

Board of Directors Agenda | Thursday, December 15, 2022

(Times and order of agenda items are tentative and subject to change without notice)

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Virtual

Join the webinar at: <https://us02web.zoom.us/j/295704768>

Or

Join by phone at 1-669-900-6833, enter the 9-digit Meeting ID 295-704-768 (no PIN is required, please press # when prompted); if joining by phone please note your ability to interact with the panelists may be limited due to system limitations.

CONSENT AGENDA: All agenda items listed with the designation of [CA] are considered routine items and will be enacted by one motion. There will be no separate discussion on these items unless a board member requests. A board member can request to have one or more items to be removed from the consent agenda.

8:00 a.m. Convene Public Meeting – Co-Chair Erin Moore

- Pledge of Allegiance (all remote participants will be muted)
- Welcome and Roll Call of Board Members
- Consent Agenda
 - [CA] Meeting Minutes for the September 8, 2022, Regular Meeting (Page 4)
 - [CA] November and December People Report (Page 11)
 - [CA] Quarterly Challenge Loan Report (Page 16)
 - [CA] Quarterly SBIR Report (Page 18)

ACTION ITEM: Consideration of approval of items included on Consent Agenda

- Written Reports from Regional Director team begin on (Page 22)

8:05 a.m. CEO Report – Chief Executive Officer Josh Dorrell

8:50 a.m. Strategy Execution Standing Committee – Committee Chair Kathy Tomassi (Page 30)

- **Strategy Report** – Chief Strategy Officer Sarah Fitz-Gerald
- **Pathways to Prosperity Project Update** - Chief Strategy Officer Sarah Fitz-Gerald and Pathways to Prosperity Project Team

10:00 a.m. Morning Break-All participants will be muted.

10:15 a.m. Operations Standing Committee – Committee Chair Erick Arens (Page 34)

- **Q1FY23 Financial Report** – Accounting Manager Lyndsay Orr, CPA
 - **ACTION ITEM:** Consideration of acceptance of Q1FY23 Financial Report

10:35 a.m. Services Standing Committee – Committee Chair John Coyne (Page 37)

- **General Services Team Annual Update Reports** – Services Director Brandon Marshall

- Business Recruitment, Business Retention & Expansion, Agribusiness, Entrepreneurship, Main Street, Community Leadership & Engagement
- **Contract with LightBox**– Broadband Manager, Elaina Zempel
 - **ACTION ITEM:** Consideration of staff recommendation - Contingent on funding, Attorney General’s Office approval and no substantive changes to the final contract.
- **Contract with CTC Technologies**– Services Director Brandon Marshall
 - **ACTION ITEM:** Consideration of staff recommendation - Contingent on funding, Attorney General’s Office approval and no substantive changes to the final contract.

12:30 a.m. Lunch Break -All participants will be muted.

1:00 p.m. Investments Standing Committee – Committee Chair Alex Klein (*Page 90*)

- **SSBCI Rules Update** – Investments Director Bert Adam
 - **ACTION ITEM:** Consideration of staff recommendation
- **WYO Tech Memo** - Investments Director Bert Adam
 - **ACTION ITEM:** Consideration of staff recommendation
- **Review of BRC Budget & Presentation of Applications Received** – Grants Portfolio Manager Noelle Reed and Investments Portfolio Analyst John Wendling

BRC Applications				
Applicant	Project	Type	Request	Recommendation
Cody, City of	WY Legacy Meats Processing Expansion	Business Committed Loan	\$ 926,288	\$ 926,288
Lyman, Town of	Elevated Living Assisted Living Facility	Business Committed Grant	\$ 1,500,000	\$ 1,500,000
Lyman, Town of	Elevated Living Assisted Living Facility	Business Committed Loan	\$ 1,500,000	\$ 1,500,000
Glenrock, Town of	McGinley Manufacturing Expansion	Business Committed Grant	\$ 3,313,157	\$ -
Carry-Over BRC Funds			\$ 33,694,393	\$ 33,694,393
BFY 23/24 BRC Funds			\$ 24,321,543	\$ 24,321,543
Total Available BRC Funding			\$ 58,309,058	\$ 58,309,058
Total Requests			\$ 7,239,445	\$ 3,926,288
Pending Requests			\$ 22,250,000	\$ 20,000,000
Funds remaining if awarded			\$ 28,819,613	\$ 34,382,770

- *NOTE: All letters of support received for the applications are included with these materials beginning on (Page 111)*
- **ACTION ITEM:** Consideration of funding request for each project

2:30 p.m. Other Board Matters and Adjournment

- **Nominating Committee for 2023 Board Officers Co-Chair Erin Moore**
- **Next Meeting of SLIB – February 2, 2023**
- **Standing Committees** will meet this quarter during the week of **February 6** (invites via Google Calendar):
 - **Operations Standing Committee** – February 7 @ 10 a.m.
 - **Strategy Execution Standing Committee** – February 7 @ 2 p.m.
 - **Investments Standing Committee** – February 8 @ 10 a.m.
 - **Services Standing Committee** – February 9 @ 10 a.m.
- **Next Regular Meeting of this Board:** Wednesday, February 22, 2023 (meeting to be held in Cheyenne)



CONSENT AGENDA

Regular Meeting of the Wyoming Business Council Board of Directors

Thursday, September 8, 2022 at Western Wyoming Community College-Concurrently by Zoom Webinar

Location: 2500 College Dr, Rock Springs, Rooms: 3650A & 3650B

BOARD PRESENT: Erick Arens, Chuck Brown III, John Coyne III, Kim Devore, Cindy Johnson, Jason Kintzler, Alex Klein, Mark Law, Erin Moore, Derek Smith, and Kathy Tomassi

STAFF IN PERSON: Josh Dorrell, Amy Grenfell, Heather Tupper, Kristin Fong, Patrick Edwards, Kiley Ingersoll, Brandi Harlow, Jill Tregemba, Taylor Vignaroli, Elaina Zempel, Kayla Kler, Amber Power, Kaley Holyfield, Chance Price, Bert Adam, Noelle Reed, Ben Peterson, Kari Kivisto, Angie Buchanan, Sarah Fitz-Gerald, John Jenks, and Amy Quick

STAFF IN VIRTUAL ATTENDANCE: Lyndsay Orr, Sue Akey, Wendy Lopez, and Brandon Marshall

Convene Public Meeting – Board Co-Chair Erin Moore

Board Co-Chair Erin Moore called the meeting to order at 8:00am, followed by the Pledge of Allegiance. Roll was called and quorum was established.

Ms. Moore asked for a motion on Consent Agenda

- **Consent Agenda**
 - [CA] Meeting Minutes for the May 11, 2022, Regular Meeting by Zoom Webinar
 - [CA] Meeting Minutes for the June 22, 2022, Special Meeting by Zoom Webinar
(Page
 - [CA] Quarterly People and Performance Report – Human Resources Manager, Chava Case
 - [CA] BRC Rules – Investments Director Bert Adam
 - [CA] Agricultural Processing Revenue Bond Rules- Investments Director Bert Adam
 - [CA] Quarterly Challenge Loan Report - Investments Director Bert Adam
 - [CA} SBIR 1st Quarterly Report – Investments Director Bert Adam
- **ACTION ITEM:** Consideration of approval for Consent Agenda Items. Kim Devore made a motion to approve, and Mark Law seconded with no further discussion. Motion carried unanimously.

Ms. Moore introduced Dr. Dale, President of Western Wyoming Community College. Dr. Dale gave the welcome and a breakdown of programs and number of students for Western Community College.

CEO Josh Dorrell thanks board members, staff, and the college. Mr. Dorrell discusses the Triangle for leading economic growth and building resilient communities. We are working towards the future and making important decisions. The goal being to look for ways to do small important things that will make a big impact. Mr. Dorrell brings up that we will have a small policy change regarding the Succession Loan Program to benefit small communities. We want to be good stewards of our money. He went on to mention that our BRC loans are the lowest they have ever been, making investments where it is most impactful. He introduced our new team members and interns and stated that we need to teach them as

much as we can about economic development. He discussed the Main Street Program and Education and training team members have recently been through.

Heather Tupper Southeast Regional Director started the Regional Director's Reports. Ms. Tupper reviewed examples of things we are doing across the State and mentioned conferences and tours they attended.

Kristin Fong Northwest Regional Director discussed a childcare facility project and that it is not traditional for us to approach. The workforce needs a place to take their children, and that need is not being met. She connected and understood their needs to grow and also be able to staff the facility. She looked at their business plan and how to structure ideas and ways to approach this problem.

Patrick Edwards West Central Director stated that he feels very fortunate to be part of the Wyoming Business Council. He gave a summary of himself as a person, where he grew up and background of work history. Mr. Edwards said that he never wanted to leave Wyoming and wants to provide his community opportunities.

Kiley Ingersoll Southwest Regional Director said she is very happy to have the board meeting in her region. Ms. Ingersoll stated that there are many wonderful industries here, Trona, Nuclear and Energy Technology. In 2028 there will be 5,800 new jobs in Southwest Wyoming. This area needs to prepare for the workforce that is coming. The Nuclear Power Plant site is bare at this point, but they are working towards spring 2023 for the test sodium facility to be permanent. She goes on to discuss the Power Plant shutdown and hoping that the timeframe will work out with the new facility.

Brandi Harlow Northwest Regional Director mentions a special project with Federal money that is coming out and it will impact infrastructure. Leadership and creating community resilience programs have different requirements and there are many to manage. She stated that they are working on seeing what Wyoming is eligible for. She goes on to say that we still have a good economy, and we need to be proactive. She has met with Senator Lummis' office to gain support and is working on a community checklist to help.

Committee Chair Erick Arens introduces Chief Operating Officer Amy Grenfell.

COO Amy Grenfell presented the Financial Report. She stated that June 30 marked the end of the fiscal year and the end of the biennium budget. Ms. Grenfell also mentioned that we had fifty-seven thousand dollars in reversion funds. The total expenditures on our federal programs were 1.6 million for fiscal year 22. The agency funds section and economic loan development fund had an available budget of 25.9 million, which includes 25 million for large loan projects. In total the funds earned 3.3 million in investment income and principal and interest on loans. She discussed the budgeted expenditures. She reviews the remaining budgets.

- **ACTION ITEM:** Consideration of acceptance of Q4FY22 Financial Report. Kathy Tomassi made a motion to approve and seconded by Cyndi Johnson with no further discussion. Motion carried unanimously.

Ms. Moore introduced John Coyne III to start the Services Committee Report.

Mr. Coyne introduced Brandon Marshall Services Director. Mr. Coyne discussed that we have already gone through the public comment process, and we will not be accepting additional public comments at this time.

Mr. Marshall introduced Kayla Kler Main Street Program Manager and Matt Ashby Main Street Chairman.

Ms. Kler introduces the Main Street board members. Mr Ashby thanks the board for the opportunity. Mr. Ashby said they have been able to build strong relationships because of the board members and economic development. Main Street is the most localized of our economic development tools and recognizes the efforts of our local businesses. Mr. Ashby shared the Main Street presentation.

Mr. Marshall discussed the contract with the Wyoming Women's Business Center (WWBC). Mr. Marshall also introduced Wendy Fanning to speak on behalf of the WWBC. Mr. Marshall stated that it is a renewal contract for \$246,616 and requesting a two-year instead of a one-year because of our biennial budget. The scope of work is nearly identical to last year that was presented. This is a real value to Wyoming with what the WWBC provides. Ms. Fanning thanked everyone for the support. She stated that they hired more staff, a new instructor that is bilingual in Spanish. They also are looking to expand classes in 2023.

- **ACTION ITEM:** Consideration to approve the contract with Wyoming Women's Business Center. Mark Law made a motion to approve, and Alex Klein seconded with no further discussion. Motion carried unanimously.

Mr. Marshall noted that he wanted to address specific items regarding Connect Wyoming Rules. He stated that we are working to maximize opportunities for Wyoming Broadband carriers and broadband expansion in Wyoming. He clarified that there are four chapters, and we are only amending chapter four at this time. We are laying the groundwork, so we are prepared when we receive federal funding, and not delay getting broadband infrastructure in place. We received public comments from three companies. We don't want to accept all the comments but are looking at integrating and grammar changes. At this time Mr. Marshall is requesting to withdraw the original rule packet and accept the amended one with the new rules, and requesting we adopt the clean version. It is also stated that we will not go forward with another 45-day comment period as it would not be helpful. Mr. Marshall introduced Elaina Zempel Broadband Manager.

Ms. Zempel introduced David Johnson Industry Consultant Expert. Ms. Zempel reviewed that we are looking at one substantive change in Section 4-A(i), the Wyoming State Statute needed a romanet ii to comport. In section 12(e), the standard language was not included in the first version. In Section 4(A)(iv) is in regard to replacing equipment. This clause is added to manipulate infrastructure to keep up with every changing technology, and the next sentence regarding succession owners was an additional comment that we would like the board to accept. Ms. Zempel stated that federal funding is anticipated, and we don't want to delay this rule process.

Mr. Johnson said that we felt it was important to put this out for public comment.

Board Co-chair Erin Moore stated that it is very important to have this in place for the funds and the funds will come very fast. We will also be conducting workshops around these topics.

- **ACTION ITEM:** Consideration to approve the amended Rules for Connect Wyoming. Cindy Johnson made a motion to approve, and Kim Devore seconded with no further discussion. Motion carried unanimously.

Committee Chair Kathy Tomassi started the discussion for the Strategy Committee Report. Ms. Tomassi said that they met and really did a lot of work for Pathways to Prosperity project. She introduced Sarah Fitz-Gerald Chief Strategy Officer.

Ms. Fitz-Gerald stated that for the past few years, she has shown data that we were continually losing jobs, but today it is a little more optimistic. Last year we stated that we need to create 1,600 jobs at \$90,000 a year to make up for lost jobs. However, if we keep losing jobs at the same rate, we will need to add 3,098 jobs at \$90,000 a year. We have some exciting opportunities coming up and the State has recognized these problems and we are starting to see energy, agriculture, and tourism being more optimistic. The Triangle helps guide us and we are working on it. We hired a new Initiatives Director and in the current future we are looking to hire an Industry Manager. Ms. Fitz-Gerald stated that we also have been working on creating consistency in branding and building a system for collaborative innovation and that is our work moving forward with Pathways to Prosperity. She stated that we are also looking at air carbon capture and mitigate emissions. This brings a new market and market opportunities. A new company just announced they will be coming to Wyoming. Ms. Fitz-Gerald introduced Tim O'Brien Senior Manager from Harvard Growth Labs.

Mr. O'Brien stated that he will be managing the project and working with the Council's core team. It's been a year in the making. He discussed that they are lab of 60 people, and we say we are a lab because it is academic and applied research. This is one of our first projects in the US. We liked the strength of the Wyoming Business Council and to work with our capabilities; it's an important project because of the challenges in Wyoming. He stated that Wyoming is doing well, but the growth is under pressure. We like to learn enough to work with communities to solve problems and constraints. Sometimes identifying opportunities for growth are not always obvious. He said they want to work quickly in the next two months.

Ms. Tomassi is very excited that this project is going to start, and we will have practical and sustainable action items.

Investments Committee Chair Alex Klein introduced Bert Adam Investments Director.

Mr. Adam stated that the board had approved the SSBCI Rules, but now there is a potential conflict of interest, and we need to do more research before moving forward. Mr. Adam requested we withdraw these rules. Mr. Adam introduced Josh Keefe Finance Manager.

Mr. Keefe reviewed the Economic Loan Charge-Off Memo for Torrington, WY. Mr. Keefe stated that Mr. Lay was arrested in July for allegedly committing check fraud, and we are in agreement that we should write this loan off.

Mr. Brown agreed that this program has been a positive thing for the farmers and the community.

- **ACTION ITEM:** Consideration to accept staff recommendation. Kathy Tomassi made a motion to approve, and Chuck Brown III seconded with no further discussion. Motion carried unanimously.

Mr. Keefe discussed the Succession Loan program. The Rules were signed by the Governor in late August, and he has been working to revamp the loan program and be proactive. The first succession loan request is from Converse County Bank. They provide swabbing services. The owner is retiring and selling the business and Converse County is requesting help. They have lent money to their capacity, and the company has also provided money. We are requesting to fund the gap of \$70,000 and we will get 1%. The

loan is for four years; however, it is expected to be paid off sooner. The goal is to keep the business operating. Mr. Keefe mentioned that we have 9.8 million in the fund.

Mr. Klein stated that he was pleased to have this in front of the board. Ms. Moore thanked Mr. Adam and Mr. Keefe for all of their hard work.

- **ACTION ITEM:** Consideration to accept staff recommendation. Derek Smith made a motion to approve, and Kim Devore seconded with no further discussion. Motion carried unanimously.

Josh Dorrell announced that this is Mr. Keefe's last board meeting. He said that Mr. Keefe has been a solid and reliable member of the team and made a big difference in policy. Mr. Keefe gave a statement about his employment with the Business Council and will miss the support and the team.

Ms. Moore welcomed everyone back after lunch break.

Mr. Adam continued for Investments Committee. He moved forward to discuss the BRC (Business Ready Communities) annual Report and shared a presentation on the last twenty years of the BRC program and all the successes.

Mr. Klein introduced Noelle Reed Community Development Manager along with Mr. Adams to present four Business Ready Community Applications. Mr. Klein stated we would accept public comments after each group presented their project.

Ms. Reed started with the Town of Bar Nunn, they are requesting \$500,000 for construction of a new community center and town hall. The community center will provide flexible gathering space with a kitchen for community events, various youth programs, and space for recreation. The community is providing \$7,103,778 in community match funds and raised \$2,056,222. The total project cost is \$9,660,000. After review, the recommendation from staff is to not fund the project. There was discussion from Bar Nunn town and board members on the project.

- **ACTION ITEM:** Consideration of staff recommendation to not fund the Town of Bar Nunn BRC project. Cindy Johnson made a motion to approve, and Erik Arens seconded. There was further discussion and board members opposed were Chuck Brown III and Kathy Tomassi.

Ms. Reed presented the second BRC project from the Meeteetse Joint Powers Board for the Town of Meeteetse. They are requesting \$750,000 for a community project grant to construct a 6,600 square foot community center. The community center would include a fitness area, multi-court area, rehabilitation/therapy, recreational area and flexible gathering space. The community is providing a match of \$552,750 and total project cost is \$1,302,750. After review, the recommendation from staff is to not fund the project. There was discussion from Meeteetse town and board members on the project.

- **ACTION ITEM:** Consideration of staff recommendation to not fund the Town of Meeteetse BRC project. Mark Law made a motion to approve, and Kim Devore seconded. There was further discussion and board members opposed were Chuck Brown III, Derk Smith, and Kathy Tomassi.

Ms. Reed presented the third BRC project for the City of Cody. They are requesting one million to construct a 16,000 square foot facility for the expansion of Wyoming Legacy Meats. All infrastructure would be completed at the current site. The community is providing \$3,631,449 in community match

funds and \$9,260,000 in CAPEX for a total project cost of \$13,891,449. There was discussion from town and board members on the project. After reviewing, the recommendation from staff is to fund the project.

- **ACTION ITEM:** Consideration of staff recommendation to fund the City of Cody BRC project. Derek Smith made a motion to approve, and John Coyne III seconded. Motion carried unanimously.

Mr. Dorrell presented the fourth BRC project, Project Jupiter. Mr. Dorrell mentioned that we are using the code name of Project Jupiter with this project for anonymity and non-disclosure. The City of Laramie is requesting twenty million to fund this business committed project to build a nearly 60,000 square foot research and development facility. The community and state benefits include added job opportunities, increased tax revenue, potential for Laramie and Wyoming to be seen as the epicenter of a plant science and R & D industry, technology ecosystem, cluster development and partnerships developed with the University of Wyoming and other entities. The company has raised close to one billion in equity over the past decade. It is projected to create 120 jobs while retaining 82, with wages being 55% higher than county median. The company will also invest nearly ten million in capital investment over five years.

