

Special Town Council Meeting

March 23, 2020

3:00 PM

Town Council Chambers

Chair: Pete Muldoon

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. CALL TO ORDER AND ROLL CALL

II. CONSENT CALENDAR

- A. Meeting Minutes:
 - 1. March 2, 2020 regular meeting
 - 2. March 14, 2020 special meeting
 - 3. March 16, 2020 special meeting
 - 4. March 17, 2020 special meeting
- B. Disbursements
- C. Energy Conservation Works SPET Funded LED Project

III. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration
 - 1. Liquor License Transfer Application from Foam Capital LLC (Sandy Birdyshaw)
- B. Housing
 - 1. Request For Qualifications (RFQ) for Low Income Housing Tax Credit Developer (April Norton)

IV. RESOLUTION

- A. **Resolution 20-03:** A Resolution Approving the Acceptance of a FAA Grant for Jackson Hole Airport's Access Road Rehabilitation Project Phase 3

V. ORDINANCE

- A. **Ordinance N:** An Ordinance Granting a Renewed Franchise to Jackson Curbside Inc. (Presented for 3rd Reading and Designated Ordinance 1246)

VI. MATTERS FROM MAYOR AND COUNCIL

- A. Related to COVID-19

VII. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

Adjourn to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price and to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii) and (vii).

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 2, 2020

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Roger Schultz, Paul Anthony, Darren Brugmann, Floren Poliseo, Johnny Ziem, Brian Lenz, Carl Pelletier, and Sandy Birdyshaw.

Mayor Muldoon introduced new employee Lynsey Lenamond as the Town's new information coordinator.

Public Comment. None

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to approve the consent calendar including items A-I as presented with the following motions. There was no public comment on the Consent Calendar.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the February 18, 2020 workshop and regular meeting.
- B. **Disbursements.** To approve the disbursements as presented. NCPERS Group Wyoming \$112.00; Ace Hardware \$1,189.37; Advanced Pump & Equipment, Inc \$950.00; Aflac \$2,831.24; Airgas USA, LLC \$591.09; Alex Norton \$1,575.00; Alphagraphics \$684.82; Amerigas \$2,527.97; Bestdrive Idaho Falls \$860.76; Bison Lumber \$10.84; Black Diamond Moving Co. \$260.00; Bliss Cargo \$41.21; BMV LLC \$77.05; Bruce Hayse, MD \$70.00; Buckrail \$375.00; C & A Professional Cleaning Serv LLC \$7,939.25; Carquest Auto Parts Inc. \$164.82; Certified Laboratories \$335.00; Charlier Associates Inc. \$13,494.45; City Of Driggs \$1,324.92; Control System Technology, Inc. \$5,650.50; Creative Energies, LLC \$775.90; Cues \$2,002.35; Day Wireless Systems \$65.00; Dean's Pest Control LLC \$145.00; Delcon Inc \$220.50; Delta Dental Plan Of Wyoming \$592.80; E.R. Office Express \$1,771.72; Electrical Wholesale Supply \$92.44; Energy Laboratories Inc. \$899.00; Eriks North America, Inc \$52.26; Etna Trade Park LLC \$642.34; Finkel, David \$2,000.00; Fire Services Of Idaho \$360.00; Fleetpride \$683.50; Gillig LLC \$4,303.12; High Country Linen \$2,547.29; ICLEI- Local Gov For Sustainability \$600.00; Idaho Falls Peterbilt \$17.90; Idexx Distribution, Inc. \$393.97; Interstate Battery \$383.85; Jack's Tire & Oil, Inc. \$2,690.91; Jackson Hole News & Guide \$7,632.54; Jackson Lumber Inc \$907.00; Jim & Greg The Locksmiths \$40.00; Johnson, Roberts & Associates \$19.50; Jorgensen Associates, Pc \$30,935.00; K.R Swerdfeger Construction, Inc \$14,968.80; Kaufman's Ok Tire \$40.00; Kellerstrass Enterprises, Inc \$22,028.60; Kenworth Sales Company Dept #1 \$424.50; Lawngevity \$4,646.25; Lepco \$1,026.60; Lincoln National Life \$5,900.64; Lower Valley Energy Inc \$33,687.68; McBath, Donnie \$155.00; Michigan.Com \$659.44; Miller Sanitation \$2,646.00; Mountain Electrical \$35,843.48; MSC Industrial Supply Co \$133.83; Mullin, Max \$500.00; Municipal Code Corporation \$2,000.00; Napa Auto Parts Inc. \$576.73; New West Building Company Inc. \$10,000.00; Omni Security Systems Inc \$242.00; One 22, Inc. \$37,500.00; One Call Of Wyoming \$310.50; One Call Of Wyoming \$39.75; O'Ryan Cleaners \$11.05; Platt \$7,651.50; Poco LLC \$731.73; Quadient, Inc Dept 3689 \$139.73; Rendezvous Engineering, P.C. \$360.00; Robert Heiner \$80.00; Safety Supply & Sign Co., Inc. \$4,327.69; Schmillen, Scott \$1,597.50; Silver Creek Supply \$242.60; Simon, Jennifer \$4,500.00; Sluder, Kelly \$646.00; Snake River Roasting \$244.75; Standard Plumbing Supply Co. \$229.79; State Disbursement Unit \$25.05; Stephens, Sam \$346.00; Sunrise Environmental \$2,844.47; Teton County Clerk \$154,595.50; Teton County Integrated Solid Waste/Recy \$8,183.94; Teton County Special Fire Fund \$175,513.46; Teton County Transfer Station \$184.00; Teton County-Fund 10 \$29,947.67; Teton County-Fund 19 \$242,963.68; Thermo King Intermountain, LLC \$1,144.14; Thyssen Krupp Elevator Corp. \$307.62; Title 22 Consultants \$325.00; Tmsc LLC \$24,862.03; Trefonas Law, P.C. \$128.00; Visa \$16,057.55; Vision Service Plan - (WY) \$1,843.55; W.W. Grainger, Inc. \$384.20; Wamco Lab, Inc. \$650.00; West Fork Construction \$17,049.00; Westbank Sanitation \$680.16; White Glove Cleaning, Inc. \$2,261.36; Wrench It Plumbing & Heating Inc \$2,344.64; WY Child Support Enforcement \$146.76; Wyoming Garage Door, LLC \$523.50; Yellow Iron Excavation, LLC \$845.00.
- C. **Special Event: Jackson EcoFair & Spring Clean-Up.** To approve the special event application from the Energy Conservation Works for the Eco Fair, subject to the conditions and restrictions listed in the staff report.

