have staggered terms of one (1), two (2), and three (3) year terms. Thereafter, members of the Board of Directors shall be elected for three (3) year terms. Directors shall be elected at the final Meeting of the Member Entities of the Property Insurance Joint Powers Board of the fiscal year in accordance with the By-Laws, as may be amended from time to time. A Director may serve an unlimited number of terms.
- D. Any Director may be removed during the period of his or her term by the following means:
 - 1. The governing body of a Member Entity may remove its elected Director;
 - 2. The Director may voluntarily resign;
 - 3. The Board of Directors may remove a Director if he or she fails to have the qualifications required to be a Director; and
 - 4. A Director may be removed for any reason, with or without cause, by a vote of two-thirds of the remaining Directors at a regular or special meeting of the Board of Directors called for that purpose.

- E. Any vacancy occurring on the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining Directors. If the Directors in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all Directors in office. A Director appointed to fill a vacancy shall be appointed for the unexpired term of the Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the Member Entities.
- F. The Board may, at its option, hire or contract for the services of an Executive Director, employees and such other technical, legal and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds as may be agreed upon from time to time.
- G. In general, the purpose of the Board of Directors shall be to conduct those items of business that do not require action of the entire Pool but should not rest with the Executive Director only. Among its powers, duties and responsibilities shall be the following:
1. To solicit resumes, applications, conduct interviews and make recommendations to the Pool concerning the employment or contract for the services of the Executive Director;
 2. To select and approve legal counsel for the Pool;
 3. To accept or deny new Member applications;
 4. To select and approve the independent auditing firm for the Pool and to set the frequency that such services shall be submitted for competitive proposals;
 5. To approve the arrangements for any accounting services needed by the Treasurer or Executive Director to fulfill their obligations under these By-Laws;
 6. To approve the rate of compensation for any accounting services needed by the Treasurer or the Executive Director to fulfill their obligations under these By-Laws; the rate of compensation for the independent auditing firm selected, and the legal counsel of the Pool;
 7. To approve the annual budget prepared by the Executive Director prior to its submission to the Pool;
 8. To establish policy and procedure regarding the presentation of items of business to the Pool;

9. To perform any other duties and responsibilities as may be assigned by the Pool or necessary to the exercise of the corporate or statutory powers of the Pool;
 10. To approve the insurance broker for the Pool.
- H. The Board shall determine the general policy of the Pool which shall be followed by all Pool officers, agents, employees, and independent contractors employed by the Pool. In addition to the responsibilities set forth in the Joint Powers Agreement, the Board of Directors shall have the responsibility for:
1. Setting of fidelity bonding requirements for officers, employees, or other persons or firms if needed;
 2. Approval of proposed amendments to the Joint Powers Agreement and By-Laws;
 3. Approval of the acceptance of new members for temporary, provisional membership;
 4. Approval of the annual budget of the Pool before June 30 of each year;
 5. Approval of educational and other programs relating to risk reduction, management and loss control;
 6. Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members;
 7. Approval of annual and supplemental assessments for each Member;
 8. Approval of the expansion of any services, coverage or benefits provided by the Pool;
 9. To collect, invest, and administer funds for the Pool;
 10. Establish such rules and regulations regarding the payout or control of funds of the Pool as shall be appropriate;
 11. Establish rules governing its own conduct and procedure not inconsistent with the Wyoming Statutes, the Joint Powers Agreement, and the Wyoming Department of Insurance regarding Joint Powers Boards and property insurance;
 12. Assign or delegate other duties or responsibilities to Pool officers and employees, not herein set forth, as may be appropriate;
 13. Determine core coverages for Members;
 14. Determine the deductible amount, if any, and the level of self-funded coverage; and
 15. Assume additional responsibility to take additional action as may be necessary to properly govern the Pool for which provisions have not been herein set forth.