Nate Story Founder and Chief Science Officer and Dan Malick Senior Vice President of Strategy for the company spoke on behalf of the project. Mr. Story stated he is from Wyoming, this business started in WY and that they really want to build here. They shared a presentation showing how they are the most advanced farm and their unique proprietary indoor farming platform, partnerships, and expansion plans.

There were several community and board members as well as City of Laramie representation that spoke in support of this project.

- **ACTION ITEM:** Consideration of staff recommendation to waive BRC grant maximum rules for Project Jupiter. Chuck Brown III made motion to approve, and Kim Devore seconded. Motion carried unanimously.
- **ACTION ITEM:** Consideration of staff recommendation to fund Project Jupiter. Cindy Johnson made a motion to approve, and Kim Devore seconded. Motion carried unanimously. Ms. Moore, Mr. Arens, and Mr. Klein had further discussion in support for this project and it's impact on the State of Wyoming.

Ms. Moore mentioned upcoming meetings and thanked everyone for being here.

- **Next Meeting of SLIB:** Thursday, October 6, 2022 @ 8:00 a.m.
- **Standing Committees** will meet this quarter during the week of **November 28** (invites via Google Calendar):
 - **Operations Standing Committee** - Tuesday, November 29 @ 10 a.m.
 - **Strategy Execution Standing Committee** - Tuesday, November 29 @ 2 p.m.
 - **Investments Standing Committee** - Wednesday, November 30 @ 10 a.m.
 - **Services Standing Committee** - Thursday, December 1 @ 10 a.m.
- **Next Regular Meeting of this Board:** Thursday, December 15, 2022 (meeting to be held virtually)

Ms. Moore adjourned the meeting at 3:40pm

Respectfully Submitted

Kari Kivisto, Agency Services Manager

Erick Arens, Operations Committee Chair

DRAFT



PEOPLE AND PERFORMANCE

WBC BOARD OF DIRECTORS UPDATE

DECEMBER 2022



PEOPLE

RECRUITMENTS



EAST CENTRAL REGIONAL DIRECTOR:

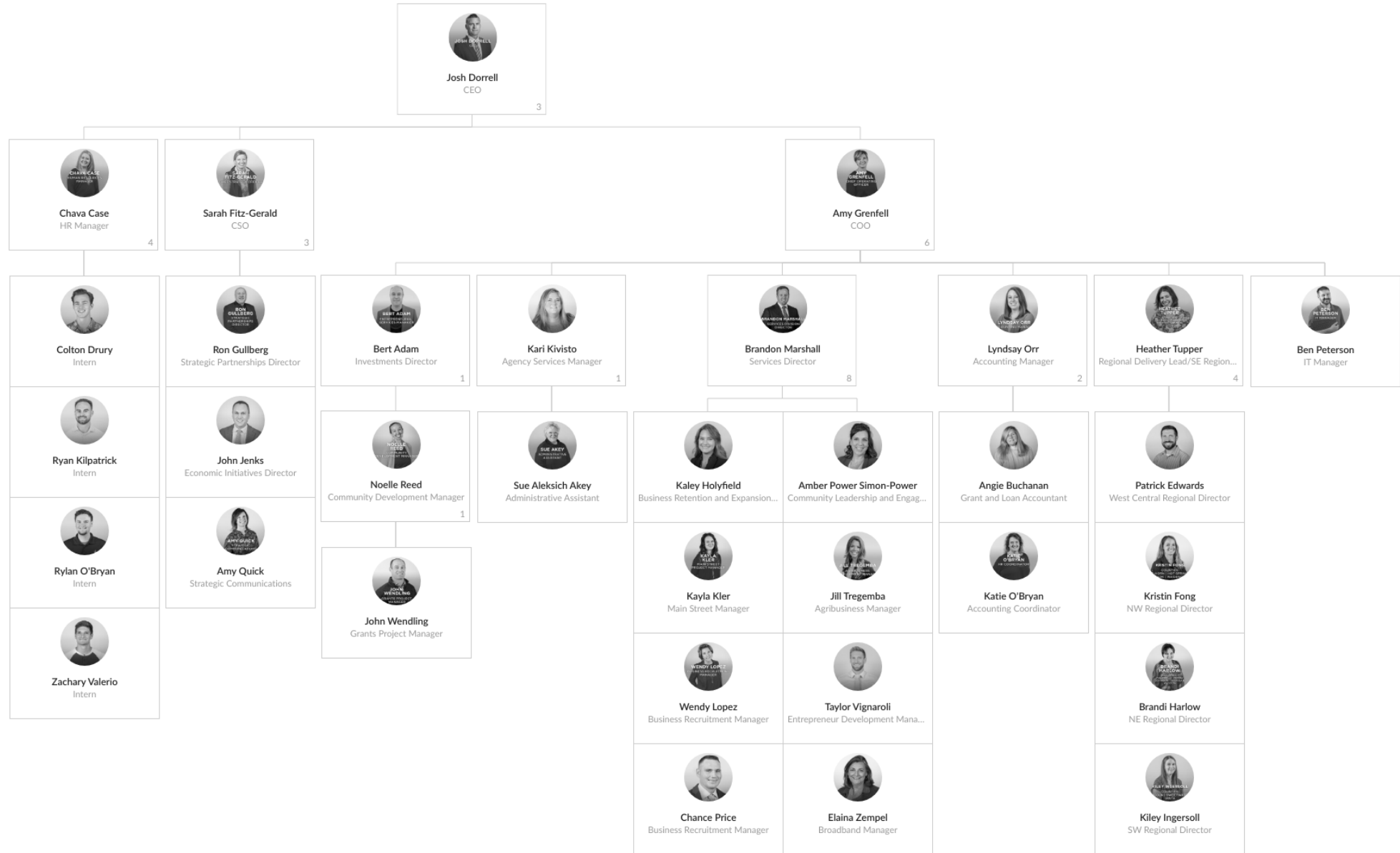
Serves Natrona, Converse,
Platte, and Niobrara counties



LOAN PORTFOLIO MANAGER:

Oversee multiple state loan
programs, partner with banks and
other entities to secure financing
mechanisms, and develop funding
recommendations for clients.

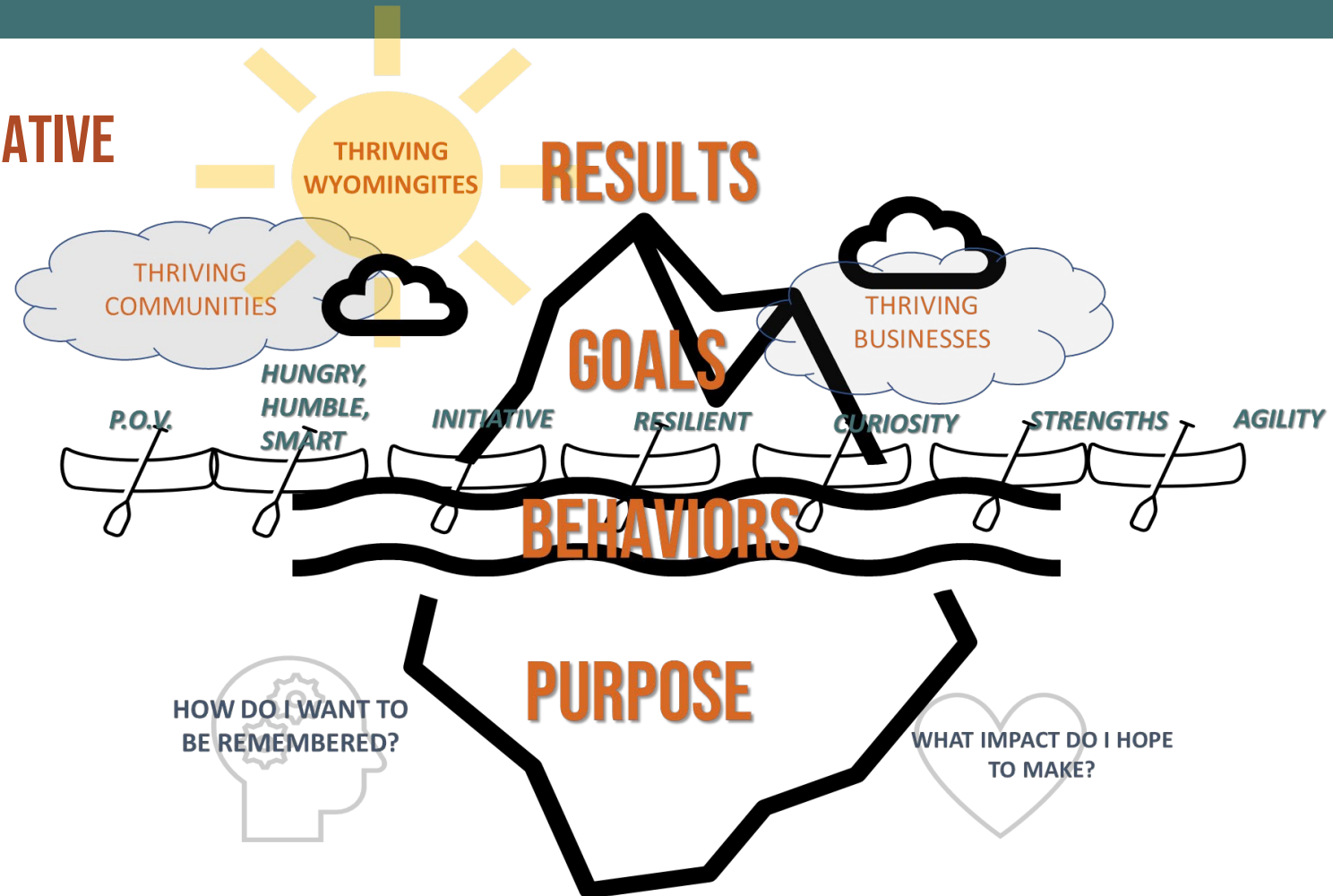
WBC TEAM



PERFORMANCE

TALENT STRATEGY: ENDURING AND REGENERATIVE

- EMPLOYMENT BRANDING
- TARGETED SELECTION EFFORTS
- ONBOARDING
- CHOICE ARCHITECTURE
- TOTAL REWARDS: THE INTANGIBLE





THANK YOU

Chava Case, HR Manager

chava.case@wyo.gov

307.287.8033



Memorandum

To: Wyoming Business Council Board of Directors
From: Investments Team
Subject: Challenge Loan Reporting Requirements
Date: November 23, 2022

1. **Past Due Report.** Challenge Loan Policy requires quarterly reporting of all loans 30 days or more past due.

There are four (4) past due payments on October 31, 2022:

Hay Growers:

- **Ryan Riggs** – The WBC team was hopeful to get a payment from Mr. Riggs after he had gotten ahold of Josh Keefe asking where to send his payment. However, even after Josh explained where to send the money and exactly how much was due, including late charges, we have not yet received anything from Mr. Riggs. The team will continue to keep in contact with Mr. Riggs and try to figure out a way to get payment. The loan was originated on March 3, 2020. Mr. Riggs has yet to make any kind of payment towards the loan. The amount past due is \$38,599.49 (two annual payments plus a \$941.45 late charge); loan balance is \$140,000.00.

Beet Growers:

- **Cody Easum** – No new information to report since the last quarter. The WBC team and Ken at Markee continue to make attempts to get ahold of Mr. Easum with no success. The loan was originated on November 16, 2017 for \$68,500.00. Mr. Easum did make an interest-only payment and one principal and interest payment towards the loan. The last payment received was on January 1, 2020. The amount past due is \$21,479.65 (two annual payments plus a \$523.89 late charge); loan balance is \$64,067.44
- **Eden Farms** – Eden Farms is now on the past due list. Unfortunately, the borrower has deceased, but his wife is working with the WBC to figure out a

way forward. Much of the farm assets are already claimed on other loans elsewhere, but we are trying to find a way to make payments in the future. Ms. Eden has stated that she is going to continue to farm the land and harvest. She did send a partial payment earlier this year, but the remaining amount past due is \$9,673.87; loan balance is \$114,408.73. The loan was originated on January 9, 2018 (\$135,300.00) and the last payment was received in December of 2021.

- **Brandy Pettet** – Mr. Pettet is now on the past due list. Mr. Sherman at Markee sent out his third late notice in June, but we have not heard anything from him to date. We will continue to monitor and attempt to contact Mr. Pettet in the future. The amount past due is \$4,000.98 (annual payment plus \$190.52 late charge); loan balance is \$20,438.25. Mr. Pettet was late last year as well, but did make the payment. The loan was originated on November 16, 2017 for \$25,000.00. The last payment was received on March 1, 2021.

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 reserve is adequate with a balance of **\$1,331,305**. The allocation includes a 10% loan loss reserve for the Economic Disaster Loans originated, plus 0.5% of the total loan portfolio. The reserve does include a full allowance for Cody Easum (\$64,067.44), Ryan Riggs (\$140,000.00), Eden Farms (\$114,408.73) and Brandy Pettet (\$20,438.25).
- The resulting available fund balance in the Economic Development Fund is **\$9,817,861**.

3. **Charge off balances.**

- No charge offs this quarter.

4. **Other News.**

- We are still searching for a Loan Portfolio Manager.
- **There are currently 90 active loans totaling \$13,176,178.**

Staff Recommendation:

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



SBIR Quarterly Report

Q2-FY23

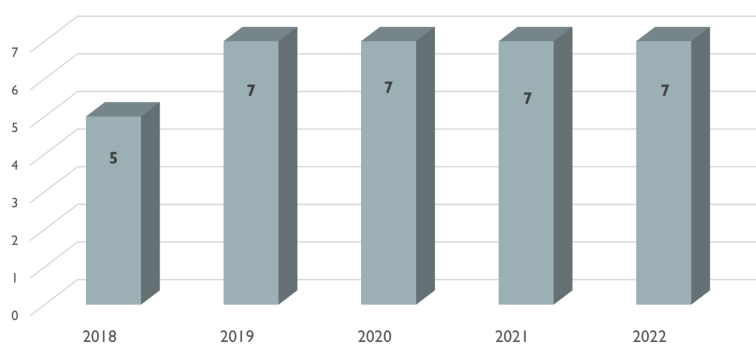
Fiscal year 2023 has proven to be a popular year for the SBIR grant as we are continuing to see an increase in startup applications, relative to previous years. Of the applications from calendar year 2022, we have on average seen projects much closer to commercialization now than we have in years previous, on average.

In addition to the increase in grant applications to date for this fiscal year, our pipeline shows an additional two companies that we anticipate applying for matching grants soon — between those already awarded, those under review, and those we anticipate, we could be 86% committed of the allotted \$2M in funding for this fiscal year within the next several months.

SBIR Grant Applications to Date

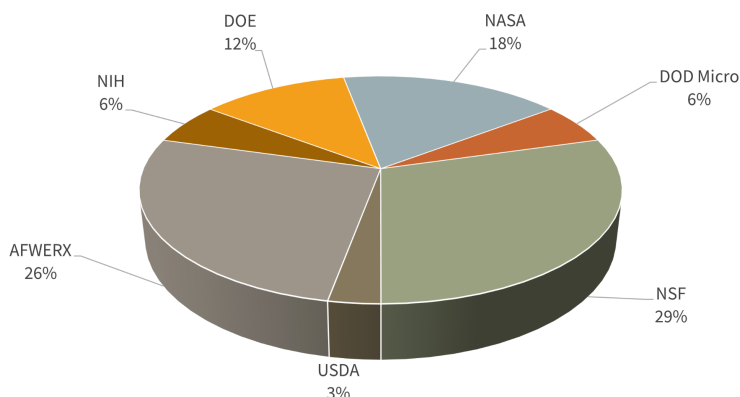
In our last update we highlighted a marked hike in applications in the 2022 calendar year, we are continuing to see this trend for the second quarter in fiscal year 2023. At the end of the Q1FY2023, we had a total of four applications awarded in the 2022 calendar year, now, we have a total of seven with two more anticipated to be awarded by calendar year-end. As such, the graphs below represent the updated numbers for grant awards and application submissions from the inception of the Wyoming state SBIR matching program in 2018 up to today.

SBIR Matching Grants:
Funded Applications by Calendar Year



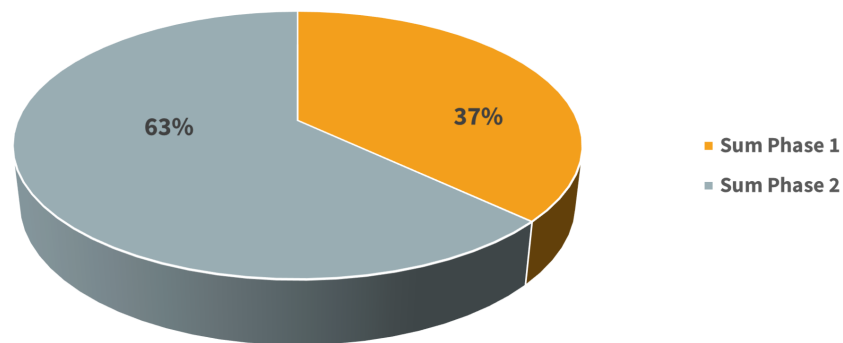
Regarding federal SBIR grants, we continue to see a large portion of our matching grants in Wyoming being allocated to projects in concert with AFWERX, NSF, and NASA which are currently our most popular federal granting agencies. The three grants awarded since our last update continued this trend.

SBIR Matching Grants:
by Federal Granting Agency



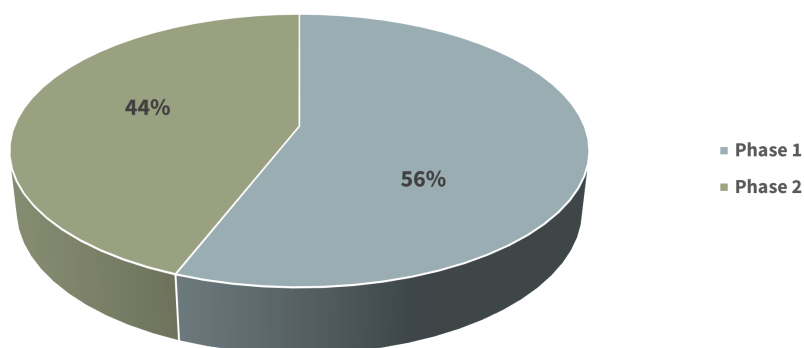
To date, we have seen an overwhelming amount of our grant dollars being awarded to Phase II projects versus Phase I for a total of 63% of Wyoming's invested funds going toward Phase II grants. Currently, the program matches up to \$100K for Phase I awardees and up to \$200K for Phase II awardees which plays a significant role in the percent of distribution by phase.

SBIR Award Amount



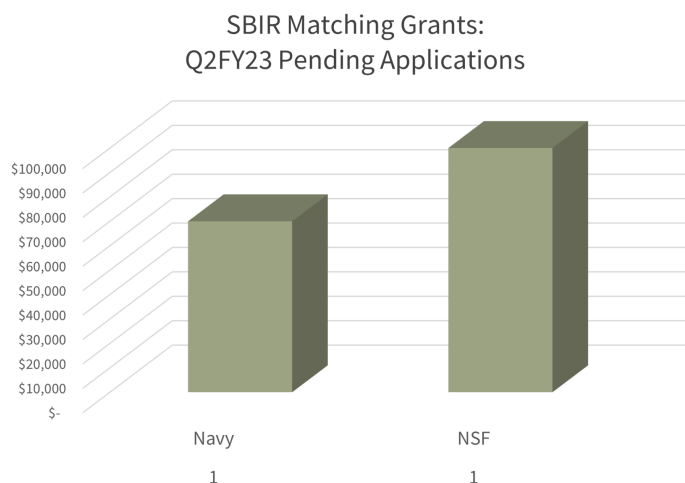
While the vast majority of SBIR applications have been from Phase I projects, we have seen that the trend is shifting towards a more equal balance of Phase I to Phase II applications. Currently, 56% of awarded applications since the program's inception have been Phase I awards.