- D. **Special Event: Jackson Hole Children's Museum Touch-A-Truck.** To approve the special event application made by the Jackson Hole Children's Museum for the Annual Jackson Hole Children's Museum Touch-a-Truck special event, subject to the conditions and restrictions listed in the staff report.
- E. **Special Event: 39th Annual Old West Days & 2nd Annual Million Dollar Music Fest.** To approve the special event application and malt beverage permit made by the Chamber of Commerce for 2020 Old Ways Days and Million Dollar Music Fest, subject to the conditions and restrictions listed in the staff report.
- F. **Temporary Sign Permit: Climb WY Training (P20-033).** To approve the temporary banner in conjunction with Climb Wyoming subject to three (3) conditions of approval. 1. The use of the site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The sign for Climb Wyoming Training may be installed at 105 Buffalo Way, Albertsons from March 8, 2020 to March 14, 2020.
- G. **Temporary Sign Permit: Jackson Hole Food & Wine (P20-028).** To approve the temporary banner in conjunction with the Jackson Hole Food and Wine subject to three (3) conditions of approval. 1. The use of the site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The sign for Jackson Hole Food and Wine may be installed at 105 Buffalo Way, Albertsons from March 3, 2020 to March 7, 2020.
- H. **Project 20-11: Contract for Martin & Berger Sewer Lift Station Rebuild.** To approve the contract for the Berger and Martin Lane Lift Station Rebuild Project with Advanced Pump and Equipment of Belgrade, Montana, in the amount of \$91,773.46 and authorize the Mayor to execute all necessary contract Agreements.
- I. **Bid 20-12: Contract for Hansen Avenue and Jackson Street Sidewalk Improvements.** To approve the award of, and authorize the mayor to sign, the contract for the construction of the 2020 Sidewalk Improvements Project in full to Evans Construction Company of Jackson, Wyoming in the amount of \$1,535,291.25 and authorize funding for survey, construction testing, and construction administration for the project.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Contract for Core Services Facility Phase 1. Johnny Ziem made staff comment. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the funding for the Phase 1 Core Services Facility Contract with Jorgensen Associates of Jackson, Wyoming, in the amount of \$520,530.00, and upon legal approval, authorize the Mayor to execute all necessary contract Agreements. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-229: Amendment to the Teton Village Master Plan. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue this item to the March 16, 2020 regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-187: Text Amendment to LDR Section 8.10 Duties & Responsibilities Related to Planning Director and Community Development Director. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue Item P19-187 to the Town Council's regular meeting on April 6, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-201: Snow King Resort Master Association (SKRMA) Master Plan Amendment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue Item P19-201 an amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development and an amendment to an associated Sketch Plan pursuant to Section 8.7.3 Planned Unit Development and Section 8.3.1 Sketch Plan to the Regular Town Council meeting on March 16, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Comment Letter to U.S. Forest Service on DEIS for SKRMA. Tyler Sinclair made staff comment. The Council discussed and edited the contents of the comment letter to be sent to the Forest Service on the draft Environmental Impact Statement issued on the Snow King Resort Master Plan Amendment. Mayor Muldoon stated that public comment should be directed to the Forest Service's comment line.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Councilwoman's Morton Levinson's draft that was edited tonight as presented and send it to the Forest Service before the comment deadline of March 16. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Schechter opposed. The motion carried.

Item P20-004: Subdivision Plat at 540 Cache Creek Drive. Brendan Conboy made staff comment.

Based upon the findings for a Subdivision Plat as presented in the staff report and by the applicant for Item P20-004 related to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; and 4) Complies with other relevant standards of these LDRs, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-4 as set forth in Section 8.5.3 (Subdivision Plat) of the Land Development Regulations to approve a land division at 540 Cache Creek Drive subject to the departmental reviews as provided in the staff report dated February 27, 2020, and the following two conditions of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Prior to recording the plat the applicant shall pay Park Exactions calculated at \$6,750 and School Exactions calculated at \$4,000 for two 4-bedroom single family units.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-008: Partial Vacation w/out Replat at 660 Cache Creek. Brendan Conboy made staff comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-008, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve a Partial Vacation without Replat for Lot 3 of the Scarlett Addition located at 660 Cache Creek Drive subject to the departmental reviews as provided in the staff report dated February 27, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to read ordinances in the short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance L: An Ordinance Amending and Reenacting Sections 6.10 through 6.90 of the Jackson Municipal Code Related to Liquor Licenses and Permits.

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance L at third reading and designate it Ordinance 1245. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance N: An Ordinance Granting a Renewed Franchise to Jackson Curbside Inc.

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

Kelly French of Jackson Curbside Recycling made public comment.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance N at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. The Council discussed last week’s WAM conference.

Jim Stanford made comment on the Town’s Continuity of Operations plan and parking tickets issued in the Kmart parking lot. Todd Smith made staff comment.

