

EXHIBIT B

[To Be Put on Letterhead of City Attorney]

September 15, 2025

First National Bank of Omaha
3430 Grand Avenue
Laramie, WY 82070
Attn: Justin Christenson

Hathaway & Kunz, LLP
P.O. Box 1208
Cheyenne, WY 82003-1208
Attn: Rick A. Thompson

RE: Lease and Option to Purchase Agreement, Series 2025, Dated September 15, 2025 between First National Bank of Omaha, as Lessor, and City of Laramie, Wyoming, as Lessee

Gentlemen:

As legal counsel to the City of Laramie, Wyoming (the "Lessee"), I have examined (1) an executed counterpart of the Lease and Option to Purchase Agreement, dated September 15, 2025 (the "Agreement"), between First National Bank of Omaha (the "Lessor") and Lessee, which, among other things, provides for the lease with an option to purchase of certain property (the "Equipment") from Lessor to Lessee, (2) an executed counterpart of the Authorizing Resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (3) such other opinions, documents and matters of law as I consider necessary in connection with the following opinion.

Based on the foregoing, I am of the following opinion:

1. Lessee is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Wyoming.
2. Lessee has the requisite power and authority to execute and deliver the Agreement and to incur and perform the obligations of Lessee set forth in the Agreement.
3. The Agreement has been duly authorized and executed by Lessee and is a valid and binding agreement of Lessee enforceable in accordance with its terms, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application or of application to municipal corporations or public entities such as Lessee affecting remedies or creditors' rights.
4. The authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby, including without limitation the

acquisition and operation of the Equipment, have been performed in accordance with all open meeting laws, public bidding laws and other applicable laws.

5. Lessee has obtained all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the acquisition and operation of the Equipment.

6. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

7. The Agreement will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which Lessee or its properties are bound.

8. There is no proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined would adversely affect the validity or enforceability of the Agreement, the ability of Lessee to perform its obligations under the Agreement, the transactions contemplated by the Agreement or the security interest of Lessor or its assigns in the Equipment.

In rendering this opinion, I make no representation as to the exclusion of the interest component of the Rental payments from the gross income of the recipients thereof from federal income taxation.

Sincerely,