SBIR Award Count

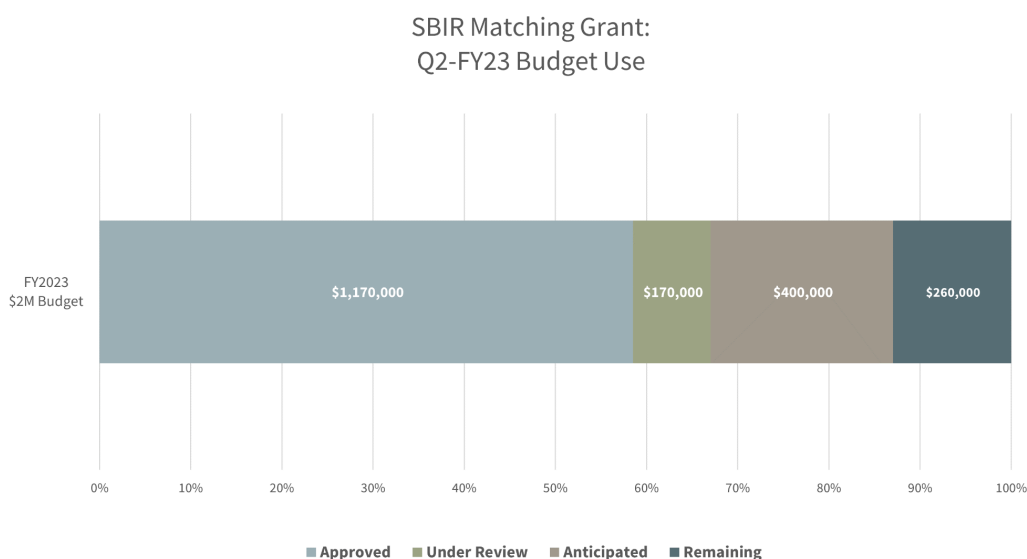


Grant Applications Q2FY23

So far this year, our pending applications are coming from the Navy and NSF federal granting agencies. While we currently have two applications under review— both Phase I applications — we have an additional two anticipated, both of which will be Phase II applications.



When we look at the pipeline of applications for the SBIR matching grants for the remainder of the year (those funded, under review, and anticipated), we are seeing an increased interest than what we have seen in previous years where if those applications under review are approved the 2022 calendar year would see a ~44% increase in funded applications over the previous four-year average. When we look at the anticipated utilization of the FY23 allocation of \$2M, it's possible that ~84% of this biennium budget is committed in the next several months. This utilization demonstrates the need for this program.



Region: Northeast Wyoming**Regional Director:** Brandi Harlow**Brief Introduction:** Upton Regional Industrial Site is building resilient communities and creating opportunities to thrive by reinvesting back into the area.

The concept of creating an industrial site with a rail spur started in 2002, when Upton's largest employer, the American Colloid Bentonite Company closed its operations. A group of local citizens formed the Weston County Development Corporation with the vision of reusing the former site and creating at least the 38 jobs that were lost when the company closed.

Fast forward 22 years later, the local economic development board owns nearly 100 acres to market to future businesses and has funds in reserves to reinvest back into the local area. In 2015, a portion of the site was sold to Tiger Transfer LLC that is now actively marketed as the Upton Logistics Park offering 40,000 feet of private loop track with three main line switches into the park. It is a BNSF Premier Transload Facility providing services to over 10 businesses and room to grow.

Over the years, the Wyoming Business Council partnered with the Town of Upton and Weston County by investing \$5.4 million into the development of the Upton Regional Industrial Site. The phased project received multiple Business Ready Community awards for planning, land acquisition, utility and road upgrades. This investment has brought new jobs, additional property taxes and an increase in sales tax. The recaptured funds provide operational funding for local economic development efforts. The Upton Economic Development Board has reinvested close to \$500,000 into local government projects and nearly \$20,000 annually into local nonprofits organizations.

Looking forward, opportunities are growing. A new hotel development is underway and Rare Element Resources is locating their \$44 million pilot processing facility in the park. As the technology is proven, there is significant opportunity to transition into commercial processing of critical minerals mined in the area.

Region: Northwest

Regional Director: Kristin Fong

Brief Introduction: Collaboration builds capacity, even in the State's biggest challenge areas

Collaboration between individuals, communities, and organizations has been key to the Big Horn Basin's growth in recent months. As we work together to build more resilient communities, it occurs to me that many communities, while maintaining their unique identity, experience similar challenges in finding capacity to plan and problem solve. Conversations across the region have revealed several themes and struggles that affect all of us—and data gathered and distilled by the Pathways to Prosperity project provide us with evidence and hope as the folks from Harvard will share with you during the board meeting.

One of the major constraints to growth in the Basin and beyond is the lack of housing. Not low-income housing, although that is a concern as well, but inventory and access to housing for middle-income families. This is such an overwhelmingly large issue, how does a community even begin to tackle it?

I'm excited to see that instead of balking at the subject, communities in the Basin are tackling it head on—together. In the past month neighboring communities have built upon an existing foundation (pun intended) by partnering to plan for the future. Meeteetse, as you likely know, is a small town, and is continuing the momentum from their Strategic Doing process with eyes on the future. They identified land in town that already had necessary infrastructure in place (roads, water, electricity) and invited economic development organizations in other communities in park county, Cody and Powell, to join them for a brainstorming session. The resulting plan emphasizes next steps and "doing" but because each community was represented in the discussion and plan, there is county-wide buy-in and they can now identify their strengths and ability to share the load. Sometimes capacity building looks like getting a group of smart, creative, and invested people in a room together to strategize and develop solutions that work better when they work together.

Timing is everything—on the heels of this budding collaboration, Harvard has identified the same theme and has proposed a work stream modeling the exact same effort: collaboration between entities with the goal of "doing". Conversations like those had in Park County will continue throughout the Basin, and I hope that the dialogue and partnership established here will serve as a model for other communities in the future. I look forward to keeping you all updated!

Region: Southwest**Regional Director: Kiley Ingersoll****Brief Introduction: New Direct Air Capture Project Creates Opportunities to Thrive**

Here is some information about Direct Air Capture Technology:

Direct Air Capture (DAC) is a form of Carbon Capture Utilization and Sequestration (CCUS) where air is captured and the CO₂ is separated out and then permanently stored underground or converted into products. It is similar to what plants and trees do every day, but DAC does it faster and on a larger scale with a smaller footprint. DAC is helpful in balancing carbon emissions for industries that don't have a lot of other choices like long-distance transport and heavy industry.

In September of this year, Carbon Capture Inc. announced Project Bison in Sweetwater County, Wyoming. The press release is located [here](#). Project Bison is an industrial development direct air capture project that aims to capture CO₂ from the atmosphere and permanently storing it underground. Project Bison is the largest DAC project that has been announced and represents a potential new industry in the United States. Their project is modular and will start small, but plan to grow and permanently remove five million tons of atmospheric CO₂ annually by 2030. By this time, the project plans to have 200+ long-term operational jobs and many workers for construction and installation.

To encourage projects such as this and to build an industry, in May of 2022, the Department of Energy (DOE) released a Notice of Intent to provide \$3.5 billion in funding to establish Direct Air Capture Hubs for large-scale CO₂ removal. Find more information about DAC [here](#) on our website. In November, the School of Energy Resources, Wyoming Energy Authority, and the Wyoming Business Council put out a Request For Expression of Interest (REFOI) to solicit input from key stakeholders on Direct Air Capture activities and initiatives in Wyoming. It is located [here](#).

While the project is still in the beginning phases, Carbon Capture Inc has been working with us at the Wyoming Business Council, as well as a variety of other State and local entities to help facilitate connections with stakeholders. Project Bison is committed to community engagement and wants to be a good partner to the community. They have held two town halls (one in-person at Western Wyoming Community College and one virtually) and have formed a local stakeholder group that meets regularly where they ask for feedback from community members about the wants and needs of the local community. Carbon Capture Inc. is working with WWCC to make sure the local workforce will have the training needed for the jobs this opportunity will provide. The project will present at city council meetings and has presented before the county commissioners.

Even with the opportunities for engagement, more is needed (and planned). At the town hall, the capacity of the room was exceeded, and dates and times didn't work for everyone. Project updates will be necessary as well as concerns from the community will need to be addressed. But, there is a lot of hope in the opportunity in that it will help to create new industries for the community. In a meeting with the project, a local stakeholder stated, "We appreciate your communication with the community and engagement. More projects should do this." Project Bison has "leaned in" on ours and the local expertise to help facilitate meetings, engagement, and connections so their project can not only be successful, but a strong partner with the community as well.

Here is a [link](#) to the project.

Region: West Central

Regional Director: Patrick Edwards

Introduction:

The west central region has a large number of potential projects in the works and there is a lot of optimism about business growth and business recruitment. Common barriers that have been mentioned are housing and workforce. There are three BRC applications in process that should be brought forward within the next two cycles.

What problem are we trying to solve?

There are issues surrounding local capacity, housing and workforce. Fremont county is especially hard hit in these areas because small towns like Shoshoni, Hudson and Dubois struggle to find people who are able to focus on economic development. The Wind River Indian Reservation also struggles with this. However, through many discussions and meetings, there seems to be a renewed interest in pursuing economic development.

Leading Economic Growth: There are a number of activities happening in the West Central Region that are exciting.

Kifaru International is expanding their operations to vertically integrate their cut/sew operation and bring it fully to Wyoming. Currently, they have their cut/sew done in Colorado, Wisconsin and California. They hope to bring it all to Wyoming within the next 5 years.



Kaley and Patrick at the Kifaru Showroom with Mackenzie Roberts, Director of Marketing

Maven is working hard to get their new facility up and running. They will be able to expand their business operations through hiring more staff and control their assembly processes in the new facility.



Kaley Holyfield, Mike Jones, Rajean Fossen and [Mike Lilygren](#) at Maven Bow Spider is continuing to expand their operations in Kinnear. The owner of Bow Spider is planning to launch a new product for firearms that will be manufactured in Wyoming. More to come on that soon.



Crystal Merrill (VP at Bow Spider), [Taylor Vignaroli](#), Bert Adam, Wendy Lopez, John Jenks at Bow Spider

Building Resilient Communities: *There is a lot of activity surrounding economic development happening in the West Central Region. Here are the highlights.*

Lander and Riverton are both pursuing Main Street programs in their towns. This will be an exciting opportunity for them to encourage economic growth, tourism and expanded opportunities in their downtowns. The towns and county are excited about the potential.



Patrick presenting at the WAM conference in Jackson.

Jackson and Pinedale have a variety of project ideas and will be working towards BRC projects in those communities in the next 6-12 months. More details to come soon.

Region: Southeast & East Central (temporary)

Regional Director Team Lead: Heather Tupper

Brief Introduction: A non-report report.

While there is no shortage of projects and work going on in the eight counties making up the Southeast and East Central region, it is hard to pick one thing to highlight. There are planning efforts, housing task force groups, and business expansion and recruitment projects. Communities are talking about broadband and infrastructure, placemaking, and workforce.

“What does that mean for the WBC?” you might ask. It means a few things. First, expertise in different areas of community and economic development on our team is highly important. As a Regional Director, I offer a snippet of expertise, but what I really bring is one more brain to a brainstorming session, experience from other parts of the state to draw best practices from, resources that I learned about through continuing education and network building opportunities, and connections to other partners and WBC team members. Next, it highlights that our communities are ready to start problem solving and looking for ways to maintain their sense of us as they are faced with economic challenges. Finally, it means that we are making progress in our efforts to build local capacity.

The coming year will be a time for new ways of approaching problems and working together. We will continue to look for best practices that we may be able to implement while at the same time creating solutions that will be used as future best practice examples in other places. Communication and a willingness to work together will continue to be our greatest challenge and our most important tool. I look forward to the opportunities that will come from the perseverance and collaboration in our combined mission to make Wyoming a place where people can thrive.



STRATEGY COMMITTEE REPORT

Executive Summary

This Growth Perspective on Wyoming aims to investigate whether the state has an economic growth problem by examining its economic trajectory over the long, medium, and short term. It contends that Wyoming does indeed have a growth problem: the composition of its economic activities is not positioned to sustain a high quality of life cross all parts of the state.

Wyoming's long-term economic trajectory since the 1800s is intimately tied to its limited population agglomeration and consequent durable specialization in natural resource industries. Wyoming's population has lagged behind neighboring states over virtually its entire history, which arguably results from the comparatively limited agricultural potential and broader livability of its land. An index of land quality – in terms of its ability to support human population – by Henderson et al. (2022) indicates that Wyoming's counties have some of the lowest potential for dense human population in the United States. Moreover, the vast majority of U.S. counties with similar levels of land quality are home to at most a few tens of people per square mile. The foundations of Wyoming's low population base today were established early in its history and the co-evolution of low population with low economic diversification can be traced thereafter.

Wyoming's small population agglomerations predispose the state to not just remain small in population terms, but to engage in a limited set of economic activities. Evidence from the contemporary economic geography of the U.S. indicates that the vast majority of tradable economic activities tend to be larger in central locations close to lots of human population, whereas only a few dozen industries — concentrated strongly in natural resources, agriculture, and tourism — tend to be larger in remote places. These remote places tend to have lesser access to the wide variety of skills and knowhow needed to support economic diversification while also being further away from markets.

The role of these constraints is evident in the evolution of Wyoming's economic composition from 1870 onwards. It has durably specialized in resource extraction, and missed out on waves of manufacturing and service growth that occurred in other Mountain West states. Differences in the industries of employment in Wyoming versus other states were already apparent in the early 1900s, and accelerated thereafter. At points in time where resources gained value due to high national or global prices, the state's fiscal system gained increasing reliance on taxing resource extraction rather than other sources of income or wealth.

Wyoming's economy in the more recent medium term directly extends from its longer history. It is considerably more specialized in natural resource extraction than surrounding states in terms of State Gross Product, employment, international exports, and domestic exports. Its fiscal structure is also more dependent on revenues from mining than any other US state.

The population of Wyoming today is highly geographically dispersed, with no large cities and half the population living in towns of fewer than 10,000 people. Median household income compares favorable versus neighboring states, reflecting an often-high quality of life. Nevertheless, migration patterns suggest that economic prosperity is not shared by all. A majority of people born in Wyoming no longer live in the state, and rates of out-migration among young adults in particular are the highest in the US. This is offset by large amounts of in-migration — a majority of people who live in Wyoming were born in another state — but there is an overall brain drain of college-educated people out of the state.

The recent boom-bust cycle from the early 2000s to present looms large over Wyoming's medium term economic trajectory. Although the boom leading up to the time of the Global Financial Crisis fueled growth of jobs and income — led by mining and associated construction — the bust thereafter (and especially after the end of the global commodity supercycle in 2014) had a number of deleterious consequences.

Whereas Wyoming surpassed all its neighbors in the growth rate of middle class jobs (measured as those paying \$40,000 to \$80,000 in 2000 USD) from 2000-2013, by the late 2010s this had collapsed to among the very lowest in the region. The net number of jobs mostly collapsed among people who were not born in Wyoming, and then elected to leave the state. Job growth for native Wyomingites flatlined, in contrast. From 2014-2017 businesses in Wyoming also cited slow business and the unpredictability of business conditions as major sources of lost profits at higher rates than surrounding states. As in the previous boom-bust cycle in the 70s and 80s, Wyoming's state finances moved closely with the growth and collapse of recent fossil fuel income. While this effect was seen mainly in the large severance tax it was also visible in sales and use taxes in addition to property taxes.

Many effects and consequences of the bust were, vitally, specific to local areas of Wyoming. Counties such as Sublette, Campbell, Big Horn, Sweetwater, and others were highly exposed to fossil fuel shocks due to their high concentration of wages accounted for by the mining sector. Albany, Teton, Laramie, and Goshen counties, in comparison, were relatively insulated. There were also important differences in which counties produced which fossil fuels. Campbell and Converse counties were highly exposed to coal, whereas natural gas and oil figured more heavily into a variety of other counties, with these different resources being differentially affected by national and global market dynamics and technology change.

Over the course of bust years from from roughly 2010-2020 many parts of the state continued to grow. Albany, Laramie, Sheridan, Teton, Carbon, Crook, Converse, and Lincoln counties' labor markets grew both in terms of the number of jobs and how well-paying each job is on average. But the mining-intensive counties of Sublette, Sweetwater, Campbell, Uinta, and Natrona instead shrunk on both measures. Other counties shrunk in employment but gained in average earnings per job. This reflects a variety of economic conditions, but a clear majority of counties nevertheless lost jobs over this time period.

Smaller towns were the hardest-hit communities as these labor market effects played out. Larger towns in a variety of counties tended to maintain more growth in population and labor force participation, whereas small towns more often shrunk. Importantly, several areas of the state — often those concentrated in mineral resources — lost social mobility, reflecting a decline in equal opportunity.

Decompositions of these changes in jobs and average earnings per job by county underscore Wyoming's challenges in economic diversification. Laramie, Albany, Sheridan, and Teton counties maintained growth through a variety of industries (albeit evidently not at a sufficient rate to bring the state's level of diversification as a whole up to the level of its neighbors). Campbell, Sublette, Uinta, Sweetwater, and Natrona counties collapsed through losses in natural resources and construction, and had few growing industries to offset these losses. A variety of other counties were somewhere in between these two extremes.

The short term trajectory of Wyoming's economy since the onset of COVID-19 has, of course, been uniquely shaped by the pandemic but in many respects is also a continuation of the medium term bust. Wyoming's aggregate employment and wages have recovered at slower rates than in surrounding states, but these effects are overwhelmingly driven by sluggish activity in the mining sector. Many counties experienced positive growth in manufacturing, professional services, finance, and accommodation & food services. The best- and worst-faring counties mostly parallel medium term trends as well. Teton, Albany, Lincoln, and Sheridan counties grew jobs and wages from 2020 Q1 to 2022 Q1; some of the hardest-hit counties on these measures were Converse, Sweetwater, Campbell, and Natrona counties.

A silver lining from the pandemic was the large-scale adoption of remote work, which opened up the possibility of new service employment in geographically remote communities. While rates of remote work generally increased in Wyoming from 2019 to 2021, these increments were small compared to those in areas of surrounding states. The commuting zones in Wyoming with the highest rates of remote work adoption now hover around 10%, for instance, whereas parts of every neighboring state have rates closer to 15% or in some instances 25%. In most parts of Wyoming this can be explained by the pre-existing occupation structure not being especially amenable to remote work, but in Laramie and Cheyenne rates of remote work are below expectations given the occupation structure.

Declining national consumption of fossil fuels, especially coal, has been a key driver of Wyoming's economic challenges. Yet, going forward another near-term opportunity for Wyoming lies in new energy and changes in national and global economic systems through decarbonization. Wyoming had an impressive rate of growth in occupations needed for the 'green' economy from 2010-2020 versus neighboring states, and its rate of patenting environmentally-friendly technologies also compares favorably. It also has natural resources and established capabilities that may position it to benefit from new demand for low-carbon energy, rare earth minerals, and carbon sinks — in addition to other opportunities likely not yet evident.

