

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
AMENDMENT NUMBER ONE TO GRANT AGREEMENT BETWEEN
THE WYOMING BUSINESS COUNCIL AND THE TOWN OF ALPINE**

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 15th Street, Cheyenne, WY 82002; and the Town of Alpine, a political subdivision of the State of Wyoming ("Grantee"), whose address is 250 River Circle/P.O. Box 188, Alpine, WY 83128.

2. **Purpose of Amendment.** This Amendment shall constitute the first Amendment to the Grant Agreement between the WBC and the Grantee which was duly executed on August 8, 2014, and which became effective August 19, 2014. The purpose of this Amendment is to replace Attachment B with Attachment D to revise the Project Grant Expenditure Schedule budget, and to reflect changes in committed match from cash to in-kind.

The original Grant Agreement provided Business Ready Community Grant and Loan Program ("BRC") Business Committed grant funds to Grantee to construct a 20,000 square-foot building with access road and sewer/water extension lines on a six-acre parcel along Palisades Reservoir. Alpine will own the land, building and infrastructure for the total grant amount of two million nine hundred forty-nine thousand four hundred twenty-five dollars (\$2,949,425), with a Construction Service completion date of June 30, 2016, and a Grant Agreement expiration date of June 30, 2019.

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 responsibilities 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.

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, Attachment A, consisting of one (1) page, Attachment B, consisting of one (1) page, Attachment C, consisting of eleven (11) pages, this Amendment One, consisting of three (3) pages, and Attachment D, consisting of one (1) page, represent the entire and integrated Grant Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** In witness thereof, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One 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

Shawn Reese
Shawn Reese
Chief Executive Officer

5-12-15
Date

Molly Spangler
Molly Spangler, Director
Investment Ready Communities

5/14/15
Date

TOWN OF ALPINE

W. Kennis Lutz
W. Kennis Lutz, Mayor
Town of Alpine

4/23/15
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #129775
S. Jane Caton
Senior Assistant Attorney General

3-31-15
Date

**ATTACHMENT D TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE TOWN OF ALPINE**

Projected Grant Expenditure Schedule for Alpine Melvin Brewing			
DESCRIPTION	BRC	MATCH	TOTAL
		In-kind (Melvin Brewing/Town)	
Land Acquisition	\$ 259,099	\$ 117,738	\$ 376,837
Non Construction Costs	\$ 154,050	\$ 7,575	\$ 161,625
Construction Costs	\$ 2,536,276	\$ 465,224	\$ 3,001,500
Total Project Cost	\$ 2,949,425	\$ 590,537	\$ 3,539,962

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at one hundred percent (100%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.