Arne Jorgensen requested an update on SPET projects approved last November and how a timeline on those projects.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on sales and lodging tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:12 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: March 11, 2020

SPECIAL TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 14, 2020

JACKSON, WYOMING

The Jackson Town Council met in a special/emergency session with an eight hour notice, in the Council Chambers of the Town Hall located at 150 East Pearl at 11:00 A.M. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Carl Pelletier, Todd Smith, Michelle Weber, and Roger Schultz.

OTHERS: Dr. Travis Riddell, Teton County Health Officer, Jodie Pond, Director of Teton County Public Health, Rich Ochs Emergency Management Coordinator, and Teton County Commissioner Chair Natalia Macker. Dr. Paul Beaupre, Chief Executive Office of St. John's Health, joined the meeting by telephone.

Mayor Muldoon asked for a motion to start with. In order for the Town Council and the Town of Jackson to be able to conduct needed and immediate business during the evolving situation around COVID-19, Hailey Morton Levinson moved and Arne Jorgensen seconded a motion to suspend Section 3. Quorum in Chapter 2 of the Town Council's Rules and Procedures to temporarily allow Elected Officials to fully participate and vote; and to temporarily allow key staff members to fully participate in any regular, special, or emergency meetings through June 14, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried for the Town.

COVID-19 and Local Government Measures. Mayor Muldoon stated this meeting was called to allow the Town Council an opportunity to discuss potential immediate actions, as well as, triggers for more stringent actions to further protect the health, safety, and welfare of the community.

Larry Pardee made staff comment on limiting mass gatherings of more than 100 people on both public and private property, indoors and outdoors. Jodie Pond, Director of Teton County Public Health provided an update on confirmed cases in Wyoming, Idaho, Utah, and Colorado, and efforts underway by the health department. Dr. Paul Beaupre made comment on the use of the hospital's hotline. Rich Ochs provided a situational report, continuity of operation plans, and went over community plans that were in place. Teton County Commissioner Chair Natalia Macker made comment on volunteer opportunities being set up.

The Council held discussion with Rich Ochs and Dr. Travis Riddell, Teton County Health Officer on schools, exposure, vulnerability, Governor Gordon's emergency declaration, disaster funding, emergency management coordination with other entities and partners, and benefits of reducing mass gatherings.

Discussion turned to the process, need, and length of an emergency ordinance. Lea Colasuonno discussed points made in a draft ordinance. Todd Smith made staff comment.

Public comment was given by: Gavin Fine, Colby Cox, and Jim Waldrop.

The Council held further discussion on an ordinance, resolution, or proclamation related to limiting gatherings to preserve and protect the public health, safety, and welfare of the community.

Mark Newcomb made public comment.

Mayor Muldoon proposed an ordinance that limited occupancy at gatherings. Discussion was held on the general operation of Town government and council meetings.

A motion was made by Arne Jorgensen and seconded by Jim Stanford to direct the Town Manager to make the Community Development and Community Outreach positions available to Rich Ochs to assist as needed. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Lea Colasuonno presented a revised ordinance limiting gatherings as they relate to 50% of the building's capacity as determined by the Fire Marshal.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to suspend the requirements for three (3) public reading of ordinances under W.S. § 15-1-115(c). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to read the Emergency Ordinance in short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Emergency Ordinance 1247: AN EMERGENCY ORDINANCE TO LIMIT MASS GATHERINGS TO IMMEDIATELY PRESERVE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; DECLARING AN EMERGENCY, PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the Emergency Ordinance 1247 as amended today implementing a temporary moratorium on mass gatherings of as defined in the ordinance within the Town limits for the immediate preservation of the public peace, health, safety or welfare to: 1) to prevent and slow the potential spread of COVID-19; 2) significantly reduce likelihood of overwhelming the strain on the local health care and emergency service systems; and 3) declaring an emergency, and providing for an effective date and time for termination. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct the town attorney to review and prepare a motion that enables the Town Council to continue to meet in a closed meeting to the physical attendance of the public, but still accessible to public to view and participate. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 3:00 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: March 25, 2020

SPECIAL JOINT INFORMATION PROCEEDINGS - UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 16, 2020

JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a special joint information meeting (JIM) located in the Town Council Chambers located at 150 East Pearl Avenue at 12:30 P.M. Upon roll call the following were present:

TOWN COUNCIL: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

COUNTY COMMISSIONERS: Chair Natalia Macker, Mark Newcomb, Greg Epstein joined by WebEx. Luther Propst joined by telephone. Mark Barron arrived at 12:39 p.m.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Susan Scarlata, Carl Pelletier, Chief Todd Smith, Michelle Weber, Chief Brady Hansen, Alyssa Watkins, Erin Weisman, Sheriff Matt Carr, Keith Gingery, Rich Ochs, Darren Brugmann, and Sandy Birdyshaw

OTHERS: Teton District Health Officer Dr. Travis Riddell and Teton County Public Health Director Jodie Pond. St. John's Health Chief Executive Officer Dr. Paul Beaupre joined by telephone.

START BUS SERVICE CHANGES IN RESPONSE TO COVID-19 AND GENERAL COVID-19 PREVENTION MEASURES.

Since the Teton County Commissioners authorized the Town Manager and Transit Director to approve levels of bus service recommended by the START Board during the Coronavirus emergency at their 9:00 a.m. meeting this item was not heard during this meeting, nor acted upon by the Town Council.

Keith Gingery made comment on the County's action toward COVID-19 prevention measures, powers of the state and district health officers, Health Order 20-1 issued which prohibited gatherings over fifty people, orders issued by other jurisdictions, and a proposed order coming out soon.

Mark Barron arrived at 12:39 p.m.

Dr. Travis Riddell made comment on the status of Teton County and the region amid the COVID-19 pandemic, and Health Orders issued by local and state health officials.

The Council and Commission held discussion with Dr. Riddell, Dr. Beaupre, and Rich Ochs on preventive steps to protect the health and welfare of the community, disaster relief response programs, volunteer programs, schools, coordinating with state messaging, and attempts of staying ahead of the virus's progression.