On the whole, Wyoming's economic structure has provided a high quality of life for many residents and an enviable level of equity and social mobility. But its reliance on fossil fuels is threatened by global trends in decarbonization. If these continue to accelerate, Wyoming's economic future could look a lot like an extension of the recent bust. Losses of jobs, income, equality of opportunity, and funding for vital programs like K-12 education could threaten Wyoming's ability to maintain a high quality of life — especially in smaller communities, which have borne the brunt of shrinking population. This could kickstart cycles of economic decline and negative impacts on health and community wellbeing that could become difficult to reverse. These challenges are better addressed early than late.

Additional growth engines will be needed to support high quality of life across Wyoming and insulate against shocks. The routes to those new, additional industries will likely vary considerably by location, however. Some larger towns in Wyoming maintained growth through the bust in a variety of industries, and this needs to be scaled up. Others who lost employment opportunities in mining without offsetting sources of growth will need new industrial opportunities or to better connect to growing economies. Many other counties with mixed growth across different industries will need a blend of approaches. Pathways to Prosperity will aim to identify economic diversification opportunities and, in collaboration with local agencies and stakeholders, alleviate the policy constraints needed to unlock them.



OPERATIONS COMMITTEE REPORT

WYOMING BUSINESS COUNCIL

QUARTER 1 FISCAL YEAR 2023 FINANCIAL REPORT

BUDGET REPORT

General Funds

- September 30, 2022 budget utilization came in at 9.97% compared to 25% budget optimum.
- WBC and Economic Diversification budgets only (budgets that revert) are at 29.98% utilization, slightly over 25% optimum, due to encumbrances for contracts.
- Overall utilization is being driven down by the BRC budget.

Federal Funds

- Total expenditures on our federal programs for the first quarter of fiscal year 2023 were approximately \$380k.
- CDBG has \$2.07 million remaining in encumbrances for projects the WBC has committed to. As of September 30, there were four CDBG projects remaining.

Agency Funds

- As of September 30, the Economic Loan Development fund had an available budget of \$25.96 million. This includes \$25 million budget for large loan projects. Total cash as of 6/30 is \$36.80 million, but \$26.98 million is reserved for large loans, leaving \$9.82 million available for Challenge loans. During the first quarter, the fund has received \$72,777 in investment income, and loan and principal payments.
- As of September 30, the Rural Rehabilitation fund had an available budget of \$292k, and \$4.66 million in available cash. The fund has earned \$5,575 in investment income.
- As of September 30, the Wyoming Business Council fund had an available budget of \$75k, and \$209k in available cash. It earned \$290 in investment income.

BUDGETED EXPENDITURES

- Loans (non-operating expenses) made up 51% and grants made up 33% of the total \$67 million budget.

LINE-ITEM EXPENDITURE SUMMARY

- Professional Services had greater than 25% budget utilization, coming in a little higher than 51%, due to contract encumbrances for the fiscal year.
- Although a \$70k Succession Loan was approved in September, the loan budget is near 0% utilization, due to the large loan budget.

LOANS RECEIVABLE

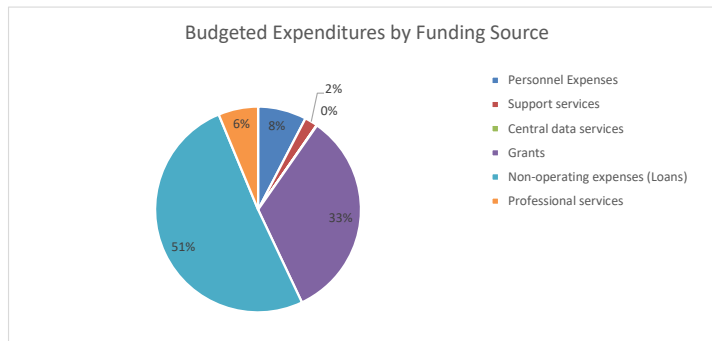
- The net loans receivable balance as of September 30 is \$23.58 million.
- Total principal and interest payments on loans received during the first quarter is \$38.9k.

Wyoming Business Council
Quarter Ending September 30, 2022 (2023/2024 Biennium)

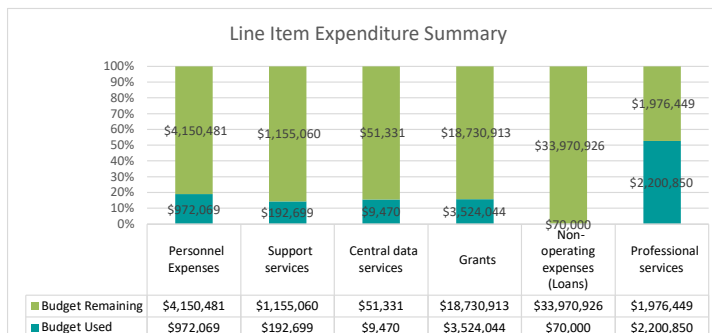
Optimum = 25%

BUDGET SUMMARY	BUDGET	EXPENDED	ENCUMBERED	BALANCE	%	Avail. Cash Balance	YTD Receipts
Economic Diversification							
Investments	\$24,356,543	\$1,271	\$0	\$24,355,272	0.01%		
Investments (BRC/CDBG)	\$25,000	\$1,271	\$0	\$23,729	5.08%		
Finance	\$10,000	\$0	\$0	\$10,000	0.00%		
Business Ready Communities (Includes MRG)	\$24,321,543	\$0	\$0	\$24,321,543	0.00%		
Services	\$5,875,313	\$160,288	\$2,403,154	\$3,311,871	43.63%		
Services	\$2,216,311	\$6,130	\$1,691,356	\$518,825	76.59%		
Broadband Administration (fund 004)	\$200,603	\$11,136	\$40,903	\$148,565	25.94%		
Entrepreneurship	\$2,025,000	\$1,065	\$400,000	\$1,623,935	19.81%		
Main Street	\$235,000	\$19,557	\$0	\$215,443	8.32%		
Markets & Expansion	\$350,899	\$38,699	\$52,000	\$260,200	25.85%		
Recruitment	\$585,000	\$51,917	\$48,750	\$484,333	17.21%		
Community Development	\$62,500	\$1,930	\$0	\$60,570	3.09%		
Asia Pacific Trade Office	\$200,000	\$29,855	\$170,145	\$0	100.00%		
Wyoming Business Council							
Operations	\$5,832,535	\$1,017,979	\$10,800	\$4,803,756	17.64%		
Accounting	\$45,000	\$0	\$0	\$45,000	0.00%		
Agency Services	\$387,540	\$17,541	\$10,800	\$359,199	7.31%		
Board	\$34,050	\$3,852	\$0	\$30,198	11.31%		
Executive	\$14,250	\$527	\$0	\$13,723	3.70%		
HR (Non-Payroll)	\$137,100	\$6,990	\$0	\$130,110	5.10%		
HR (Payroll)	\$4,971,086	\$972,070	\$0	\$3,999,016	19.55%		
IT	\$243,509	\$16,999	\$0	\$226,510	6.98%		
Regional Directors	\$90,000	\$11,837	\$0	\$78,163	13.15%		
Strategy	\$324,468	\$6,495	\$25,000	\$292,973	9.71%		
General Strategy	\$105,000	\$617	\$0	\$104,383	0.59%		
Communications	\$138,448	\$165	\$0	\$138,283	0.12%		
Strategic Partnerships	\$81,020	\$5,713	\$25,000	\$50,307	37.91%		
TOTAL GENERAL FUNDS	\$36,478,859	\$1,197,870	\$2,438,954	\$32,842,035	9.97%		
Federal Funds							
Brownfield Revolving Loan Program	\$744,406	\$0	\$500,000	\$244,406	67.17%		
CDBG Program	\$3,120,026	\$264,182	\$2,070,690	\$785,154	74.84%		
State Trade and Export Program (STEP)	\$145,125	\$116,125	\$22,000	\$7,000	95.18%		
TOTAL FEDERAL FUNDS	\$4,009,557	\$380,307	\$2,592,690	\$1,036,560	74.15%		
Agency Funds							
Economic Loan Development (fund 039/089)*	\$26,140,876	\$0	\$185,000	\$25,955,876	0.71%	\$ 9,817,861	\$ 72,777
Rural Rehabilitation (fund 499)	\$300,000	\$8,000	\$0	\$292,000	2.67%	\$ 4,661,591	\$ 5,575
Wyoming Business Council (fund 085)	\$75,000	\$18	\$0	\$74,982	0.02%	\$ 208,948	\$ 290
TOTAL AGENCY FUNDS	\$26,515,876	\$8,018	\$185,000	\$26,322,858	0.73%		
TOTAL BUDGET	\$67,004,292	\$1,586,195	\$5,216,644	\$60,201,453	10.15%		
American Rescue Plan Act							
ARPA Connect Wyoming	250,000	50,000	200,000	-	100.00%		
Pathways to Prosperity	2,900,000	-	1,883,758	1,016,242	64.96%		
TOTAL ARPA	3,150,000	50,000	2,083,758	1,016,242	67.74%		

* \$27 million reserved for Large Loan Fund



Loan Type	Balance
Economic Disaster	6,330,530
Bridge	1,123,382
Amendment IV	-
Natural Gas Infrastructure	185,753
WyoTech	4,250,101
BRC	11,750,368
Unallocated Allowance	(56,853)
	23,583,280





SERVICES COMMITTEE REPORT



SERVICES TEAM

Board Update December 2022

RECRUITING UPDATE

Wendy & Chance

Accomplishments:

- **InSite Project – Competitive Site Analysis**
 - 25 applications from around the state, 17 applications qualified, 15 sites moving forward in process
 - Coaching calls with community teams started Dec. 5
- **Improved/Increased Marketing**
 - Warehouse 21 is completing a full redesign of 2023 marketing materials, trade show booths and swag items
 - Digital campaign with ROI featuring LinkedIn ads & email blasts
 - Multiple events with site selectors to increase awareness of Wyoming

Looking to 2023:

- **Planning for a FAM Tour with Site Selectors/Consultants**
 - It's been over 5 years since we've done a familiarization tour
- **Increase Proactive Recruiting Pipeline**
 - FDI Strategy - International trip based on energy projects or indoor farming cluster building
 - Coordination with University around alumni events/lists using Chance's connections
- **Attending shows and aligning with the rest of the Services Team to determine best use of space in booths to promote Wyoming and Wyoming businesses**
 - Recruiting, Start Ups, BRE, Agribusiness

ENTREPRENEURSHIP UPDATE

Taylor

Accomplishments:

- **7 SBIR matching grants issued**
 - \$1.17M disbursed to startups
- **13 community events / conferences / classes attended**
 - 3 virtual, 10 in person
- **4 community colleges toured**
 - Met with various deans, department heads, and/or presidents
 - 3 in person, 1 virtual
- **13 key policy, practices, and programs connections made (local and national)**
 - VC/Angel investors
 - Non-profits
 - Legislative organizations
 - Incubators
- **~40 businesses engaged**

Looking to 2023:

- **Date TBD: Northwest Region visit**
- **SHOT Show 2023**
 - Sponsoring 4 startups to expand into new markets
- **Continue engaging key partners to support and grow a more complete entrepreneur ecosystem with core interest areas:**
 - Organization of entrepreneur resources
 - Education
 - Legislation
 - Financing
 - Mentorship
- **Streamline SBIR and KickStart application / reporting process (Salesforce)**
- **Reopen KickStart Grant (and possibly revamping others)**
- **Course: Accelerated Entrepreneur-Led Econ-Dev**

BUSINESS RETENTION & EXPANSION UPDATE

Kaley

Accomplishments:

- **In-depth calls with all RDs about respective regions**
 - Strengths, weaknesses, existing BRE efforts
- **Visits to 4/6 regions**
 - Northeast visit planned for Dec. 12 – 14
- **27 companies visited**
 - 8 virtual or phone, 19 in person
- **23 partner meetings**
 - Local EDO's, BRN organizations, local leaders, etc.
 - 8 virtual, 15 in person
- **6 in person community events and/or conferences attended**
- **Salesforce Steering Committee**
 - Working to get the most out of Salesforce for WBC users
 - Use of Salesforce as BRE tool

Looking to 2023:

- **Date TBD: Northwest Region visit**
 - Establish BRE strategy once in-person region visits are finished
- **January: SHOT Show – Work with companies to expand markets**
- **March: IEDC BRE Course in Baltimore**
- **6 Steps to Exporting Webinar Series – 6 webinars, start Jan. 2023**
- **May: NRA Taste of the States Show**
- **June: Food Taipei or Outdoor Retailer**
- **Continue work on Salesforce Steering Committee**
 - Conduct meetings with 11 user groups to identify needs
 - Work with developer to implement solutions
 - Provide training/best practices to WBC users

AGRIBUSINESS UPDATE

Jill

Accomplishments

- Annual Report highlights various activities and involvement
- Other:
 - American Food Fair [Video Link](#)
 - Pathways to Prosperity
 - Beef Sticks for Backpacks

Looking to 2023

- Marketing and Promotion
 - WUSATA planning and missions Food Taipei, Canada, Europe, Singapore
 - Ag tech-Indoor Farming w/ Recruiting team
 - National Restaurant Show (Taste of the States) w/ BRE and Regionals
 - Website, instate promotion ramp up
- 8- state grant application through USDA to improve food supply chain. (Steering Committee)
- Export co-pack mission Inbound/Outbound -Innovating to gain market access as we partner with CO and NM

ASIA PACIFIC TRADE OFFICE UPDATE

Companies having success:

Backwards Distilling (Mills), Big Lost Meadery (Gillette), Jackson Hole Stillworks (Jackson), Cell Drop (Laramie), Eleutian (Cody), EPC (Cheyenne), Maven (Lander), Brunton (Riverton), Trilipiderm (Jackson)

Looking to 2023:

Continued focus on Wyoming companies seeking to expand markets through export. Food Taipei 2023, taking advantage of strategic relationships where appropriate (education, FDI, etc.)

COMMUNITY ENGAGEMENT & LEADERSHIP UPDATE

Amber

Accomplishments:

- Ensuring that our Community Engagement and Leadership Programs align with the WBC's Economic Development Mission.
- Community Reviews: Gillette and Sheridan, WY Phase 1: Listening Sessions
- P2P and the Leading Economic Growth Course
- UW School of Energy Resources Community Engagement Cooperative Committee
- New program(s)
 - Succession Planning for Community Partners (EDOs, Chambers, Governments, etc.)
 - Powell Economic Partnership Exec. Director and Board Succession Plan
 - Thermopolis Chamber Exec. Director and Board Succession Plan
 - State and local presentations
 - Board Leadership
 - Community Engagement

Looking to 2023:

- Revamping the Community Review Process – customizable to individual community needs
 - More robust and strategic preparation and research
 - Integrating PDIA methodology
 - Designing new options for implementing action steps (menu)
- Expand online resources
- Market new programs

MAIN STREET UPDATE

Kayla

Accomplishments:

Successful Best Practices Workshop in Virginia!

- Many great ideas brought home regarding public art, space activation, and the importance of relationships in downtown revitalization work

Hosting the Community Transformation Workshop

- Hosting 30+ people from all over the country to learn about successes in Wyoming Main Street communities

Greater engagement between Main Street Advisory Board and WBC Board

- Regularly coordinating September meetings between the two boards
- Involving MS board members at regular WBC events and other opportunities with WBC board

Looking to 2023:

Re-evaluating Wyoming Main Street brand and better aligning with other WBC messaging

Demonstrating greater ROI at events and conferences like the Best Practices Workshop

"Back to Basics" with developing new partnerships and understanding advisory board involvement

Creating a resource library for Main Street communities

- Including templates for communities to use, resources to help in their Main Street work

Extending services and the Main Street Approach into more communities

- Working with new communities



QUESTIONS?

**LICENSE AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL
AND
LIGHTBOX PARENT, L.P.**

1. **Parties.** The parties to this License Agreement (this “Contract”) are the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002, and LIGHTBOX PARENT, L.P. (Contractor), whose address is: 5201 California Ave, Suite 200 Irvine, CA 92617.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall license Contractor’s SmartFabric™ for location and Broadband Serviceable Location (BSL) data (the “SmartFabric Data”) to be used by Council as a broadband focused commercial solution that furnishes integration and cost-effective licensing rights for key data sources needed to supplement master address data (the “Broadband Purpose”). The parties acknowledge and agree that the parties have entered into a Contract with an effective date of August 30, 2022 (as amended, the “Services Contract”) pursuant to which Contractor solely performed certain professional services to Council, which services include the creation of a mapping platform for use in the Broadband Purpose (the “Mapping Platform”).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The initial term of this Contract is from the Effective Date through and including August 31, 2023 (the “Initial Term”) and will automatically renew thereafter for successive one-year periods (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless Council or Contractor gives the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. All services shall be completed during this Term.
4. **License and Fees.**
 - A. The annual fee of the license provided under this Contract shall not exceed two hundred and fifty thousand dollars (\$250,000). Upon execution and delivery of this Contract, Contractor will upload the SmartFabric Data to a secure server and notify the Council in writing with the credentials to access such server and download the SmartFabric Data (the “Delivery Notice”). Council will notify Contractor in writing informing Contractor either (i) that it confirms that it has been able to access the server and download the SmartFabric Data, or (ii) that it is unable to access the server and download the SmartFabric Data. In the event no such written notice is delivered to Contractor by the end of the fifth (5th) calendar day after the delivery of the Delivery Notice, Council will be deemed to have confirmed that it has been able to access the server and download the SmartFabric Data. The annual fee for the Initial Term shall be invoiced in full to Council upon confirmation (or deemed confirmation), as described above, that Council has been able to access the server and download the SmartFabric Data.
 - B. The annual fee for each Renewal Term shall be invoiced in full to Council on or about the commencement of such Renewal Term (it being understood that there

shall be no review or acceptance requirements for the SmartFabric Data for any Renewal Term). All fees are non-refundable.

- C. Payment of all invoices 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.
- D. 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.
- E. 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.
- F. Contractor understands that provisions for the use of public funds are in use, and that the information related to this Contract is subject to a public records request.

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

- A. Provide the Council with Access to the SmartFabric Data, as outlined in Section 4(A).
- B. Abide by the terms and conditions of this Contract.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Use the SmartFabric Data solely for the Broadband Purpose and in accordance with the terms of this Contract.

7. **Intellectual Property; Ownership; Data Usage Rights.**

- A. **Contractor.** Subject to Section 7(B) below, the Contractor, or its licensors retains title to and all ownership rights and all intellectual property rights in the SmartFabric Data. Nothing in the immediately preceding sentence limits in any way the data usage rights granted to the Council in Section 7(B) below, including the perpetual licenses described therein.
- B. **Data Usage Rights.** The Council shall receive the following usage rights from the Contractor with respect to the SmartFabric Data:

- (i) Non-exclusive, non-transferable, perpetual license to the SmartFabric Data that would be provided in the Mapping Platform being provided by the Contractor for supporting the internal operations of the Council and processing data as contemplated by this Contract for the Broadband Purpose;
- (ii) The SmartFabric Data will not be updated during the Initial Term and will be updated semi-annually during any Renewal Term; provided that all SmartFabric Data will be available at all times to the Council through the Mapping Platform;
- (iii) Rights to access, prepare, use, copy, modify, reproduce, prepare derivative works, and distribute the data and derivatives for internal use for the Broadband Purpose, including by and to personnel, third-party contractors, and other entities granted the same license, as necessary to accomplish the Broadband Purpose;
- (iv) Rights to publish and display data via an online map, or in reports or other static formats (e.g. PDF) for the Broadband Purpose;
- (v) Rights to provide access to the data to internet service providers to enable such providers to generate and submit broadband availability data to the Council for the Broadband Purpose (provided such provider executes Contractor's standard form end-user license agreement); and
- (vi) Rights to provide access to the data to approved end-user parties for the purposes of such parties using such data solely (a) to prepare and submit an application to the Council for state broadband grant funds ("State Broadband Grant Application"), and (b) performing the work for any location or area included the end-user's State Broadband Grant Application which was awarded to such end-user; provided that such end-user (i) may only download and use data for broadband locations for the area set forth in such end-user's State Broadband Grant Application, and (ii) such end-user executes Contractor's standard form end-user license agreement.