- I. Except as otherwise provided by law, the Joint Powers Agreement, or these By-Laws, a quorum is required to be present to vote on any item of business brought before the Board of Directors. A quorum shall consist of a majority of the members of the Board of Directors. A majority vote of those present shall be sufficient to pass on any and all matters except as otherwise specified in the Joint Powers Agreement or these By-Laws.
- J. No one serving on the Board of Directors shall receive any salary from the Pool. The Pool will pay actual expenses associated with meetings held to conduct business of the Pool, within budgetary limitations. The Pool may also pay travel expenses, seminar costs, including travel, registration fees, and accommodations incurred by Directors for official Pool business, subject to the approval of the Board of Directors.
- K. The Board of Directors shall annually elect a Chairman, Vice-Chairman, Secretary and Treasurer or Secretary/Treasurer to serve as its officers. Elections officers shall occur at the Board of Directors' first meeting of the fiscal year following the Annual Meeting of the Members. Officers shall be elected by simple majority vote of the Directors present. Each director shall have one (1) vote for each officer to be elected. No proxy votes or absentee votes shall be permitted.

Article 5

BOARD OF DIRECTORS MEETINGS

- A. Regular meetings of the Board of Directors shall be held at least once every three (3) months. The Board of Directors shall conduct an annual meeting following the Annual Meeting of the Member Entities, as described in the Joint Powers Agreement.
- B. Any item of business may be considered at a regular meeting. An agenda for regular Directors' meetings shall be sent to each Director at least five (5) days prior to the meeting. Any Director may request an item to be placed on the agenda fifteen days (15) days before the date of the meeting.
- C. Special meetings of the Board of Directors may be called by its Chairman, or by any three (3) Directors. If a special meeting is requested orally or in writing by a majority of the Directors, the meeting shall be held within five (5) days as required by statute. At least two (2) days written notice of special meetings shall be given to each member of the Board of Directors advising the reason for the special meeting. Business conducted at special meetings shall be limited to those items specified in an agenda distributed at the meeting.
- D. The time, date, and location of the annual, regular and special meetings of the Board of Directors shall be determined by the Chairman or by the convening authority.
- E. Written minutes of all regular and special meetings of the Board of Directors shall be kept, and a copy shall be sent to all Member Entities.
- F. Directors may participate in meetings through telephone service, videoconference, or other means of communication by which all participating may communicate with each other during the meeting. Board members wishing to attend by such means shall inform the staff of the Executive Director at least 48 hours before the time of the meeting so that arrangements can be made for the telephone service, video conference or other means for the meeting.

Article 6
OFFICERS

- A. Officers of the Pool shall consist of a Chairman, Vice-Chairman, Secretary, Treasurer, or Secretary/ Treasurer. Secretary, Treasurer or Secretary/Treasurer may serve for an unlimited number of successive terms. The Chair and a Vice-Chair positions shall serve a one-year term with the expectation that the Vice-Chair is to become Chair, upon election by the Board. For a Chair's or Vice-Chair's term to extend beyond one year, with no more than a one year extension, approval from the Board must occur. *(Amended 1/22/15)*
- B. CHAIRMAN. The Chairman shall be the chief presiding officer of the Pool and shall in general preside over all meetings of the Pool, its Directors, or its officers, and shall perform such other duties as may be assigned by the Board of Directors. Among his or her duties shall be the following:
1. To preside over all regular and special meetings of the Pool;
 2. To preside over all meetings held by the Board of Directors and officers of the Pool;
 3. To validate by signature all resolutions passed by the Pool or the Board of Directors;
 4. To validate by signature all policy established and official documentary recording of business set forth in the minutes of the Board of Directors' meetings;
 5. To validate by signature any amendment to or revisions of the Joint Powers Agreement or these By-Laws, as approved by the Pool;
 6. To serve as immediate supervisor of the Executive Director if the Executive Director is an employee of the Pool, or to monitor the performance of a contracted Executive Director;
 7. In the event of the Executive Director's inability or refusal to act within a reasonable amount of time, to assume the duties and responsibilities of that position.
- C. VICE-CHAIRMAN. The Vice-Chairman shall be the secondary presiding officer of the Pool and in the absence of the Chairman shall assume all duties and responsibilities of the Chairman. Other duties may be assigned by the Board of Directors. In the event of the Treasurer's inability or refusal to act, the Vice-Chairman shall assume the duties and responsibilities of the Treasurer as long as he or she is not currently serving in the absence of the Chairman.

