

Wyoming Business Council **BOARD OF DIRECTORS MEETING**

September 9-10, 2020 · Kemmerer, Wyoming



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Creating New Opportunities For Wyomingites

Board of Directors Agenda | September 2020 Regular Meeting | By Zoom Webinar

All webinar sessions may be found at: <https://zoom.us/j/295704768>

All times are approximate and subject to change

Wednesday, September 9

Dress code is business casual

2:00 p.m. Convene Public Meeting – Co-chair Mike Easley

- Pledge of Allegiance (*all participants will be muted*)
- Roll call of Board Members – WPMA NOTICE: *This portion of the meeting is a work session only and will not include discussion or transaction of public business.*

2:05 p.m. Virtual Community Tour: Kemmerer – Western Regional Director Elaina Zempel

- Remarks from Kemmerer Mayor Anthony Tomassi and Diamondville Mayor Mark Langley
- Lincoln County Flyover Video, highlight of WBC Projects
- Q&A Session with Industry Leaders
 - Rob Piipoo, President and General Manager, Westmoreland Kemmerer, Inc.
 - Roger Holt, Plant Managing Director, PacifiCorp Naughton Plant
 - Ron Schramm, Supervisor, Williams Companies
 - Pam Heatherington, Asset Manager, ExxonMobil

3:50 p.m. Preview of Thursday Business Meeting Agenda – Co-chair Mike Easley

3:55 p.m. Recess Public Meeting

Thursday, September 10

Dress code is business attire

8:00 a.m. Re-convene Public Meeting – Co-chair Mike Easley

- Pledge of Allegiance (*all participants will be muted*)
- Roll call of Board Members
- Welcome Remarks from Kemmerer Mayor Anthony Tomassi
- **ACTION ITEM:** Consideration of approval of September 2020 Consent Agenda items:
 - [Minutes from May 2020 Regular Meeting By Webinar](#)
 - [Minutes from May 29, 2020 Special Meeting by Webinar](#)
 - [Minutes from July 14, 2020 Special Meeting by Webinar](#)
 - [Minutes from August 14, 2020 Special Meeting by Webinar](#)
- [Field Operations](#)

8:15 a.m. CEO Report – Chief Executive Officer Josh Dorrell

- Business Relief Program Update

8:30 a.m. Strategy Discussion – Chief Strategy Officer Sarah Fitz-Gerald

9:30 a.m. Morning Break – *All participants will be muted*

Section A

9:45 a.m. Business Contract and Loan Standing Committee – Chairman Jason Kintzler

- [Challenge Loan Quarterly Report](#) – Economic Development Finance Manager Josh Keefe
 - **ACTION ITEM:** Consideration of acceptance of quarterly Challenge Loan report
- [Amendment Two to the Contract Between Wyoming Business Council and Warehouse Twenty One, Inc.](#) for continued Business Relief Programs communications and PR services – Strategic Partnerships Director Ron Gullberg
 - **ACTION ITEM:** Consideration of staff recommendations
- [Contract Between Wyoming Business Council and Wyoming Women's Business Center, Inc.](#) – Business Development Director Brandon Marshall – (Page 36)
 - **ACTION ITEM:** Consideration of staff recommendations
- **FY21 University of Wyoming Economic Development Vision** – Chief Strategy Officer Sarah Fitz-Gerald, UW President Dr. Ed Seidel

Section B

11:00 a.m. Personnel, Budget and Audit Standing Committee – Chairwoman Kathy Tomassi

- [Quarterly Financial Update](#)– Chief Operating Officer Amy Grenfell
 - **ACTION ITEM:** Consideration of acceptance of quarterly financial report
- [Personnel Report](#)
- **FY20 Fiscal Audit Update**

11:30 a.m. Lunch Break

12:00 p.m. Wyoming Main Street Advisory Board Update – Wyoming Main Street Manager Linda Klinck, Chairman Matt Ashby

12:15 p.m. Wyoming Council for Women Update – Chief Strategy Officer Sarah Fitz-Gerald, WCW Chairwoman Jennifer Wilmetti

12:30 p.m. Wyoming Broadband Advisory Council Update – Broadband Manager Ryan Kudera, Broadband Council Chairwoman Lauren Schoenfeld

- **ACTION ITEM:** Consideration of appointments to the Wyoming Broadband Advisory Council
- **ACTION ITEM:** Consideration of amendments to ConnectWyoming applications

Section C

1:15 p.m. Community Grant and Loan Standing Committee – Chairwoman Erin Moore

- [Allocation Memo](#)– Community Development Director Julie Kozlowski
- **Community Development Manager Noelle Reed, BRC Program Manager Karen Fate and Grants Projects Manager John Wendling will present recommendations on the following project applications:**

[Town of Greybull](#)

[Sheridan County](#)

BRC Applications Received June 1, 2020				
Applicant	Project	Type	Request	Staff Recommendation
Greybull, Town of	Greybull Business Park Phase II	CD - Readiness	\$ 600,000	\$ 600,000
Sheridan County	Red Grade Trails	CD - Enhancement	\$ 500,000	\$ 500,000
Total Requests			\$ 1,100,000	\$ 1,100,000
Total BRC Funding Available				\$ 44,829,702
FY21 BRC Funding Available				\$ 22,414,851
FY21 Funds remaining if awarded				\$ 21,314,851

ACTION ITEM: Consideration of staff recommendations for each project

- [Business Ready Community Rule Promulgation](#)
- [Business Ready Community Grant and Loan Program Rules](#)
- **ACTION ITEM:** Consideration of adoption of amended program rules

3:00 p.m. Other Board Matters

- **Standing Committees** will meet by teleconference this quarter during the week of November 2:
 - **Community Grant and Loan:** Tuesday, November 3 at 10:00 a.m. to 12:00 p.m.
 - **Personnel, Budget and Audit:** Wednesday, November 4 at 10:00 to 11:00 a.m.
 - **Business Contract and Loan:** Friday, November 6 at 10:00 to 11:00 a.m.
- **Next Regular Meeting of this Board:** December 9-10 (*tentatively at Cheyenne*)

3:15 p.m. Adjourn Public Meeting

Minutes from May 2020 Regular Meeting By Webinar

Thursday, May 7, 2020 | by Zoom Webinar

BOARD PRESENT: Erick Arens, Chuck Brown III, Kim DeVore, Mike Easley, Ron Harvey, Allen Hoopes, Cindy Johnson, Chuck Kenyon, Jason Kintzler, Alex Klein, Erin Moore, Pam Thayer, Kathy Tomassi

STAFF PRESENT: Bert Adam, Sue Akey, Warren Appel, Terri Barr, Chava Case, Josh Dorrell, Karen Fate, Sarah Fitzgerald, Amy Grenfell, Ron Gullberg, Brandi Harlow, Sherry Hughes, Josh Keefe, Julie Kozlowski, Ryan Kudera, Justin Mabie, Brandon Marshall, Lyndsay Orr, Marcio Paes-Barreto, Ben Peterson, Kim Porter, Amy Quick, Noelle Reed, Debbie Richardson, Kim Rightmer, Jill Tregemba, Heather Tupper, John Wendling, Elaina Zempel

CONVENE PUBLIC MEETING

Co-chair Mike Easley called the meeting to order at 8:00 a.m. and led the board in the Pledge of Allegiance. Roll was called and quorum was established.

- **ACTION ITEM:** Motion to approved May 2020 Consent Agenda items by Ms. Johnson, second by Mr. Kintzler, and no discussion or corrections. Motion carried unanimously.

CEO REPORT

Chief Executive Officer Josh Dorrell gave the board a review of the recent changes to operations at the WBC as it pertains to budgets, new staff additions, and operating efficiencies. Dorrell explained the litany of changes necessitated from the COVID-19 response, including changes to processes and safeguards to protect WBC staff, and adding layers of support to the team of regional directors. He also spoke of the many services WBC employees continue to provide, including the recent business information and listening sessions, and the CDBG Imminent Threat Grants made to support production of hand sanitizer and PPE.

Dorrell also spoke to adjustments to the WBC strategy to fuel the tourism industry and help stimulate the economy following the recent pandemic, including the support to the Business and Finance Task Force through the Governor's office.

BROADBAND ADVISORY COUNCIL

Broadband Manager Ryan Kudera joined the meeting to present the Broadband Council's recommended removal of BBAC member Erik Rasmussen for non-participation, as well as the commencement of the recruitment process to fill another vacancy on the Broadband Advisory Council.

- **ACTION ITEM:** Motion to affirm BBAC recommendation to remove Erik Rasmussen by Ms. Moore, second by Mr. Hoopes, and no discussion. Motion carried unanimously.

BUSINESS CONTRACT AND LOAN STANDING COMMITTEE

Economic Development Finance Manager Josh Keefe presented the quarterly Challenge Loan report.

- **ACTION ITEM:** Motion to approve quarterly Challenge Loan report by Mr. Brown, second by Mr. Kenyon, and no discussion. Motion carried unanimously.

Keefe then presented the annual Challenge Loan report to the board, demonstrating satisfactory performance over the previous year.

- **ACTION ITEM:** Motion to approve annual Challenge Report by Mr. Kenyon, second by Mr. Klein, and no discussion. Motion carried unanimously.

Keefe concluded by presenting the Annual SBIC Report.

- **ACTION ITEM:** Motion to approve annual SBIC report by Ms. Johnson, second by Ms. Thayer, and no discussion. Motion carried unanimously.

Chief Strategy Officer Sarah Fitz-Gerald presented the proposed BRN Contract for FY21 and spoke of the continued changed and streamlining happening with those programs, and the improved dialog with stakeholders and the WBC.

- **ACTION ITEM:** Motion to approve FY21 BRN Contract as-presented by Mr. Hoopes, second by Ms. Tomassi, and no discussion or edits. Motion carried unanimously.

Business Development Director Brandon Marshall presented the proposed Amendment One to the contract with Advance Commercial Provider, Ltd. for continued operation of the Wyoming Asia Pacific Trade Office in Taiwan. Marshall spoke of the growth in relationships and the work of the contractor, Chester Chu, in opening new channels for Wyoming products and businesses.

- **ACTION ITEM:** Motion to approve Amendment One as-presented by Mr. Brown, second by Ms. Moore, and no discussion or edits. Motion carried unanimously.

COMMUNITY GRANT AND LOAN STANDING COMMITTEE

Community Development Director Julie Kozlowski led the board on a review of the Business Ready Communities budget and allocation plan, as well as gave a preview of the requests for consideration at this meeting totaling \$2,062,500, with staff recommending a total of \$1,617,500.

Saratoga Carbon County Impact JPB

Community Development Manager Noelle Reed introduced a Community Readiness request from the Saratoga Carbon Co Impact Joint Powers Board (JPB) for a \$1 million BRC grant for water and sewer infrastructure extension to a site located on the west end of the Town of Saratoga. This project will expand water and sewer infrastructure to a site targeted for commercial growth as outlined in the Town of Saratoga's 2016 Comprehensive Master Plan, as well as assist in the construction of a new 42,000 square-foot health care facility to be located in the proposed site.

This project will assist in retaining 25-36 employees at the Saratoga Medical Clinic/Pharmacy as well as the nursing facility which will become part of the new medical facility. It will also allow for medical services to be located in town that would otherwise require residents to travel to other communities. Other benefits of this project include complementing other large employers in the area, assisting in the future development of hotels/motels, service-related development, etc., and allow for existing businesses to benefit from the water and sewer extension.

The \$1 million grant will be matched with a \$200,000 cash match from the Gretchen Swanson Family Foundation. Since the submission of the grant application, the site location changed from the south end of town to the west end of town.

The community is still finalizing the revised cost estimates, but it is anticipated that the cost will be reduced significantly. However, until those costs are finalized staff will recommend funding the requested \$1 million grant and adjust the budget and grant agreement accordingly.

Attendees from the community showing support and further explaining the project included Will Faust, PVHP; Richard Raymer, SCCIJPB; Craig Kopasz, Engineering Associates; Laura Bucholz, Corbett Medical Foundation; Karl Rude, HMS; Sonja Collamer, PVHP; and George Haigh, PVHP.

Ms. Tomassi asked how many new employees this could create and if the community had enough housing availability to accommodate that. The community stated that there would be a total of 59 FTE's, but they anticipate that some will be

backfilled by residents who have to travel elsewhere for work. Furthermore, the community has spent the last 5 years looking at potential for new housing development.

- **ACTION ITEM:** Motion to approve staff's recommendation for the Town of Saratoga request by Ms. DeVore, second by Mr. Harvey.

Mr. Klein asked if they needed the entire \$1 million if costs could be reduced. Kozlowski stated that staff is recommending the \$1 million request as the community is still finalizing those cost estimates. She added that it is easier to approve the higher amount now and then reflect any changes in the grant agreement.

Ms. DeVore amended her motion to approve staff's recommendation up to \$1 million, second amended by Mr. Harvey. Motion carried unanimously.

City of Laramie

Reed introduced a \$475,000 Community Enhancement grant request from the City of Laramie for the enhancement of gateways into the community, purchase and installation of overhead banners to advertise local events, and the purchase and installation of wayfinding signage throughout the community. This project will help set the stage for the Wyoming Department of Transportation's multimillion-dollar reconstruction of Third Street, as well as complement the city's Catalyst Redevelopment and Reinvestment pilot program.

Funding partners for this project include the Laramie Main Street Alliance (\$45,000 cash match), University of Wyoming (\$15,000 cash match), Albany County Tourism (\$15,000 cash match), Laramie Chamber Business Alliance (\$9,167 cash match), and the City of Laramie (\$35,833 cash match and \$6,000 in-kind match in equipment, project management, and employee time in demolition of existing signs).

Todd Feezer, Laramie Assistant City Manager, gave a presentation to the board to further explain the project. Trey Sherwood, Downtown Laramie Executive Director, also made comments in support of the project and discussed how COVID-19 has changed the tourism industry and the importance of showing an active and vibrant community.

Mr. Kintzler asked if any of the community's 5% lodging tax was being used for this project. Mr. Feezer stated that the Visit Laramie is funded through the lodging tax, and they are contributing to the project in the amount of \$15,000. Kintzler asked if there were other funding sources available since this project seemed tourism-heavy. WBC CEO Josh Dorrell stated that the WBC has an obligation to the whole State of Wyoming, not just one community. Our goal is to set Wyoming apart. Additionally, the timing of things is critical, and precedent will not always dictate how we review projects.

Mr. Easley stated that the ROI for this project is difficult to determine and that it might not align with the WBC Strategic Plan. He added that there are a lot of partners involved, but the amount of money they are contributing may show the value they place on this project. He asked if this was the most local contribution that can be put forth.

Mr. Feezer stated that he hasn't asked those partners if they could increase their match.

Ms. Tomassi stated that this was listed as #7 on the Thrive Laramie Plan, so it did not seem like it was a priority project for the community. Ms. DeVore added that the board cannot go back to previous boards or plans and that we want to support community's highest priority projects.

Laramie City Manager Janine Jordan stated that this is a very high priority for the community. She added that the Thrive Plan was recently completed, and even though it is #7 in the Plan that does not mean it is the 7th highest priority project.

The Laramie City Council approved the project unanimously and have been planning this for 5 years. Furthermore, City Manager Jordan stated that to get this project completed they needed additional funds, as Laramie is the second lowest or lowest in terms of per capita revenue capture.

Ms. Johnson echoed Ms. DeVore's comments. She also asked how the community plans to maintain signs if the City has a cashflow shortage. City Manager Jordan stated that the City will install and maintain the signs and will budget for those expenditures.

Mr. Kintzler added that from a strategy component, it is not just about line items on the WBC Strategic Plan; the intent of it is more about focus and diversification. He then added that Laramie's Next Generation Sector Partnership focus is construction, not tourism. With limited resources, Mr. Kintzler encouraged the community to decide who they want to be.

- **ACTION ITEM:** Motion to approve staff's recommendation of do not fund for the City of Laramie request by Ms. Tomassi, second by Ms. DeVore, and no further discussion. Motion carried unanimously.

Washakie County

Reed introduced a \$500,000 Community Enhancement grant request from Washakie County for renovations of the former Ace Hardware Building to be used for the Washakie County Library, Worland-Ten Sleep Chamber of Commerce, and the Washakie Development Association (WDA), the local economic development organization. Space will be created in the new library space for three coworking spaces, workforce training classes, and entrepreneurial networking/mentoring events.

This project has also enabled a domino effect of economic development projects throughout downtown Worland.

When Shopko went out of business in town, an empty building was left that was located on the edge of downtown. This gave the local Ace Hardware store the ability to expand their operations and relocate to the old Shopko building. The community took advantage of these opportunities by moving forward with their library project by proposing renovations to the Ace Hardware building to be used for the Washakie Co Library and other economic/community development services.

The local match for this project is 82% of total project costs. The community has raised over \$1 million in private donations, and the remaining cash and in-kind matches are being funded by the WDA and Washakie County.

Attendees from the community showing support for the project include Fred Frandson, Washakie Co Commission Chair; Mike Greear, State Representative from HD27 and CEO, Wyoming Sugar; Aaron Anderson, Washakie Co Commissioner; Becky Dooley, RT Communications and WDA board member; Steve Radabaugh, Worland-Ten Sleep Chamber of Commerce; LeAnn Baker, WDA Executive Director; Landis Benson, Real Living Hake Realty; Terry Wolf, Washakie Co Commissioner; Karen Funk, Washakie Co Libraries Director; and Sheri Gunderson, Washakie Co grant writer. Washakie Co Commission Chair Frandson stated that this project has been ongoing since 2007. The Ace Hardware expansion has already created 6 new jobs with 4 more employees anticipated. Furthermore, they anticipate 30 contract employees to renovate the proposed building, and a daycare is interested in renovating the old library building for their future facility.

Representative Greear stated that this project fits in with the vision; the community currently lacks internet services and this library would really benefit the youth. Ms. Dooley added that her company has 56 employees and they are strong supporters of the library. Mr. Radabaugh also added other benefits include increased downtown foot traffic, coworking space availability, locating the Chamber downtown, and the Chamber is already planning "Lunch & Learn" events.

Ms. Moore stated that it is very exciting to see a community pull together and present a high priority project. She added that this project is a breath of fresh air and is turning a negative (Shopko closure) into a positive.

Mr. Easley stated that in terms of ROI, there is quite a bit of return for a \$500,000 grant. Board member Kintzler added that he is a big proponent of renovating an old building versus building a new one, as well. Ms. DeVore stated that this project exemplifies the type of project for this size community, and that the community obviously did a lot of planning and obtained a large match. Mr. Harvey agreed, stating hats off to the community.

- **ACTION ITEM:** Motion to approve staff's recommendation for the Washakie County request by Ms. Thayer, second by Mr. Kenyon.

Ms. DeVore reiterated her appreciation for the ask and bringing such a great match. She stated this project is an absolute pleasure and slam dunk.

Motion carried unanimously.