C. Restrictions. For purposes of clarification that the use of the SmartFabric Data that would be provided in the Mapping Platform being provided by the Contractor is solely for the Broadband Purpose, the Council will not:

- (i) use the data or information in such a manner that would cause such information to be construed as a "Consumer Report", as defined in 15 U.S.C. § 1681a.
- (ii) use the data or information to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report for the purpose of underwriting title insurance;

- (iii) use the data in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (iv) allow access to the data through any servers located outside of the Council's operations or facilities, except that employees of the Council and other permitted Users may use the data remotely via VPN connections in connection with the performance of their employment duties; or
- (v) use or store the data outside of the United States.
- (vi) To the extent any such data includes consumer information, the Council shall not publicly display the name, address, e-mail address, or telephone number of an individual consumer without express written consent. Under no circumstances will the Council or any User use such information to solicit any individual designated within the data who, to the knowledge of the Council or such User, after reasonable inquiry, has requested protection from solicitation.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Council shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Council may, at its

discretion, terminate this Contract without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Council shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work. Council shall conduct all of the activities under this paragraph in a manner not to unreasonably interfere with the business and operations of Contractor. All documents and information obtained by or accessed by the Council shall be deemed to be confidential information of Contractor and shall be used solely for the purposes of monitoring the Contractor's compliance with this Contract and shall not be disclosed or provided to any third party without the prior written consent of the Contractor.
- G. 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.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. 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 and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council (which approval shall not be unreasonably withheld, delayed or conditioned).
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the Term.

- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Third Party Required Terms.** The SmartFabric Data contains certain data obtained from HERE North America, LLC, HERE Europe B.V. and their respective subsidiaries and affiliates (collectively, "HERE"). Contractor's agreement with HERE requires Contractor include certain required contract terms in Contractor's agreements for the provision of SmartFabric Data. The following restrictions ("HERE Required Terms") apply to Council's use of the HERE Content included in the SmartFabric Data. Council acknowledges and agrees that HERE is a third party beneficiary of these HERE Required Terms.
- (i) Council may only use the HERE Content as part of the SmartFabric Data and for the Broadband Purpose;
 - (ii) Council may not reverse-engineer or archive the HERE Content;
 - (iii) Council may not export the HERE Content (or derivative thereof) except in compliance with applicable export laws, rules and regulations;
 - (iv) Council must cease using the HERE Content if Council fails to comply with the any of these HERE Required Terms;
 - (v) Certain regulatory and third-party supplier restrictions and obligations (including copyright notices) apply to the HERE Content, which restrictions and obligations can be found at <https://legal.here.com/terms/general-content-supplier/terms-and- notices>;
 - (vi) In the event Council is the United States Government (or is an agency who wishes to claim similar rights as the United States Government), Council agrees that HERE Content is a "commercial item", as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with the Contract;

- (vii) Council acknowledges and agrees that HERE affirmatively disclaims any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement with respect to the HERE Content;
- (viii) Council acknowledges and agrees that HERE affirmatively disclaims liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE Content, any defect or inaccuracy in the HERE Content, or the breach of these HERE Required Terms, whether in an action in contract or tort or based on a warranty, even if Contractor, HERE or their affiliates or suppliers have been advised of the possibility of such damages; and
- (ix) Council may not make or imply any warranties to any third party on behalf of HERE, its affiliates or their data suppliers or promise or provide any third party with any rights to bring any liability claims against HERE, its affiliates or their data suppliers or to be indemnified for any matter by HERE, its affiliates or their data suppliers.

9. **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 Council shall conduct all of the activities under this paragraph in a manner not to unreasonably interfere with

the business and operations of Contractor. All documents and information obtained by or accessed by the Council shall be deemed to be confidential information of Contractor and shall be used solely for the purposes of monitoring the Contractor's compliance with this Contract and shall not be disclosed or provided to any third party without the prior written consent of the Contractor.

- 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 this Contract, this 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 (subject to payment of reasonable fees); provided that in no case shall Contractor be obligated to provide any of its products or services, intellectual property or Confidential Information to any other contractor.
- 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 seventeen (17) pages, and Appendix A, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes 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. The representations and warranties expressly set forth in this Contract are the sole representations and warranties of the parties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, all of which are expressly disclaimed.

- 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. 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.
- M. Indemnification.** The Contractor shall release, indemnify and hold harmless the State, the Council, and their officers, agents, and employees from any and all third party claims and suits (including all liabilities, court awards, damages, costs, attorneys' fees, and expenses related thereto) arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the grossly 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 gross negligence or other tortious conduct. The Council shall consult with the Contractor with respect to the defense, settlement or compromise of any claim relating to the foregoing indemnification obligation.
- N. 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 or the Council 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.

- O. 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.
- P. 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 and not in violation of any non-disclosure or similar obligation, 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 this Contract.
- Q. Ownership and Return of Documents and Information.** For purposes of clarification, this paragraph shall not apply to the SmartFabric Data described in Section 7 of this Contract. 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 this Contract, 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.
- R. 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. Provided that the Council uses the services and deliverables in accordance with the terms of this Contract (including without limitation use solely for the Broadband Purpose), the Contractor shall defend and indemnify the Council for any claim by a third party that the services or deliverables provided hereunder infringe such third-party's patent, trademark, copyright, license, or other restrictions. If the event of any such third party claim, the Council shall promptly notify the Contractor, shall give the Contractor reasonable cooperation, information, and assistance in connection with such claim, and consents to the Contractor's control, in consultation with the Wyoming Attorney General's Office, with respect to the defense, settlement or compromise of the claim. The Contractor will not be obligated under this Section to the extent the infringement results from: (i) any data, information or other

materials provided by the Council or any of its agents; (ii) modifications that the Council or any party not authorized by the Contractor makes to the deliverables; or (iii) use of the deliverables not in accordance with this Contract. If any service or deliverable hereunder is likely to or does become the subject of a claim of infringement of a third-party's patent, trademark, copyright, license, or other restrictions, then the Contractor may, at its option, procure for the Council the right to continue using the alleged infringing service or deliverable, or modify the service or deliverable so that it becomes non-infringing. If none of the above options can be accomplished, either party may terminate this Contract upon thirty (30) days written notice to the other party.

S. Prior Approval. This Contract shall not be binding upon either party, no licenses shall be issued, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

T. Insurance Requirements.

- (i) During the Term, 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 the 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.

U. 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.

V. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

W. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor or a Third Party, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in this Contract, or in any attachments or documents incorporated by reference, including any third party terms provided by URL, will not be binding on the State of Wyoming. 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.

X. **Taxes.** Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, good and services, use or withholding taxes (collectively, "Taxes"). The Council is solely responsible for paying all Taxes which may be levied as a result of this Contract and the transactions contemplated hereby (excluding taxes based on the Contractor's net income or property) unless the Council provides the Contractor with a valid tax exemption certificate authorized by the appropriate taxing authority.

Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. In the event of any such termination, (i) there shall be no refund, rebate or credits for fees paid by the

Council or due for payment by the Council in any Contract year prior to the Contract year in which such termination occurs, (ii) there shall be no refund, rebate or credits for fees paid by the Council or due for payment by the Council in the Contract year in which such termination occurs. 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.

- Z. Third-Party Beneficiary Rights.** Except as expressly provided herein, 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.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. 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.
- DD. 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.
- EE. Liability Limitation.** Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages even if Contractor has previously been advised of the possibility of such damages, and Contractor's liability for damages is limited to direct damages and further to no more than the amount paid by Council to Contractor under this Contract.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **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, Chief Executive Officer

Date

Brandon Marshall, Services Director

Date

CONTRACTOR:

LIGHTBOX PARENT, L.P.

Paul M. Vogt, VP, General Counsel & Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Cole R. White, Assistant Attorney General

Date

APPENDIX A

- (1) Each Licensee may only use the HERE Content as part of the Licensed Data;
- (2) Each Licensee may not reverse-engineer or archive the HERE Content;
- (3) Each Licensee may not export of the HERE Content (or derivative thereof) except in compliance with applicable export laws, rules and regulations;
- (4) Each Licensee must cease using the HERE Content if such Licensee fails to comply with the any of these HERE Required Terms;
- (5) Certain regulatory and third-party supplier restrictions and obligations (including copyright notices) apply to the HERE Content, which restrictions and obligations can be found at <https://legal.here.com/terms/general-content-supplier/terms-and-notice>;
- (6) In the event Licensee is the United States Government (or is an agency of a State who wishes to claim similar rights as the United States Government), Licensee agrees that HERE Content is a "commercial item", as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with this License Agreement;
- (7) Each Licensee acknowledges and agrees that HERE affirmatively disclaims any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement with respect to the HERE Content;
- (8) Each Licensee acknowledges and agrees that HERE affirmatively disclaims liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE Content, any defect or inaccuracy in the HERE Content, or the breach of these HERE Required Terms, whether in an action in contract or tort or based on a warranty, even if Contractor, HERE or their affiliates or suppliers have been advised of the possibility of such damages; and
- (9) Each Licensee may not make or imply any warranties on behalf of HERE its affiliates or their data suppliers or provide any right of liability or indemnity against HERE its affiliates or their data suppliers.



BEAD Program Support 2022 – 2027:

Wyoming Business Council

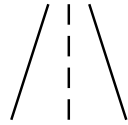
December 6, 2022



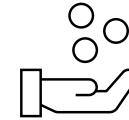
This proposal is the property of Columbia Telecommunications Corporation d/b/a CTC Technology & Energy ("CTC") and must not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If a contract is awarded to CTC as a result of, or in connection with, the submission of this proposal, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract and subject to the limitations of the Wyoming Public Records Act, W.S. §§ 16-4-201 through 16-4-205 (the "Act"), and other applicable law. Accordingly, no portion of this document should be released without consulting CTC.

Overview of the Broadband, Equity, Access and Deployment (BEAD) program and State Digital Equity Planning Grant Program

As of 20 October 2022



Broadband, Equity, Access and Deployment Program (BEAD)



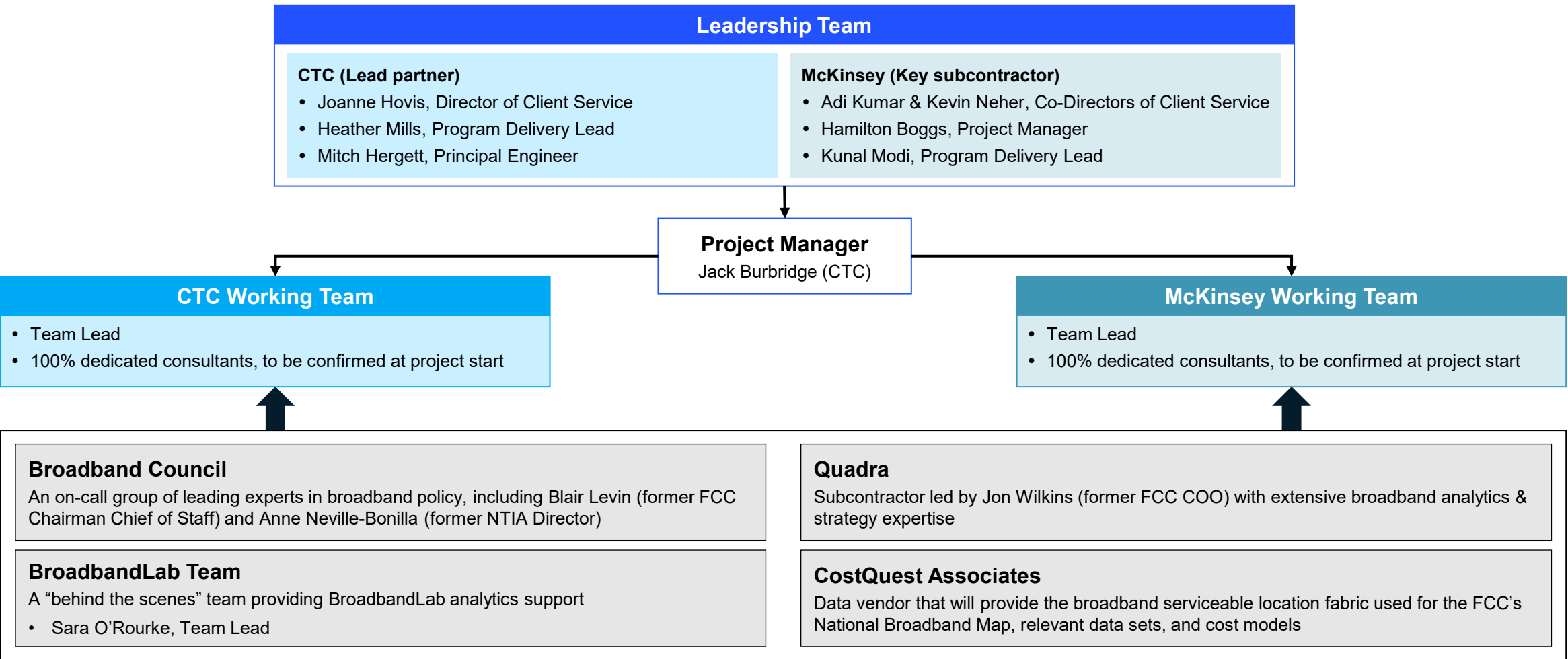
State Digital Equity Planning Grant Program

Available funds	~\$42.5B	~\$60M now (later + \$1.44B)
Description	Formula allocation per state	Formula allocation per state
Use of funds	<ul style="list-style-type: none">Broadband infrastructure, including Wi-Fi in MDUsAdoption programs. Requires plan to serve un/under served and (strongly encouraged Anchor Institutions)	Develop a plan that envisions full participation by state residents in the digital economy, with plans for how the state will use non-construction BEAD and DE Capacity (1.44B) Grants
Status	All states required to submit plans for their share of ~\$42.5B. Rolling NTIA approval	All states required to submit plans for their share of \$60M. Rolling NTIA approval.
More Information	https://www.internetforall.gov/program/broadband-equity-access-and-deployment-bead-program	https://www.internetforall.gov/program/digital-equity-act-programs

The Wyoming Business Council issued an RFP with 5 elements to efficiently deliver on BEAD and DE for Wyomingites

RFP Element	Description / deliverables
Element One: Broadband Capacity Expansion	Capacity support for the Wyoming Broadband Council through staffing support to provide a full suite of support for project management, outreach coordination, and grants management
Element Two A: Broadband current state assessment	Development of a full report and summary including Wyoming’s current broadband environment, potential educational opportunities and recommendations, color-coded map of long-haul, Middle Mile & last mile, gaps and barriers for ROWs, easements, franchise agreements, etc., data recommendations for localized broadband implementation, costing-module for scenario analysis, and federal funding compliance document
Element Two B: stakeholder Engagement	Support coordination through the program planning , which includes developing recommendations on trends to close the digital divide, compiling survey results, coordinating broadband adoption strategy, inventorying existing digital equity programs, organizations, etc., evaluating and making recommendations based on best practices for the Wyoming Telehealth Program, and assessing opportunities and potential for increasing uptake in ACP
Element Three: Broadband plan development	Broadband plan development through initial drafts for the BEAD 5-Year Plan, Digital Equity Plan, Initial Proposal, Challenge Process protocol, and the Final Proposal
Element Four: Grant development & management	Grant development and management documentation and plans
Element Five: Auditing & monitoring	Auditing and monitoring through thorough developing monitoring, auditing, risk mitigation, and site visit plans followed by audits of awarded funds and risk mitigation for non-performance

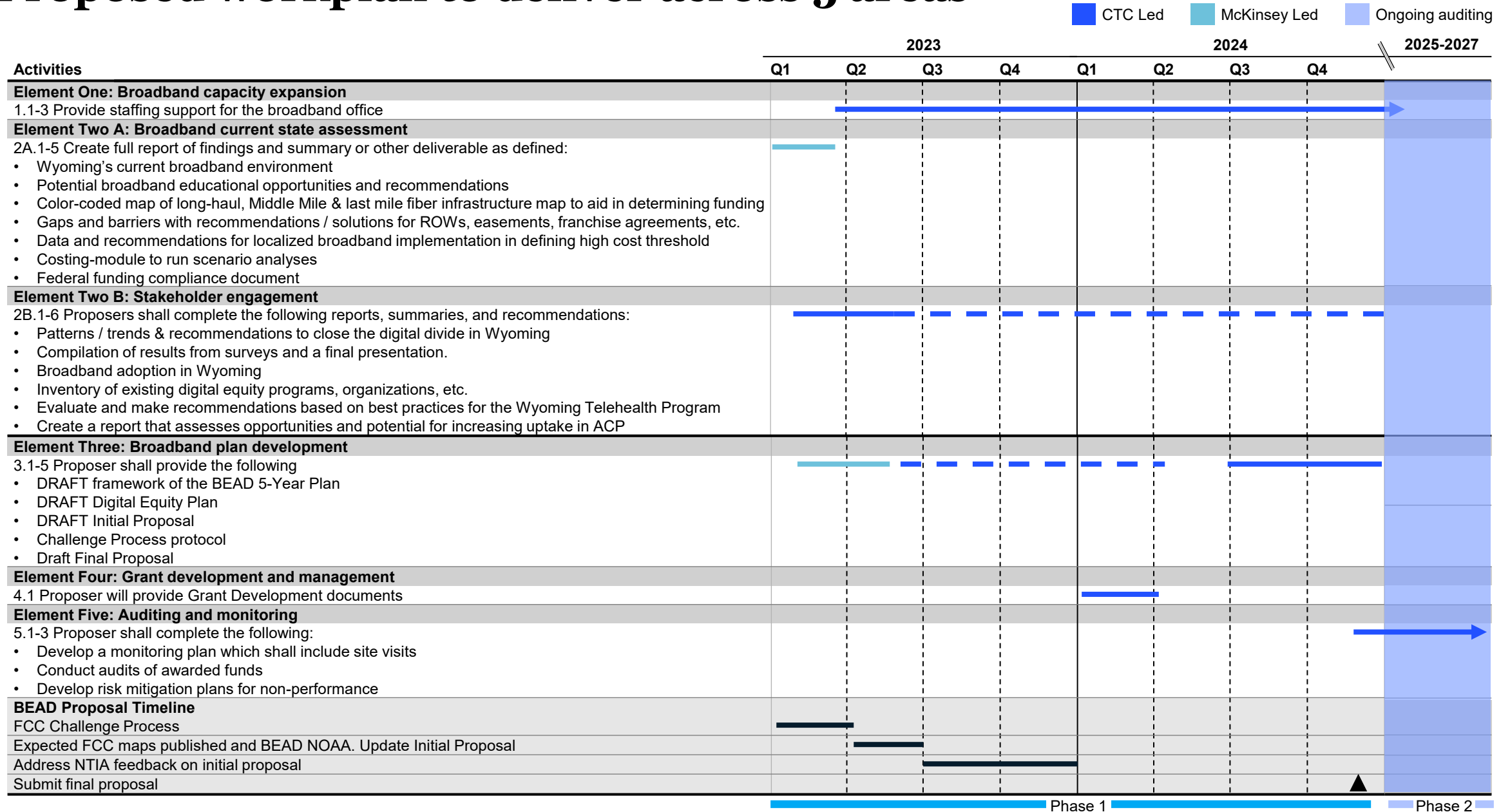
Team CTC + McKinsey was selected through the competitive process and represents a cohesive and comprehensive team