Adjourn. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. The vote showed all in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Mark Barron and seconded by Mark Newcomb to adjourn the meeting. The vote showed all in favor and the motion carried for the County. The meeting adjourned at 1:43 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: March 25, 2020

SPECIAL TOWN COUNCIL PROCEEDINGS – UNAPPROVED (rev 3/20)

MARCH 17, 2020

JACKSON, WYOMING

The Jackson Town Council met in a special session in the Council Chambers of the Town Hall located at 150 East Pearl at 9:00 A.M. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Pete Muldoon, Arne Jorgensen, Jim Stanford, and Jonathan Schechter. Hailey Morton Levinson joined by telephone at 9:06 a.m.

STAFF: Larry Pardee, Tyler Sinclair, Lea Colasuonno, Todd Smith, Michelle Weber, Zolo, Matt Redwine, and Sandy Birdyshaw.

Consideration of an Emergency Ordinance Putting Mitigation Measures in Place for Private Establishments. Mayor Muldoon made comment that Dr. Riddell had worked on a new County-wide Health Order that would accomplish much of the same of the town's proposed ordinance. The Health Order was in the Governor's office this morning under review. The Mayor said he would recess this meeting in order to wait and hear from Dr. Riddell on the new Health Order. Lea Colasuonno made comment on how the Town's proposed ordinance related to the Health Order. The Mayor moved to the next agenda item while waiting to hear on the Health Order.

Matters from Staff Related to COVID-19. Susan Scarlata provided an update on communication and information efforts in the community.

The Mayor meeting recessed at 9:28 a.m. and reconvened at 3:03 p.m. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Pete Muldoon, Arne Jorgensen, Jim Stanford, and Jonathan Schechter. Hailey Morton Levinson joined by WebEx.

STAFF: Larry Pardee, Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Zolo, and Sandy Birdyshaw.

OTHERS: Deputy Teton County Attorney Keith Gingery and Sheriff Matt Carr.

Consideration of an Emergency Ordinance Putting Mitigation Measures in Place for Private Establishments. This item was discussed further. Mayor Muldoon summarized the Teton District Health Officer's Health Order #20-2 just released a few minutes ago and encouraged community members to adhere to the precautions stated within.

Deputy Teton County Attorney Keith Gingery made comment on the three Health Orders issued by the Teton District Health Department. Health Order 20-1A prohibited gatherings of over 250 people and Dr. Riddell would have issued this on March 15th, however new CDC Guidelines came out before it was issued, so it immediately became outdated. Health Order 20-1B prohibited gatherings of over 50 people. Health Order 20-2, in effect for fourteen days, was fully explained which closed certain public places and placed restrictions on restaurants within Jackson and Teton County.

The Council held discussion with Mr. Gingery on process and powers.

Lea Colasuonno made comment on an emergency ordinance to repeal the emergency ordinance numbered 1247. This repeal ordinance would not need to be ratified since it was enacted in a special meeting and not an emergency meeting.

A motion was made by Jonathan Schechter and seconded by Jim Stanford to suspend the requirements for three (3) public reading of ordinances under W.S. § 15-1-115(c). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jonathan Schechter and seconded by Jim Stanford to read the Emergency Ordinance in short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Emergency Ordinance 1248. AN EMERGENCY ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1247 REGARDING LIMITING MASS GATHERINGS TO IMMEDIATELY PRESERVE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Jonathan Schechter and seconded by Jim Stanford to approve the emergency Repeal Ordinance discussed and approved today by Council removing temporary restrictions on the size of gatherings within the Town of Jackson for the immediate preservation of the public peace, health, safety and welfare. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Discussion followed regarding conducting business such as making deliveries on sidewalks in the public right of way, temporary loading zones, using discretion in the on-street parking ban and winter snow towing, grocery store accommodations for persons at risk, local food help, the special 3:00 p.m. Council meeting on March 23rd, non-essential retail, a possible additional special meeting for Thursday or Friday morning, traveling over spring break, financial stress, financial contributions, and resources available to our community.

Chief Smith made staff comment regarding parking issues, protocol across law enforcement agencies, appreciation for support, and email suggestions.

Adjourn. A motion was made by Jim Stanford and seconded by Jonathan Schechter to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 3:54 p.m. minutes:spb/rdr