City of Evanston/Uinta County joint project

Reed introduced a joint project from the City of Evanston and Uinta County, both requesting \$25,000 each in Planning grant funds for a feasibility study. This will include a detailed architectural/engineering assessment and redevelopment plan for a portion of the existing historic Wyoming State Hospital (WSH) campus for various economic, educational, community and other development opportunities. The WSH campus is currently owned and used by the WY Department of Health. Most of these buildings will be vacated in 2021 once the new WSH facility is completed. The WY Department of Health does not have the funds to do any future studies or renovations to the campus and are poised to turn the property over to Evanston in the future.

The WSH campus is approximately 100 acres consisting of 35 structures. This plan will specifically evaluate 6-10 structures on the eastern end of campus. The completed plan will provide valuable, concrete data about the viability of the designated structures and how they can be best preserved, razed and/or renovated for other opportunities. The grant will be matched with a \$50,000 EDA grant, which is currently pending.

- **ACTION ITEM:** Motion to approve staff's recommendation for the Town of Evanston request by Ms. Thayer, second by Ms. DeVore, and no further discussion. Motion carried unanimously.
- **ACTION ITEM:** Motion to approve staff's recommendation for the Uinta County request by Mr. Kenyon, second by Mr. Hoopes, and no further discussion. Motion carried unanimously.

Town of Moorcroft

Reed introduced a \$18,750 Planning grant request from the Town of Moorcroft for a feasibility study for the improvement and growth of the Moorcroft Town Center. The Town Center previously served as an elementary school but did not meet Crook County School District standards and was deeded to the town in 2010/2011. The building was constructed in the late 1920's and is approximately 58,000 square feet.

The facility is currently in use, but not to its fullest capacity. The town maintains the building and has some long-term tenants leasing the space as well as has space available for day and/or weekend use. This feasibility study will define potential economic growth opportunities for the Town Center, prioritize cost-effective renovation projects, and identify other possible uses for the building.

The community does not have a current comprehensive economic development plan, but the Town has held multiple community meetings to discuss the future for the Moorcroft Town Center. The match for this request is \$6,250 from the Town of Moorcroft.

Staff is recommending funding in the amount of \$43,750 for the community to complete a more comprehensive economic and community development plan. Staff further recommends that the cash match be reduced from 25% to 12.5%, which equals \$6,250, for a total project cost of \$50,000. A similar recommendation will be made in the next project for the Town of Pine Bluffs.

Currently, planning grants is the only category that requires all communities contribute a 25% cash match. However, some smaller communities are unable to match 25% of a \$50,000 (which is the max award for an Economic Development Planning grant) so they often apply for the smaller feasibility studies instead. Staff asked the board to

waive the rules to allow for the reduced cash match and increased grant request of \$43,750. Finally, staff believes that the community could benefit from a larger plan that includes, but is not limited just to, the Town Center.

Mr. Easley asked for a motion for a rule waiver as recommended by staff for two communities' planning projects.

- **ACTION ITEM:** Motion to approve staff's recommendation for a rule waiver to reduce these two communities' planning projects cash match to 12.5% of total projects costs by Ms. DeVore, second by Mr. Harvey, and no further discussion. Motion carried unanimously.

The board heard comments from Mayor Dick Claar, Clerk Cheryl Schneider, and Moorcroft Town Center Chairperson Nancy Feehan. Mayor Claar thanked Julie Kozlowski and staff, as well as Regional Director Brandi Harlow. He added that the community wants to make the building more feasible and they just need some help to figure that out.

Ms. Johnson asked if this project and the Pine Bluffs project are both planning, would there be any way to bundle those two projects and potentially reduce costs. Kozlowski stated sometimes efficiencies could be gained when bundling projects like that, but not sure that it would apply in this instance. The two communities are a distance apart and each community is unique.

- **ACTION ITEM:** Motion to approve staff's recommendation to increase the Town of Moorcroft request to \$43,750 to complete a more comprehensive economic and community development plan by Mr. Kintzler, second by Ms. Tomassi, and no further discussion. Motion carried unanimously.

Town of Pine Bluffs

Reed introduced a \$18,750 Planning grant request from the Town of Pine Bluffs to conduct the feasibility of an assisted living facility on three properties identified by the town. The proposed study will conduct comprehensive research and review data to include the community's economic indicators, competitive senior assisted living availability, and facility demand generators. The study will also conduct the research as a macro and micro market analysis of Pine Bluffs and the surrounding areas to determine the viability to support development potential.

The Town's Master Community Development Plan is currently outdated, and while the town has been working on updates, there is no current plan that identifies assisted living as a top priority for the community. The match for this request is \$6,250. Staff asked the board to waive the rules to allow for the reduced cash match and increased grant request of \$43,750.

The board heard comments from Pine Bluffs Mayor Alan Curtis and Pine Bluffs Treasurer Kim Patterson. Board did not have any questions or comments.

- **ACTION ITEM:** Motion to approve staff's recommendation to increase the Town of Pine Bluffs request to \$43,750 to complete a more comprehensive economic and community development plan by Mr. Kenyon, second by Mr. Harvey, and no discussion. Motion carried unanimously.

PERSONNEL, BUDGET AND AUDIT STANDING COMMITTEE

Chief Operating Officer Amy Grenfell and Chava Case presented the quarterly personnel report, discussing recent additions as well as the effects of the recently-enacted hiring freeze on open positions.

Grenfell then led the Board on a review of the amendment enacted this morning which changed the procedure for changes to policy and discussed the recent internal work to update the entire policy manual over the coming year.

Account Manager Lyndsay Orr then presented the quarterly financial statements.

- **ACTION ITEM:** Motion to accept quarterly financial statements by Ms. Johnson, second by Ms. DeVore, and no discussion. Motion carried unanimously.

Grenfell concluded with a report to the Board on the recent RFP process for the annual Financial Audit and the award of the contract from that process to MHP, LLP of Cheyenne. Grenfell outlined this proposal is good through FY23, though the initial contract is for one year and will be amended/extended as needed.

OTHER BOARD MATTERS AND ADJOURNMENT

Board members were reminded of the upcoming standing committee meetings this quarter, as well as the next regular meeting of this Board scheduled for September 9-10 in Kemmerer. Ms. Tomassi indicated much planning and footwork has already gone in to that meeting to make it special for the Board, and she is excited to host in September with Elaina's help.

There being no further business before this board, Co-chair Mike Easley adjourned the meeting at 12:12 P.M.

Respectfully Submitted,

Erin Moore, Secretary/Treasurer

Warren R. Appel, Agency Services Manager

Minutes from May 29, 2020 Special Meeting by Webinar

BOARD PRESENT: Erick Arens, Chuck Brown III, John Coyne III, Kim DeVore, Ron Harvey, Allen Hoopes, Cindy Johnson, Chuck Kenyon, Jason Kintzler, Alex Klein, Mark Law, Erin Moore, Pam Thayer

STAFF PRESENT: Bert Adam, Sue Akey, Warren Appel, Chava Case, Tom Dixon, Josh Dorrell, Karen Fate, Sarah Fitzgerald, Amy Grenfell, Ron Gullberg, Brandi Harlow, Sherry Hughes, Josh Keefe, Linda Klinck, Julie Kozlowski, Wendy Lopez, Justin Mabie, Brandon Marshall, Brandi Monger (AG Counsel), Katie O'Bryan, Lyndsay Orr, Marcio Paes-Barreto, Ben Peterson, Amy Quick, Noelle Reed, Kim Rightmer, Michelle Shellhart, Jill Tregemba, Heather Tupper, Elaina Zempel

CONVENE PUBLIC MEETING

Vice-chair Kim DeVore called the meeting to order at 9:01 a.m. and led the Board in the Pledge of Allegiance. Roll was called and quorum was established.

BUSINESS RECOVERY PROGRAM PROJECT UPDATE

CEO Josh Dorrell provided the Board with a recap of the recent legislative session which established \$325 million in grant funds for small businesses under HB1004 (HEA 001) to be awarded by the WBC and the short timeline in which the WBC is expected to deliver.

ADOPTION OF EMERGENCY RULES FOR BUSINESS RELIEF PROGRAMS

Economic Development Finance Manager Josh Keefe reviewed the most current proposed emergency rules for the Business Relief Programs. Two chapters are for consideration at this meeting: General Provisions and the rules Business Interruption Stipend Program, the first of three programs created under HB1004. Deputy Attorney General Brandi Monger took time to answer specific questions from the board on legislation and determining eligibility and priority. The Board heard comments from Senator Dave Kinskey on the intent of the program and its importance to small business.

- **ACTION ITEM:** Motion to adopt Emergency Rules pending non-substantive changes from staff and Attorney General by Mr. Kenyon, second by Mr. Law.

Mr. Klein proposed an amendment to the rules to include references to those businesses directly affected by state health officer public health orders, such as restaurants, a suggestion AG Monger agreed would be a worthwhile addition. Amendment seconded by Ms. Johnson.

Mr. Kenyon and Ms. DeVore accepted the amendment, and the amended motion carried unanimously.

ADJOURNMENT

There being no further business before this Board, Vice-chair Kim DeVore adjourned the meeting at DeVore at 10:37 A.M.

Respectfully Submitted,

Erin Moore, Secretary/Treasurer

Warren R. Appel, Agency Services Manager

Minutes from July 14, 2020 Special Meeting by Webinar

BOARD PRESENT: Erick Arens, John Coyne III, Kim DeVore, Mike Easley, Cindy Johnson, Chuck Kenyon, Jason Kintzler, Alexander Klein, Mark Law, Erin Moore, Pamela Thayer, Kathy Tomassi

STAFF PRESENT: Bert Adam, Sue Akey, Warren Appel, Terri Barr, Chava Case, Tom Dixon, Josh Dorrell, Baylie Evans, Karen Fate, Sarah Fitz-Gerald, Amy Grenfell, Ron Gullberg, Brandi Harlow, Josh Keefe, Julie Kozlowski, Ryan Kudara, Wendy Lopez, Justin Mabie, Brandon Marshall, Brandi Monger (AG), Lyndsay Orr, Marcio Paes-Barreto, Ben Peterson, Amy Quick, Noelle Reed, Debbie Richardson, Kim Rightmer, Michelle Shellhart, Heather Tupper, John Wendling

CONVENE PUBLIC MEETING

Co-chair Mike Easley called the meeting to order at 3:30 p.m. Roll was called and quorum was established, followed by the Pledge of Allegiance.

BUSINESS RELIEF PROGRAM UPDATE

CEO Josh Dorrell led the Board on an update regarding the Business Relief Programs. The WBC was allocated a total of \$100 million dollars for distribution under the Interruption Fund which saw just under \$6 million dollars of declined applications and \$98.6 million dollars in approved applications. Business Development Director Brandon Marshall outlined the review process and spoke to the nature of the declined applications. Reporting the average processing for most applications was 8-9 days.

EMERGENCY AND REGULAR RULES FOR THE BUSINESS RELIEF PROGRAMS

Economic Development Finance Manager Josh Keefe provided a review of updated Chapter 1 definitions followed by a discussion on the rules for the Relief Program specifying lobbyists are ineligible. All applications will be hosted online, and will require disclosure of other relief funds received, including those received under the Interruption Fund. Keefe presented the rules and calculation methodology for the Relief Fund as well as the Mitigation Fund. On further discussion, the Board allowed a variance in the employee count for the Business Relief Stipend program of up to 110 employees based on a finding of good cause.

- **ACTION ITEM:** Motion to approve emergency rules for Chapters 1, 3 and 4 subject to minor revisions to language as recommended by AG Monger by Mr. Law, second by Ms. Johnson.

Mr. Klein suggested we might consider delaying rollout of application to maximize eligibility for applicants since some expenditures and losses have not yet been realized, and to allow additional time for applicants to understand the application process.

Ms. Thayer recommended an amendment to include childcare facilities explicitly in the rules if appropriate under legislation, an amendment accepted by Mr. Law and Ms. Johnson. Amended motion passed unanimously.

- **ACTION ITEM:** Motion to approve extension of Chapter 2 Emergency Rules by Ms. DeVore, second by Ms. Tomassi, and no discussion. Motion carried unanimously.
- **ACTION ITEM:** Motion to adopt all Emergency Rules as Regular Rules by Mr. Kenyon, second by Mr. Klein, and no discussion. Motion carried unanimously.

Mr. Klein and Mr. Law again spoke regarding the importance of delaying rollout of the application until early August to provide a clean timeline and provide applicants with additional time to assemble data. CEO Dorrell said staff would take

that guidance to our stakeholders and determine the best date for application launch. Staff will review this recommendation closely and report back to the Board on final consideration. Ms. DeVore suggested the legislature and the governor's office should pay close attention to utilization of these funds and allocate additional funding as necessary to ensure funding reaches the businesses most in need.

WYOTECH LOAN PAYMENT EXTENSION

Keefe then led the Board on a review of a loan extension request from WyoTech to delay payment on their loan from June 26, 2020 to December 31, 2020. This request is due to the required shutdown related to COVID-19 and losses resulting from the campus closure. These changes are compatible with previous loans and consistent with loan flexibility being offered directly through private financial institutions. Staff recommends modification of the loan as requested.

- **ACTION ITEM:** Motion to approve staff recommendations by Mr. Kenyon, second by Mr. Coyne, and no discussion. Motion carried unanimously.

RESOLUTION REGARDING FEDERAL CARES ACT FUNDS FOR BUSINESS RELIEF

COO Amy Grenfell and Agency Services Manager Warren Appel presented the Board with a memorandum outlining a recommended resolution allowing staff to execute the Business Relief Programs on behalf of the Board, effectively waiving the \$100,000.00 pre-approval requirement outlined in existing WBC policy. Mr. Kenyon asked if such an action was allowable under statute, and Grenfell, Appel and AG Monger responded in the affirmative.

- **ACTION ITEM:** Motion to approve staff recommendations by Ms. Tomassi, second by Ms. DeVore, and no discussion. Motion carried unanimously.

OTHER BOARD MATTERS AND ADJOURNMENT

There being no further business before the Board at this time, the Board offered thanks to staff for their diligence and expertise deploying the Relief Programs. The meeting adjourned at 5:43 p.m.

Respectfully Submitted,

Erin Moore, Secretary/Treasurer

Warren R. Appel, Agency Services Manager

Minutes from August 14, 2020 Special Meeting by Webinar

BOARD PRESENT: Chuck Brown III, Kim DeVore, Mike Easley, Ron Harvey, Cindy Johnson, Chuck Kenyon, Jason Kintzler, Alexander Klein, Mark Law, Erin Moore, Kathy Tomassi

STAFF PRESENT: Sue Akey, Warren Appel, Tom Dixon, Josh Dorrell, Ron Gullberg, Brandi Harlow, Sherry Hughes, Julie Kozlowski, Ryan Kudera, Wendy Lopez, Brandon Marshall, Debbie Richardson, Michelle Shellhart

CONVENE PUBLIC MEETING

Co-chair Mike Easley called the meeting to order at 1:00 p.m. followed by the Pledge of Allegiance. Roll was called and quorum was established.

BUSINESS RELIEF PROGRAM UPDATE

CEO Josh Dorrell provided the Board with an update on the Business Relief Programs, including a recap of the \$98.6 million dollars of funding distributed under the Interruption Fund and a review of the current status of the Relief and Mitigation funds, both of which are currently accepting applications and seeing high demand. Dorrell pointed to applications totaling \$162 million dollars received in the first week, nearly exhausting the allocation for the Relief Fund, as evidence of the urgent need for these funds by Wyoming businesses. Dorrell also mentioned the reallocation of \$10 million dollars from the Mitigation Fund to the Relief Fund by Governor Gordon to ensure these funds are available to the businesses who need them most.

CONNECTWYOMING PROGRAM SUMMARY and CONTRACT RECOMMENDATIONS

ConnectWyoming Committee Chair Erin Moore provided some background on the ConnectWyoming program and the importance of reliable broadband access for rural communities, particularly in light of the COVID-19 pandemic and broadband's fundamental role in telework, distance learning and telehealth services.

Community Development Director Julie Kozlowski discussed the creation of the program and application process which resulted in a total of 81 applications from 14 different providers totaling some \$175 million dollars. Of those, ten companies are being recommended to this Board for the completion of 37 different projects throughout Wyoming totaling \$86,133,229. Recommendations were determined by an evaluation team consisting of Kozlowski, Broadband Manager Ryan Kudera, Broadband Council Chairwoman Lauren Schoenfeld, Business and Economic Adviser Rob Creager from Governor Gordon's staff, contractor Kristin Lee, and Ms. Moore from the WBC Board. Creager spoke to the board on how the CARES Act funding will serve to improve broadband access in rural communities and thanked all of the applicants for submitting projects for consideration. Kudera then provided the board with an outline of the program goals to connect unserved and underserved customers and improve overall network resilience through "middle mile" development. Kudera then outlined the methodology employed by the evaluation team and gave an outline of the recommended projects.

Ms. Tomassi asked if there was a deadline for completion of these projects, to which Kudera responded that the deadline is no later than December 31, 2020, but ideally, projects will be completed as soon as possible.

Mr. Klein inquired about matching funds and if staff had an idea of what matches were being made by the providers. Kudera responded that no match was required under the application, but that providers who were contributing matching funds were given consideration under the evaluation process.

Mr. Easley offered his thanks to staff and the evaluation team for their rigorous efforts to stand up this program so quickly, and the exciting opportunity this presents for Wyoming. Easley also offered his thanks to all providers who

submitted applications for their willingness to improve access and services for unserved and underserved areas, and then opened the floor for public comment.

Virg Bodyfelt submitted a public comment inquiring about how closely the published guidelines were followed, and whether federal funding and obligations figured in the evaluation. Kudera responded that all guidelines were adhered to, and CAF-II and Reconnect applicants and awardees were reviewed, as well as other sources of available information on federal funds available for this purpose.

- **ACTION ITEM:** Motion to approve all projects as recommended by staff by Ms. Moore, second by Kintzler, and no discussion. Motion carried unanimously.

OTHER BOARD MATTERS AND ADJOURNMENT

Mr. Easley concluded by offering thanks to Rob Creager and the Governor's Office for their contributions to this effort. There being no further business before the Board, the meeting adjourned at 1:34 p.m.

Respectfully Submitted,

Erin Moore, Secretary/Treasurer

Warren R. Appel, Agency Services Manager

Field Operations

The Regional Director team has been heavily involved throughout the Business Relief Program development and deployment.

In addition to developing messaging and bringing the end user perspective to the team, we have spent a great deal of time responding to calls and emails from businesses throughout our regions. We fostered a deep understanding of the program rules, process and follow-up so we could communicate to stakeholders and local elected officials and walk businesses through the entire application.

Communities are turning their attention to recovery post COVID. Projects are reappearing and our partners are restarting community and business development efforts. The Regional team is contemplating how to prepare for whatever comes at us next.