How Team CTC + Mckinsey plans to deliver the work

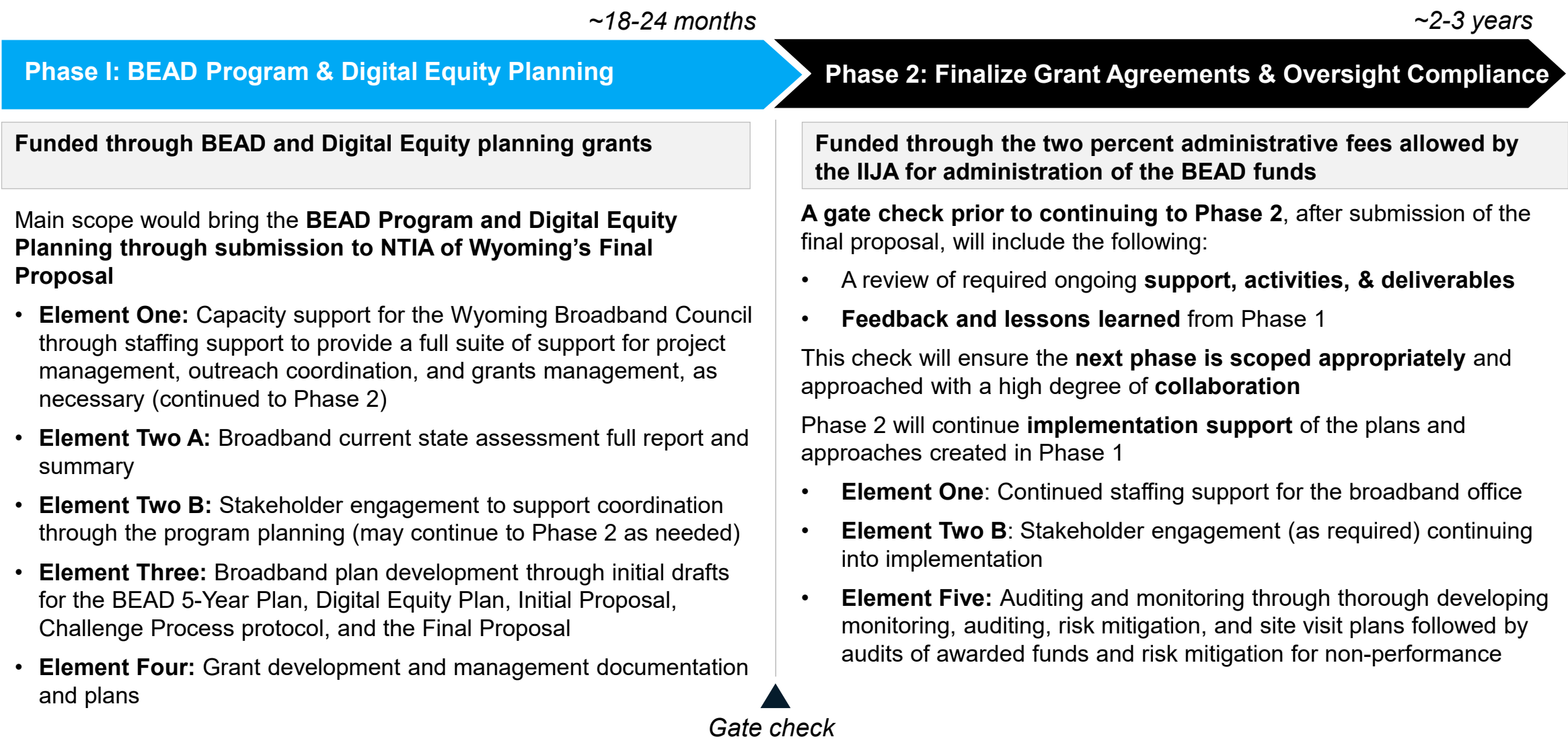
RFP Element	How we plan to complete the work
Element One: Broadband Capacity Expansion	CTC will staff to provide a full suite of support for project management, outreach coordination, and grants management , as necessary
Element Two A: Broadband current state assessment	McKinsey will utilize its Proprietary BroadbandLab tool (e.g., adoption rates, poverty level) to incorporate data and assess Wyoming's broadband access, availability, service levels, etc. to create a comprehensive map of unserved & underserved areas
Element Two B: stakeholder Engagement	CTC will build a stakeholder mapping & engagement plan (e.g., working sessions with WBC and agency partners, survey to collect broad input, in-person focus groups, meeting with ISPs, public meetings in each region of WY) and integrate findings
Element Three: Broadband plan development	CTC & McKinsey will help the State of Wyoming develop an actionable and comprehensive five-year action plan, initial and final proposals strengthened by our team's deep policy experience and close collaboration
Element Four: Grant development & management	CTC's team of experts will lead program implementation , ensuring alignment with BEAD guidelines and goals, including selection and oversight of proposed projects, assistance with mandated reporting and tracking
Element Five: Auditing & monitoring	CTC will develop monitoring plans that review activities and reports (e.g., grant expenditures, financial, performance), assist required State or federal reports, conduct field verification, conduct audits of grantees of subgrantees , and develop strategies for nonperformance

Proposed workplan to deliver across 5 areas¹



1. Illustrative only, subject to change based on terms and conditions of any resulting contract

Our approach will consist of two phases with a gate check between to adjust approach as necessary



Expected pricing for Phases 1 and 2 are aligned with expected budgets for the BEAD and DE programs

Phase 1: Funded through BEAD & DE planning grants, total estimated funding of \$5,429,006¹

Phase 1 Total \$5,180,000

Phase 2: Funded through 2% admin fees for BEAD funds, total estimated between \$2M and ~\$7M²

Estimated Phase 2 Total³ \$3,402,625

1. Estimates based off \$4.999M of BEAD Planning Funds and \$.53M of Digital Equity Planning Funds
2. Planning funds depend on Wyoming allocation which could range from the guaranteed floor of \$100M up to one latest estimate that indicated ~\$350M. Total number will be available by June once NTIA BEAD allocations are released
3. Subject to change depending on allocation amounts and the corresponding work

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a
CTC TECHNOLOGY AND ENERGY**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St, Cheyenne WY 82002, and COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a CTC TECHNOLOGY AND ENERGY(Contractor), whose address is: 10613 Concord St, Kensington MD, 20895.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide comprehensive management of the Broadband Equity, Access, and Deployment (BEAD) program, meeting Treasury/NTIA requirements and deadlines to ensure the State of Wyoming and its subrecipients are eligible for broadband infrastructure funds.
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 December 31, 2024. 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 provide funding for the Contractor as described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. The Fixed Price ("Fixed Price") under this Contract equals five million one hundred eighty thousand, (\$5,180,000.00). Payment shall be made within forty-five (45) days after submission of monthly invoicing pursuant to Wyo. Stat. § 16-6-602. Payment of invoices will be based upon the proper meeting of stated deadlines for deliverables and upon the Council's written acceptance of the deliverables. The successful proposer is required to submit monthly status reports with invoices outlining the contract's progress and compliance with milestones and delivery dates. Each report will be verified by the Council's representative that each of the contract requirements have been met to date. **Funding sources used Federal**
 - 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.

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

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

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Council shall notify the Contractor of any state or federal determination of noncompliance.

- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Council may, at its discretion, terminate this Contract without liability to Council, or deduct from the

agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Council shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. 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.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. 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 and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council. Notwithstanding the foregoing, and except a) as required by law such as Wyoming Public Records Act, b) in accordance with the Council's policies and procedures, neither Party will use the name of the other Party or refer to the services provided under this contract without the prior consent of the other Party, which shall not be unreasonably withheld.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records.
- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Council.

P. Intellectual Property and Ownership of Contractor Pre-Existing Materials.

Notwithstanding anything in General Provisions Section R., Contractor and its Subcontractors retain ownership of all their respective literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, databases, content, models, industry perspectives, or related rights and derivatives that Contractor and/or its Subcontractors own at the time this Contract is executed or otherwise developed or acquired independent of this Contract, employed by Contractor and/or its Subcontractors in connection with the services provided to Council, and includes any updates and derivative works thereto (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials may be embedded in a Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to Council before its use and assert its ownership. If, however, Contractor fails to disclose to Council such Contractor Pre-Existing Materials, Contractor shall grant Council a nonexclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for Council to receive the intended benefit under this Contract and subject to the limitations herein. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Council agrees that, without Contractor's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Contractor Pre-existing Material or Work Product, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Contractor Pre-existing Material or Work Product.

- i. McKinsey & Company, Inc. Washington D.C. Broadband Lab Tool. Council and Contractor acknowledge and agree that the Subcontractor, McKinsey & Company, Inc. Washington D.C. ("McKinsey"), will leverage its Broadband Lab tool to support the Contractor in fulfilling its obligations under this Contract. Council and Contractor further agree that McKinsey's Broadband Lab tool is considered Contractor Pre-existing Material as that term is defined in this Contract and that this paragraph serves as formal disclosure from McKinsey through Contractor to the Council in accordance with this Section P. McKinsey's Broadband Lab tool shall hereinafter be referred to as the "Solution" and McKinsey's support to the Contractor to fulfill its obligations under this Contract shall hereinafter be referred to as the "Work."

Without limiting the foregoing and Section 8 Paragraph I. Confidentiality of Information., if McKinsey processes data as part of its Work and on behalf of Council and/or the Contractor which relates to an identified or identifiable person ("personal data"), McKinsey shall (i) only process such personal data, including with respect to McKinsey's use of subcontractors

or sub-processors, as set forth in this Contract, its related subcontract, and with McKinsey's own data protection protocols (the "Protocols"), as otherwise authorized in writing by Council, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify Council of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with Council as required by applicable law or Council's request to document the personal data, data subjects and processing activities related to the Work. McKinsey will comply with Council's reasonable requests to furnish information regarding McKinsey's processing activities as is reasonably necessary to enable State to verify that McKinsey is complying with its obligations under this Contract and related subcontract, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and McKinsey's processing in connection with the Work, and the foregoing shall apply in full satisfaction of any Council audit or inspection rights of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

The agreed upon Work includes benchmarking services, and therefore McKinsey may incorporate Content, which may include Council's confidential information and personal data, into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to Council. To bring the best of McKinsey's global resources to serve Council, Council agrees that McKinsey may transfer Content to geographies other than those in which it was collected or received, including to McKinsey affiliates and sub-processors that comprise or support McKinsey's infrastructure and maintenance functions as set forth in the Protocols, to facilitate any activities authorized by Council, provided that at all times the Content will be treated as confidential and protected in accordance with the applicable terms of this Contract and related subcontract. McKinsey will reasonably cooperate with Council, at its expense, in responding to any legally required disclosure. In performing the Work, McKinsey will use and rely primarily on information available from public sources and the Content and Council warrants that (i) McKinsey will have no obligation to verify such information, (ii) it is authorized to provide McKinsey with all such Content, and (iii) McKinsey's use of such information in connection with the agreed Work will not violate any law or contractual right of any third party. At Council's election and notification to McKinsey, McKinsey shall promptly return or destroy any Content, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Work, provided that McKinsey may retain such Content only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by Council. Any Content so retained shall at all times remain

subject to the applicable terms and conditions of this Contract and related subcontract, including with respect to confidentiality, security and non-disclosure.

- ii. **Solution Warranty.** The Solution (including Solution outputs) and related Work Products are provided 'as is', without any express or implied warranty. Except as otherwise set forth in this Contract and related subcontract, McKinsey shall not be obligated to maintain, support, host, update, or correct the Solution (including Solution outputs) or related Work Products. Council and Contractor acknowledge and agree that any results, options, data, recommendations, analyses, or other information generated by the Solution and/or related Work Products are dependent upon the accuracy of the information processed thereby (including as provided by Council and Contractor), as well as upon Council's and Contractor's proper use of the Solution (including Solution outputs) and/or related Work Products. McKinsey is not liable for modifications made to any Work Products related to or arising from the Solution by anyone other than McKinsey personnel or for use of the Solution and/or related Work Products in a live production environment.

8. 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 invoices and final deliverables 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 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, and all federal grant requirements and executive orders 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 both parties unless prior written permission is granted by the Contractor and Council for its release. If and when either party receives a request for information subject to this Contract, the notified party shall notify the other party within ten (10) days of such request and shall not release such information to a third party unless prior written approval by Contractor if information is related to a release of its Confidential Information, and/or as directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of twelve (12) pages, Attachment A, Scope of Work, consisting of four (4) page(s); represents the entire and integrated Contract between the parties and supersede(s) 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.** 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 and Limitation of Liability.** 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 to the extent such claims, damages or actions are determined to have resulted from the negligent performance of Contractor's duties or obligations, including, but not limited to, any third party claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct, such as willful omissions.
- Limitation of Liability. The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Contractor does not supplant the Council's management or other decision-making bodies and does not guarantee results. The Council remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. In no event shall Contractor's liability to the Council in connection with the services hereunder exceed the fees received by Contractor from the Council in connection with such performance. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.
- 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. 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.
- Q. 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.
- R. 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, except for one (1) copy Contractor can retain for internal archival and audit purposes. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data upon request of destruction by Council.
- S. 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 knowingly violate any such restriction. In accordance with Section N., the Contractor shall defend and indemnify the Council for any infringement of such patent, trademark, copyright, license, or other restrictions as a direct result of Contractor's negligence or willful intent.
- T. 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, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and

approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

U. 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.

V. 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.

- W. 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.
- X. 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

DD. 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.

EE. 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.

9. **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:

Joshua J. Dorrell
Chief Executive Officer

Date

Amy L. Grenfell
Chief Operating Officer

Date

CONTRACTOR:

COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY

Joanne Hovis
President

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Cole R. White
Assistant Attorney General

Date

**ATTACHMENT A, SCOPE OF WORK, TO
CONTRACT BETWEEN WYOMING BUSINESS COUNCIL
AND
COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY**

1. Phase 1 includes all activities proposed from notice-to-proceed through submission to NTIA of the State of Wyoming's Final BEAD Proposal, covering 2023 and 2024.

Phase 1

Element 1, years 1 and 2	\$2,048,000
Element 2A	\$1,347,750
Element 2B	\$400,000
Element 3	\$1,027,250
<u>Element 4</u>	<u>\$607,000</u>
<i>Committed Total for Phase 1</i>	<i>\$5,180,000</i>

Pricing Schedule 1, revised November 2022

Assumptions and Clarifications:

1. Phasing and Budget Clarification:
 - a. As the proposing team discussed with the WBC following award, we anticipate that Phase 1 as priced in this revised price schedule will include all efforts to support the WBC with its broadband efforts under the RFP from notice-to-proceed until submission to NTIA of the State of Wyoming's Final Proposal, likely to occur approximately two years following notice-to-proceed. Phase 1 will thus terminate at the time of submission to NTIA of the Final Proposal or the end of 2024.
 - b. The proposing team understands that the engagement requires appropriate staffing by CTC Technology & Energy of the various necessary functions of the Wyoming office of broadband, as contemplated by Element 1. CTC plans to staff those functions both through dedicated staff and with support from CTC subject matter experts who are working on multiple projects, with the goal of providing the most efficient, effective breadth of staffing possible. CTC commits to provide full and robust staffing, including with staff located in the Mountain West, to meet all the needs and requirements of the State of Wyoming office of broadband as anticipated by the RFP.

This arrangement can ensure that the appropriate levels of support are provided, inclusive of a full range of subject matter expertise and experience.

2. The proposing team consists of CTC Technology & Energy as the lead prime contractor, and McKinsey & Company, Inc. Washington D.C. and Quadra as subcontractors in support of this request for proposal. For avoidance of doubt, this teaming arrangement is a traditional prime contractor-to-subcontractor relationship, therefore a legal joint venture was not formed.
3. The requested realistic person hours provided in the technical response are provided as estimates only for the purpose of complying with the RFP instructions. The team only performs services on a fixed price basis and therefore does not perform on an hourly basis. The team has therefore provided an estimated range of realistic person hours to estimate a timeline for the State of Wyoming. During performance, the team may make changes to its staffing as far as total number of resources, mix of personnel, and hours performed to successfully accomplish their respective deliverables in the statement of work.
4. The subcontractor, McKinsey & Company, Inc. Washington D.C. ("McKinsey DC"), primarily serves public sector clients, with some social sector and commercial client work, on a variety of topics, including broadband access. For transparency, we note that McKinsey & Company, Inc. United States ("McKinsey US"), an affiliate, provides consulting services in the US to commercial institutions across all industries, including to internet service providers, broadband providers and telecommunication services industries that operate in the State of Wyoming (as well as across the US) and public facilities, social service agencies and various state programs. McKinsey US's consulting services include analysis, advice, and implementation support across many areas of business, including sales, marketing, operations, strategy, organization, technology, general and administrative expenses, investments, procurement, mergers & acquisitions topics, and sustainability. McKinsey DC and McKinsey US do not generally hold interests in their clients, but we note that other affiliates may hold ownership interests in clients across various industries.

Element Breakdown:

Element 1- Operate and increase capacity of Wyoming Broadband Efforts

Element 2A - Creating an Understanding of Wyoming's Current Broadband Environment.

- Create a full report of findings and a summary presentation of Wyoming's current broadband environment.
- Create a full report of findings and a summary of potential broadband education opportunities with recommendations based on best practices from other areas/states as well as in-state offerings shall be included.
- Create a color-coded map of long-haul, Middle Mile and last mile fiber infrastructure map to aid in determining funding.
- Create a full report and summary identifying gaps and barriers with recommendations for solutions and/or strategies of ROWs, easements, franchise agreements, etc.
- Create a full report and summary of data and make recommendations for solutions and/or strategies for localized broadband implementation.

Attachment A, Scope of Work, to Contract Between Wyoming Business Council and
COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY

- Aid the state in defining high cost per location threshold areas.
- Create a costing-module to run scenario analyses.
- Create and update a federal funding compliance document.

Element 2B - Stakeholder Engagement Process.

- Create a report of findings and a summary presentation following interviews/visits. Patterns/trends should be noted and recommendations for strategies to close the digital divide in Wyoming.
- Create a compilation of results from surveys and a final presentation. Proposers will be responsible for advertising and maintaining the survey sites.
- Create a report of findings and a summary presentation of broadband adoption in Wyoming.
- Create an inventory of existing digital equity programs, organizations, etc. Location, capacity and any areas of focus shall be included.
- Evaluate and make recommendations based on best practices for the Wyoming Telehealth Program.
- Create a report that assesses opportunities and potential for increasing uptake in ACP.

Element 3 – Development of BEAD required plans and proposals.

- Provide DRAFT framework for BEAD 5-Year Plan.
- Provide DRAFT Digital Equity Plan for Wyoming.
- Provide DRAFT Initial Proposal.
- Provide Challenge Process protocol.
- Provide DRAFT Final Proposal.