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: March 25, 2020

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	682914	NORDIC 21 AND 18 SHOVELS	12/23/2019	50.97	.00	
51	ACE HARDWARE	685894	BATTERY ALK AAA	01/22/2020	19.99	.00	
51	ACE HARDWARE	689372	NOZZLE GUN METAL LARGE	02/25/2020	8.99	.00	
Total 51:					79.95	.00	
5726	AMAZON	1HTQ-JJFV-HK	AMAZON BASIC USB POWERE	03/11/2020	145.40	.00	
5726	AMAZON	1RM6-RNMW-	USB CONFERENCE MIRCOPHO	03/17/2020	185.85	.00	
5726	AMAZON	1XCV-WCYJ-J	LIGHTWEIGHT TRIPOD WITH B	03/18/2020	23.49	.00	
Total 5726:					354.74	.00	
6642	ANDERSON, TIMOTHY	031620	DOT PHYSICAL	03/16/2020	90.00	.00	
Total 6642:					90.00	.00	
6640	AYALA, JOHNNY	031820	BAIL REFUND CASE#20-03-025	03/18/2020	2,000.00	2,000.00	03/18/2020
Total 6640:					2,000.00	2,000.00	
3303	BRISTOL, JAMES	6421	PLANNING DEPARTMENT LETT	02/04/2020	283.50	.00	
Total 3303:					283.50	.00	
544	CENTURYLINK	307-111-5050	307-111-5050 246m	03/07/2020	1,924.86	.00	
544	CENTURYLINK	307-733-3106	307-733-3106-742B	02/13/2020	36.86	.00	
Total 544:					1,961.72	.00	
6590	CHARTER COMMUNICATIONS	002091803082	150 E TOWN HALL	03/08/2020	1,617.03	.00	
Total 6590:					1,617.03	.00	
5967	CITY OF DRIGGS	BBSTART2020	BUS BARN RENT MARCH2020	01/29/2020	2,339.35	.00	
Total 5967:					2,339.35	.00	
6475	CONVERGEONE, INC	2472118	S3 REMOTE STORAGE	02/27/2020	6,206.25	.00	
6475	CONVERGEONE, INC	2496670	MAINTENACE MANGED SERVIC	03/16/2020	6,115.51	.00	
Total 6475:					12,321.76	.00	
5002	CUSTOM ELECTRONIC CONSU	04516	AUDIO SYSTEM MONTHLY MAI	03/02/2020	4,562.88	.00	
5002	CUSTOM ELECTRONIC CONSU	04517	VIDEO SYSTEM MONTHLY MAI	03/02/2020	4,562.88	.00	
Total 5002:					9,125.76	.00	
708	DELTA DENTAL PLAN OF WYO	02282020	FEBRUARY CLAIMS	02/28/2020	7,600.70	7,600.70	03/13/2020
Total 708:					7,600.70	7,600.70	
3408	E.R. OFFICE EXPRESS	15034	OFFICE SUPPLIES	02/28/2020	21.37	.00	
3408	E.R. OFFICE EXPRESS	15142	COPY PAPER	03/13/2020	169.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3408:					190.45	.00	
1022	GALLS INC.	015058494	5.11 STRYKE PAINT	02/19/2020	143.30	.00	
Total 1022:					143.30	.00	
6126	GARMIN USA	DL14493756	PROFESSIONAL FLEX UNLIMIT	02/27/2020	64.95	.00	
Total 6126:					64.95	.00	
6643	GOLDBERG, BRIAN	031920	REFUND BAIL #19-12-0109	03/19/2020	1,240.00	.00	
Total 6643:					1,240.00	.00	
473	GREENWOOD MAPPING INC.	030120	GID SUPPORT JAN AND FEB 20	03/01/2020	1,035.00	.00	
Total 473:					1,035.00	.00	
96	HIGH COUNTRY LINEN	0181352	TOJ WASTERWATER TREATME	02/26/2020	86.57	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	38.80	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	21.82	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	24.25	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	80.08	.00	
96	HIGH COUNTRY LINEN	0181583	UNIFORMS	02/27/2020	36.38	.00	
96	HIGH COUNTRY LINEN	0182278	ODOR CONTROL SERVICES	03/02/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0184010	MATS @ ANIMAL SHELTER	03/11/2020	61.93	.00	
96	HIGH COUNTRY LINEN	S0182793	BUILDING MAINT: PUBLIC WOR	03/04/2020	67.80	.00	
96	HIGH COUNTRY LINEN	S0182796	HAND SANITIZERS	03/04/2020	72.44	.00	
96	HIGH COUNTRY LINEN	S0183002	TOWN HALL SUPPLIES	03/05/2020	405.65	.00	
96	HIGH COUNTRY LINEN	S0183284	SANIWIPES	03/06/2020	129.92	.00	
96	HIGH COUNTRY LINEN	S0184759	SIERRA PULL AND JUMBO TP	03/13/2020	125.90	.00	
Total 96:					1,188.14	.00	
6455	HIRST APPLGATE, LLP	196298	TOWN OF JACKSON TASTEBU	02/05/2020	100.00	.00	
6455	HIRST APPLGATE, LLP	196774	3 CREEK RANCH	03/04/2020	98.66	.00	
6455	HIRST APPLGATE, LLP	196775	TOWN OF JACKSON TASTEBU	03/04/2020	1,600.00	.00	
Total 6455:					1,798.66	.00	
6638	ICOR TECHNOLOGY INC.	030420	T5-DMP T5 CALIBER ROBOT WI	03/04/2020	210,340.50	.00	
Total 6638:					210,340.50	.00	
2	JACKSON CURBSIDE INC.	00027762	RECYLING@DOWNTOWN FEB	03/10/2020	985.00	.00	
Total 2:					985.00	.00	
131	JACKSON HOLE NEWS & GUID	308960	AD#376673 AD #375938	02/29/2020	508.48	.00	
131	JACKSON HOLE NEWS & GUID	309238	AD#377074	03/04/2020	206.44	.00	
131	JACKSON HOLE NEWS & GUID	309240	AD#377008	03/04/2020	25.05	.00	
131	JACKSON HOLE NEWS & GUID	309241	AD#377007	03/04/2020	20.88	.00	
131	JACKSON HOLE NEWS & GUID	309456	AD#377005	03/11/2020	108.56	.00	
131	JACKSON HOLE NEWS & GUID	309457	AD#377269	03/11/2020	576.15	.00	
131	JACKSON HOLE NEWS & GUID	309458	AD#377268	03/11/2020	175.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	309551	AD@377515	03/18/2020	768.20	.00	
131	JACKSON HOLE NEWS & GUID	3095550	AD#377514	03/18/2020	204.58	.00	
Total 131:					2,593.69	.00	
6637	JACKSON HOLE PLAYHOUSE	031820	REFUND CATERING PERMIT FE	03/18/2020	20.00	.00	
Total 6637:					20.00	.00	
5315	JACKSON HOLE SNOW DEVILS	031220	REFUND MALT BEVERAGE PER	03/12/2020	200.00	.00	
5315	JACKSON HOLE SNOW DEVILS	031220	REFUND EXPO PERMIT	03/12/2020	800.00	.00	
Total 5315:					1,000.00	.00	