Northwest Region—Big Horn, Hot Springs, Park, Washakie Amy Quick

Big Horn

- **Greybull Area Community Review** – WBC staff traveled to Greybull and Shell in early August to conduct a Community Review. We held a variety of listening sessions and shared an initial report with community members that identified major themes for both communities. The team will return to the area in a month or so to continue the work with Strategic Doing sessions.
- **Wyoming Staycation Facebook Page** – Championed by the Basin Chamber, this page highlights unique locations throughout the state and encourages people to get out and enjoy all the hidden gems in their backyard as more long-distance travel is discouraged due to COVID-19. The page and efforts were highlighted in a recent issue of WREN magazine as well.
- **Jobs Board** – A new jobs board is available for Big Horn County. You can check it out at <https://www.rudloffsolutions.com/bighorncounty>
- **Lovell Business** – The town's hotels and motels have been completely renovated and Lovell will have the only accredited hotel in Big Horn County. The town is also working on expanding infrastructure to areas near town for business and housing growth.

Hot Springs

- **Main Street Thermopolis** – Main Street Thermopolis has been participating in WYO Wednesdays and selling T-shirts to promote Shop Safe, Shop Smart with great success. They've even attracted some new volunteers! They also purchased hand sanitizer stands that they have placed downtown and have available to borrow for events. And they are one of three communities in the state participating in the National Main Street/National Park Service Facade Grant Program.
- **Thermopolis-Hot Springs County Chamber of Commerce** – With no local economic development organization currently functioning in the area, the local Chamber director has taken on many of the traditional roles of an economic developer. To better inform herself, she has scheduled a training with Wendy Lopez about submitting RFPs for business referrals.

Park

- **Gunwerks** - The project is complete, and the company moved into the building the last week of June and is back to normal production. There are several lagging items primarily due to manufacturing delays due to COVID which are being completed. The final punch list will be completed by September 1 along with the final disbursement of funds.
- **@the Square Coworking Space** - This project has been emerging for several years and is prepared to launch this month in the old Bank of the West building in downtown Cody. Forward Cody is bringing on a VISTA volunteer to help develop

the project in partnership with Powell Economic Partnership. They have acquired many of the necessary components to outfit the space and anticipate initially serving up to 25 clients. They also have established a partnership with Centro Community Partners out of Oakland, CA, a nonprofit that provides entrepreneurship/business education programs and has established a branch in Cody.

- **Powell Hotel/Conference Center** - The hotelier, Steve Wahrlich, is one of the few profitable lodging establishments in Billings, MT. He is committed to the Clocktower Inn Powell as is the City of Powell, investors, and Powell Economic Partnership (PEP). Wahrlich has worked with the City of Powell on planning and drawings are complete. PEP thanks the Wyoming Business Council for being patient. This is a huge project for Powell and the ripple effect for their retailers, restaurants, and attractions is paramount for the community's growth and prosperity.
- **Wyoming Authentic Products** - This project has struggled in recent years primarily due to the lack of available marketing funding. In July, the company brought in investors and new management which will allow for a greater expansion in the development of the product line and co-packing. Forward Cody has made temporary lease concessions to allow the company to gain a foothold. WAP still manufactures approximately two million snack sticks per year that are distributed to nearly 8,000 stores across the US and Canada.
- **Wyoming Legacy Meats** – Forward Cody has worked for two years to develop a new USDA-inspected, slaughter facility for the Wyoming Legacy Meats company. They applied to the Economic Development Administration, and the project seems to have gained traction. The proposed project would allow them to construct the 12,000 square-foot facility over the next year. The facility will have capacity to slaughter more than 100 head per day with capability of expanding to a higher level down the road. The project will take place in the North Cody Industrial Park and further use the infrastructure installed in partnership with the Wyoming Business Council and the City of Cody.
- **Yeezy** – As you've probably seen or heard already, Yeezy/Kanye West is building a manufacturing facility for his clothing and footwear line in the former Cody Labs warehouse facilities north of Cody. West announced last fall he was moving the headquarters of his \$1 billion shoe and clothing company to Cody from Calabasas, CA, and has since announced business partnerships with Adidas and Gap. These are very exciting developments for the region and Forward Cody has been involved in helping with broadband expansion and workforce training for the shoe manufacturing side of the project. They will use the Light Manufacturing Incubator as a temporary training center for Yeezy employees and they expect the first shoes to come off the production line in early 2021.

Washakie

- **Washakie County Library** - The County recently opened bids from contractors and were shocked to see the high numbers. They are looking into doing some value engineering and will release a Notice of Intent to Award to one of the contractors. They will work with them to negotiate their bid to stay within their budget.
- **In Other News** - Business is fairly normal again; however, supply chain issues can still be seen in the grocery store. Real estate is a hot commodity in Washakie County with a mix of people and situations interested in the area. Ten Sleep is having a busy summer with climbers, campers and recreationists in the area more than normal. Social distancing at its finest!!

Western Region – Lincoln, Sublette, Teton, Uinta

Elaina Zempel

Uinta

- **ISA Corporation** - A multi-national rubber dipping manufacturer, currently located in Oregon is planning to expand to Evanston. The move was announced on May 6, 2020.

ISA will relocate and expand their headquarters to Union Center Business Park. The development calls for a campus style layout constructed in two phases. Phase 1 will include manufacturing and customer service totaling just over 20,000 sf. When Phase 1 is operational, it is estimated that ISA will employ between 25 and 50 individuals including

salaried and hourly positions. Site work is expected to begin this fall, 2020.

ISA's specific product categories include protective shoe covers, industrial gloves, nuclear spec gloves, and now lineman electrical spec gloves.

- **Evanston** - Avalon, whose application is included in this round, is another Oregon company looking to relocate. Avalon's business plan includes 60 jobs at the end of five years. Avalon will also be in the Union Center Business Park. Avalon is an aluminum window/door manufacturer.

Sublette

- **Union Telephone** - Completing their fiber-build which will extend through Sublette County and into LaBarge in Lincoln County.

Lincoln

- **Lincoln County** - In the final stages of completing the Diversification Study and will be hosting a transition meeting between GLS, the company who completed the study and Angelou Economics, who will be implementing some of the study findings. The meeting happened Aug. 26, 2020 in Kemmerer, WY.

Northeastern Region -- Sheridan, Johnson, Campbell, Crook, Weston **Brandi Harlow**

Campbell

- **The interest in entrepreneurship is increasing** - Monthly pitch competitions, Big Ideas Gillette, will be held at the Area 59 incubator and open to everyone with an idea. The panel will offer constructive feedback and guidance on how to develop their ideas. The first Big Ideas Gillette will be held on Aug. 25.
- **CamPlex Multi Events Center** - Finished their upgrades to Energy Hall and Heritage Center. The total project cost was \$6.5 million with \$3.5 million contributed through BRC grant and loan funds. They have extended an open invitation to the WBC Board of Directors to tour the new facilities, next time you are in Gillette.

Sheridan

- **Impact 307** - Formally the Wyoming Technology Business Center, is accepting applications for the Sheridan StartUp Challenge. The top five finalists will have the opportunity to pitch for \$100,000 in seed funding.
- **Kennon** - New manufacturing facility expansion is underway. A steel-raising ceremony will be held at the end of September. The ceremony will include brief comments and a signing of the ceremonial beam.

Crook

- **The Town of Moorcroft** - Advertising for a consulting firm to assist with their Community Development Plan. They hope to have a firm under contract this fall. In addition, we will use some of the Community Review tools to assist gather public input and planning. The study is expected to be completed in the spring of 2021.
- **Sundance** - Wrapping up the Old Stoney project. There are two events, scheduled for the end of August, including tours and an art auction.

East Central – Converse, Natrona, Niobrara, Platte **Kim Rightmer**

Niobrara and Converse

Economic Development Districts (EDDs) are multi-jurisdictional entities, commonly composed of multiple counties and, in certain cases, even cross-state borders. They help lead the locally-based, regionally driven economic development planning process that leverages the involvement of the public, private and non-profit sectors to establish a strategic blueprint (i.e., an economic development roadmap) for regional collaboration.

There are no active districts in Wyoming. The last active district was the North East Wyoming Economic Development Coalition (NEWEDC) and it was comprised of Campbell, Crook, Weston, Niobrara and Converse Counties. The office was headquartered in Gillette.

The district went into inactive status in 2016 due to lack of funding – although the board remained in place. NEWEDC at the time had a revolving loan fund that had a few outstanding loans but was otherwise dormant.

In 2017, the NEWEDC board received notification that the funds remaining in the RLF would have to be returned to the U.S. Treasury if they were not being utilized. These funds totaled \$172,524 and, under the right management, would be a great resource for small businesses in these five rural counties. After quite a bit of research and much discussion with various entities, I was able to find a home for these funds with the Smart Capital Network Rural Development Fund.

The transfer took place in March and the Smart Capital Network is finalizing the documents that will be used to deliver the program. Once approved, they will begin marketing the fund to bankers in the five counties that comprised the NEWEDC district. We anticipate that will be in early Fall.

South Central Region—Fremont, Sweetwater, Wind River Reservation

Marcio Paes-Barreto

COVID 19 Response

- Continued to act as Project Manager facilitating many aspects of the Business Relief programs
- Facilitated team debriefings and shared lessons learned from the Business Interruption program with those teams
- Facilitated the kick-off and project meetings for the Business Relief and Mitigation programs
- Maintained local stakeholders and partners' meetings to give updates regarding the Business Relief programs

Next Steps

- Create a program development playbook with lessons learned from the Business Relief programs
- Resume regional tasks with a focus on facilitating the creation of post-COVID19 economic development plans
- No new projects to report on. Projects that are ongoing or on hold:

Sweetwater

- Target Industry Study and First Security Bank phase two

Fremont

- Outdoor Recreation Collaborative, Ag CWC Project, and Healthcare business initiatives

Wind River Reservation

- Broadband and Food security

Southeast Region – Albany, Carbon, Goshen, Laramie

Heather Tupper

Albany, Carbon, Goshen, Laramie

Throughout the Southeast Region, communities are continuously evaluating their current Sales and Use tax numbers as compared to the previous fiscal year. Surprisingly, in many locations, the numbers are about the same as they were in 2019, if not higher. Lodging tax tends to be down, both due to fewer visitors and lodging establishments charging reduced nightly rates. While budgets are still unsteady, sales tax collections can be viewed as a small ray of hope.

Mainstreet and Downtown Development organizations have been hard at work all summer, supporting businesses in their districts, looking for new ways for visitors to enjoy downtown and preparing for budget shifts. Economic developers and Chambers of Commerce throughout the region have extended their services to any business that needs it helping to lift the entire business community. Destination Managements Organizations have come up with unique campaigns to create new visitor experiences. These economic development organizations have been working together to create a support network for businesses and their communities while also dealing with a reduction to their budget and trying to create a plan to navigate the uncertainty of the coming months.

We have seen a fair amount of interest from businesses looking to Wyoming as a place to expand their business. Everything from beef processing to blockchain, which makes it interesting to make a quick switch between meetings. Communities are looking at new ways to support these business opportunities given the changes they face.

The coming months do bring more uncertainty (the UW Fall schedule, agriculture markets, potential next waves of viruses), but also opportunities to work together, build our communities and support business growth to help develop a vision and a plan where we can come out of this stronger.



Fossil Butte National Park. Photo courtesy Wyoming Office of Tourism

WELCOME TO KEMMERER



Oyster Ridge music festival. Photo courtesy Oyster Ridge Music Festival

The people of Kemmerer are a tight-knit community.

Look no further than the early months of the pandemic when neighbors made a point to order to-go from local restaurants a little more often and tip a little more generously.

"I think people have figured out, 'Let's get what we can here, and let's not go out of town,'" said Mayor Anthony "Tony" Tomassi. "There was a very much conscious effort to make sure restaurants and stores survive."

So far, local shops and restaurants in Kemmerer are still in business, and sales tax climbed in April and May compared to the same time last year.



“What we’re looking for is technologic revolution for coal and carbon products in Kemmerer,” Muir said. “We’d love to be the model for success for other communities in Wyoming.”



Supporting neighbors and seeking proactive solutions to adversity are nothing new to this town of 2,700 at the foot of the Wyoming Range.

Kemmerer's economy has long been dependent on coal, oil and gas. When PacifiCorp announced in 2018 the impending closure of the Naughton coal plant in 2025 – a major employer and taxpayer for the community – local leaders acted fast.

Kemmerer obtained a \$139,000 grant from the Department of Commerce's Economic Development Agency. Local and state agencies, including the Wyoming Business Council, stepped up to match the grant. The additional funding allowed Kemmerer to not only pay for an economic diversification study, but an impact manager to put the plan into action.

“We did studies before, but this was the first time we’ve had

the money to hire someone to make it really happen," Tomassi said.

That study was just released, and a firm has already been hired to get to work implementing the findings.

City Administrator Brian Muir sees many attractive ideas developing out of the study.

"What we're looking for is technologic revolution for coal and carbon products in Kemmerer," Muir said. "We'd love to be the model for success for other communities in Wyoming."

Some of those opportunities include carbon capture, turning coal into diesel or jet fuel, or even using carbon to reinforce plastic and rubber products.

The study also explores the assets available to Kemmerer like its water supply and its two industrial parks. The Wyoming Business Council supported those industrial parks with nearly \$1.5 million in Business Ready Community grants for water infrastructure.

Meanwhile, in downtown Kemmerer, local leaders are working diligently to ensure the JC Penney "Mother Store" remains a tourist destination. The nearly 120-year-old store was the beginning of the retail empire. Penney's home nearby has been turned into a museum.

"Hardly a day goes by without somebody standing in the Triangle and taking a photo of the old store," Tomassi said. "The public has been supportive of any creative approach we can take to maintain that attraction."

Kemmerer has lots to offer tourists as a destination. The town neighbors Fossil Butte

National Monument, home to a bounty of paleontological discoveries of 50-million-year-old aquatic life. Other nearby fossil quarries supply three fossil stores downtown and draw families to dig their own prehistoric records from the earth.

The town's embrace of its fossil culture culminates annually in FossilFest, a local celebration featuring music, parades, and family activities.

Perhaps Kemmerer's largest event is the Oyster Ridge music festival, a multiday event that draws several thousand people to town each year.

Blue ribbon trout fishing, plentiful hunting

and other outdoor recreation beckon residents and tourists alike.

Local leaders are boosting the town's already robust quality of life with a major internet broadband project to bring fiber to homes throughout Kemmerer in the next three years.

The AllWest project will mean up to gigabit speed for residents, matching what is already available within the commercial district.

"This is a hopeful place," Muir said. "There's lots of opportunities ahead for us, not just challenges."



■ PERFORMANCE

BRC FUNDING
\$25,185,921

LOCAL MATCH FUNDING
\$16,189,734

PRIVATE INVESTMENT
\$9,526,209

JOBS CREATED
88

BUSINESSES ASSISTED
33

■ BASIC INFRASTRUCTURE

BUSINESS READY ACRES
499

WATER AND SEWER LINES
116,594 LINEAR FEET

BUSINESS ACCESS ROADS
9,055 LINEAR FEET

BUSINESS READY BUILDINGS
49,668 SQUARE FEET

Jobs, private investment and infrastructure data are monitored until project evaluation closeout, which is generally three to five years after construction is complete. Performance data for projects still under evaluation are based on projections.

LINCOLN COUNTY	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Lincoln County Fiber-Optic Conduit Extension Install conduit necessary for a fiber line looped through Sage Junction. In addition to redundant connection, the project facilitated last-mile connectivity for the Kemmerer-Diamondville community. <i>Status: Complete</i>	2014	\$1,266,657	\$211,621
Bedford Commerce and Fire Protection Complete water infrastructure improvements within the Bedford Water and Sewer District. <i>Jobs: 4; Status: Complete</i>	2009	\$902,477	\$1,030,846
Infrastructure for Teton Truss Expansion Project was withdrawn before it was completed. <i>Status: Withdrawn</i>	2007	\$6,829	-

AFTON	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Afton Transformation Initiative Install new sewer line along 2nd Avenue; sewer line up-sizing along Lincoln Street from 2nd to 4th avenues; and street surfacing enhancement along 1st Avenue and Highway 89. <i>Status: Complete</i>	2014	\$2,289,366	\$622,750
Afton- Star Valley Medical Center Purchase 0.27 acres of land and a building from Star Valley Medical Enterprises to expand and continue operating a physical therapy business in the facility. <i>Jobs: 7; Status: Complete</i>	2013	\$289,800	\$32,200
Infrastructure Infill (Next Step Development and Beyond Home) Construct an access street and sewer line within the old fairgrounds site and bring water and sewer south along U.S. Highway 89 about a mile from the current terminus to an area of town recently annexed. <i>Status: Complete</i>	2006	\$646,740	\$272,155
Infrastructure for Afton Industrial Park (Grant) Construct 4,600 feet of sewer main brought to a 22-acre site identified for business development. <i>Status: Complete</i>	2005	\$249,710	\$473,625

ALPINE	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Alpine Commercial Expansion (Grant) Purchase approximately 35 acres from the Wyoming Game and Fish Department, extend and upgrade an existing road to the property, extend an 8-inch water main loop to improve fire suppression supply and system reliability and extend/improve the road to recreational lake access. <i>Status: Evaluation Period</i>	2016	\$1,538,944	\$28,578
Alpine Commercial Expansion (Loan) See Alpine Commercial Expansion (Grant). <i>Status: Evaluation Period</i>	2016	\$92,255	-
North Star Utility Purchase/Growth Strategy Purchase private water and sewer infrastructure from North Star Utility. The town will take over control ownership and operation of the infrastructure. <i>Jobs: 9; Status: Evaluation Period</i>	2015	\$3,000,000	\$734,838
Melvin Brewing Infrastructure Development Install infrastructure for the expansion of Melvin Brewing. The grant will pay for construction of a 20,000 square-foot building and utility extensions to the site. <i>Jobs: 50; Status: Complete</i>	2014	\$2,949,425	\$596,850
Snake River Water Line Project Construct 2,650 linear feet of 12-inch water line. The new line will provide a reliable water supply for the businesses, airport, and residences on the north side of the Snake River. <i>Status: Complete</i>	2013	\$550,250	\$761,202