D. SECRETARY. The Secretary shall be the principal recording officer of the Pool and it shall be his or her responsibility to attest to the validity of all policy established in all meetings of the Pool, its Directors or officers, as well as all documentary records of the Pool. In general he/she shall be required to attest the signature of the Chairman, Vice-Chairman or other officers of the Pool, and sign other documents requiring his/her signature as may be required by statute or regulatory agencies.

1. In the absence of the Vice-Chairman, the Secretary shall assume all duties and responsibilities of the Vice-Chairman. Other duties may be assigned by the Board of Directors.

E. TREASURER. The Treasurer shall be the principal financial officer of the Pool and shall in general serve as the custodian of all funds, monies, securities, and other invested assets of the Pool, subject to the control and direction of the Board of Directors. Among his/her responsibilities shall be the following:

1. To provide, in coordination with the Executive Director, a professional accounting service;
2. To verify the deposit of all monies in the name of the Wyoming Association of Risk Management, and to verify and follow the investment policy of the Association and the statutes of the state dealing with investment of public funds;
3. To authorize all disbursements from the Association funds when due and in a timely fashion, and in such amounts as are required to meet the financial obligations of the Association. However, all disbursements shall be approved only upon receipt of a voucher and appropriate supporting data containing the name and address of the payee, the amount due, and the purpose of the transaction, or instruction regarding monthly accounts payable or payroll functions, which have been approved and signed by the Executive Director;
4. To issue and/or sign checks in concert with the Executive Director as are consistent with the above duties and responsibilities;
5. To provide an annual financial statement which has been subjected to an independent audit by a Certified Public Accountant selected as hereinafter set forth, to all members of the Board of Directors and the official representative of any member not represented on the Board of Directors;

6. Upon expiration of his/her term in office, the Treasurer shall deliver to his successor all unexpended monies, securities, books, records, and other assets to the Association which are in his possession.

F. SECRETARY/TREASURER. If desired, the Board shall elect a Secretary/Treasurer in lieu of a separate Secretary and Treasurer. The Secretary/Treasurer shall have all of the responsibilities of both positions described herein.

F.G. VACANCIES. Any vacancy in an office (whether one or more) which results from the death, resignation, disqualification, or removal of an officer, or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term(s) by election in accordance with Article 4, Paragraph K. of these Bylaws.

Article 7

EXECUTIVE DIRECTOR

A. The Executive Director shall be the principal executive officer of the Pool and act on behalf of and on the part of the Pool and shall in general supervise and control the day-to-day operations of the Pool and shall carry out the policy of the Pool as established by the Board of Directors or the Pool. Among his/her duties shall be the following:

1. He/She shall be the custodian of the corporate seal of the Pool. His/Her signature shall be required on any contract, agreement, correspondence, or other document, other than checks, his/her own employment contract, or his/her other employment benefits, that the Board of Directors or the Pool has authorized to be executed or as otherwise herein set forth, but subject to all limitations, restrictions, and controls herein contained;
2. Coordinate with the Treasurer for obtaining a complete accounting of all financial transactions;
3. To deposit all monies in the name of the Wyoming Association of Risk Management Property Insurance Pool, and invest the funds of the Pool as are not immediately required for disbursement in such securities as shall be authorized pursuant to Wyoming law regarding political subdivisions;
4. He/She may sign any of the following contracts or agreements commensurate with administrative operations within budgetary limitations or as otherwise herein specified, without prior approval of the Pool, the Board of Directors, or the officers of the Pool:
 - i. Lease, purchase, or rental of office equipment, machines, furniture, or fixtures;
 - ii. Lease or rental of real property to be used as an administrative office;
 - iii. Service for office machines, equipment, or maintenance of the administrative office;
 - iv. Purchase of office supplies;
 - v. Incidental execution of administrative services necessary for the proper execution of administrative functions or specific assignments of the Pool or the Board of Directors.
5. He/She shall have the authority to authorize the expenditure of funds in excess of a specific budgetary line item other than for salaries and employee benefits, for