Element 4 – Grant Development & Management

Development of the requirements in Element 4 will be done to conform with the most up-to-date Federal guidance. As of the date of this Scope of Work, the required elements are:

Digital Equity Plan Requirements:

1. Vision for Digital Equity
 - Alignment with existing efforts to improve outcomes
 - Strategies and Objectives
2. Current State of Digital Equity: Barriers and Assets
 - Asset Inventory:
 - Digital inclusion assets by covered population
 - Existing digital equity plans
 - Existing digital equity programs
 - Broadband adoption
 - Broadband affordability
3. Needs Assessment

Attachment A, Scope of Work, to Contract Between Wyoming Business Council and
COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY

- Covered population needs assessment
 - Broadband adoption
 - Broadband affordability
- 4. Collaboration and Stakeholder Engagement
 - Coordination and outreach strategy
- 5. Implementation
 - Implementation strategy and key activities
 - Timeline

BEAD 5 Year Action Plan Requirements:

1. Overview of the Five-Year Action Plan
 - Wyoming's vision for broadband deployment and digital equity
 - Goals and Objectives
2. Current State of Broadband and Digital Inclusion
 - Existing Programs
 - Current and Planned FTE/PTE Employees
 - Current and Planned Contractor Support
 - Broadband Funding
 - Partnerships
 - Asset Inventory
 - Needs and Gaps Assessment
3. Obstacles or Barriers
4. Implementation Plan
 - Stakeholder Engagement Process
 - Priorities
 - Planned Activities
 - Key Execution Strategies
 - Estimated Timeline for Universal Service
 - Estimated Cost for Universal Service
 - Alignment
 - Technical Assistance



INVESTMENTS COMMITTEE REPORT

Chapter 1

Venture Capital Programs

Section 1. Authority. These rules are adopted by the Wyoming Business Council pursuant to the American Rescue Plan Act of 2021 (ARPA), which reauthorized and amended the Small Business Jobs Act of 2010 (SBJA). 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. 9-1-216.

Section 2. Purpose. These rules are promulgated for the purpose of providing a structure for disbursement of State Small Business Credit Initiative (SSBCI) Venture Capital Funds through the Wyoming Business Council.

Section 3. Definitions.

(a) As used in this program:

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

(ii) “Council staff” means the staff of the Wyoming Business Council.

(iii) “SSBCI” means State Small Business Credit Initiative.

(iv) “SSBCI Committee” is a five-person Committee consisting of two

Wyoming Business Council Board members; board co-chair and investments committee chair, as well as three members of the Council staff; investments director and two other based on areas of expertise.

(v) “Committee Review Threshold” means any investment above two million dollars (\$2,000,000).

(vi) “Venture Capital Fund” means any entity that meets the capital fund definition in 17 C.F.R. § 275.203(I)-1.

(vii) “Employees” as defined by 12 CFR §121.106

Section 4. Eligible Applicants.

(a) To be eligible for investment by the Wyoming Venture Fund, a new or existing Venture Capital Fund must:

- (i) Be independently owned and operated; and
 - (ii) Agree to make the overwhelming majority of investments in Wyoming companies that are headquartered in Wyoming, and have less than 200 employees, and are committed to remain in Wyoming or relocate to Wyoming for at least 1 year after the investment closes; and
 - (iii) Agree to target early-stage investments with a round size of less than \$5,000,000; and
 - (iv) Be headquartered in Wyoming, have its principal operations in Wyoming, have at least sixty percent (60%) of its employees employed in Wyoming, or has committed in writing to make investments with SSBCI dollars in Wyoming; and
 - (v) Be in good standing with the Wyoming Secretary of State or the equivalent in its home state if not a Wyoming Venture Capital Fund.
- (b) To be eligible for investment by the Wyoming Venture Direct, Co-Investment Fund, a business must:
- (i) Be independently owned and operated;
 - (ii) Be headquartered in Wyoming, have its principal operations in Wyoming, have at least sixty percent (60%) of equity owned by residents of Wyoming, have at least sixty percent (60%) of its employees employed in Wyoming, or have committed in writing to move to Wyoming and fulfill one of the other conditions of Section 4. (b)(ii) as a condition of the investment;
 - (iii) Be seeking institutional investment or growth capital funding;
 - (iv) Have a lead investor or other investment fund with committed funds as well as a term sheet defined and be willing to share current diligence;

- (v) Have strong growth potential;
- (vi) Provide evidence acceptable to the council of its intent to remain in

Wyoming for at least 1 year after receipt of investment;

- (vii) Have 200 employees or less; and
- (viii) Be in good standing with the Wyoming Secretary of State.

Section 5. Application Process.

(a) Wyoming Venture Fund Application.

(i) The Council shall provide a “Wyoming Venture Fund” application online that includes a requirement to provide information relevant for funding decisions, including but not limited to:

(A) Information that establishes the application’s eligibility under Section 4(a) of this chapter;

(B) The applicant’s number of full-time, part-time, and contract employees;

(C) The applicant’s funding history, organizational documents, operating agreement, financial statements, bylaws, investment thesis, or other relevant documentation;

(D) The amount of applicant’s funding request and total fund target;

(E) All information necessary for the Wyoming State Auditor’s Office to set up the applicant as a vendor in its vendor payment system, including electronic funds transfer documents; and

(F) Any other information necessary to determine the adequacy of the applicant’s funding request.

(b) Wyoming Venture Direct - Co-Investment Application.

(i) The Council shall provide a “Wyoming Venture Direct” application online that includes a requirement to provide information relevant for funding decisions, including but not limited to:

(A) Information that establishes the application’s eligibility under Section 4(b) of this chapter;

(B) The applicant’s number of full-time, part-time, and contract employees;

(C) The applicant’s organizational documents, operating agreement, financial statements, bylaws, business plan, capitalization table, or other relevant documentation regarding the company or any owner exceeding 25% ownership;

(D) The amount of the applicant’s funding request, funding series, and total round size;

(E) All information necessary for the Wyoming State Auditor’s Office to set up the applicant as a vender in its vendor payment system, including electronic funds transfer documents; and

(F) Any other information necessary to determine the adequacy of the applicant’s requested funding.

Section 6. Review and Recommendation.

(a) Applications are reviewed on a rolling basis until funds have been expended. Applications shall be reviewed in the following manner:

(i) Council staff shall review applications and make a determination of eligibility and completeness with consideration to Section 4 of this Chapter of these Rules.

Additional review will be completed by Council staff to ensure compliance with all SSBCI guidance and regulations.

(ii) Upon successful review of (i) above, each applicant shall be asked to pitch their fund or investment to Council staff and the Investments Director or the SSBCI Committee dependent upon the request size in relation to the Committee Review Threshold.

(b) Applications will be recommended in the following manner:

(i) Council staff shall document and present their findings and analysis from applications that are less than the Committee Review Threshold to the Investments Director for final approval or denial.

(ii) Council staff findings and analysis from applications greater than or equal to the Committee Review Threshold will be documented and presented to the SSBCI Committee for final approval or denial.

(c) In the event an application is denied, Council staff shall disclose to the applicant the reasons for not approving the request and any remedial actions the applicant may take in order for the application to be reconsidered.

Section 7. Terms and Conditions. In addition to the terms set forth in other Sections of this Chapter of these Rules, the following terms and conditions apply to all applications for and investments of funds made under this Chapter:

(a) Each applicant shall agree to comply with U.S. Department of Treasury SSBCI Capital program guidelines;

(b) The maximum contribution from the Council shall be five million dollars (\$5,000,000) for any investment, fund or direct co-investment;

(c) The direct co-investment round size maximum from the Council shall be twenty million dollars (\$20,000,000); and

(d) The Council's contribution shall not be, at any time, more than fifty percent (50%) of any fund or investment.

Section 8. Reporting requirements; audit compliance.

(a) Each applicant agrees to provide quarterly and annual reports to the Council to comply with state and federal laws and regulations.

(i) Reports may include but are not limited to:

(A) Certifications from the businesses;

(B) Terms and performance of individual investment(s);

(C) Private financing leveraged to date;

(D) Total portfolio performance; and

(E) Any other report required by council staff.

(ii) Failure to provide to the Council on the date specified by the Council any required reports shall result in future funding being held until the applicant provides those reports to the Council.

(b) Council staff may conduct and contract random audits of applicants receiving SSBCI funds under this section to ensure awarded funds are expended in compliance with state and federal law. By accepting an award under this Chapter, the applicant agrees to assist and provide the information requested by the auditors.



Memorandum

To: Wyoming Business Council Board of Directors
From: Investments Team
Subject: WyoTech Loan Agreement
Date: November 23, 2022

On October 19th DBJJDM Enterprises LLC ("WyoTech") contacted the Wyoming Business Council about the Promissory Note and Loan Agreement regarding the \$5M loan from 2018. The WyoTech explanation of the situation is shown below for clarity.

"In addition to the owner's initial capital contribution of \$7M plus the Wyoming Business Council's \$5M loan in 2018 to purchase WyoTech, there was additional capital contribution of \$6.5M, on February 2021, by the Company's same Member who contributed the initial \$7M. The additional \$6.5M capital contribution was to permit WyoTech to purchase the two training facilities that were being leased at the time."

In the loan covenants we specify that distributions to any member of the company shall be limited to the tax liability of that member. This second injection of capital was an equity investment and the repayment will be structured as a stock buyback and not a distribution. Contingent upon a positive financial analysis and ability to pay back the loan if the stock buyback was completed, the Investments Team does not see this as a violation of the loan terms and with the Board of Directors approval would like to provide that guidance to DBJJDM Enterprises LLC ("WyoTech").

Staff Recommendation:

- **Provide guidance that a stock buyback is not a violation of the terms of the loan agreement, contingent upon a positive financial analysis.**

BRC Applications				
Applicant	Project	Type	Request	Recommendation
Cody, City of	WY Legacy Meats Processing Expansion	Business Committed Loan	\$ 926,288	\$ 926,288
Lyman, Town of	Elevated Living Assisted Living Facility	Business Committed Grant	\$ 1,500,000	\$ 1,500,000
Lyman, Town of	Elevated Living Assisted Living Facility	Business Committed Loan	\$ 1,500,000	\$ 1,500,000
Glenrock, Town of	McGinley Manufacturing Expansion	Business Committed Grant	\$ 3,313,157	\$ -
Carry-Over BRC Funds			\$ 33,694,393	\$ 33,694,393
BFY 23/24 BRC Funds			\$ 24,321,543	\$ 24,321,543
Total Available BRC Funding			\$ 58,309,058	\$ 58,309,058
Total Requests			\$ 7,239,445	\$ 3,926,288
Pending Requests			\$ 22,250,000	\$ 20,000,000
Funds remaining if awarded			\$ 28,819,613	\$ 34,382,770



Memorandum

To: Wyoming Business Council Board of Directors
From: Investments Team
Subject: City of Cody Wyoming Legacy Meats Processing Expansion Loan
Date: December 15, 2022

The City of Cody has added a loan request for the Business Ready Communities (BRC) Business Committed Wyoming Legacy Meats Processing Expansion. They are asking for an additional \$926,288 Loan with the already recommended \$1,000,000 grant.

Project Overview:

The Wyoming Business Council Board of Directors recommended a BRC Committed Grant to the City of Cody at the September 8, 2022 board meeting in the amount of \$1,000,000. SLIB consideration is scheduled for February 2, 2023.

The BRC funds were requested to construct a 16,000 square-foot facility on 7.6 acres of property owned by Forward Cody. This facility will be for the Expansion of Wyoming Legacy Meats. This processing facility will allow Legacy Meats to increase current handling of 50 head a week to 100 head per day and will include the creation of 117 new jobs.

Loan Request:

As part of the original project's funding, Cody anticipated approval of funding from USDA and EDA. The EDA request was approved, but the USDA request of \$926,288 was denied. The City of Cody's is seeking BRC Loan funds to fill the void of USDA funds so the project can move forward.

The term of loan will be 20 years at 2% interest with the state receiving \$1,132,974.68 in principal and interest at full maturity of the loan. Payments will be included in the lease payments to Forward Cody and distributed to WBC on an annual basis.

Recommendation:

The original grant request from the City of Cody for \$1,000,000 had an Economic Impact ROI of 82 days. With the loan request of \$926,288 for a total request of \$1,926,288, the new Economic impact ROI will increase to just 163 days or under 6 months.

The Investment Division recommends and requests the Board's approval of the BRC loan request of \$926,288 to the City of Cody for Wyoming Legacy Meats Expansion.

TOWN OF LYMAN ELEVATED LIVING ASSISTED LIVING FACILITY

BUSINESS COMMITTED APPLICATION

\$1,500,000 Grant Request

\$1,500,000 Loan Request

\$3,269,590 Cash Match

\$111,000 In-Kind Match

Total Ineligible Costs: \$413,079

Total Project Costs: \$6,793,669

POTENTIAL TO RETAIN
APPROX.

\$1M

PER YEAR IN THE
REGION AND STATE

PROJECT OVERVIEW

The Town of Lyman requests a \$1.5 million Business Committed grant and a \$1.5 million loan for the construction of a 16,000-square-foot assisted living facility. When completed, the facility will include 22 apartments, a complete kitchen and dining area.

The proposed facility will be located on a 2.6-acre site in the downtown area across from Town Hall. The site is currently used for parking overflow when needed.

The location of the proposed facility works well for the community as it is nearby to other medical facilities and community services such as the library, post office, etc.

The new construction will require water, sewer, electricity, natural gas, telecommunications, and storm sewer utilities. Construction of the facility and infrastructure will take approximately 12 months to complete and will be licensed for up to 32 individuals (allowing for couples to be housed in one-bedroom units).



PROJECT EVALUATION

JOB QUALITY

The company plans to have 12 full-time equivalents (FTE). These positions include:

- Building Manager (full-time)
- Assistant Manager (full-time)
- Cooks (one full-time, one part-time)
- Registered Nurse (part-time)
- Registered Dietician (part-time)
- Activities Director (part-time)
- Maintenance (part-time)
- Cleaning Company (outsourced)
- CNAs – bulk of workforce
 - 2 full-time daytime workers
 - 2 full-time night workers
 - Remaining CNAs part-time

The median wage for these positions is \$20.38/hour. Uinta County's median wage is \$19.66/hour.

STAFF ANALYSIS

- The number of jobs created fits well within a community the size of Lyman.
- Median wages and benefits provided by the company are higher than the median wage of Uinta County.

COMPANY STRENGTH

The company will measure its success by its occupancy rate. Their goal is to have an occupancy rate of 90% of the units by the end of Year 3 of the project.

One of the owners is currently undergoing training and will work at an 88-room facility for 12 to 18 months while this facility is being constructed.

The facility itself is licensed by the State of Wyoming to operate as a healthcare facility. This license and the rules that stipulate how it will be staffed guarantee that nurses and certified nursing assistants will be licensed through the State Board of Nursing. The staff will need to have all necessary training stipulated by the State Board of Nursing to be employed by the assisted living center.

STAFF ANALYSIS

- Review and analysis of the company's business plan did not raise any concerns.
- Company is currently working with a Consultant to ensure plans are accurate.
- Workforce availability in the area is good.
 - Lyman High School offers a CNA program.
 - The company also has spoken with Western Wyoming Community College regarding workforce availability and training.
 - There are approximately 20 students in each class in each community for CNAs, so there is a significant number of graduating CNAs in the workforce in the area.



PROJECT EVALUATION CONTINUED

COMMUNITY ENGAGEMENT

The proposed project has the potential to fill a void in both Lyman and the greater area of the Bridger Valley. Currently, there are only 32 licensed assisted living beds in Uinta County and they are all located in Evanston.

The conversation regarding the need for a senior community or assisted living began over a decade ago in the Bridger Valley. A local businessman funded a market study in 2007 to assess the need for an assisted living community. The study, at completion, indicated that a 20-25 bed facility would do well in the Bridger Valley.

Furthermore, the entrepreneurs involved in this project also funded a study in 2021 and the results were very parallel to the previous study and showed that need still exists in the area.

Finally, the community is very interested in this endeavor. Based on the interest already expressed, the facility has the potential to be 50% occupied upon completion of construction.

STAFF ANALYSIS

- The project fits well with the community plan.
- Market studies were completed to determine demand.
- Good partnerships developed.
 - The company is working with other assisted living facilities in the region.
 - Partnerships are being established with the high school and community college for workforce development.

STATE CONSIDERATIONS

Currently, many older citizens must leave the state to obtain these types of services in the Wasatch Front in Utah. This also has the effect of family traveling out of state to visit their relatives. Based on initial figures by the company, it is estimated that this project will help the state of Wyoming and Bridger Valley retain approximately \$1 million annually.

ECONOMIC IMPACT ROI FIGURES

Economic Impact ROI measures the economic “churn” of a project in the county where the project is located. The WBC contracts with a third-party vendor (Applied Economics) based out of Phoenix, Arizona, to determine this impact. The algorithm is formulated to each Wyoming county’s statistics and these market factors help determine the measurement.

- This project would have a direct annual impact, at maturity of the project, of \$758,861 per year.
- The indirect impact (supplier[s]) is \$52,280 per year.
- Total Annual Impact for Uinta County is \$811,141.

STAFF ANALYSIS

This project aligns with the State of Wyoming’s Economic Development Strategy in the following ways:

- Empowers communities to sustainably develop their unique economies
- Invests in amenities like downtowns, connectivity and recreation
- Creates a vibrant community of startups, investors and capital

BRC Program will recapture 84% of total funds invested.

- Loan Repayment: \$1,500,000
- Interest Payments: \$649,994
- Grant Recapture: \$375,000
- **Total: \$2,524,994**

PROJECT EVALUATION CONTINUED

REVENUE RECAPTURE

The BRC loan will be repaid via a lease agreement between the Town of Lyman and Elevated Living. There will be an option to purchase at 5 years.

Loan Terms:	30 years with 2.5% IR
Lease Payments:	\$3,649,994
Total Recapture to BRC Fund:	\$2,524,994

Remaining 75% of BRC grant (\$1,125,000) will remain with the Town of Lyman for future economic and community development endeavors.

COMMUNITY REVENUE RECAPTURE PLAN

The town has prioritized a list of projects that their local revenue recapture will help fund. These projects include:

- Sewer Infrastructure to commercially viable land (NW of Hwy 414)
- Sewer Infrastructure to Business Ready Properties, including a fire station (SW of Hwy 414)
- Business Incubation on Cemetery Road
- Alternative Project: Develop Business locations at 103 and 109 East Clark St

PERFORMANCE MEASURES & PROJECT INFRASTRUCTURE



Loan Repayment:
\$2,149,994

BRC Revenue Recapture:
\$375,000

Local Revenue Recapture:
\$1,125,000



County Median Wage:
\$19.66/hr

Median Wage of Jobs Created:
\$20.38/hr



Jobs to be Created:
12 FTE



BRC Funding % Leveraged:
44%



Economic Impact ROI:
3.7 YRS



Acres Developed:
2.6

New Building Construction:
16,000-sf

Town of Lyman - Elevated Living

PROJECT EVALUATION CONTINUED

ECONOMIC IMPACT (YEARS TO RECOUP)

Direct & Indirect – Total State Investment	3.7 years
Direct & Indirect – Grant Only	1.8 years

PROJECT SOURCES & USES

SOURCES

BRC Grant	\$1,500,000
BRC Loan	\$1,500,000
Cash Match	\$3,269,590
In-Kind Match	\$111,000
Total Ineligible Project Costs	\$413,079
Total Project Costs	\$6,793,669
BRC % of Total Project Costs	44%
Local % of Total Project Costs	56%

CONSIDERATIONS

COMPELLING:

- Enhance Community’s Downtown
- Local revenue recapture for future local economic development
- Enhance Healthcare Industry in Lyman and Bridger Valley
- Wages are above County Median
- Explored other funding options before coming back to BRC

CONCERNING:

- Created positions are not primary jobs

USES

Land	\$111,000
Non-Construction Costs	
Engineering & Architecture	\$630,062
Surveys, Tests, Etc	\$305,184
Site Work	\$758,861
Demolition and Removal	\$3,245
Construction Costs	
Electrical Systems	\$563,515
Mechanical, Plumbing, HVAC	\$810,425
Landscaping	\$382,182
Foundation and Structural	\$825,288
Interior Finishes	\$1,275,165
Fire Protection	\$145,700
Contingencies	\$569,963
Ineligible Costs	\$413,079
TOTAL USES	\$6,793,669

RECOMMENDATION:
FUND AS REQUESTED

ATTORNEY GENERAL
OPINION

Pending.