■ Active Project □ Completed Project

KEMMERER	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Kemmerer-Diamondville Redundant Water Transmission Line Design and construct a 2,890 linear-foot redundant transmission line to ensure fire flows, water pressure and water storage for businesses in Kemmerer-Diamondville, including the South Lincoln Industrial Park and the Kemmerer City Industrial Park. <i>Status: Construction</i>	2016	\$555,914	\$1,128,675
Kemmerer Water Storage Tank Install a 1.5 million-gallon water tank and 8,900 linear feet of 12-inch transmission line to an industrial park adjacent to the Kemmerer/Diamondville area. <i>Status: Evaluation Period</i>	2015	\$1,925,500	\$1,574,500
Kemmerer Sports Field Access and Parking Lot Improvements to the Kemmerer Sports Field access roads and parking facilities. <i>Status: Complete</i>	2014	\$500,000	\$3,494,323
Old Town Hall Redevelopment Rehabilitate the historic Old Town Hall which was built in 1913 and is owned by the city of Kemmerer, to create 6 leasable spaces in the building. <i>Jobs: 11; Status: Complete</i>	2012	\$1,000,000	\$366,329
South Lincoln Training and Event Center Construct a 4,000 square-foot training space at a newly-constructed event center, which will serve south Lincoln County. <i>Status: Complete</i>	2007	\$1,500,000	\$3,425,303
American Family Entertainment Building infrastructure Project was withdrawn before it was completed. <i>Status: Withdrawn</i>	2005	\$43,720	\$4,324

LA BARGE	DATE AWARDED	BRC FUNDING	LOCAL MATCH
LaBarge Senior/Community Gathering Center Purchase a building to house a new senior/community center and a food bank. <i>Jobs: 2; Status: Evaluation Period</i>	2016	\$248,816	\$253,745

OPAL	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Infrastructure for Industrial and Commercial Sewer Line and Paving Extend a sewer line and pave the commercially and residentially zoned Solliday Street in Opal. <i>Status: Complete</i>	2007	\$243,876	\$27,097

STAR VALLEY	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Commercial Infrastructure Infrastructure improvements adjacent to commercial property; primarily, repositioning the town of Star Valley's main intersection. <i>Status: Complete</i>	2009	\$1,237,817	\$172,758

THAYNE	DATE AWARDED	BRC FUNDING	LOCAL MATCH
Thayne Business Ready Lots Improve 5.34 acres of commercial space in the center of town, making it ready for business development and data center recruitment. <i>Status: Evaluation Period</i>	2015	\$1,121,190	\$172,214
Thayne High Tech Regional Targeted Industry Master Plan Develop a plan to attract technical industries such as data centers. <i>Status: Complete</i>	2014	\$39,375	\$13,125
Star Valley Medical Center Purchase 1.2 acres of land and two buildings from Star Valley Medical Enterprises to expand operations of a physical therapy business in the facility and continue to lease space to the current tenants. <i>Jobs: 5; Status: Complete</i>	2013	\$1,089,000	\$121,000
Thayne Community Center Renovate the former Holdaway school to create a community space for the town. <i>Status: Completed</i>	2010	\$1,158,809	\$366,000
Infrastructure Expansion Construct a looped waterline, sewer extension and paving of Wright and Park streets in Thayne. <i>Status: Complete</i>	2007	\$790,000	\$310,000

☒ Active Project
 ☐ Completed Project

SECTION A

BUSINESS CONTRACT AND LOAN COMMITTEE



Challenge Loan Quarterly Report

Memorandum

To: Wyoming Business Council Board of Directors
From: Josh Keefe
Subject: Challenge Loan Reporting Requirements
Date: September 10, 2020

1. **Past Due Report** Challenge Loan Policy requires quarterly reporting of all loans 30 days or more past due.
 - There were four past due payments on June 30, 2020:
 - **Weber Ag, LLC** (Economic Disaster Loan – 2017) was originated in July of 2017 as part of the Economic Disaster Loan declaration for the Wyoming Sugar Company. Lender has made multiple attempts in the past months to contact the Borrower to no avail. A demand letter was sent on January 13, 2020. The Borrower has until 5:00pm, February 14, 2020 to respond to the letter. No response was received. The Wyoming AG is in the process of filing a formal complaint against Weber Ag, LLC and Damon Weber. This loan is fully reserved and has a high likelihood of being charged off.
 - **Bret Weber** (Economic Disaster Loan – 2017) was originated in August of 2017 as part of the Economic Disaster Loan declaration for the Wyoming Sugar Company. Both the Lender and Servicer have made multiple attempts to collect the payment. Mr. Weber is communicative, and it did take most of the year in 2019 to receive the payment that was due on January 1, 2019. This will more than likely be happening again. We will continue to communicate with Mr. Weber going forward. This loan is fully reserved as well.
2. **Loan Loss Reserve Analysis** Challenge Loan Policy requires a review of all loans that are delinquent (over 30 days past due) and a specific reserve will be allocated if the review warrants. There will be an additional unallocated reserve of one-half of one percent of the total portfolio balance.
 - The unallocated reserve is adequate with a balance of **\$2,034,804**. The allocation includes a 10% loan loss reserve for the Economic Disaster Loans originated, plus 0.5% of the total loan portfolio. The reserve also includes a full reserve of Weber Ag, LLC (\$484,950) and Brett Weber (\$80,913.26).
 - The resulting available fund balance in the Economic Development Fund is **\$5,675,758**.

3. **Charge off balances**

- None to report.

4. **Other News**

- Justin Mabie and Josh Keefe will be traveling to Powell on September 15th and 16th to get signatures for loan modifications to existing Economic Disaster Loans. These were completed in March, however, due to the COVID-19 pandemic, these modifications have not been executed/closed. We will visit Mr. Weber on this trip to Powell.

Staff Recommendation:

- **Staff recommends acceptance of this report.**

Inc.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WAREHOUSE TWENTY ONE, INC.**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th Street, Cheyenne, Wyoming 82002, and Warehouse Twenty One, Inc. (Contractor), whose address is: 822 W 23rd Street, Cheyenne, Wyoming 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall assist with the implementation of a comprehensive public relations and outreach program for Council's Business Relief Programs (BRP).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through July 31, 2020. All services shall be completed during this term.

This Contract may be extended once by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Council.

4. **Payment.**

- A. The Council agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed forty-four thousand, nine hundred seventeen dollars (\$44,917.00) in accordance with the rates set forth in Attachment A, which is attached to and incorporated into this Contract by this reference. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
- B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
- C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services described in Attachment B, which is attached to and incorporated into this Contract by this reference.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay Contractor in accordance with Section 4 above.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages; Attachment A, Billing Schedule, consisting of one (1) page; and Attachment B, Scope of Work, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

- R. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment until this Contract has been fully executed and approved as to form by the Office of the Attorney General.
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its

agencies, institutions, organizations, officers, agents, employees, and volunteers.

- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers’ Compensation and Employer’s Liability Insurance. Employees

hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- X. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Council as the sponsoring Council and shall not be released without prior written approval from the Council.
- Y. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Z. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions,

and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- AA. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- CC. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- FF. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- GG. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

COUNCIL:


Wyoming Business Council


Joshua J Dorrell (Jul 20, 2020 09:31 MDT)
Josh Dorrell, Chief Executive Officer

Jul 20, 2020
Date

CONTRACTOR:

Warehouse Twenty One, Inc.


dave teubner (Jul 14, 2020 15:36 MDT)
Dave Teubner, CEO/Owner

Jul 14, 2020
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Margaret A. R. Schwartz, Assistant Attorney General

July 14, 2020
Date

Attachment A

Itemized Billing

- Campaign Development - \$20,500.
- Campaign Website - \$8,000.
- Corporate Communications/Agency Management - Not to exceed \$16,417.00.

TOTAL: \$44,917.00

Wyoming Business Council Business Relief Programs

Campaign Development

June 30, 2020

WBC KEY CONTACTS

Ron Gullberg

Strategic Partnerships Director

ron.gullberg@wyo.gov

W21 KEY CONTACTS

Brooklyn Schacht

Account Strategy Director

brooklyn@warehousetwentyone.com

Haleigh Graham

Project Manager

haleigh@warehousetwentyone.com

Rachel Girt

Owner, Girt Communications

rachel@girtcommunications.com

Nathan Potter

Digital & Media Director

nathan@warehousetwentyone.com

Dave Teubner

Chief Executive Officer / Owner

dave@warehousetwentyone.com

Aaron Colbert

Operations Director

aaron@warehousetwentyone.com

SCOPE OF WORK

Campaign Development

The following projects are part of what W21 considers a campaign. The campaign projects develop assets to be used throughout execution, and these projects will be managed in a waterfall project management methodology.

Campaign Development

- **Deliverables**
 - Client discovery work session prep, including reviewing existing client communications plans
 - (2) hour client discovery work session
 - (1) internal strategy work session
 - Content strategy development
 - Corporate communications planning
 - Asset planning
 - Creative concept (layout, infographics, look and feel) and asset design
 - (1) email marketing Benchmark template
 - Digital buy assets (including paid search, digital ads, retargeting, local news site)
 - (1) social media cover image (resized for Facebook, LinkedIn, & Twitter)
 - (1) handout template for program champions & regional directors
 - (1) presentation template (for presentations to businesses and partner informational webinars)

Campaign Website

- **Deliverables**
 - We'll create a new website using Wix (one or a few pages only; super simple) for www.wyobizrelief.org

- Wireframing
- Content creation
- Design
- Development

Corporate Communications

- Deliverables
 - Corporate Communications Planning
 - Ongoing Corporate Communications Support (July 2020)

Agency Management

- Deliverables
 - 30-minute domain meetings three times a week (Mon, Weds, Fri) with W21 team and Ron Gullberg, Sarah Fitz-Gerald, and Amy Quick
 - 1-hour weekly alignment meetings with all domains
 - Ongoing project management, account strategy, & business consulting support
-











Warehouse Twenty One Agreement with Attachments A & B

Final Audit Report

2020-07-20

Created:	2020-07-14
By:	Michelle Shellhart (michelle.shellhart@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArwO0xPg2BRoArrCtLpyurCWLwuyqHs9L

"Warehouse Twenty One Agreement with Attachments A & B" History

-  Document created by Michelle Shellhart (michelle.shellhart@wyo.gov)
2020-07-14 - 9:12:41 PM GMT- IP address: 159.238.224.133
-  Document emailed to dave teubner (dave@warehousetwentyone.com) for signature
2020-07-14 - 9:13:31 PM GMT
-  Email viewed by dave teubner (dave@warehousetwentyone.com)
2020-07-14 - 9:35:19 PM GMT- IP address: 66.249.84.222
-  Document e-signed by dave teubner (dave@warehousetwentyone.com)
Signature Date: 2020-07-14 - 9:36:57 PM GMT - Time Source: server- IP address: 47.44.123.210
-  Document emailed to Joshua J Dorrell (josh.dorrell@wyo.gov) for signature
2020-07-14 - 9:36:59 PM GMT
-  Email viewed by Joshua J Dorrell (josh.dorrell@wyo.gov)
2020-07-14 - 9:37:04 PM GMT- IP address: 66.249.84.193
-  Email viewed by Joshua J Dorrell (josh.dorrell@wyo.gov)
2020-07-17 - 9:24:42 PM GMT- IP address: 66.102.7.219
-  Email viewed by Joshua J Dorrell (josh.dorrell@wyo.gov)
2020-07-20 - 2:03:41 PM GMT- IP address: 66.249.84.221
-  Document e-signed by Joshua J Dorrell (josh.dorrell@wyo.gov)
Signature Date: 2020-07-20 - 3:31:27 PM GMT - Time Source: server- IP address: 47.5.75.185
-  Signed document emailed to Michelle Shellhart (michelle.shellhart@wyo.gov), Joshua J Dorrell (josh.dorrell@wyo.gov) and dave teubner (dave@warehousetwentyone.com)
2020-07-20 - 3:31:27 PM GMT

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WAREHOUSE TWENTY ONE, INC.**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, WY 82002 and Warehouse Twenty One, Inc, (Contractor), whose address is: 822 W 23rd Street, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Council and the Contractor. The purpose of this Amendment is to a) increase the total Contract dollar amount by fifty thousand, eight hundred thirty-three dollars (\$50,833.00) to ninety-five thousand, seven hundred fifty dollars (\$95,750.00); b) extend the term of the Contract through December 31, 2020; and c) amend the responsibilities of the Contractor by incorporating Attachment C, Supplemental Scope of Work, into the original Contract.

The original Contract, July 20, 2020, required the Contractor to set forth the terms and conditions by which the Contractor shall assist with the implementation of a comprehensive public relations and outreach program for the Business Relief Program for a total Contract amount of forty-four thousand, nine hundred seventeen dollars (\$44,917.00) with an expiration date of July 31, 2020.

3. **Term of the Amendment.** This Amendment shall commence on July 31, 2020, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed ninety-five thousand, seven hundred fifty dollars (\$95,750.00)

- B. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of this Contract is from July 20, 2020 through December 31, 2020.”

5. **Amended Responsibilities of the Contractor.**

Responsibilities of the Contractor are hereby amended as follows:

A. Section 5 of the original Contract is hereby amended to add Subsection B, which reads as follows:

“B. Perform the additional duties outlined in Attachment C, Supplemental Scope of Work, which is incorporated into this Contract by this reference.”

B. Attachment C, Supplemental Scope of Work, is attached to this Amendment and incorporated into the original Contract by this reference.

6. **Amended Responsibilities of the Council.**

Responsibilities of the Council have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Council and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of nine (9) pages; Attachment A, Billing Schedule, consisting of one (1) page; Attachment B, Scope of Work, consisting of three (3) pages; this Amendment One, consisting of three (3) pages; and Attachment C, Supplemental Scope of Work, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

COUNCIL:

Wyoming Business Council



Joshua J Dorrell (Jul 29, 2020 10:15 MDT)

Josh Dorrell, Chief Executive Officer

Jul 29, 2020

Date

CONTRACTOR:

Warehouse Twenty One, Inc.



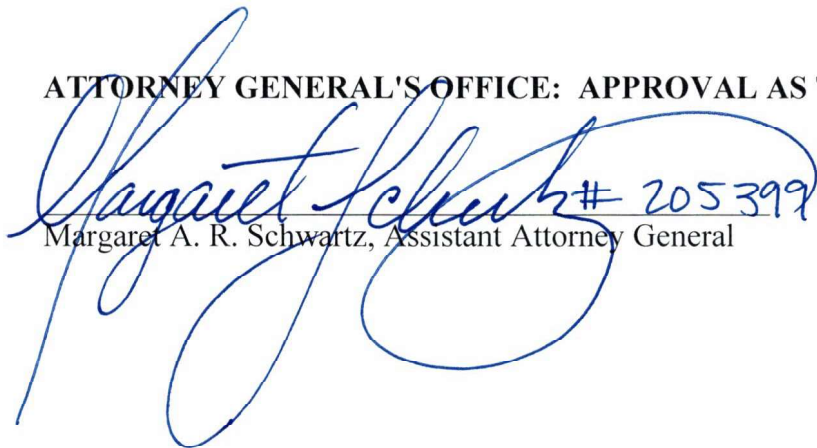
dave teubner (Jul 29, 2020 08:58 MDT)

Dave Teubner, CEO/Owner

Jul 29, 2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Margaret A. R. Schwartz, Assistant Attorney General

July 28, 2020

Date

Warehouse Twenty One Amendment 1

Final Audit Report

2020-07-29

Created:	2020-07-29
By:	Michelle Shellhart (michelle.shellhart@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAISyZ9ApXSA2afAN5uerZjAocLirbB3dX

"Warehouse Twenty One Amendment 1" History



Document created by Michelle Shellhart (michelle.shellhart@wyo.gov)

2020-07-29 - 2:26:20 PM GMT- IP address: 159.238.224.133



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2020-07-29 - 2:26:58 PM GMT



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2020-07-29 - 2:58:10 PM GMT- IP address: 66.249.84.222



Document e-signed by dave teubner (dave@warehousetwentyone.com)

Signature Date: 2020-07-29 - 2:58:31 PM GMT - Time Source: server- IP address: 35.134.235.35



Document emailed to Joshua J Dorrell (josh.dorrell@wyo.gov) for signature

2020-07-29 - 2:58:33 PM GMT



Email viewed by Joshua J Dorrell (josh.dorrell@wyo.gov)

2020-07-29 - 2:59:34 PM GMT- IP address: 66.249.84.221



Document e-signed by Joshua J Dorrell (josh.dorrell@wyo.gov)

Signature Date: 2020-07-29 - 4:15:46 PM GMT - Time Source: server- IP address: 47.5.75.185



Signed document emailed to Joshua J Dorrell (josh.dorrell@wyo.gov), dave teubner (dave@warehousetwentyone.com) and Michelle Shellhart (michelle.shellhart@wyo.gov)

2020-07-29 - 4:15:46 PM GMT

**AMENDMENT TWO TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WAREHOUSE TWENTY ONE, INC.**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, WY 82002 and Warehouse Twenty One, Inc, (Contractor), whose address is: 822 W 23rd Street, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Council and the Contractor. The purpose of this Amendment is to a) increase the total Contract dollar amount by forty-nine thousand, two hundred fifty dollars (\$49,250.00) to one hundred forty-five thousand dollars (\$145,000.00); b) amend the responsibilities of the Contractor by incorporating Attachment D, Campaign Execution Supplemental Scope of Work, into the original Contract.

The original Contract, July 20, 2020, required the Contractor to set forth the terms and conditions by which the Contractor shall assist with the implementation of a comprehensive public relations and outreach program for the Business Relief Program for a total Contract amount of forty-four thousand, nine hundred seventeen dollars (\$44,917.00) with an expiration date of July 31, 2020.

Amendment One, dated July 29, 2020, amend the original Contract to: a) increase the total Contract dollar amount by fifty thousand, eight hundred thirty-three dollars (\$50,833.00) to ninety-five thousand, seven hundred fifty dollars (\$95,750.00); b) extend the term of the Contract through December 31, 2020; and c) amend the responsibilities of the Contractor by incorporating Attachment C, Supplemental Scope of Work, into the original Contract.

3. **Term of the Amendment.** This Amendment shall commence on July 31, 2020, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one hundred forty-five thousand dollars (\$145,000.00)
 - B. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of this Contract is from July 20, 2020 through December 31, 2020.”

5. **Amended Responsibilities of the Contractor.**

Responsibilities of the Contractor are hereby amended as follows:

A. Section 5 of the original Contract is hereby amended to add Subsection B, which reads as follows:

“B. Perform the additional duties outlined in Attachment D, Campaign Execution Supplemental Scope of Work, which is incorporated into this Contract by this reference.”

B. Attachment D, Campaign Execution Supplemental Scope of Work, is attached to this Amendment and incorporated into the original Contract by this reference.

6. **Amended Responsibilities of the Council.**

Responsibilities of the Council have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Council and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of nine (9) pages; Attachment A, Billing Schedule, consisting of one (1) page; Attachment B, Scope of Work, consisting of three (3) pages; this Amendment One, consisting of three (3) pages; and Attachment C, Supplemental Scope of Work, consisting of three (3) pages, Amendment Two, consisting of three (3) pages, Attachment D, Campaign Execution Supplemental Scope of Work, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

COUNCIL:

Wyoming Business Council

Josh Dorrell, Chief Executive Officer

Date

CONTRACTOR:

Warehouse Twenty One, Inc.