- any purpose that is necessary, unexpected, unavoidable, so long as the Pool possesses sufficient funds to cover said transactions. Excess expenditures shall be fully reported and disclosed at the next meeting of the Board of Directors;
6. He/She shall prepare a proposed annual budget and proposed annual Pool assessment, and where required, supplemental assessments, and shall submit such proposals to the Board of Directors and the Pool;
 7. He/She shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors;
 8. He/She shall have the authority to approve settlement or denial of claims and, for those claims against the self-funded coverage, decide the amount, if any, to be paid for each claim to be settled;
 9. At each regular meeting of the Pool and each regular meeting of the Board of Directors and at such other times as shall be required, he/she shall present a full report of his/her activities;
 10. He/She shall report quarterly in writing to all Member Entities on all claims filed and payouts made;
 11. He/She shall, within the constraints of the approved or amended budget, employ all professional, secretarial, clerical, and other subordinate employees of the Pool;
 12. He/She shall receive and process all applications for membership. He/She may publicize the existence of the Pool to non-member governmental entities to advise them of the advantages of the Pool and to attract additional members;
 13. He/She shall maintain liaison relationships and coordinate with insurance brokers, companies, claims adjusters, loss prevention firms, and all other persons necessary and convenient to accomplish the purposes of the Pool;
 14. He/She shall serve as custodian of the original By-Laws, any amendments or resolutions thereto, any contracts, documents, and all other permanent records of the Pool;
 15. He/She shall be the registered agent of the Pool and fund administrator;
 16. He/She shall prepare and file, as approved by the Pool, any amendments or revisions of By-Laws with all necessary state agencies, as well as distribute copies to all service contractors and members of the Pool;

17. He/She shall process any and all information and documentation necessary for the renewal of the Pool's property insurance program;
18. He/She shall perform any other duties or responsibilities assigned to him by the Pool or the Board of Directors;
19. The Executive Director and all other employees of the Pool shall be compensated for their services to the Pool as determined by the Board of Directors. The Executive Director and Pool staff may be employees of the Pool or may be hired through a contract for services, at the option of the Board of Directors;
20. He/She shall be the contact person for changes in coverage, additions/deletions to property, and other matters which affect coverage and premiums.

Article 8

LIABILITY OF DIRECTORS OR OFFICERS

- A. The members of the Board of Directors and officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith; nor for any action taken or omitted by any agent, employee, or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest.
- B. Pursuant to W.S. § 17-19-842, no Director shall be individually liable for any action taken by the Pool.

Article 9

OBLIGATIONS OF MEMBER ENTITIES

- A. The obligations of all Member Entities of the Pool shall be as follows:
- B. To purchase property insurance through the Pool and to pay to the Pool any annual and supplementary assessments of the Pool at such times and in such amounts as shall be established by the Board of Directors or the Pool.
- C. To select a person to serve as the Member Entity's authorized representative for the Pool.
- D. To allow the Pool reasonable access to all facilities of the Member Entity and to all records including, but not limited to, financial records which relate to the purpose or powers of the Pool.
- E. To cooperate with attorneys employed by the Pool or by the Pool's selected insurance company in investigation, settlement discussions, and all levels of litigation arising out of any property or coverage dispute related to the policy issued by the insurance company.
- F. To furnish full cooperation with the Pool's attorneys, claims adjusters, the Executive Director, and any agent, employee, officer, or independent contractor of the Pool relating to the loss.
- G. To follow in its operations all loss reduction and prevention procedures established by the Pool within its purpose and powers.
- H. To furnish to the Pool or the Pool's selected insurance company building and property location values, new purchases or construction and all other matter needed to determine premiums and values.
- I. To report to the Pool or the Pool's selected insurance company within 30 days of the member receiving notification, all incidents which could result in the Pool or insurance being required to consider a loss to property. If a Member Entity fails to meet this obligation, the Member Entity may be excluded from the Pool in accordance with the procedures set forth in the Joint Powers Agreement of the Pool, as may be amended from time to time.
- J. To give notice of withdrawal from the Pool at least twelve (12) months prior to withdrawal.

