

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 5, 2013

2. AGENDA ITEM:    Appointments    Bids/Purchases    Claims  
 Contracts/agreements/leases    **Grants**    Land Use: Variances/Board App/Plats  
 Proclamations    Public Hearings/Rules & Reg's    Reports & Public Petitions  
 Resolutions    Other

3. DEPARTMENT: Grants


APPLICANT: Sandra Newland

AGENT: Sandra Newland

4. DESCRIPTION: Consideration for a third amendment to the Grant Agreement between the Wyoming Business Council and the Laramie County Board of Commissioners for the Swan Ranch Development Business Committed Project to create an extension in time for construction services to be completed by June 30, 2013, and to extend the Grant Agreement expiration date to June 30, 2016.

5. DOCUMENTATION: 2 originals and (4) four copies

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		  Co Attny _____ Assist Co Attny _____ Grants Manager _____ Outside Agency _____
Hasenauer _____		
Holmes _____		
Humphrey _____		
Thompson _____		
Action _____		
Postponed/Tabled _____		

## Sandra Newland

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**From:** Karen Fate <karen.fate@wyo.gov>  
**Sent:** Tuesday, January 15, 2013 1:02 PM  
**To:** Sandra Newland  
**Subject:** Swan Ranch Amendment - ready to send to you for County Chair signature.....

Sandra,

The Swan Ranch Amendment three is ready for me to send to you to get the County chair's signature, one item to note:

I know that the Chair has changed (or is changing soon) and this Amendment has Gay's name on it as Chair. Do not worry about this as all that needs to be done is **have the new Chair sign on the signature line then have them print their name next to the "Gay Woodhouse, Chairman" do not strike through Gay's name though as this will null & void the Amendment and we will have to start over again with the routing process.**

BTW - who is the new County Chair?

Karen :0)

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Karen P. Fate  
Senior Grant & Loan Specialist  
Investment Ready Communities Division  
Wyoming Business Council  
214 West 15th Street  
Cheyenne, WY 82002  
307.777.2827  
[karen.fate@wyo.gov](mailto:karen.fate@wyo.gov)

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

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**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM  
AMENDMENT NUMBER THREE TO GRANT AGREEMENT BETWEEN  
THE WYOMING BUSINESS COUNCIL AND LARAMIE COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, through the Wyoming Business Council ("WBC"), whose address is 214 West 15<sup>th</sup> Street, Cheyenne, WY 82002; and Laramie County, a political subdivision of the State of Wyoming ("Grantee"), whose address is 310 West 19<sup>th</sup> Street, Cheyenne, WY 82001.

2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Grant Agreement between the WBC and the Grantee which was duly executed on May 12, 2010, and which became effective May 20, 2010. The original Grant Agreement provided Business Ready Community Grant and Loan Program ("BRC") Business Committed grant funds to Grantee to construct a road, water well, water lines and regional septic for the total grant amount of three million dollars (\$3,000,000), with a Construction Service completion date of January 1, 2012, and a Grant Agreement expiration date of June 30, 2015.

Amendment One, which became effective on April 23, 2012, extended the Construction Service completion date from January 1, 2012 to July 31, 2012.

Amendment Two, which became effective on August 16, 2012, extended the Construction Service completion date from July 31, 2012 to December 31, 2012.

The purpose of this Amendment Three is to extend the Construction Service completion date from December 31, 2012 to June 30, 2013, and to extend the Grant Agreement expiration date from June 30, 2015 to June 30, 2016.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Grant Agreement, as amended, unless terminated pursuant to the provisions of the Grant Agreement, or pursuant to federal or state statute or rule or regulation.

4. **Payment.** No payment shall be made by either party to the other party as a result of this Amendment.

5. **Additional Responsibilities of WBC.** The WBC shall not take on any additional duties as a result of this Amendment.

6. **Additional Responsibilities of Grantee.** The Grantee shall not take on any additional responsibilities as a result of this Amendment.

**ORIGINAL**

96445

**7. Special Provisions**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Grant Agreement between the WBC and the Grantee, including but not limited to sovereign immunity, and including all prior amendments to this Grant Agreement, shall remain unchanged and in full force and effect.

**8. General Provisions**

**A. Entirety of Grant Agreement** This Grant Agreement, consisting of seven (7) pages for the original Agreement, Attachment A, consisting of one (1) page, Attachment B, consisting of one (1) page, Attachment C, consisting of seven (7) pages, Attachment D, consisting of five (5) pages, Amendment One, consisting of three (3) pages, Amendment Two, consisting of three (3) pages, and this Amendment Three, consisting of three (3) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** In witness thereof, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Three to the Grant Agreement between the WBC and the Grantee, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

**WYOMING BUSINESS COUNCIL**

\_\_\_\_\_  
Robert K. Jensen  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Molly Spangler, Director  
Investment Ready Communities

\_\_\_\_\_  
Date

**LARAMIE COUNTY**

\_\_\_\_\_  
Gay Woodhouse, Chairman  
Laramie County Commissioners

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

S. Jane Caton #96445  
S. Jane Caton  
Senior Assistant Attorney General

1-7-13  
Date

**COUNTY ATTORNEY APPROVAL AS TO FORM**

[Signature]  
Mark Voss, County Attorney  
Laramie County

1/23/13  
Date