Dave Teubner, CEO/Owner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz, Assistant Attorney General

Date

Wyoming Business Council Business Relief Programs

Campaign Execution

WBC KEY CONTACTS

Ron Gullberg

Strategic Partnerships Director

ron.gullberg@wyo.gov

W21 KEY CONTACTS

Brooklyn Schacht

Account Strategy Director

brooklyn@warehousetwentyone.com

Haleigh Graham

Project Manager

haleigh@warehousetwentyone.com

Rachel Girt

Owner, Girt Communications

rachel@girtcommunications.com

Nathan Potter

Digital & Media Director

nathan@warehousetwentyone.com

Dave Teubner

Chief Executive Officer / Owner

dave@warehousetwentyone.com

Aaron Colbert

Operations Director

aaron@warehousetwentyone.com

SCOPE OF WORK

Campaign Execution

The following is what W21 considers corporate communications. The corporate communications project will be used to support ongoing communication to audiences and stakeholders through the various channels defined below. All deliverables included below are from October through December 2020, and are estimated based on the assumption of peak efforts during July - September and lessened support needed through the end of the calendar year. These projects will be managed in an agile project management methodology.

Ongoing Corporate Communications

- **Deliverables**
 - **PR:** Creation of press releases, talking points, and other messaging/content needs; Sending press releases, following up with media, scheduling interviews, crisis management and communications
 - **Social media:** Creation of content & designed assets, as needed; W21 team to coordinate weekly/daily with WBC to deliver the content they need; WBC to post and respond to questions/comments
 - **Email marketing:** W21 team to send ongoing emails through Benchmark software
 - **Web updates:** W21 team to coordinate as needed with WBC to deliver the content they need, and WBC team to post any updates to website, as needed
 - **Influencer & partner outreach:** Reaching out to and providing with non-paid influencers (Chambers, WEDA, trade associations, etc) to provide them assets/resources/articles to post in social and other communications channels
 - **Ongoing content creation:** Helping WBC team with pivoting messaging if/when needed ongoing
 - **Presentations & webinars:** WBC team: creation & execution of business presentations; direct business outreach & meetings; webinars

Agency Management

- **Deliverables**
 - 30-minute domain meetings three times a week (Mon, Weds, Fri) with W21 team and Ron Gullberg, Sarah Fitz-Gerald, and Amy Quick
 - 1-hour weekly alignment meetings with all domains
 - Ongoing project management, account strategy, & business consulting support
 - Ongoing crisis communications management & support
 - Ongoing review of program data to inform execution arm(s) who can adjust messaging and marketing collateral to quickly fill gaps as necessary
 - Monthly management meeting
-

BUDGET

Deliverable	Estimate
Corporate Communications (October - December 2020)	\$24,250
Agency Management	\$25,000
TOTAL	\$49,250

*Disclaimer: Please note all costs and timelines shown are estimates only and do not constitute a formal bid. Final deliverables, budgets, and timelines listed above will be developed and written into a final scope of work following discovery, research, and strategic direction by the Warehouse Twenty One team.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WYOMING WOMEN'S BUSINESS CENTER, INC.**

1. **Parties.** The parties to this Contract are the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002 and Wyoming Women's Business Center, Inc. (Contractor), whose address is: P.O. Box 764, Laramie, Wyoming 82073.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall conduct a range of activities collectively designed to remove barriers to the creation and development of small businesses owned and controlled by women, disadvantaged people, artists, and crafts-persons throughout Wyoming.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2020 or the Effective Date, whichever is later, through September 30, 2021. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Council.

4. **Payment.**
 - A. The Council agrees to pay the Contractor for the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred twenty-three thousand, three hundred eight dollars (\$123,308.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A, Scope of Work.

- B. Maintain authorized and professional staff and consulting capacity to provide assistance to target businesses and entrepreneurs throughout the state.
- C. Ensure all activities related to small business development and/or assistance are coordinated with the efforts of the Council and entities identified by Council wherever feasible to minimize duplication of efforts.
- D. Provide annual progress reports to the Council

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Refer to Contractor any small businesses which come to the Council's attention which may qualify for and/or benefit from Contractor's services.
- C. Designate a point of contact on Council staff to act as a liaison to the Contractor.
- D. To the extent allowed by law, hold in confidence all information on the Contractor's clients which may be submitted to or shared with the Council as part of the Contractor's reporting obligations under this Contract.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

The Contractor shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.

- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages; and Attachment A, Scope of Work, consisting of one (1) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Office of the Attorney General.

V. Insurance Requirements.

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and

- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- X. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.

- Y. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Z. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- AA. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.
- CC. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- FF. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

GG. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

COUNCIL:

Wyoming Business Council

Josh Dorrell, Chief Executive Officer

Date

Brandon Marshall, Business Development Director

Date

CONTRACTOR:

Wyoming Women's Business Center, Inc.

Debbie Gorski, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz, Assistant Attorney General

Date

**ATTACHMENT A TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WYOMING WOMEN'S BUSINESS CENTER, INC.**

SCOPE OF WORK

The Wyoming Women's Business Center (Contractor) shall be a principal agent for providing small business assistance and training for women, disadvantaged people and artists and crafts- persons in the following areas:

1. **Microloan Program:** The WWBC is a statewide SBA intermediary microloan lender for loans up to \$50,000. The microloan program works closely with state banks and WIDC-Frontier CDC (Wyoming Industrial Development Corporation-Frontier Certified Development Company). The Microloan program assists entrepreneurs to finance a start-up or expansion of their businesses. The Wyoming Women's Business Center's Loan Program was started to provide access to funds for those unable to get loans through traditional means.
2. **Technical Assistance and Training:** Assist target audience to develop their capacity for business planning and management; Assess the financial needs of each client and provide individualized counseling to ensure repayment of loans and success of small businesses.
3. **Works of Wyoming:** Facilitate skills-based education and mentoring to help artists and crafts people achieve mastery of their art and entrepreneurial education necessary to establish a profitable art-based business. Provide online marketing and gallery space to sell arts and crafts.
4. **The WWBC Artist Space:** Provide affordable space, shared offices and services, hands--on entrepreneurship training, market support and opportunity to sell in the WOW retail store.
5. **Networking opportunities:** The WWBC collaborates with many partners throughout the state to provide monthly networking webinars or face-to-face workshops on a variety of business topics.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

1. **Parties.** The parties to this Contract are the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002 and Wyoming Women's Business Center, Inc. (Contractor), whose address is: P.O. Box 764, Laramie, Wyoming 82073.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall conduct a range of activities collectively designed to remove barriers to the creation and development of small businesses owned and controlled by women, disadvantaged people, artists, and crafts-persons throughout Wyoming.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2020 or the Effective Date, whichever is later, through September 30, 2021. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Council.

4. **Payment.**
 - A. The Council agrees to pay the Contractor for the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred twenty- three thousand, three hundred eight dollars (\$123,308.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16- 6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its

behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services described in Attachment A, Scope of Work.
- B. Maintain authorized and professional staff and consulting capacity to provide assistance to target businesses and entrepreneurs throughout the state.
- C. Ensure all activities related to small business development and/or assistance are coordinated with the efforts of the Council and entities identified by Council wherever feasible to minimize duplication of efforts.
- D. Provide annual progress reports to the
Council

6. **Responsibilities of Council.** The Council
agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Refer to Contractor any small businesses which come to the Council's attention which may qualify for and/or benefit from Contractor's services.
- C. Designate a point of contact on Council staff to act as a liaison to the Contractor.
- D. To the extent allowed by law, hold in confidence all information on the Contractor's clients which may be submitted to or shared with the Council as part of the Contractor's reporting obligations under this Contract.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction,

interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- The Contractor shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.
- E. Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.

- G. Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages; and Attachment A, Scope of Work, consisting of one (1) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party.

Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Office of the Attorney General.
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and

maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and

personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance.

Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance

covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- X. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- Y. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Z. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- AA. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.

CC. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

DD. Time is of the Essence. Time is of the essence in all provisions of this Contract.

EE. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

FF. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

GG. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

COUNCIL:

Wyoming Business Council

Josh Dorrell, Chief Executive Officer

Date

Ronald T. Gullberg, Business Development Director

Date

CONTRACTOR:

Wyoming Women's Business Center, Inc.

Debbie Gorski, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A. R. Schwartz, Assistant Attorney General

Date

**PERSONNEL, BUDGET
AND AUDIT COMMITTEE**





WYOMING BUSINESS COUNCIL

Financial Update

BUDGET SUMMARY - ALL FUNDS (BFY 19/20 appropriation)

FY 2020- year to date for the period:		07/01/19 -6/30/2020		OPTIMUM >>> 100%	
PROGRAM BUDGET SUMMARY	BUDGETED	EXPENDED	ENCUMBERED	BALANCE	% EXPENDED & ENCUMBERED /BUDGETED
General Funds					
Business Development	\$3,991,087	\$3,161,809	\$807,774	\$21,504	99%
Strategic Initiatives	\$234,796	\$135,533	\$98,467	\$796	99%
Regional Offices	\$109,281	\$77,325	\$0	\$31,956	71%
Community Development	\$372,802	\$45,696	\$0	\$327,106	12%
Business Ready Communities	\$48,631,703	\$10,770,477	\$30,287,812	\$7,573,414	84%
Main Street	\$288,453	\$153,357	\$125,942	\$9,154	97%
Executive & Board of Directors	\$271,860	\$236,787	\$35,000	\$73	99%
Agency Services	\$444,958	\$317,196	\$126,632	\$1,130	99%
Accounting	\$88,640	\$45,920	\$36,500	\$6,220	93%
Electronic Services	\$179,666	\$154,884	\$23,338	\$1,444	99%
Human Resources	\$4,940,771	\$3,881,648	\$265,952	\$793,171	84%
Communications & Marketing	\$68,450	\$56,638	\$7,275	\$4,537	93%
Women's Council	\$36,735	\$21,065	\$10,000	\$5,670	85%
	\$59,659,202	\$19,058,335	\$31,824,692	\$8,776,174	85%
Federal Funds					
Brownfield Revolving Loan Program	\$800,000	\$0	\$0	\$800,000	0%
CDBG Program	\$6,218,226	\$1,301,796	\$1,183,823	\$3,732,607	40%
Specialty Crop Block Grant	\$21,750	\$4,225	\$17,225	\$300	99%
State Energy Repurposed ARRA Funds	\$423,259	\$207,265	\$8,125	\$207,869	51%
State Energy Conservation Program	\$355,564	\$242,693	\$93,217	\$19,654	94%
State Trade and Export Program (STEP)	\$33,110	\$33,110	\$0	\$0	100%
CARES Act Business Relief Program	\$100,000,000	\$43,095,493	\$0	\$56,904,507	43%
	\$107,851,909	\$44,884,582	\$1,302,390	\$61,664,937	43%
Primary Agency Funds (See Terms on back for descriptions)					
Economic Loan Development (fund 039/089)*	\$33,426,176	\$5,057,447	\$750,201	\$27,618,528	17%
Wyoming Business Council (fund 085)	\$45,425	\$29,516	\$0	\$15,909	65%
Rural Rehabilitation (fund 499)	\$173,209	\$85,579	\$59,858	\$27,772	84%
Broadband (fund 749)	\$3,000,000	\$0	\$0	\$3,000,000	0%
	\$36,644,810	\$5,172,542	\$810,059	\$30,662,209	16%
TOTAL	\$204,155,921	\$69,115,459	\$33,937,141	\$101,103,321	50%

Quarterly Financial Update

FY2020 BALANCES

Loans Receivable	Net Balance
Balances as of 6/30/20	
Economic Disaster loans	\$8,493,288
Bridge loans	\$2,038,206
Mainstreet loans	-
Amendment IV loans	\$14,796
Natural Gas Infrastructure loans	\$211,245
WyoTech loan	\$4,900,000
BRC loans	\$10,784,449
ARRA SEP loans	\$410,958
Unallocated allowance	(\$90,066)
TOTAL	\$26,762,876



Governor's Office Funds = \$3,814,194
Petroleum Violation Escrows



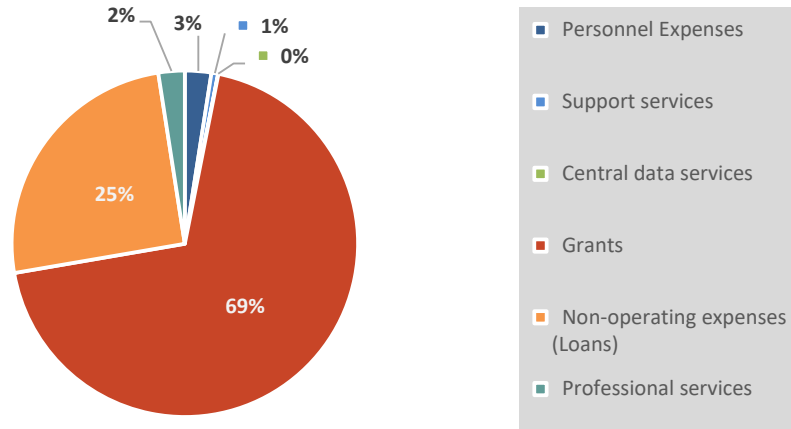
Lindsay Orr, CPA
Accounting Manager
lyndsay.orr@wyo.gov | 307.777.2849



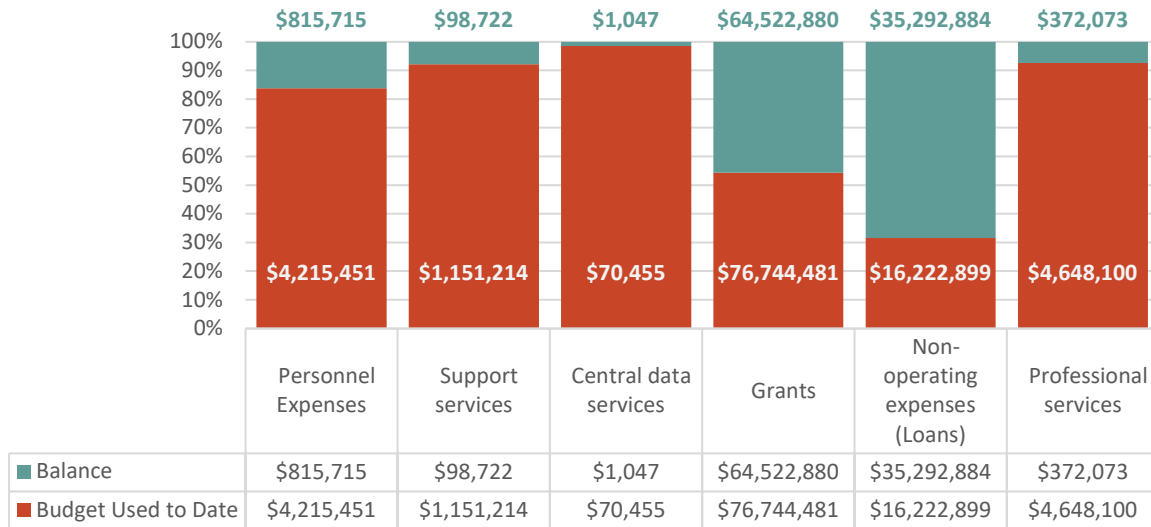
Learn more about Wyoming Business Council Financials at wyomingbusiness.org/boardbook.

* \$25 million reserved for Large Loan Enterprise Fund, not included in Available Cash Balance.

BUDGETED EXPENDITURES BY FUNDING SOURCE



LINE ITEM EXPENDITURE SUMMARY



TERMS

- Budgeted** - Year one of two in the biennium budget
- Encumbered** - Funds are committed for a specific purpose
- Expended** - Funds have been spent
- Federal Fund** - Department of Energy, Housing and Urban Development, Small Business Administration, Environmental Protection Agency
- General Fund** - Appropriated by the Wyoming Legislature on a biennium budget
- Agency Funds** - Special revenue funds that carry forward year to year
- 039 Challenge Loan** - Economic Development Loans
- 085 Shared with Tourism** - Selling Wyoming First Program and Tourism sales
- 499 Rural Rehab** - Farm Home Administration Funding for rural development
- 749 Broadband** - Transferred from Governor's Office ENDOW Fund for remainder 19/20 Biennium

LOANS

- ARRA SEP loans** - for energy efficiency projects
- BRC Loans** - from BRC to a public entity
- Amendment IV Loans** - Pre-Challenge Loan Program
- Bridge Loans** - Participation w/ bank
- Economic Development Loans** - for industry disasters (excl. natural disasters)
- Main Street Loans** - Participation w/ bank
- Natural Gas Infrastructure** - for Natural Gas Fueling Stations

Learn more about Wyoming Business Council Financials at wyomingbusiness.org/boardbook.



Lyndsay Orr, CPA
Accounting Manager
lyndsay.orr@wyo.gov | 307.777.2849



Personnel Report

Aug. 27, 2020

Farewells:

Baylie Evans
Jason Reid
Debbie Richardson

New Hires & New Roles:

None

Vacancies:

Brand Strategist
Development Finance Consultant
Program and Services Innovator

Policy Updates:

Telecommuting

Working from home can provide many benefits for both the organization and the employee. The WBC is proud to offer this benefit as an option to high performing employees whose positions can be done remotely.

Even as we enter a more flexible approach to work, it is important to remember that the office continues to offer a sense of community, collaboration, and inspiration for the team. When teams are together in the office, problems are solved, or new ideas are generated from a simple passing in the hallway. Because of the many benefits of on-site teamwork, telecommuting is available on a part-time basis only and limited to a maximum of three days per week.

It goes without saying that not all positions can be done remotely. The Wyoming Business Council offers customers a destination to walk in and seek support from any of our talented professionals. This is a service that adds value to our customers and pleasant professionals available to greet and direct clients is critical to our success. Individuals in such positions are not eligible to work from home unless there are exceptional circumstances.

Telecommuting requests are evaluated by supervisors on a case by case basis. Employee performance, tenure, independence, decision-making, initiative, and communication skills are among many factors that supervisors will consider before approving a part-time telecommuting request.

Working from home is a privilege and can be reversed at any time at the supervisor's discretion. All employees approved to work from home will be required to acknowledge by signature, the terms and conditions of the arrangement.

Remote Workers

Telecommuting and remote work are two different arrangements. Remote workers are those employees that live outside of WBC's geographic headquarters in Cheyenne. Telecommuting is when an employee does some on-site work.

Our customers walk all trails throughout Wyoming and having remote workers who live in every corner help us to efficiently deliver with great impact. From time to time, WBC may recruit to fill specific positions from a targeted area in Wyoming.

WBC Telecommuting Terms and Conditions

All employees approved for telecommuting are required to comply with the following terms and conditions to maintain the work arrangement.