5155	JELLY DONUT, LLC	1002025	WINDSHIELD REPAIR	02/05/2020	50.00	.00	
5155	JELLY DONUT, LLC	1002046	WINDSHIELD REPAIR	02/23/2020	100.00	.00	
Total 5155:					150.00	.00	
139	JORGENSEN ASSOCIATES, PC	44078	PROJ: P20-004	03/02/2020	95.20	.00	
Total 139:					95.20	.00	
5473	KELLERSTRASS ENTERPRISES	1130236	DRUM DEPOSIT, DRUM RETUR	01/08/2020	2,887.14	.00	
5473	KELLERSTRASS ENTERPRISES	1172693	DEF/BULK	03/10/2020	360.25	.00	
5473	KELLERSTRASS ENTERPRISES	D20345	MIDGRADE 87, DF#1 DYED ULT	02/21/2020	21,263.36	.00	
5473	KELLERSTRASS ENTERPRISES	D20786	MIDGRAGE 87, DF#1, DF#2	03/02/2020	21,886.63	.00	
5473	KELLERSTRASS ENTERPRISES	D21204	MIDGRADE 87, DF #2 DYED UL	03/10/2020	20,627.02	.00	
Total 5473:					67,024.40	.00	
5729	LENOVO (UNITED STATES) INC	6453598677	2 THINKPAD X3 YOGA GEN 4	01/07/2020	4,048.48	.00	
Total 5729:					4,048.48	.00	
6487	LOGANSIMPSON	25850	JACKSON GROWTH MANAGEM	02/28/2020	7,224.00	.00	
Total 6487:					7,224.00	.00	
156	LOWER VALLEY ENERGY INC	19722-345 02/	930 SIMON	02/27/2020	191.40	191.40	03/16/2020
156	LOWER VALLEY ENERGY INC	92050387 0228	123 SHERWOOD COURT	02/28/2020	846.21	.00	
Total 156:					1,037.61	191.40	
6526	LSC TRANSPORTATION CONS	58049	PROJECT 194430	02/19/2020	12,684.90	.00	
Total 6526:					12,684.90	.00	
6403	MARKEE ESCROW SERVICES, I	800009	WYOMING BUSINESS CONCIL L	03/17/2020	52,552.08	.00	
Total 6403:					52,552.08	.00	
3932	MILLER SANITATION	15503	START BUS ROUTE - CANS FO	03/03/2020	315.00	.00	
Total 3932:					315.00	.00	
6645	MOUNTAIN JEWELY DESIGNS	031920	REFUND 2019 TRANSIENT BUSI	03/19/2020	600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6645:					600.00	.00	
183	NALLEY STEAMWAY LLC.	2337214	POLICE CAR CLEANING	03/16/2020	330.00	.00	
Total 183:					330.00	.00	
6607	NORTON, ALEX	20013	19-33 CHILDCARE STUDY	03/02/2020	812.50	.00	
6607	NORTON, ALEX	20015	20-01 2020 INDICATOR REPOR	03/02/2020	2,712.50	.00	
Total 6607:					3,525.00	.00	
5870	ONE 22, INC.	4404	TRANSLATION OF CHILDCARE	02/27/2020	359.67	.00	
Total 5870:					359.67	.00	
4712	OPERATOR 6 EXECUTIVE SEC	471578	BIO REMED - ASBESTOS SERVI	03/10/2020	10,058.48	10,058.48	03/17/2020
Total 4712:					10,058.48	10,058.48	
3006	PORTIS GROUP,LLC	7665	ISOLATE AND PROVIDE START	07/31/2019	2,379.00	.00	
Total 3006:					2,379.00	.00	
6639	PROFESSIONAL VETERINARY	1406096	SUPPLIES	02/06/2020	405.95	.00	
Total 6639:					405.95	.00	
532	QUICK BROWN FOX LLC	3724	BLUE COMMUTER AND GREEN	03/02/2020	800.00	.00	
Total 532:					800.00	.00	
4198	RESPOND FIRST AID SYSTEMS	194100	FIRST AID KIT SUPPLIES	03/10/2020	229.77	.00	
4198	RESPOND FIRST AID SYSTEMS	194115	MASKS	03/12/2020	383.92	.00	
Total 4198:					613.69	.00	
4674	RTR SERVICES LLC	20-5551	PORT TO PORT HOURLY FEE	03/03/2020	600.00	.00	
4674	RTR SERVICES LLC	22-5520	PORT TO PORT FEE	03/03/2020	750.00	.00	
Total 4674:					1,350.00	.00	
6644	SAFE FLEET ACQUISITION CO	28032	Q-12255-2	01/24/2020	12,184.00	.00	
Total 6644:					12,184.00	.00	
4699	SNAKE RIVER ROASTING	624796	COFFEE	03/04/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	624971	COFFEE	03/11/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	625077	COFFEE	03/16/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	625150	COFFEE	03/17/2020	97.90	.00	
4699	SNAKE RIVER ROASTING	625151	COFFEE	03/12/2020	23.28	.00	
Total 4699:					268.03	.00	
6641	SPACKMAN, NATHAN	031620	DOT PHYSICAL	03/16/2020	155.00	.00	
Total 6641:					155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
241	ST JOHN'S HOSPITAL	5000150699	SERVICES	02/18/2020	210.00	.00	
Total 241:					210.00	.00	
3989	STINKY PRINTS, INC	56186	ELECTRIC BUS CHARGER	02/27/2020	22.26	.00	
Total 3989:					22.26	.00	
581	TETON COUNTY INTEGRATED	4823	E-WASTER DISPOSAL FEE	01/17/2020	22.10	.00	
Total 581:					22.10	.00	
3955	THOMSON WEST	841831632	LIBRARY PLAN CHANGES	02/04/2020	45.00	.00	
3955	THOMSON WEST	841907848	MONTHLY CHARGES	02/29/2020	446.93	.00	
3955	THOMSON WEST	841907848	MONTHLY CHARGES	02/29/2020	446.92	.00	
Total 3955:					938.85	.00	
6646	VAZQUEZ, ELEUTERIA	031920	BAIL REFUND #20-01-0198	03/19/2020	2,000.00	2,000.00	03/19/2020
Total 6646:					2,000.00	2,000.00	
1949	VERIZON WIRELESS	9849571324	MONTHLY SERVICES	03/01/2020	7,643.07	.00	
Total 1949:					7,643.07	.00	
3420	VISA	03132020	MARCH BILLING	03/13/2020	20,372.82	20,372.82	03/13/2020
Total 3420:					20,372.82	20,372.82	
244	WATTS STEAM STORE ROCKY	74257	SERVICE CALL AT ANIMAL SHE	02/28/2020	150.00	.00	
Total 244:					150.00	.00	
563	WESTBANK SANITATION	3355756	940 Simon Lane	03/01/2020	48.69	.00	
Total 563:					48.69	.00	
472	WHITE GLOVE CLEANING, INC.	6143	SHELTERS CLEANING	02/29/2020	2,261.36	.00	
Total 472:					2,261.36	.00	
684	WYOPASS	WY020202020	MEMBERSHIP DUES (SINCALIR	01/28/2020	220.00	.00	
Total 684:					220.00	.00	
Grand Totals:					470,423.84	42,223.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Energy Conservation Works JPB **PRESENTER:** Johnny Ziem