Article 10

TYPES AND AMOUNTS OF COVERAGE

The type and amount of coverage to be provided by the Pool is as follows:

- A. Coverage Provided - All of the Member Entities shall be provided property insurance coverage as is outlined in the structure of the property insurance program approved by the Pool for each fiscal year.
- B. Deductibles - All Member Entities shall pay their own deductible for losses that occur at the Member Entity. The deductible for losses that occur among two or more Member Entities will be shared equally or as is provided in the policy.

Article 11

FINANCES AND RISK MANAGEMENT POOL

- A. The fiscal year of the Pool shall commence on July 1 and end on June 30 of the following year.
- B. The Pool shall, after approval of the final budget, determine each Member Entity's contribution to the budget for the upcoming fiscal year.
- C. The Pool shall provide to all Member Entities an annual financial statement prepared in accordance with generally accepted accounting principles, audited by a Certified Public Accountant, at the end of each fiscal year in accordance with generally accepted auditing standards.
- D. The Pool shall, through the Treasurer of the Pool, be responsible and accountable for all assets of the Pool.

Article 12

EXPULSION OF MEMBER ENTITIES

- A. A two-thirds majority vote of all Directors is required to expel any Member Entity.
- B. A Member Entity may be expelled for one or more of the following reasons:
 - 1. Failure to give full, honest and correct information in applications;
 - 2. Failure to timely pay assessments or contributions when due to the Pool;
 - 3. Failure to undertake or continue lawful loss reduction and prevention procedures adopted by the Pool;
 - 4. Failure to allow the Pool reasonable access to all facilities of the Member Entity and all records which relate to the purpose or powers of the Pool;
 - 5. Failure to cooperate with the Pool attorneys, claims adjusters, the Executive Director, and any agent, employee, officer or independent contractor of the Pool relating to the purpose and power of the Pool; and
 - 6. Failure to carry out any obligation of a Member Entity thereby impairing the ability of the Pool to carry out its purpose and power.
- C. No Member Entity may be expelled except after notice and an opportunity for a hearing before the Board of Directors on the alleged grounds along with a reasonable opportunity of not less than thirty (30) days nor more than ninety (90) days to cure the alleged grounds. The Member Entity may request a hearing before the Board of Directors before any final decision is made as to whether expulsion shall take place. Such request must be received by the Chairman by the date of expiration of the time allowed to cure the alleged grounds. If a hearing is requested, the hearing shall be conducted as is outlined in the Joint Powers Agreement.
- D. The Board of Directors shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board of Directors to expel a Member Entity after notice and hearing and a failure to cure the alleged grounds shall be final. Upon expulsion, the Pool shall not be responsible for providing insurance coverage for the expelled Member Entity.

Article 13

TERMINATION OF ASSOCIATION

- A. Termination of the Pool shall require a meeting of the Member Entities and shall require a two-thirds vote of all Member Entities and shall not be finalized until all financial obligations of the Pool have been satisfied.
- B. If the Pool is dissolved, each Member Entity shall remain fully obligated for its pro rata share of any claim against the assets of the Pool due to an occurrence taking place during the term of membership, along with any other unfulfilled obligation, including but not limited to calls for supplementary assessments for years of their membership which may be called for in subsequent years. In the event the Pool is dissolved during the winding up process, the Pool shall continue to meet on such a schedule as shall be necessary to carry out the conclusion of the affairs of the Pool.
- C. Any distribution of funds to former Member Entities shall be made only after all financial obligations of the Pool have been satisfied, to include settlement of all outstanding and incurred but not reported claims within the statute of limitations, and the payment of necessary expenses. At that time any remaining funds shall be distributed to the former Member Entities in the amount to be determined by the Pool to be fair and equitable. Such distribution of funds shall be made within thirty (30) days of the date that it is determined that all financial obligations have been met.
- D. In the event that the State of Wyoming should rescind the statute authorizing this Pool the following shall occur:
 - 1. The Pool shall suspend those operations which it is not allowed by law to continue and otherwise proceed;
 - 2. The Pool shall take such steps as are necessary for the Pool's continuation in whatever legal form as might be permissible.