1. Workdays established for telecommuting will be agreed upon between the supervisor and the employee.
2. Employee must be a high performer and maintain successful performance during the telecommuting arrangement.
3. The employee must provide focused coverage during core business hours.
4. The employee must be able to travel and attend meetings as needed.
5. Employee must forward their office telephone to their cell phone.
6. Employee must maintain a workspace free of known hazards.
7. Per state law employee is covered by State Workers' Compensation.
8. Employees are required to use only WBC issued computers and devices to carry out duties. Use of personal computers or devices for WBC-related business is prohibited.
9. Company records must be safeguarded. No confidential or proprietary record should be copied or shared with persons unrelated to the activity.
10. Travel time and/ or mileage will not be reimbursed to come to the office or offsite meeting.
11. Employee is required to follow all leave policies and record keeping requirements.
12. Employees must arrange for childcare during telecommuting hours.
13. Business meetings shall take place in an office or an appropriate meeting place outside of the employee's home.
14. WBC will not pay for any additional expenses incurred by employee for telecommuting such as utility costs.

COMMUNITY GRANT AND LOAN COMMITTEE



Allocation Memo

To: Wyoming Business Council Board of Directors
From: Julie Kozlowski, Community Development Director
Date: September 10, 2020
Re: Business Ready Community (BRC) Program Allocation Plan

Background

The Wyoming Business Council established an allocation plan May 2016 to guide the disbursement of funds from the Business Ready Community (BRC) program. An allocation plan is not required by statute or rule, but is the prerogative of the board. The allocation plan was created, due to a significant reduction in funding for the BFY17/18, as a means to address projects and program priorities while retaining funding for future opportunities. The plan also allows the WBC Board to set and communicate priorities for funding specific project types.

Considerations

- Flexibility over rigidity
- Use as a guideline and not a hard-and-fast rule;
- May be revisited regularly by the WBC Board;
- Prioritizing funding;
- Higher priority projects may “pull” money from lower priority allocations, but not the other way around.
- WBC Board makes allocations quarterly and adjusts funding quarterly
- Budgets will change based on actual awards, carry-over funds, de-obligations, loan repayments and revenue recapture.

Business Ready Community Funding by Biennial Fiscal Years

Biennial Fiscal Year	Allocation
03/04	\$8,400,000
05/06	\$31,350,000
07/08	\$79,250,000
09/10	\$68,131,255
11/12	\$50,000,000
13/14*	\$50,000,000
15/16*	\$74,130,000
17/18	\$38,588,050
19/20	\$38,588,050
21/22	\$29,300,000

* includes funding for large infrastructure projects (\$15,000,000 in BFY 13/14 and \$10,000,000 in BFY 15/16)

Using the current guidelines and priorities/percentages, the allocation for FY21 is:

- Business Committed 45%
- Community Development 54% (includes readiness and enhancement)

- Planning 1%

The BFY21/22 BRC budget is as follows:

\$21,300,000 - General Fund

\$8,000,000 - Other Funds (Mineral Royalty Grant)

\$29,300,000

-\$2,478,457 - Due to budget reductions as recommended by Governor on 8/26/20 leaving a balance of **\$26,821,543**

As of June 30, 2020, the BRC balance from previous fiscal years was \$18,008,159. Therefore, total funds available equals \$44,829,702.

2021-2022 BRC BIENNIUM ALLOCATION PLAN			
BRC Project Types	Priorities	% of Allocation	Biennium Allocation
Business Committed	High	45%	\$20,173,366
Community Development	Medium	54%	\$24,208,039
Planning	Low	1%	\$448,297
Totals		100%	\$44,829,702

FY21 ALLOCATION PLAN			
BRC Project Types	Priorities	% of Allocation	Biennium Allocation
Business Committed	High	45%	\$10,086,682
Community Development	Medium	54%	\$12,104,020
Planning	Low	1%	\$224,149
Totals		100%	\$22,414,851

FY21 - Q1 ALLOCATION			
BRC Project Types	Priorities	% of Allocation	Available Funding
Business Committed	High	45%	\$2,521,671
Community Development	Medium	54%	\$3,026,005
Planning	Low	1%	\$56,037
Totals		100%	\$5,603,713

Should additional budget reductions be necessary, the allocation plan can be recalculated to consider that reduction in funding.

Staff requests the board's guidance on the project types, priorities, percentage of allocation and intervals at which balances will be revisited.

Business Ready Community Overview

BRC Application and Financial Summary

Total available funds: \$48,017,465

Applications received for the June 1, 2020, application cycle:

BRC Applications Received June 1, 2020				
Applicant	Project	Type	Request	Staff Recommendation
Greybull, Town of	Greybull Business Park Phase II	CD - Readiness	\$ 600,000	\$ 600,000
Sheridan County	Red Grade Trails	CD - Enhancement	\$ 500,000	\$ 500,000
Total Requests			\$ 1,100,000	\$ 1,100,000
Total BRC Funding Available				\$ 44,829,702
FY21 BRC Funding Available				\$ 22,414,851
FY21 Funds remaining if awarded				\$ 21,314,851

Awards are contingent on the satisfactory execution and administration of previous grants or loans by an applicant. Other contingencies, if any, are defined in the project descriptions. The office of the Attorney General conducts a review of applications that are Business Committed, that have a loan component, or any extenuating circumstances.

Allocation Plan – FY21/22

2021-2022 BRC BIENNIUM ALLOCATION PLAN			
BRC Project Types	Priorities	% of Allocation	Biennium Allocation
Business Committed	High	45%	\$ 20,173,366
Community Development	Medium	54%	\$ 24,208,039
Planning	Low	1%	\$ 448,297
Totals		100%	\$ 44,829,702

FY21 ALLOCATION PLAN			
BRC Project Types	Priorities	% of Allocation	Biennium Allocation
Business Committed	High	45%	\$ 10,086,682
Community Development	Medium	54%	\$ 12,104,020
Planning	Low	1%	\$ 224,149
Totals		100%	\$ 22,414,851

Town of Greybull
Greybull Business Park, Phase II
Community Readiness Project

\$600,000 Grant Request

\$84,060 Cash Match

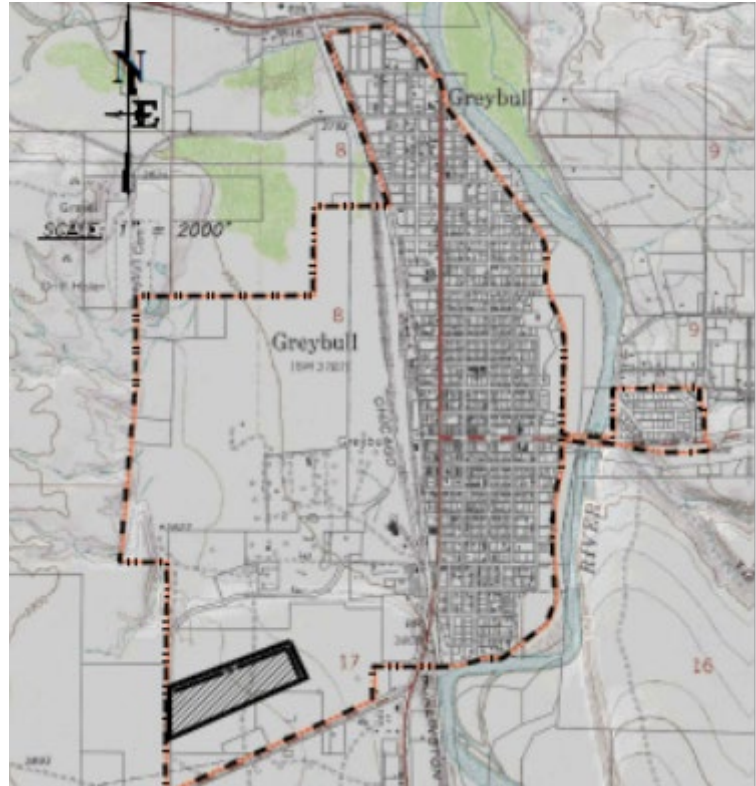
\$292,760 In-Kind

Project Description

The Town of Greybull requests \$600,000 in Community Readiness grant funds in order to pave roads for Phase II (lots 37-72) of the Greybull Business Park. These lots exist on 29.67 acres. The town has already platted and recorded these lots and has begun the power expansion with Rocky Mountain Power. Plans and estimates are complete for the water and firefighting expansion, which will be paid from a dedicated Water Fund line item in the town's budget. The town will also expand natural gas and telecommunication services with a dedicated Capital Improvements Fund line item.

The Greybull Business Park contains 73.66 acres of commercial property comprised of 72 individual lots. The town has sold 29 of 72 lots. Three lots are pending closing and the town may designate 9 lots as open space for recreational use (BMX track and archery range). Lots have been sold to 10 businesses, with 8 having already constructed buildings or begun construction. Lots 1-36 are shovel ready with electric, natural gas, and municipal water to the property lines. The streets around lots 1-36 are also paved.

Phase I of the Greybull Business Park has been successful; as of the date of the application, only 4 lots were available for sale (of 36). Furthermore, they have already sold 3 lots of the 36 that will be available for Phase II to a local manufacturer. This company has invested a significant amount of money on their property that abuts the town boundary. They also understand that the town will develop infrastructure as quickly as possible, with no promise of paving by any specific date.



The town is moving forward with water and firefighting, telecommunications, natural gas and power infrastructure upgrades in the coming months to allow this advanced manufacturing company to begin construction on their new building in the Business Park.

Strategic Value Proposition

Phase II of the Greybull Business Park will help the WBC add value to core industries and, more so, to activate new economic sectors. Greybull believes that there will be an opportunity in the post-COVID-19 economy to attract families and businesses from the population centers to rural areas. Greybull is prepared to transform this pandemic disruption into new economic opportunity for the Big Horn Basin region.

This project specifically will encourage that region's startups and entrepreneurs, assist existing manufacturing businesses to expand, and reinvest in the community and State. Phase I of the Business Park (36 lots) showed that there is a need for this type of development for existing businesses as well as start-ups. Multiple existing businesses have been able to expand their operations in the business park, opening commercial space in town for smaller or new businesses.

For the last several years, the Town Council has worked towards making their community more business friendly. They have recently hired an economic development director and are working towards some economic and community development projects. These include a community swimming pool which opened this summer after many years of hard work, Rec Center upgrades, downtown beautification/revitalization, and recent work to develop a rail siding/cargo loading area. The development of Phase II of the Business Park will allow the economic development director to assist existing businesses expand, as well as recruit companies in new sectors.

Project Readiness

While the Town of Greybull does not have an official economic development plan in writing, they have recently invested in an economic development director to keep momentum around business development, recreational opportunities, and community events. Town Council members are also dedicated to business and community development and have worked with many of the businesses that are interested in purchasing land in the Business Park.

Additionally, in August 2020 the town participated in a Community Review process to engage in a long-term effort of strategic planning. This program brings together community members and local leaders with experts in rural community and economic development to identify local priorities and resources to achieve them. During this process, the opportunities surrounding the Business Park were discussed extensively, along with diversifying the economy and assisting the manufacturing industry. Major themes that were identified and will continue to be of focus for the community include:

- Job Creation
 - Diversified Industries
 - Fill the Business Park
- Downtown Vitality (retail & restaurants)
- Senior Living
- Clean up Entrances/Town
- Maximize the River
-

Finally, the business park is located on the site of a former refinery. The town is aware of the potential for further contamination discovery due to previous land use and has a plan in place for any remediation. The site is under a voluntary remediation program with the Wyoming Department of Environmental Quality (WDEQ). During Phase I, some contamination was remediated during a site cleanup managed by WDEQ. If additional undiscovered contamination is still present the town has a BP-funded bank account to help with remediation, something private industry is unlikely to be able to manage on its own. Contaminants may include hydrocarbon-containing waste, asbestos and/or other refinery-related contaminants.

Revenue Recapture Plan

Sources	
BRC amount	\$ 600,000
Cash Match	\$ 84,060
In-Kind Match	\$ 292,760
Total eligible project cost	\$ 976,820
BRC % of total eligible project costs	88%
Local % of total eligible project costs	22%
Uses	
Non-Construction Costs	
Architectural and Engineering fees	\$ 38,500
Other fees (surveys, tests, etc.)	\$ 17,000
Construction Costs	
Electrical Systems (power infrastructure)	\$ 50,000
Fire Protection (water infrastructure)	\$ 226,760
Mobilization, subgrade prep, road-base, paving & culverts	\$ 523,800
Natural gas/telecommunication infrastructure	\$ 16,000
Contingencies (12%)	\$ 104,760
Total Uses	\$ 976,820

The Town is proposing revenue recapture to the BRC fund of 25% of their net revenue on the lots sold within Phase II. Selling all 29.67 acres at the proposed \$3,000/acre will equal \$89,010 from the sale of all lots in Phase II. While the initial appraisal on the original 4 lots came in at \$6,112/acre, the Town has been selling lots from Phase I at the proposed \$3,000/acre as an economic development incentive. This is under the economic development exemption in State Statute Section 15-1-112(b)(i)(D) with a reversionary clause contained in the warranty deed to

ensure development is completed and speculators do not try to flip vacant land for a profit. The Town plans to sell all lots in Phase II at the same price under this exemption. Thus, the revenue recapture to the BRC fund will equal \$22,252.

Funding Sources and Uses

The Town will provide a 39% match in the form of cash (\$84,060) and in-kind (water, telecommunications, natural gas and power infrastructure upgrades) that equal \$292,760.

Performance Measure Chart

	Greybull Business Park Phase II Project				
Project Budget	Projected Grant Expenditure Schedule				
	Description	BRC	Match		Total
			Cash	In-Kind	
	Non-Construction Costs	\$ 48,680	\$ 6,820	\$ -	\$ 55,500
	Construction Costs	\$ 551,320	\$ 77,240	\$ 292,760	\$ 921,320
	Total Project Cost	\$ 600,000	\$ 84,060	\$ 292,760	\$ 976,820
	Percentage BRC of all cash:		88%		
Performance Measures	Measure		Quantity	Notes	
	Businesses Assisted		10 - 20	Up to 20 in the new lots being developed.	
	Revenue Recapture		\$ 22,252	Phase I revenue recaptured from the sale of lots to be paid back to BRC Program.	
	Jobs to be Created (5 Year Projection)		8 - 10	Full Time Equivalents.	
Project Infrastructure	Acres Developed		29.67	Total acres in the business park are 73.66	
	Lots Developed		36	The additional 36 lots developed will bring the total number of individual lots in the business park to 72.	
	Water Infrastructure		2,700 lineal-feet	Water-line extension.	
	Road Infrastructure		2,980 lineal-feet	New road pavement to developed lots.	

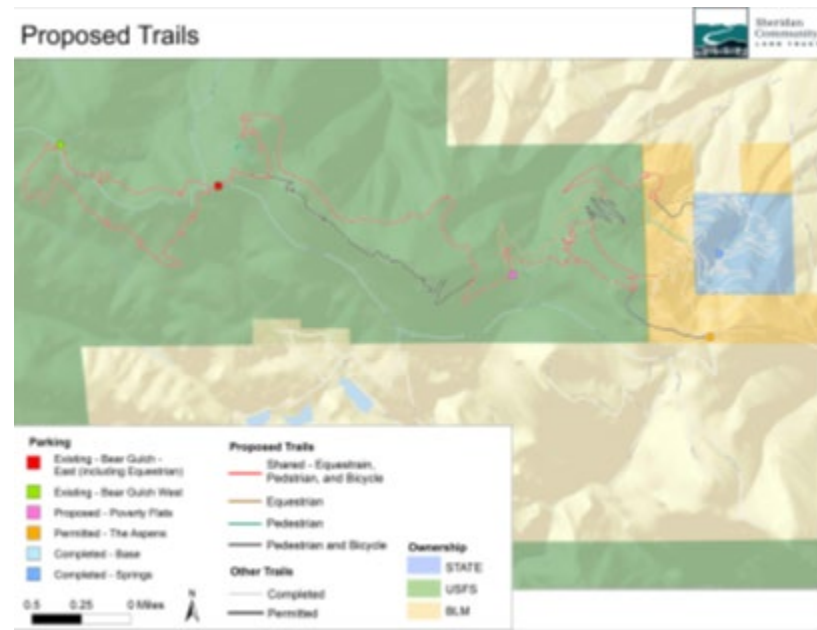
Staff Recommendation

Staff recommends funding as requested.

Sheridan County
Red Grade Trails Enhancement Project
\$500,000 Grant Request
\$100,000 Match

Project Description

Sheridan County is requesting a \$500,000 Enhancement grant for Phase 2 of the Red Grade Trails System. The Red Grade Trails System is a collaborative project of Sheridan County and the Sheridan Community Land Trust (SCLT) to develop public recreation opportunities in the form of approximately 27 trail miles on State of Wyoming, United States Forest Service, and Bureau of Land Management owned property. Phase 2 will develop two parking facilities and construct eleven miles of nonmotorized, multi-use trails on the portion of the Red Grade Trails System that lies on property managed by the Bighorn National Forest.



Each phase of this project was designed to be fully functional and usable as a standalone allowing the project to complete the phases as funding and resources became available. Phase 1 has been completed and is maintained through local funding for SCLT staff and volunteers. It should also be noted that \$44,810 has been raised for Phase 3 funding through community support since the Coronavirus pandemic begun. Phase 3 will be a multi-year campaign with a goal of \$100,000 per year until the \$700,000 is reached.

Below is a breakdown of each phase of this project and the sources of funding.

Phase	Amount	Sources	Details	
Phase 1	\$270,000	WY Recreational Trail Program Grant (\$50,000)	Parking Facilities - 2	Trail Miles - 6
		Community Support		
		Volunteer Hours		
Phase 2	\$600,000	\$500,000 BRC Grant	Parking Facilities - 2	Trail Miles - 11
		\$100,000 Match		
Phase 3	\$700,000	Community Support	Parking Facilities - 2	Trail Miles - 10
		Regional Grants		
Total:	\$1,570,000		6 Parking Facilities	27 Trail Miles

SCLT currently spends \$30,000 annually to maintain its existing 13 trails and estimates once the other phases are complete to spend \$60,000/year. This has been and will continue to be funded via local community support, foundations, and State Recreation Trails Program grants.

Community Benefits:

Many studies and research have shown that outdoor recreation (trails and parks) offers positive economic, health, and quality of life benefits. The Wyoming Office of Tourism has also recognized the importance of recreation in promoting tourism. Their "That's Wy" campaign seeks to drive tourism through connecting audiences to Wyoming's "breathtaking landscapes". The Red Grade Trails System has incorporated the "That's Wy" campaign in their marketing and social media and has included in the Wyoming Office of Tourism's website list of "Things to do" while visiting Wyoming.

Local industry has also shown support for nonmotorized recreation trail systems as an important component of attracting and retaining a high-quality workforce and driving economic opportunity.

- Joe Wright, CEO of Kennon Products, Inc. said:
"Our city and county trail systems are fantastic assets for our community and businesses that operate here."
- Marie Lowe, with Century 21 BHJ Realty said:
"As a business owner with Century 21 BHJ Realty in Sheridan, I work with many new people moving to the area. One of our best "sale pitches" is the trail system."
- Jordan LeDuc, of the Sheridan Bicycle Company said:

“I’ve operated Sheridan Bicycle Company in Sheridan County for seven years. Without places to get outdoors like the Red Grade Trails, I wouldn’t be here, and my business wouldn’t be here either.”