TOWN OF GLENROCK MCGINLEY MANUFACTURING EXPANSION

BUSINESS COMMITTED APPLICATION

\$3,313,157 Grant Request

\$463,107 Match

Total Project Costs:

\$3,776,264

PROJECT OVERVIEW

The Town of Glenrock requests a \$3.3 million Business Committed grant to construct a 8,400-sf facility for the expansion of McGinley Manufacturing. This facility will be located on a parcel of land currently owned by the company. If the project is approved, the company will transfer ownership of the land to the Town of Glenrock.

In 2015, the Town of Glenrock received a \$1,350,000 Business Committed grant to purchase McGinley Orthopedic Innovation's original facility, located at 585 East Birch Street. The proposed facility will sit adjacent to the company's current facility, and be very similar in size and scope.

The purpose of the grant request is to expand McGinley Manufacturing to include aerospace and defense market. The company will also be able to increase their custom manufacturing, including medical devices and implants, aerospace equipment, and oil, gas & mining equipment.

Additionally, the proposed facility will have the capability to manufacture for other niche companies in the fabrication of parts.



PROJECT EVALUATION

JOB QUALITY

Currently McGinley Manufacturing employs 10 people. Upon construction completion, the company will immediately hire 5 employees and increase to 15 over the next five years as the manufacturing demand and sales increase.

These positions include:

- 1 Quality Control Inspector
- 2 Programmers
- 4 General Machinists
- 1 Grinder Machinist
- 3 5-axis Machinists
- 1 Swiss Machinist
- 1 Purchasing Agent
- 1 Warehouse Worker
- 1 Sales

The median wages in year one will be \$22.89/hour and in year five \$25.85/hour. Converse County's median wage is \$24.52/hour. McGinley Manufacturing will also offer health and life insurance, and retirement 401K funds.

STAFF ANALYSIS

- Retention of 10 Jobs and Creation of 15 Jobs is significant for the Town of Glenrock.
- Wages do not meet County median until year five, and they are below industry standards.
 - Machinists earn \$28.64/hour in Wyoming (CareerExplorer)
 - Manufacturing Industry earns \$25.10/hour in Wyoming (Wyoming Occupational Employment and Wages, September 2022)

COMPANY STRENGTH

McGinley Manufacturing is a custom machine and fabrication shop with a fully integrated engineering team. Their capabilities include high precision turning, milling, welding, machining, replacement part fabrication, CNC plasma cutting, and powder coating.

McGinley Manufacturing has also recently partnered with the Wyoming Business Council to accomplish their AS9100D Certifications in preparation for the expansion of U.S Air Force's Ground Based Strategic Deterrent missile upgrade in Cheyenne, WY.

The company is also pursuing additional funding; specifically, a multimillion-dollar equity financing (sale of shares to investors) is underway and will be used to build a nationwide marketing campaign, creation of a salesforce that does not currently exist, increased research & development, possible acquisitions of new medical device technologies, and increased staffing in finance, accounting and human resources.

STAFF ANALYSIS

- Review and analysis of the company's business plan did not raise any concerns.
- Company is currently pursuing equity financing for various ventures.
- Company is currently pursuing potential contracts for aerospace & defense, up to \$8 million.

**COMPANY WOULD
CONTRIBUTE**

2.3%

**OF POSITIONS IN
GLENROCK**

PROJECT EVALUATION CONTINUED

COMMUNITY ENGAGEMENT

Glenrock is a small community, with a population of 2,231 and a workforce of 1,072. This means that McGinley Manufacturing would contribute 2.3% of jobs in Glenrock with this expansion.

Currently, approximately 20% of the Glenrock workforce works in mining, oil and gas extraction industries. The McGinley expansion would add diversity and growth to their economy.

Additionally, the company works with Casper College, Eastern Wyoming College, and Glenrock High School to educate students who have expressed interest in manufacturing. They also plan to utilize workforce training funds through the WY Department of Workforce Services (DWS).

STAFF ANALYSIS

- Town is planning to update their Strategic Plan in 2023.
- Potential to diversify local economy.

STATE CONSIDERATIONS

McGinley Manufacturing is an existing business; thus, this project is a Business Retention & Expansion (BRE) project. BRE is an important component to economic development.

- Up to 80% of all new jobs in small towns come from existing business expansion (IEDC).
- A community's existing businesses are major contributors to the local and state tax base.
- Public-private partnerships encourage businesses to continue to invest and grow in the community.

Additionally, the Town of Glenrock embraces the State Economic Development Strategy to build resilient communities and create opportunities to thrive. This project would assist in activating an advanced manufacturing company to grow their markets.

ECONOMIC IMPACT ROI FIGURES

Economic Impact ROI measures the economic "churn" of a project in the county where the project is located. The WBC contracts with a third-party vendor (Applied Economics) based out of Phoenix, Arizona, to determine this impact. The algorithm is formulated to each Wyoming County statistics and these market factors help determine the measurement.

With the expansion of the project, which includes additional jobs, wages and capital expenditures:

- This project would have a direct annual impact, at maturity of the project, of \$382,542 per year.
- The indirect impact (supplier[s]) is \$179,203 per year.
- Total Annual Impact for Converse County is \$561,745.

PROJECT EVALUATION CONTINUED

PERFORMANCE MEASURES & PROJECT INFRASTRUCTURE



**BRC Revenue
Recapture:**
\$828,289



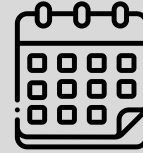
**County
Median
Wage:**
\$24.44/hr



**Jobs to be
Retained:**
10



**BRC
Funding %
Leveraged:**
87%



**Economic
Impact ROI:**
5.9 YRS

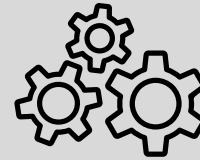


**New Building
Construction:**
8,400 sf

**Local Revenue
Recapture:**
\$2,484,868

**Median
Wage of
Jobs
Created:**
\$25.85/hr*

**Jobs to be
Created:**
15



CAPEX:
\$104,480

*At year 5;
Year 1 is below County median

REVENUE RECAPTURE

Revenue from this project will be recaptured via lease payments to the Town of Glenrock. The building will be leased with an option to purchase after five years.

A portion of the recaptured funds generated through the lease/future sale of the building will be earmarked for infrastructure necessary to improve light industrial development at their Business Park.

The remaining funds will be earmarked for workforce housing development.



PROJECT EVALUATION CONTINUED

STAFF ANALYSIS

- This project aligns with the State of Wyoming’s Economic Development Strategy by activating new sectors in advanced manufacturing.
- Local revenue recaptured will be used for future business & housing development.

ATTORNEY GENERAL OPINION

Pending.

PROJECT SOURCES & USES

SOURCES

BRC Grant	\$3,313,157
Cash Match	\$396,627
Land Match	\$85,480
Total Project Costs	\$3,795,264
• BRC % of total project costs	87%
• Local % of total project costs	13%

USES

Land	\$85,480
Construction Costs	
Electrical Systems	\$244,000
Mechanical, Plumbing, HVAC	\$213,000
Foundation and Structural	\$1,111,000
Interior Finishes	\$30,000
Equipment	\$2,078,747
Contingencies	\$33,037
TOTAL USES	\$3,795,264

CONSIDERATIONS

COMPELLING:

- Good number of jobs for Town of Glenrock.
- BRE Project – retention & expansion
- Community can further diversify their economy by increasing manufacturing.

CONCERNING:

- While the wages are above the County median at Year Five, it is below the industry average.
- BRC Program does not fund equipment.
- BRC funding leverage is 87%.
- Past Performance – jobs created.
- Level of certainty.

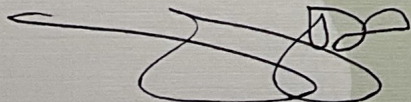
RECOMMENDATION:
DO NOT FUND

To whom it may concern I am writing this letter concerning the new Assisted living facility that is being built in Lyman Wyoming. I have reviewed the plans and intended use that Dr. Travis Shelton has sent me and to best my medical knowledge I think that this is going to definitely in and be asset to the community to have some kind of facility where those who are getting on age and needs some help like an assisted living facility would be something that our facility or our community would definitely benefit from especially with an aging population and whereas no hospitals or other facilities of the like within a prolonged distance. There is also a huge need in our community to have patients be able to access a facility of this nature that and have care given there. As a primary care doctor I feel it would be helpful for any health care provider so that care could be provided in house or close by as deemed necessary as they would all be in a fairly close vicinity.

I am completely supportive of this endeavor and wholeheartedly feel like it will be a long-term benefit there will help us for the foreseeable future. Similar assisted living facilities have been placed in Rock Springs and in Green River and in those areas it has been shown to be a huge benefit. I have talked to multiple patients who in these rural areas would love to have an assisted living facility because it allows them to still be close to home and allows them to have the opportunity to get the care they need. They could also have either their provider see them there or be able to get transportation by family member or friends since they are in the local community to transport them where they need. Not having the ability to live in an assisted living facility where they have resided all of their life puts them in a disadvantage because then if they need help, all of their health caregivers, family and friends would have to drive out of their community pick them up and then take them to those visits, whereas having something locally would eliminate that process. In my opinion it actually is more of a continuity of care issue and I foresee acute need for this and have discussed this with Dr. Sheldon quite extensively and feel like this is definitely something that will benefit our community as a whole. I feel like there so many different ways that the community will benefit from this facility which I think are unforeseen at this point but definitely give my wholehearted agreement in this endeavor and am happy to answer any questions.

Thank you

Dr. Jacob Johnson

A handwritten signature in black ink, appearing to be "Dr. Jacob Johnson", written over a faint green silhouette of a person running.

May 9, 2022

Wyoming Business Council

Attn: Kiley Ingersoll, Regional Director

Ms. Ingersoll,

I am happy to provide a letter to address the need for assisted living facilities in southwest Wyoming. I currently own an assisted living facility in Evanston that is licensed for 16 residents. There is one other option in Evanston for people needing the type of care that a level one facility can provide, and that entity is also licensed for 16 residents. With the population of Uinta County being in excess of 20,000 people, the number of licensed beds in the communities does not come close to meeting the needs of the aging population.

The proposed facility located in Lyman would aid in addressing the expressed concerns of the aging citizens in our area with regard to assistance as they age. Currently, most people need to leave Uinta County, and southwest Wyoming, to obtain these necessary combined housing and healthcare services. Most people have no option but to leave their communities, and often need to leave the state entirely.

A facility constructed in Lyman would very much address a direct need in the Bridger Valley community. Please consider funding this project – it will reduce leakage to Utah's Wasatch Front and will enhance housing and healthcare in the Bridger Valley.

Warmest regards,

Joy Bell

Compassionate Journey Assisted Living

To whom it may concern,

I am a Family Medicine Physician and have lived in Southwest Wyoming and practiced Family Medicine for ten years. The past seven years have been in the Bridger Valley and in that time, I have had the pleasure of getting to know Travis Shelton through volunteer work with the Lions Club, consulting with him on patients with ophthalmologic concerns, and socially in the community. He has demonstrated a love and commitment to the community through his work, service, donations, and coaching youth athletics. His family has been in the area for generations and has an excellent reputation. I am giving him my highest recommendation and have no doubts that he will be successful in developing an assisted living center that will be welcomed and embraced by the Bridger Valley community in need of its services. It is for these reasons that I am writing in strong support of the development of Elevated Living WY, the proposed assisted living center in the Bridger Valley region of Uinta County Wyoming.

As the only primary care physician in the area, I am acutely aware of the dire need for this service. Currently there are limited options that are each about 45-minutes from the area. This becomes a great burden during winter months when roads are icy and frequently closed. People with fixed income and poor transportation cannot make that drive to see their loved ones. People needing assistance after being released from the hospital must stay out of town or accept a lower level of care which increases complications and drives up health care costs. An assisted living center in the region would greatly mitigate these concerns.

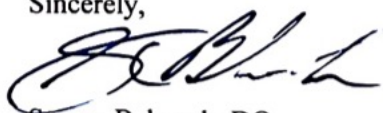
Families in this area are very dedicated to the land, their friends, and their families. Many have lived here for generations and will not leave. This has created a revolving elderly population that lives in their own homes but need assistance with activities of daily living. Families, who have stepped into their parents' roles in the local businesses are stretched thin, trying to help their parents, because they are working and have children of their own. The added burden on a family that is created by having elderly parents live with them is more than most families can accommodate. As a result, many patients who would benefit from assisted living refuse to leave the area, refuse to live with family, and opt for a lower level of care than they need because they do not want to leave the area or create a burden on family members. This creates a burden on the home health agencies who try to help their patients as much as possible but are not staffed or funded to provide the level of care they need.

I anticipate this service will be greatly welcomed by the community as it will provide a much needed and desired service by patients and their family members. It would also provide job opportunities for community members who know and love the people they would be caring for. Job opportunities for certain groups are scarce in the region and the same travel restrictions create problems for people looking for employment. Community members here are very committed to the area. Families who have been established here for generations as well as those who are newer to the area would welcome the opportunity to keep their loved ones nearby.

I earnestly endorse the development of this assisted living center in the Bridger Valley because it was needed many years ago and will be needed perpetually. It is my personal and professional opinion that this facility will be successful because of the character of its founders, the closeness of community members, and the dedication of community members to the land they have grown up in.

Please feel free to contact me directly if any further information is needed.

Sincerely,

 4/18/22

Steven Babcock, DO
Family Medicine Physician
1625 Mountain View Drive
Lyman, Wyoming 82937
Phone: 307- 212-0479



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680 Airfield Lane
Sheridan, WY 82801
307-672-9220
www.craftcometals.com

8/26/22

Travis Sides
McGinley Manufacturing
585 East Birch
Glenrock, WY 82637

To whom it may concern:

The purpose of this letter is to recommend McGinley Manufacturing based on my experience; we have collaborated on several projects over the last two years. Through those years they have used us for many machining and waterjet cutting projects. And we have reciprocated by sending projects that fit their facilities abilities better than our own.

A few examples include:

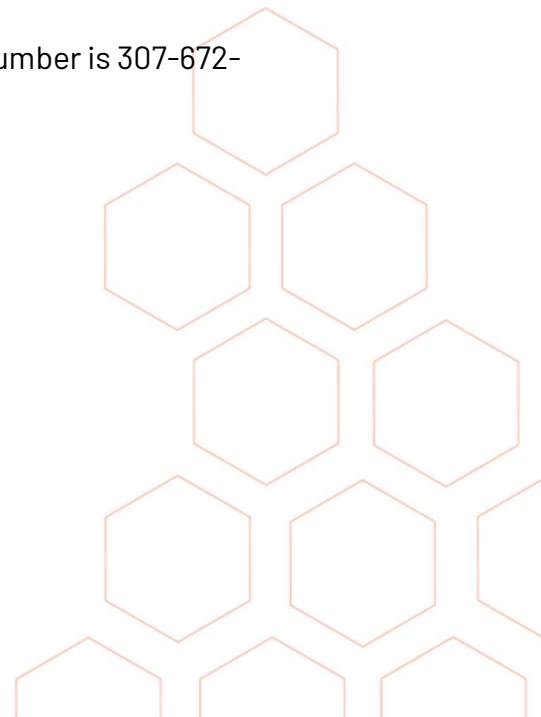
- A research project to form high tolerance ten-foot-long beam rails.
- Finish machining on drilling feed beam weldments.
- Waterjet cutting multiple parts for there in house welding group.
- Production runs on small weldments.
- Quoting oil field tooling.

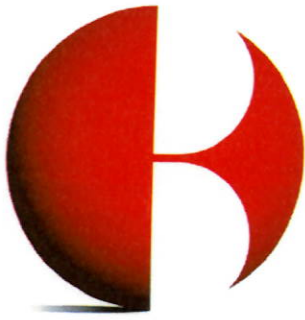
I'm happy to recommend McGinley Manufacturing to you, and trust that your experience with them will be a positive as mine. I can say with confidence that we our looking forward to continuing to grow together with another Wyoming based company and look forward to a long a prosperous future.

Please feel free to contact me with any questions. My office number is 307-672-9220 and my email is blevee@craftco.com.

Sincerely,

Brandan LeVee
Project Coordinator





BRAKE SUPPLY
HEAVY EQUIPMENT
PARTS and COMPONENTS

BRAKE SUPPLY CO., INC.

1275 N. 6 Mile Road

Casper, WY

82604 USA

1-307-266-2900

1-800-759-2900

Fax 1-307-266-1633

www.brake.com

To whom it may concern:

I would like to recommend McGinley Manufacturing for the grant program. We have been doing business with McGinley for 2 years.

McGinley has done a good job for us and has a good turn around on getting our products back to us a timely manner.

Not only have they done machine work for us, but in return we have also done work on their products.

McGinley has shown great customer service and they are fair on their prices. If there is an issue with a product or pricing, they have taken it upon themselves and made it a priority in getting the issue taken care of right away.

Brake Supply has respect for the McGinley Manufacturing, and we are proud to be able to provide this letter of recommendation for the grant. Please let me know if you have any questions or if you would like to speak with me more about why McGinley deserves to be considered for this grant. Feel free to call me at (307) 266-2900 or contact me via email at dstephenson@brake.com.

Sincerely:

Dean Stephenson

Operation Manager

Brake Supply

1275 N. 6 Mile Rd

Casper, WY 82604

(307) 266-2900



Single Water Service LLC

Levi Single

P.O Box 1625

Glenrock, WY 82637

9-1-2022

To whom it may concern:

Single Water is glad to provide a letter of recommendation on a grant towards McGinley Manufacturing.

We have been doing business with them for over 5 years now. They have state of the art equipment and there is nothing they haven't been able to build or rebuild for us. It's been a pleasure doing business locally and knowing the products being received will be top notch. Their staff and employees have the knowledge to build or machine anything we have ever needed in all the years doing business with McGinley.

Single water Service is honored to be able to provide a letter of recommendation for this grant. If you have any further questions on why McGinley Manufacturing deserves this grant. Please feel free to contact me at (307)-267-4415. Or swsdrill@hotmail.com

Sincerely,

Levi Single

A handwritten signature in black ink, appearing to read 'Levi Single', is written below the printed name.

To whom it may concern,

I am writing today in support of McGinley Manufacturing. They have been a staple in the business community in Glenrock for some time now. McGinley has managed to keep steady work for all of its employees and continued to grow. As a business owner in Glenrock I would like to see that growth take place here. Glenrock is a great community to have a business and a great place to work and raise a family. The amount of jobs created by the proposed expansion of McGinley is definitely worth it. It would be sad to see McGinley expand in any other place other than Glenrock. Thank you for your time.

John Moulton

Glenrock Motorpsorts

60 shawnie lane Glenrock, wy 82637

307-436-2409



Mayor Roumell
PO Box 417
Glenrock, WY 82637

8/5/2022

Dear Mayor Roumell,

On behalf of the main street board of directors, we would like to express our whole heartedly support for the expansion of McGinley Manufacturing in Glenrock. Their expansion will bring more jobs, business to our local economy and potential new citizens to our community. We are excited to see the technology-based companies interested in Glenrock to diversify our economic growth. One of the goals of the Glenrock Main Street board is to attract and support new and established businesses.

Sincerely,
Glenrock Main Street Board.

Sincerely,

Glenrock Main Street



219 South 3rd
Glenrock, WY 82637

CHAIR	MEGAN BENNETT
VICE- CHAIR	TINA HARPER
SECRETARY/	
TREASURE	CANDACE BENEDETTA
DIRECTOR	MANDY JONES