MEETING DATE: March 23, 2020

SUBJECT: FY20 Town of Jackson LED Lighting Retrofits / SPET Funding

STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization for the use for 2010 SPET Funds for the procurement and installation of energy efficient LED lighting and energy efficient lighting controls at the Snow King Center and the Town of Jackson's Public Works Facility.

BACKGROUND/ALTERNATIVES

The purpose of this project is to retrofit lighting systems at the Snow King Event Center and the Town of Jackson Public Works Facility to LED lighting. The work at the Snow King Event Center would include upgrading all lighting to 100% LED fixtures. The Ice Rink and Ski Shelter Lodge room will also receive advanced WaveLink wireless controllers, achieving an additional 20% efficiency improvement over LED lighting alone. (see attached map). The project would also include a retrofit of existing lighting in the maintenance bays and office areas of the Town of Jackson's Public Works facility to 100% LED lighting.

The lighting retrofit would build upon previous efficiency improvements at the Snow King Event Center, including the replacement of the synthetic icemaking system with an ammonia-based system, which saved ~%35 on facility-wide energy use. At the Public Works facility, the work would complement other efficiency projects, on-site renewable generation, and electric vehicle charging investments.

The work at the Snow King Event Center is projected to net a ~70% reduction in energy consumption over existing lighting and controls and the work at the Public Works facility is projected to net a ~50% reduction in energy consumption over existing lighting.

2010 SPET Language: Energy Conservation Measures for Public Buildings

\$3,790,000 for the *funding of* energy audits, planning, design, construction and *installation of energy efficiency measures* and local distributed renewable energy generation *in Town of Jackson, Teton County or component units of Teton County, and/or Special District's buildings, structures, and/or facilities.* To the extent necessary and allowed by law, the pledge to or payment of debt service and/or lease payments thereon the project. This project is sponsored by the Town of Jackson.

COMPREHENSIVE PLAN ALIGNMENT

Section 2. Climate Sustainability through Energy Conservation•

Reduce consumption of non-renewable energy (Principle 2.1)

Increase energy efficiency in buildings (Principle 2.4)

Policy 2.4.b: Renovate and reuse existing buildings

Policy 2.4.d: Use energy efficient building systems and appliances

STAKEHOLDER ANALYSIS

ECW and Town of Jackson staff worked collaboratively to refine the scope of this project to best align with Town and ECW goals and maximize energy savings, to reduce operating costs, and to reduce ongoing maintenance costs. This decision was supported by the Energy Conservation Works Joint Powers Board through their

recommendation below. Once the scope is set with an appropriately selected contractor, the project will be reviewed by Lower Valley Energy for potential energy conservation rebates.

This project supports ECW's Mission/Purpose to provide LEADERSHIP, IMPLEMENTATION, and EDUCATION specific to energy conservation, energy sustainability, and energy efficiency.

Goal 1: To **Mitigate 30 megawatts (30%)** of the electricity needed to meet Jackson Hole's future load growth over the next 20 years, in order to keep electricity rates low and minimize our carbon footprint.

FISCAL IMPACT

\$ 206,880.00 in 2010 SPET Funds:

Snow King Event Center	
Rink & Lobby	\$ 64,750.00
Event Center 1st Floor	\$ 82,750.00
Event Center 2nd Floor	\$ 16,500.00
SK Total	\$ 164,000.00
Public Works	
Bays 1,2,& 3	\$ 17,500.00
Bay 5	\$ 12,000.00
Office Areas	\$ 13,380.00
PW Total	\$ 42,880.00
Project Total	\$ 206,880.00

If approved, this would leave a balance of **\$85,998** in unallocated funds in the 2010 SPET Energy Fund. ECW staff will support the pursuit of funding from both the Teton County Energy Mitigation Program Fund as well as Lower Valley Energy's Energy Efficiency Custom Rebate Program. Either of these programs could reduce the amount drawn from the 2010 SPET.