- Shawn Parker, Executive Director of Sheridan County Travel & Tourism said: “Outdoor recreation is the backbone of Wyoming’s travel and tourism economy. Of the 400,000 overnight visitors who come to Sheridan County each year, more than 50% engage in some form of outdoor recreation – whether that be hiking, biking, fishing, rock climbing, or simply enjoying our beautiful trail system. Annually, visitors spend \$118 million in Sheridan County. The revenue generated as a part of the tourism economy helps to employ more than 1,000 people, contributes more than \$5 million to our local tax base, and contributes to Sheridan County’s diverse economy, which is less reliant on minerals and extraction than many other Wyoming communities.”
- Adam Weatherby, CEO of Weatherby, Inc. said: “There were many reasons we chose Sheridan, Wyoming as our new home for Weatherby, Inc. One of the largest of these reasons was the incredible access to the outdoors and endless mountain trails, streams and grasslands that flourish here in Northern Wyoming. Our employees, and their families, spend a great deal of time in the outdoors here locally and the access to these lands are one of the reasons many of our employees chose to relocate here.”
- Chris Hayden with Hammer Chevrolet said: “One of the greatest challenges I have in my business is keeping employees. Places like Red Grade Trails are essential for my business because they give my employees and their families a place to enjoy the outdoors close to home. Without places like Red Grade Trails, it’s a lot harder to keep employees and their families here.”

This project also complements additional recreation development in the region. SCLT regularly partners with the Antelope Butte Foundation. They also partner with the Dead Swede Bike Race as part of the race uses SCLT developed trails. Last summer the Dead Swede Bike Race brought \$250,000 in local spending and investment with 645 race participants, supporters, and families for the one-day event. To gather specific data on trail use, trail counters were installed on one of the established trails within the Red Grade Trails System. Trail use counts were used to estimate the overall use of the existing Red Grade Trails as approximately 14,000 – 15,000 visits per year. SCLT anticipates that in the long-term these numbers will increase, with peak use occurring in the summer months; however, year-round use is expected to increase since skiers, snow-shoers, and fat-bikers are often seen on the trails.

Finally, the Hemingway Society has rescheduled their International Society Conference for July 18-24, 2021 (originally scheduled for July 19 – 26, 2020). This conference will be held in Sheridan for the first part of the week-long event, and Cooke City Montana for the last part of the week. The convention will provide attendees an opportunity to explore Hemingway's Rocky Mountain West. It is proposed that this conference will bring approximately 1,000 visitors to Sheridan and the region.

Strategic Value Proposition

This project aligns well with the WBC Strategy by adding value to one of Wyoming's core industries in tourism and outdoor recreation and leveraging it to attract workforce. Many businesses in the area commented that their employees are attracted to living and working in the community partly because of the outdoor recreation amenities available.

This project also aligns with other components of the WBC Strategy, including:

- Recruit companies and offices that employ highly skilled and highly educated workforce in core sectors
- Invest in amenities like downtowns, connectivity and recreation that draw and retain knowledge, creative and advanced manufacturing workforce

Project Readiness

In February 2020, Sheridan County adopted the Sheridan County Comprehensive Plan. Support for this type of project was identified within this Plan under Goal 5.6 and related policies.

- Goal 5.6: The County will support planning and extension of a regional non-motorized trails & pathways system.
 - Policy 5.6a: Coordinate to implement and extend the Sheridan Pathways Master Plan
 - The county will work with the City of Sheridan and other partners to implement aspects of their Pathways Plan that overlap in possible extensions of trails
 - Policy 5.6b: Plan for and establish a regional multi-use trails system
 - The county will coordinate with the Sheridan Community Land Trust and citizens and plan for a linked non-motorized trail system and accommodates multiple users (e.g. walkers, joggers, bicycles, equestrians, and disabled)

The community supports its outdoor recreation amenities and is heavily invested in this project. Phase 1 has been completed, Phase 3 fundraising is underway, and the ongoing maintenance has been and will continue to be provided by local support.

Funding Sources and Uses

When completed, the requested WBC \$500,000 contribution will be leveraged by \$1,070,000 in local contributions, as well as thousands of hours of community volunteer hours and support.

Sources	
BRC amount	\$ 500,000
Cash Match	\$ 100,000
Total eligible project cost	\$ 600,000
BRC % of total eligible project costs	83%
Local % of total eligible project costs	17%
Uses	
Project inspection fees	\$ 15,000
Construction Costs	
Site work	\$ 161,938
SCLT Trail Builder salary - Maintenance	\$ 30,000
SCLT Trail Builder salary - New Construction	\$ 30,000
Trail Contractor - Tread clearing & construction	\$ 258,454
Trail fence, crossings, bridges & hardening	\$ 40,000
Trail building mobilization	\$ 10,000
Contingencies (10%)	\$ 54,608
Total Uses	\$ 600,000

Performance Measures

Sheridan County Red Grade Trails Project				
Project Budget	Projected Grant Expenditure Schedule			
	Description	BRC	Match	Total
			Cash	
	Non-Construction Costs	\$ 12,500	\$ 2,500	\$ 15,000
	Construction Costs	\$ 487,500	\$ 97,500	\$ 585,000
	Total Project Cost	\$ 500,000	\$ 100,000	\$ 600,000
	Percentage BRC of all cash:	83%		
Return on Investment Performance Measures	Measure	Quantity		
	Year One Additional Trail Uses	3,000		
	Year Two Additional Trail Uses	6,500		
	Year Three Additional Trail Uses	10,000		
	Year Four Additional Trail Uses	15,000		
	Year Five Additional Trail Uses	20,000		
	Number of Volunteers Year One	165		
	Number of Volunteers Year Two	180		
	Number of Volunteers Year Three	200		
	Number of Volunteers Year Four	220		
	Number of Volunteers Year Five	240		
	Number of Trail Ambassadors Year One	21		
	Number of Trail Ambassadors Year Two	22		
	Number of Trail Ambassadors Year Three	23		
	Number of Trail Ambassadors Year Four	24		
	Number of Trail Ambassadors Year Five	26		
	Total Five Year In-Kind Contributions of Volunteers/Ambassadors	\$ 250,000		
Additional Performance Measures	Operations & Maintenance Funding Year 1	\$ 60,000		
	Operations & Maintenance Funding Year 2	\$ 62,000		
	Operations and Maintenance Funding Year	\$ 63,700		
	Operations and Maintenance Funding Year	\$ 65,500		
	Operations and Maintenance Funding Year	\$ 67,500		
	Cap-Ex Phase I	\$ 270,000		
	Cap-Ex Phase II (current request)	\$ 600,000		
	Cap-Ex Phase III	\$ 700,000		
	Leveraged Funding Phase I & Phase III	\$ 970,000		
	Leveraged Funding Phase II (current request)	\$ 100,000		
Project Infrastructure	Total Trail Miles Developed	12 miles		
	Parking Facilities Developed	2		
	Parking Spaces Developed	26		

Staff Recommendation

Staff recommends funding as requested.

Business Ready Community Rule Promulgation

TO: WBC Board of Directors
FROM: Julie Kozlowski, Community Development Director
DATE: September 10, 2020
RE: Business Ready Community Rule Promulgation

The Business Ready Community Grant and Loan Program (BRC) was established in 2003 as a mechanism to provide infrastructure to recruit new and expand existing business across the state. Since its inception the program has funded over 400 projects investing approximately \$415 million in Wyoming. Sixty-six municipalities across all 23 counties have been assisted. Periodically, staff reviews the rules to insure they are meeting the needs of Wyoming's local governments and supports the vision of the Wyoming Business Council as related to economic development and diversification.

Staff has internally suggested changes to the rules that streamline them to the core of accessing the program. The "nuts and bolts" if you will. Other decision making criteria such as current board philosophy, WBC strategy, etc. will be provided to applicants and used by staff through a variety of other documents including (but not limited to) the application and checklist, a scoring matrix and the allocation plan.

Staff has engaged key stakeholder groups for feedback about the program. In March, an internal working group met to distill some of the common themes with BRC which might in turn help to create solutions. Many items can be addressed outside of the rule process. Those that must be addressed in rule include:

- Access to the program depends on available local government funding. Staff is suggesting reduction in match for enhancement and planning.
- There is a territorial/competitive nature to projects. Additionally, there are many competing needs and an unwillingness to reach across county lines (for example) to achieve critical mass in terms of workforce, population, funding, etc. Staff is suggesting adding a regional component.
- A more defined and consistent approach to revenue recapture. Staff has clarified language related to revenue recapture.
- More robust public involvement requirements.
- Staff has added language to address change in business ownership during the life of a project.
- Staff added the definition of infrastructure as it appears in the BRC statute (W.S. 9-12-601(b)).
- Staff tightened the language about job creation and the question of wages was pulled out of rule.
- Staff is suggesting an increase in the maximum grant available to smaller communities in the enhancement category.
- Staff suggests updating the categories by which data centers are typically classified.

Staff requests the board's approval to submit the rules to the formal rule promulgation process and begin taking public comment. I welcome your feedback and advice. I am pleased to answer any questions you may have.

DRAFT

STATE OF WYOMING

Business Ready Community Grant and Loan Program Rules

Most recent amendments filed

Rules are anticipated to be effective for all projects awarded after

WYOMING BUSINESS COUNCIL
214 West 15th Street
Cheyenne, WY 82002

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CHAPTER 4

BUSINESS READY COMMUNITY MANAGED DATA CENTER COST

REDUCTION FUNDING

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Chapter 1

GENERAL PROVISIONS

Section 1. Purpose.

(a) The purpose of the program is to promote economic development at the city, town, county and regional levels in order to improve economic health and a stronger state economy. These rules are adopted in order to implement W.S. 9-12-602 through 9-12-603, which provide for the making of grants and loans to eligible applicants for economic or educational development infrastructure. The rules provide for a method of application, review and recommendation, the establishment of terms and conditions of awards and a hearing process.

Section 2. Authority.

(a) Rulemaking for this program is the responsibility of the Wyoming Business Council as authorized by W.S. 9-12-104(a)(iv) and W.S. 9-12- 601.

Section 3. Definitions.

(a) “Board” means the Wyoming State Loan and Investment Board.

(b) “Cash match” means cash contributed to the total eligible project cost. Real estate owned by the applicant or community development organization may be used as cash if the property in question was not purchased or developed by BRC funds and the value of the real estate is supported by an appraisal. Engineering and design work completed within six months of the date a project application is received by the Wyoming Business Council may be counted as cash match.

(c) “Community Development Organization” means a business entity organized to provide services as an agent of the applicant for the exclusive mission of helping to develop and support economic development within a specified city, county or region by providing necessary resources and assistance.

(d) “Council” means the Wyoming Business Council Board of Directors.

(e) “Council staff” means the staff of the Wyoming Business Council assigned to administer the program.

(f) “Economic Development” means creating additional economic health and a stronger state economy.

(g) “Eligible project costs” means total project cost, less ineligible project costs. Examples of ineligible costs include appliances, equipment, furnishings and other features of the facility which are not physically attached.

(h) “Ineligible project costs” means project costs that are not eligible for BRC funding and include appliances, equipment, furnishings and other features of the facility which are not physically attached, and any other items identified by Council staff.

(i) “Infrastructure” means the purchase of land, buildings, facilities, telecommunications infrastructure, rights of way, airports, sewer and water projects, roads, landscaping, recreational and convention facilities or other infrastructure determined by Council staff. It does not include rehabilitation or expansion of existing infrastructure unless Council staff determines the rehabilitation or expansion is necessary to meet the purposes of this program.

(j) “In-kind match” are contributions with value and must be applicable to the period to which the matching requirement applies and must be necessary for the project. Examples of in-kind contributions include labor, materials and real estate. In-kind contributions must be verifiable from the records showing how the value placed on in-kind contributions was derived. Labor services will be reported using rates consistent with those ordinarily paid by the applicant or other employers for similar work in the same labor market. Donated materials will be valued at market value at the time of donation. The value of donated buildings or land will be established using a market value or appraisal set by an independent appraiser or a market analysis prepared by a licensed realtor.

(k) “Multi-year project” means a large scale, stand-alone project which will be constructed over separate calendar years and which cannot be separated into smaller, independently operational phases.

(l) “Phased projects” means a project in which parts (“phases”) are completed and fully functional before the entire project is built-out. Receipt of funding for a phased project does not guarantee additional funding for future phases.

(m) “Political subdivision” is an entity, serving as an agent for the applicant that meets two of the three following criteria:

(i) A governmental function with a local purpose;

- (ii) Officers elected by the district's inhabitants;
- (iii) Provisions for assessment of taxes for finance purposes.

(n) "Primary jobs" are jobs created or retained by a business(es) that provide(s) goods and services that are primarily exported out of the state, that gain market share from imports to the state, that meet an unmet need in the market area and result in the creation of new wealth or economic diversification. An additional consideration will be wages and benefits.

(o) "Revenue generating project" means real property developed with BRC grants or loans that can generate revenue from lease payments or the proceeds from the sale of real property.

(i) "Net Revenue" means income generated by the lease or sale of a BRC funded asset, less expenses associated with maintaining the asset. Deductible expenses must be paid by owner and can include utility costs, insurance, property taxes, pest control, repairs, property association fees and property maintenance.

(p) "State Development Organization" means a corporation organized under W.S. 17-11-101 through 17-11-120 with the authority to provide financing for new, existing or expanding businesses and to fulfill other economic or community development purposes throughout the state of Wyoming and which may take equity positions and shall take security positions in its borrowers' businesses and appropriate personal guarantees from the owners thereof.

Section 4. Eligible Applicants.

(a) A county, an incorporated city or town and joint powers board may apply for funding. A joint powers board may apply with the approval of all participating agencies to the joint powers agreement.

(i) Two or more eligible applicants may apply for a joint project via one application.

(b) The Council may enter into a contract/cooperative agreement with the Eastern Shoshone or the Northern Arapahoe Tribe in order to promote the purpose of this program.

(c) An applicant may contract with a Community Development Organization, State Development Organization or political subdivision to use BRC funds.

Section 5. Type of Projects.

(a) A Business Committed Project is a project in which an applicant has a business committed to start-up, expand, locate or retain jobs in the community. The applicant must demonstrate that new primary jobs will be created or retained by the business.. In addition to assisting a particular business, a Business Committed Project may also fulfill the purpose of a Community Readiness Project. The maximum grant amount is \$3,000,000. Funding in excess of the maximum grant amount may be applied for as a BRC loan.

(b) A Community Readiness Project is a project which has no specific business committed to expand or locate in a community. The community wants to build infrastructure to ready itself for new business development under a specific strategy or plan of action. The applicant must demonstrate potential exists for creation of new primary jobs. The maximum grant amount is \$3,000,000. Funding in excess of the maximum grant amount may be applied for as a BRC loan.

(c) A Community Enhancement Project is a project in which an applicant wants to improve the community's aesthetic character or quality of life in order to make itself more attractive for business development or workforce attraction and/or retention under a specific strategy or plan of action. Landscaping and streetscaping enhancements must be located in commercial districts, sites of business activity or high visibility areas. Recreation, convention or cultural centers must have a draw greater than the jurisdictional boundaries of the applicant. The maximum grant amount for Category 1 applicants is \$500,000 and the maximum grant amount for Category 2 applicants is \$750,000. Funding in excess of the maximum grant amount may be applied for as a BRC loan.

(d) A planning project is a project in which an applicant creates or further develops a community's economic development strategy and outlines an implementation plan.

(i) An economic development plan assesses the community as a whole and identifies potential future economic development opportunities. This may include regional targeted industry plans. The maximum award is \$50,000.

(ii) A feasibility study is a site specific or industry specific plan to determine the feasibility of a project to meet economic development objectives. The maximum award is \$25,000.

(iii) A promotional plan addresses marketing of a community's assets that promotes business and/or workforce retention and attraction. The maximum award is \$25,000.

(iv) A tourism plan addresses economic development opportunities for

a defined region or community related to tourism and visitor attraction. The maximum award is \$25,000.

Section 6. Eligible Activities.

(a) Grants for planning projects may only be used for the creation of the planning document(s). Funds may not be used for salary costs of the applicant or local organizations, travel costs for anyone other than the planning consultant(s) or reproduction of any promotional materials.

(b) Grant and loan funds may be used for the expansion of infrastructure previously funded under this program for phased projects.

(c) Grant and loan funds may not be used for the rehabilitation or expansion of existing infrastructure unless the Council determines the rehabilitation or expansion is necessary to meet the purpose of the program.

Section 7. Ownership of Infrastructure

(a) The infrastructure funded by this program shall be owned by the applicant or an agent of the applicant: community development organization, state development organization or political subdivision.

(b) Unless the project is owned by an applicant, there shall be documentation that in the event of dissolution of the owner, BRC-funded infrastructure must revert to the sponsoring applicant or a related city, town, county, joint powers board or tribe. This requirement may be satisfied by either specific language within articles of incorporation or a filing of the real estate record with the county of record.

(c) The infrastructure or facility can be sold to a private entity without advertising the sale or calling for bids, provided that the grantee and/or borrower makes a determination that the sale will benefit the economic development of the community and holds a public hearing, notice of which shall include the appraised value of all real properties, at least once each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the grantee and/or borrower is located. All sales must be done in accordance with all applicable statutes.

(d) If the infrastructure or facility is sold to a private entity prior to the end of the project reporting requirements, the new owner must fulfill the requirements of the grant agreement.

Section 8. Revenue Generating Projects.

(a) Revenue generated by the applicant or an owner described in Section 7 must be recaptured at a negotiated rate commensurate with the public investment.

(b) Revenue recaptured to the BRC fund must comply with the following requirements:

(i) If the total net revenue generated is less than the BRC grant amount, then no less than twenty-five percent (25%) of net revenue must be recaptured to the BRC fund; or

(ii) If the total net revenue generated is equal to or more than the BRC grant amount, then no less than twenty-five percent (25%) of the BRC award must be recaptured to the BRC fund.

(c) Revenue paid to the BRC fund will not exceed the original grant amount of the project.

(d) Revenue recapture requirements may be satisfied by repayment of a BRC loan or via revenue recapture payments unless otherwise prohibited by governmental rules or regulations.

(e) All funds recaptured at the local level shall be placed in a segregated economic development account or separate line item within a budget.

(f) No more than fifty percent (50%) of local recapture may be used for operational expenses of the agent of the applicant such as a local economic, community, or state organization if matched dollar-for-dollar by local funds. The Council staff may, at its expense, conduct an audit of records of the agent for the applicant.

(g) Revenue recapture must be repaid to the BRC fund annually or according to a schedule agreeable to Council staff.