Article 14

TERMINATION OF MEMBERSHIP

- A. Any Member Entity may voluntarily terminate its membership in the Pool upon twelve (12) months' notice of the Member Entity's intent to withdraw. The twelve months' notice will be measured from the renewal date of July 1st.
- B. Liquidated Damages. If a Member Entity breached its obligation to provide twelve months' notice of its intent to withdraw from the pool as provided by the Joint Powers Agreement, that Entity will be assessed and will pay a percentage of the next fiscal year's contribution as liquidated damages as follows:
1. Notice provided July 1st – December 1st – 25% of member contribution
 2. Notice provided December 2nd – March 1st – 50% of member contribution
 3. Notice provided March 2nd – March 31st – 75% of member contribution
 4. Notice provided after April 1st – 100% of member contribution

The Parties agree that qualifying the Pool's losses from an Entity's breach is inherently difficult to determine and acknowledge that a failure to provide a timely notice of withdrawal impacts the other Member Entity contribution assessments and the ability to purchase adequate coverage for all members of the Pool. The Parties further stipulate that that calculation and imposition of these liquidated damages is not a penalty but is rather a reasonable measure of the damages of the Pool depending on the amount of notice provided by the Member Entity of its intent to withdraw.

The liquidated damage assessment and payment is in consideration for damages resulting from lack of written notice of the intent to withdraw as required in section A. It does not provide property coverage for the next fiscal year.

- C. A withdrawing Member Entity or a Member Entity that is removed from the Pool by an action of the Pool or Board of Directors shall be fully obligated to pay any amounts owed the Pool including its pro rata share of any supplemental assessments called for which apply to its term of membership. Such pro rata share shall be determined by the Board of Directors based on the number of years in the Pool and other fair and equitable means. Any funds held by the Pool for the terminating Member Entity or amounts owed to the terminating Member Entity by the Pool may be used to offset any obligations the terminating Member Entity may have to the Pool.

- D. A Member Entity which voluntarily withdraws from the Pool or is removed from the Pool by action of the Pool or the Board of Directors may not reapply for membership in the Pool for two (2) years from the date of removal or withdrawal.

Article 15

CONTRACTUAL OBLIGATION

- A. This document shall constitute a contract among those governmental entities which become Member Entities.
- B. The obligations and responsibilities of the Member Entities set forth herein, including the obligations to take no action inconsistent with these By-Laws shall remain a continuing obligation and responsibility of the Member Entity. The terms of this contract may be enforced in a court of law either by the Pool itself or by any of its Member Entities. The consideration for the duties herewith imposed upon the Member Entities to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Member Entities set forth herein. The contracting parties intend in the creation of the Pool to establish an organization for joint purchasing of property insurance within the scope herein set out and have not herein created as between Member Entities any relationship as surety, indemnitor, or responsibility for the debts of or claims against any Member Entity.
- C. In the event of a conflict between the provisions of these By-Laws and the provisions of the Joint Powers Agreement, the Joint Powers Agreement shall govern to the extent of the conflict.

Article 16
AMENDMENTS

16.1 These By-Laws may be amended at any ~~regular or special~~ meeting of the Board of Directors of the Association. ~~time by the Member Entities at a regular or special meeting of the Member Entities called for that purpose. All Member Entities shall have at least 30 days notice of the text of the proposed amendments. Amendments must be approved by a majority of all of the Member Entities.~~

16.2 Notice of the proposed amendments must be presented to the Board members at least ~~40~~ 7 days prior to the next scheduled Board meeting.

16.3 A majority vote of all Board members is required to approve a proposed amendment. If such amendment is approved, it shall take effect immediately or upon such date as is stated in the amendment if such date should be specified.

REVISED FORMAT OF THE WARM PROPERTY INSURANCE JOINT POWERS BOARD BY-LAWS APPROVED AND ADOPTED THIS ~~29TH-3RD~~ DAY OF ~~DECEMBER, 2025.OCTOBER,~~ 2020.

WYOMING ASSOCIATION OF RISK MANAGEMENT
PROPERTY INSURANCE JOINT POWERS BOARD

VALIDATED:

BOARD CHAIR

ATTEST:

SECRETARY/TREASURER