Section 9. Projects Involving a Private Developer.

(a) Projects involving a private developer must demonstrate the projected economic impacts are at least as great as the BRC assistance by meeting two of the four following criteria:

(i) Repayment of BRC funds as described in Section 8;

(ii) Direct, permanent jobs created;

(iii) Projected tax benefits;

(iv) Donation of real estate that is not otherwise necessary for the project to the applicant or an agent of the applicant. The value of all real estate donations must be verified by a certified appraisal or market analysis as determined by Council staff.

Section 10. Local Public Hearing and Approval.

(a) An applicant is required to inform and educate the public and business community to the greatest extent possible about the proposed economic development project (including, but not limited to the economic development opportunity, possible funding sources and alternative solutions) utilizing a variety of techniques and media. The applicant must make readily available to the public access to the application and associated materials, exclusive of business plans or business financial information. An applicant shall actively solicit citizen input that can be submitted via writing, electronically or in person at a public hearing. A minimum of one public hearing is required before submission of an application. For the purposes of this program, seven (7) days is the minimum period for notification of a hearing date. Public notice shall be published in an official medium to include but not limited to newspapers, public forums, and/or local governmental social media pages or as approved by the Council staff. If the project facility is to be located outside the boundaries of the applicant, the applicant shall hold an additional public hearing near the location of the proposed project facility. The notice shall contain a concise description of the proposed project and state that time will be set aside at the public hearing to take testimony from citizens about the project.

(i) To inform the public and gather information, any public hearing should at a minimum:

- (A) Identify the economic development opportunity(ies);
- (B) Explore all known possible funding sources and alternative solutions to the opportunity(ies);
- (C) Contain a comprehensive description of the proposed project;
- (D) Solicit testimony from citizens who may feel that the proposed project might compete with an existing business;
- (E) Conduct specific outreach to any affected industry(ies) and/or competitor(s).

(ii) An applicant must use its best efforts to notify all providers of similar services in the market area about the public hearing at least seven (7) days in

advance of the public hearing.

(b) An application must be accompanied by a description of the applicant's public engagement process, written comments received by the applicant, evidence of the public hearing notification, minutes from the public hearing and a signed resolution passed by the applicant or participating agencies to a joint powers board after the public hearing is held and public comments are considered.

Section 11. Application Procedures.

(a) The applicant must schedule a consultation with a Wyoming Business Council Regional Director to discuss the project.

(i) Each Wyoming Business Council Regional Director is available to assist applicants with the development of projects and preparation of applications.

(ii) Final draft applications and final draft application materials must be provided to the Regional Director no less than two weeks prior to submission.

(b) An application shall be reviewed by the Council staff to determine eligibility and completeness.

(c) Incomplete applications will be either tabled or sent back to the applicant for resubmittal at a different time. An application that is determined by the Council staff to be incomplete shall be provided an explanation of the findings.

(d) The Council staff shall provide statewide notice of Council and Board meetings at which BRC applications will be discussed.

(e) The Council staff shall provide the Council with a summary of each application with a recommendation.

(f) Under extraordinary circumstances, the Council may recommend a waiver of rule requirements if the Council determines the waiver is consistent with the purpose of the Business Ready Community Grant and Loan Program.

(g) The Council staff shall provide the Board with a summary of each application with a Council recommendation.

Section 12. Application Submittal Requirements.

(a) Application Submittal Requirements. An applicant shall submit the required application form and supplemental documentation as required by Council staff.

(b) Other information as requested by Council staff.

(c) Previous Applicant. An applicant must show that satisfactory performance has been demonstrated under previous grants and/or loans awarded through this program.

Section 13. Allocation Plan and Funding Cycles

(a) The Council may adopt a funding allocation plan for BRC projects and prioritize project types.

(b) Applications will be accepted according to an annual deadline schedule posted by the Council.

(c) BRC awards per applicant are limited as follows:

Business Committed	No Limit
Managed Data Center Cost Reduction	No Limit
Community Readiness	One per calendar year
Community Enhancement	One per calendar year
Planning	One per calendar year

(d) An applicant may request, with a single application, grant or loan funds up to the annual maximum amount for a multi-year project for a period not to exceed three (3) fiscal years. The applicant must demonstrate how the project meets the definition of a multi-year project.

Section 14. Application Evaluation.

(a) Council staff will utilize a scoring matrix to evaluate a grant and/or loan application.

Section 15. Grant Match Requirements.

(a) BRC loans do not require a match.

- (b) A BRC loan can be used to satisfy match requirement.
- (c) Match is based on total eligible project costs.
- (d) Applicants must provide five percent (5%) of the match for the project.

(i) Eligible in-kind match includes property, building(s) and other as determined by Council staff.

(ii) Ineligible in-kind match includes operations, maintenance, grant writing, grant administration and other as determined by Council staff.

- (e) Following is a breakdown:

BRC Required Match			
	Category 1 Applicant	Category 2 Applicant	Notes
Business Committed	10%	5%	Half of match must be cash
Community Readiness	10%	5%	Half of match must be cash
Community Enhancement	20%	10%	Half of match must be cash
Planning	25%	25%	Half of match must be cash
All matches are calculated as a percentage of total project cost.			

(f) A grant for a “Planning” project shall require a minimum match of twenty-five percent (25%) of total eligible project activities. Community Development Block Grant funds cannot be used for a match.

(g) Applicants for all other projects are categorized based on population and local government share of state sales and use tax per capita. Categories determine the required match. Sales and use tax figures are updated annually by the Wyoming Department of Revenue and population figures are updated every five years by the U.S. Census Bureau. Sales and use tax figures used for determination will be an average of the three most recent years’ data available. A schedule of categories will be regularly updated and posted on the Wyoming Business Council website.

(i) Category One applicants are those municipalities with a population greater than 1,300 or are located in a county where the three-year average of the local government share of state sales and use tax per capita is more than 70% of the statewide average.

(ii) Category Two applicants are those municipalities with a population under 1,300 or are located in a county where the three-year average of the local government share of state sales and use tax per capita is less than 70% of the statewide average.

(iii) In the case of a joint powers board, the project’s location will determine its categorization.

Section 16. Fund Disbursement, Project Monitoring, Performance

Measures and Revenue Recapture Reporting.

(a) Procurement Standards. Applicants must follow state procurement regulations for cities and towns and the Wyoming Preference Act. If a non-municipal applicant has a procurement policy, staff or qualified consultants reserve the right to review that policy prior to fund disbursements.

(b) Fund Disbursement. Funds shall be disbursed to the applicant only as needed to discharge obligations incurred in accordance with the Board approved eligible project costs. Request for disbursement shall be made via the online grant management system, access to which shall be provided by Council staff. Requests for fund disbursement must be supported by adequate proof that such an obligation has been incurred for the project purpose and is due and owing.

(c) Fund Reversion.

(i) If the Council staff determines that a project has not been completed within a reasonable time, Council staff shall notify the applicant in writing at least thirty (30) days prior to presenting the matter for Council review.

(ii) If the Council staff determines that the project is complete, but the full amount of the grant or loan has not been expended, the Council staff shall notify grantee of this determination. Thirty (30) days following the notification, the unused portion of the grant or loan shall revert to the BRC Fund.

(iii) For projects that have not been started within one year: Council staff will notify a grantee/borrower of a pending expiration prior to the one-year anniversary of the grant/loan approval. The grantee/borrower can submit a written request to continue the project. Council staff may request new and/or updated information and documentation. Council staff may recommend and the Council may grant an extension of time in which to start the project or terminate the project.

(iv) For projects with contingencies: Council staff may request a monthly update on the status of the contingencies. The grantee/borrower has the option to submit a new application or may request an extension or modification of the contingency terms through the Council staff. Council staff may recommend and the Council may grant an extension of time or modification to the contingencies.

(d) Project Monitoring.

(i) Reports. Within fifteen (15) calendar days of the conclusion of each calendar quarter during the term of the grant or loan contract, the applicant shall supply Council staff with a progress report. Each progress report shall set forth in narrative form the work accomplished under the grant or loan during the quarter and shall include a financial status report. At the end of the project, the applicant shall furnish Council staff with a comprehensive report of the project. The applicant shall likewise furnish the Council staff with a cumulative financial statement, reflecting the total expenditure pursuant to this grant agreement.

(ii) Audits and inspections. The Council staff may, at its expense, conduct an audit of the records of the applicant and inspect the construction and operation of the project.

(iii) Record retention. Grantee agrees to retain all records related to the project for five (5) years following the Council staff's date of notice to grantee of closeout of the grant.

(e) Project Evaluation.

(i) Reports. Upon project construction, the grantee/borrower shall submit annual reports for five years to evaluate project outcomes against established measures on an annual basis. Council staff shall tailor reports to the specific nature of each grant or loan, in agreements between the Council and grantee. This requirement transfers with any ownership transfer.

(ii) Evaluation results. The Council shall use the evaluation report information to measure program outcomes, to promote learning from experience and to improve program performance. Evaluation results will be available to other grantees.

(iii) Project outcomes reported must be substantiated by applicant.

(iv) At the end of the term of a BRC project, the Grantee/Borrower shall provide a comprehensive report to the Council staff, in a format prescribed by the Council staff that is a cumulative financial and performance report of the project. This report shall, at a minimum, include a detailed accounting of project expenditures that were paid for with BRC grant or loan funds, match contributed, recapture revenue(s) received, how recaptured revenues were or will be used, how recaptured revenue use complies with the rules of the BRC program and the project grant/loan agreement and a list of the accomplishments that resulted from the grant or loan. An authorized official of the Grantee/Borrower shall certify, under penalty of false swearing, that the information in the report is true. The Council staff reserves the right to require a BRC project audit to be conducted by the director of the department of audit or his designee. The cost of this audit shall be the responsibility of the Grantee/Borrower.

Chapter 2

REPEALED

Chapter 3

BUSINESS READY COMMUNITY LOAN INFORMATION

Section 1. Definitions.

(a) “Non-recourse loan” is a loan that is secured by a pledge of collateral, typically real property. If the borrower defaults, the Council can seize collateral, but will not seek any further compensation from the borrower.

Section 2. General Policy.

(a) A BRC loan may be made to fund all or a portion of any project that is an eligible activity. A BRC loan can be used in conjunction with a BRC grant. In no event shall a loan be made to pay off or refinance existing debt.

Section 3. Application Submittal Requirements.

(a) In addition to application requirements in Chapter 1, the following items are required:

(i) A copy of the signed resolution of support from the applicant or the member agencies if the applicant is a joint powers board that includes source of repayment of the loan and the proposed security for the loan;

(ii) If applicable, documentation of any environmental requirements (at the expense of the borrower). Council staff will determine the level of environmental review required;

(iii) If applicable, determination if property is subject to federal flood regulations. An applicant must include a federal floodplain map and identify location of proposed collateral. If necessary, flood and hazard insurance will be required at the expense of the borrower;

(iv) If applicable, an applicant must include guarantees, letters of credit and any other proposed security;

(v) A letter from the applicant’s attorney addressing the following in detail:

- (A) The applicant's authority to enter into the loan;
- (B) The applicant's current indebtedness and borrowing capacity;
- (C) Whether or not this loan will require an election;
- (D) Method of repayment and revenue sources;
- (E) Affirmation that Wyoming State Constitution debt provisions and all other applicable statutes will be followed.

(vi) In order for the Council to determine the ability of the applicant to repay a loan and to aid the Attorney General in evaluating the legality of the proposed indebtedness, an applicant shall provide an annual budget for the preceding and current fiscal years and a completed financial statement provided on a "General Financial Information" form provided by the Council staff, that includes, but is not limited to the following information:

- (A) Assessed valuation for the current and two (2) preceding fiscal years;
 - (B) Total bonded and non-bonded indebtedness, including outstanding principal balance, interest rate and remaining term;
 - (C) Total mills levied within the jurisdiction of the applicant for the current and two (2) preceding years: and a breakdown of the mill levy for the current fiscal year;
 - (D) Sales and use tax imposed within the jurisdiction of the applicant;
 - (E) A summary of the applicant's total investments and cash balances for the three (3) preceding fiscal years.
- (vii) Council staff may require additional information in accordance with Council loan policies.
- (viii) Other applicable information as requested by the Council staff.

Section 4. Loan Amount.

- (a) The maximum loan amount is \$3,000,000 per application.

Section 5. Interest Rate and Term.

(a) A Business Ready Community Loan shall be made at the following interest rates as recommended by the Council and established by the Board and reflective of market rates.

(i) A floor of zero percent (0%) for non-revenue generating projects.

(ii) A floor of one percent (1%) for revenue generating projects.

(iii) Loans may have a one-time servicing fee of one-half of one percent (0.5%) not to exceed \$5,000 and will be serviced through a third-party contract.

(iv) Fees such as origination, documentation, filing appraisal and any additional fees will be paid by the applicant.

(v) The term of the loan will be based upon the useful life of the asset not to exceed 30 years.

Section 6. Security Interest.

(a) A loan shall be adequately collateralized as recommended by the Council and determined by the Board. The Council may recommend and the Board may require a first position security interest in the revenue generating facility and the related user fees or assessments. Other security may be required as determined by the Council and approved by the Board. A borrower will be required to maintain adequate insurance on the proposed infrastructure, pay applicable taxes and assessments when due and maintain the infrastructure in good condition. An applicant will be required to provide a complete appraisal on the collateral. Council reserves the right to review and accept the appraisal or assign the appraisal to a third party at the cost of the applicant. An appraisal may be waived in the event staff determines the project has sufficient equity coverage.

(b) Loans may be non-recourse.

Section 7. Attorney General Opinion.

(a) No loan shall be made without the written opinion of the Attorney General certifying the legality of the transaction and all loan documents. An election approving the project and borrowing for the project by the qualified electors of the borrowing entity shall be required only if the Attorney General determines such an election is otherwise required by law.

Section 8. Loan Evaluation.

(a) In addition to Application Evaluation criteria in Chapter 1, council staff shall

evaluate a loan application utilizing the following criteria:

(i) Whether the user fees or assessments generated by the project will be sufficient so that the loan may be considered a reasonable and prudent investment of state funds;

(ii) Whether the applicant is current on repayment obligations to the Business Ready Community account or other state loan accounts.

Section 9. Council Consideration.

(a) The Council shall consider each application, allow for comments from the public, the applicant and the Council staff and refer to the Board a recommendation including the amount of the loan, the term of the loan and the type of security required to secure the loan.

Section 10. Disbursement of Loan Proceeds.

(a) Funds shall be disbursed to the applicant as needed to discharge obligations incurred in accordance with the Board approved eligible project costs. Request for disbursement shall be made via the online grant and loan management system access to which shall be provided by the Council staff. Disbursement requests shall be supported by adequate proof that such an obligation has been incurred for the project purpose and is due and owing.

Chapter 4

BUSINESS READY COMMUNITY MANAGED DATA CENTER COST REDUCTION

FUNDING

Section 1. Definitions.

(a) “Managed Data Center” means a center whose primary purpose is the centralized repository for storage, management and dissemination of data and information for multiple businesses. This definition does not include spaces primarily for housing office computers, including individual workstations, servers associated with workstations or small server rooms.

Section 2. Maximum Amount and Match.

(a) The maximum grant amount is \$2,250,000. The grant amount will be determined by the business’ match amount.

(b) The grant shall require a minimum private investment match that is at least one hundred twenty-five percent (125%) greater than the “Managed Data Center Cost Reduction” grant. No less than fifty percent (50%) of the match shall be calculated by the net wages of those employees earning one hundred fifty percent (150%) of the median wage for all occupations in all industries within the county in which the project will take place. Nor more than fifty percent (50%) of the match shall be calculated by the private capital investments in taxable items. The following table shows three (3) examples of grant amounts and the required match. The match can be realized up to five years. The following table shows three (3) examples of grant amounts and the required match.

Total Grant Amount	Percent of Minimum Consideration	Minimum Required Match (Realized over 5 Years)	Minimum Percent of Required Consideration Comprised of Wages (100% of which are 150% the County Median)	Minimum Required Wages (100% of which are 150% above County Median)	Maximum Private Capital Investment in Taxable Items Allowable as Consideration
\$ 2,250,000	125%	\$ 2,812,500	50%	\$ 1,406,250	\$ 1,406,250
\$ 1,500,000	125%	\$ 1,875,000	50%	\$ 937,500	\$ 937,500
\$ 750,000	125%	\$ 937,500	50%	\$ 468,750	\$ 468,750

Section 3. Eligible Project Activities.

(a) Grants for Managed Data Center Cost Reduction projects may be used for the reduction of the costs of electrical power, broadband or both.

Section 4. Fund Disbursement, Project Monitoring and Project Evaluation.

(a) Managed Data Center Cost Reduction projects are subject to all requirements listed in Chapter

1, Section 16 and the following:

(i) Funds will only be disbursed for businesses that are in operation in the jurisdiction of the applicant. Funds may be disbursed over five years applicant realizes the match requirement. Annual grant disbursements may total no more than one-third (1/3) the total amount in addition to the unused balance available from previous grant years.

(ii) If the Council staff determines that a business participating in a “Managed Data Center Cost Reduction” project is not operating within one year from the time the grant is approved, the grant will automatically expire. Based on information supplied by the grantee, Council staff may grant an extension of time in which the business must start operations.

(iii) If the Council staff determines that five (5) years has elapsed since the commencement of operations of a business participating in a “Managed Data Center Cost Reduction” project and the match requirement has not been met, then the full or partial amount of grant disbursed to the applicant may be reimbursed to the BRC account.

Section 5. Application Evaluation.

(a) Council staff will utilize a scoring matrix to evaluate an application.

Section 6. Application Submittal Requirements

(a) Applicant must follow application requirements in Chapter 1.

(b) In addition to other requirements listed for a development agreement in Chapter 1, the following must be included:

(i) An agreement that the business will repay all grant funds expended at a reasonable rate of return as negotiated with the applicant and approved by the Council if the business relocates from the political subdivision within five (5) years from first receiving funds;

(ii) An agreement that the business will repay all grant funds expended at a reasonable rate of return as negotiated with the applicant and approved by the Council if the business does not meet its match requirements within five (5) years from first receiving funds;

(iii) An understanding of the required match and job creation requirements;

(iv) The terms of the fund disbursements and a statement of which utility costs will be reduced using the grant funds and in what amount;

(v) An understanding of the timeline for the business to become operational;

(vi) An offer by the business and an acceptance or declination by the applicant to provide a stated amount of information technology storage services to the applicant at a price discounted from the fair market value of the services;

(vii) The signed contingency may also include a commitment by the business to offer a stated amount of information technology services to the state or a Wyoming based technology related

business at a price discounted from the fair market value of the services;

(viii) (If applicable) A signed lease agreement or memorandum agreement with regards to the terms of a lease agreement.

(c) At the applicant's expense, the Council staff may request a disinterested third party to review a business plan or examine other aspects of an application. Council staff must approve the third party.

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