STAFF IMPACT

Staff impact for this item will include project management and installation coordination to work within the budget and timeline. The Public Works Facilities Division will coordinate this project. Kevin Meaghar, Town of Jackson Facilities Manager/Building Engineer, estimates it will require one hour per week for eight weeks for him to manage this project.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Snow King Event Center Map and proposal

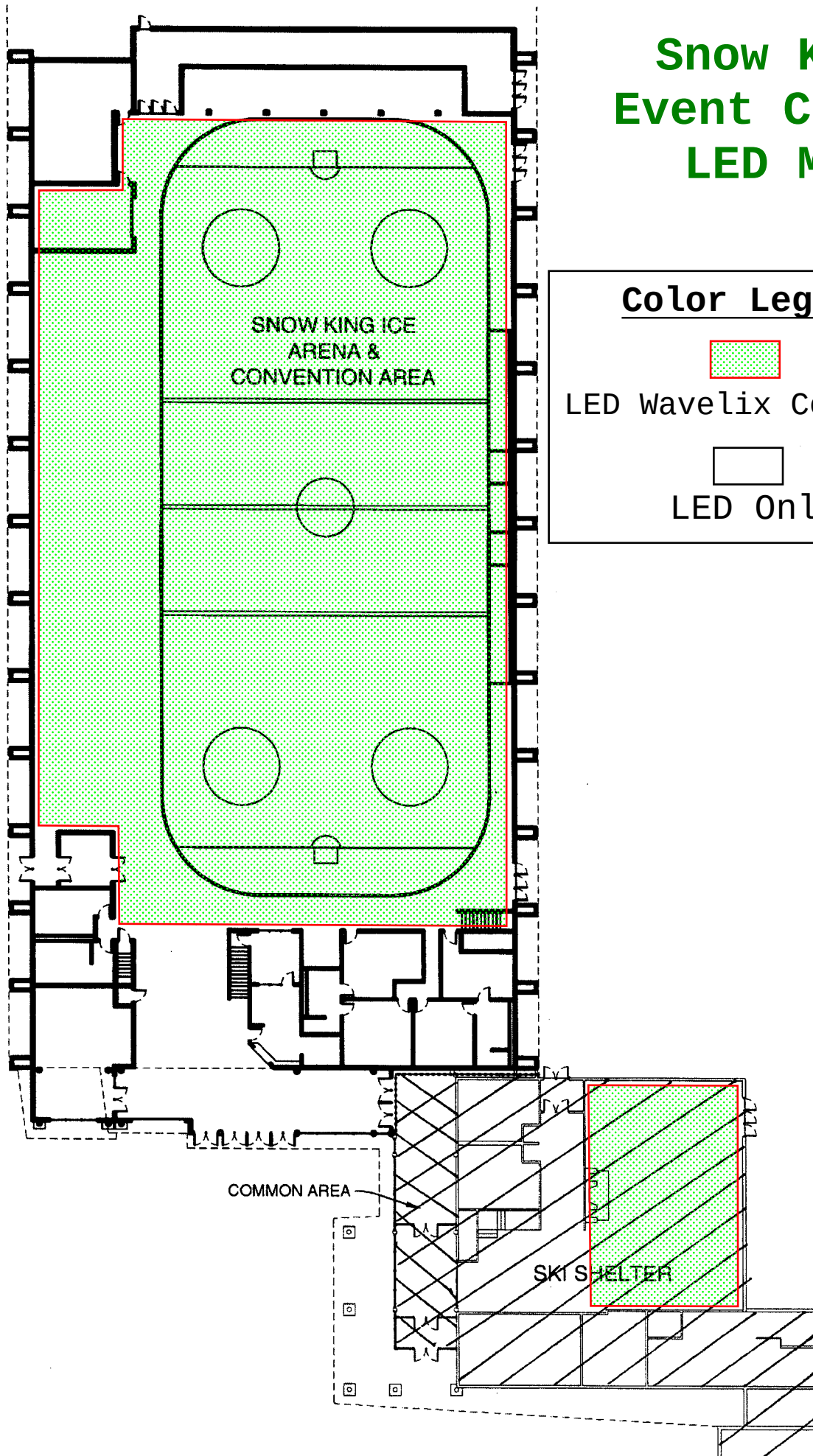
RECOMMENDATION

The Energy Conservation Works Joint Powers Board recommends funding this slate of LED lighting and controls retrofits at the Snow King Center and Town of Jackson Public Works facility with funds from the 2010 SPET.

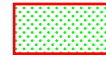
SUGGESTED MOTION

I move to approve the use of \$ 206,880.00 in 2010 Energy SPET Funding for LED lighting and controls retrofits at the Snow King Center and Town of Jackson Public Works facility, and upon legal approval by the Town Attorney, authorize the Mayor to execute all necessary contract Agreements.

Snow King Event Center LED Map



Color Legend;



LED Wavelix Controlled



LED Only



PO Box 129
Boulder WY 82923

(C) 307 699-8408

WWW.TMSCONST

Proposal # 20TOJ-002A

21 Jan2020

TOWN OF JACKSON
PROPOSAL FOR LIGHTING UPGRADES
SNOW KING EVENT CENTER

Contractor: TMSC- LLC

Owner: Town Of Jackson
PO Box 1687
Jackson WY. 83001

Job Address: Snow King Event Center
100 E Snow King Ave

Jackson WY 83001

TMSC is pleased to provide the following Proposal for Electrical Services as outlined below for the Improvements of the above listed Facility's.

Scope

The Lighting Matrix on Page 7 Shall govern all work as outlined below:

1. OPTION 3

- a. Remove and dispose of Existing HI BAY Fixtures
- b. Install 76 new HI BAY LED fixtures with Wavelinx controls
- c. Provide Wavelinx Wide Area controller and controls
- d. Provide Programing for Wavelinx controlled fixtures
- e. (E) 36 Pendent Fixtures NO Work
- f. Replace ballasts and install new LED tubes in 10 box Emergency fixtures per submittal
- g. Replace 20 existing recessed fixtures in mezzanine office with LED Fixtures per Submittal #Halo
- h. Reconfigure linear lighting in mezzanine area
 - i. Remove one section on each side and reconnect moving the Stage end forward
 - ii. Raise approximately 2 feet
- i. Replace 12 existing Tulip pendants with new LED Fixtures per Submittal # Luma Type 2-B
- j. Replace 7 Existing 2x4 troffers in Skate shop with new drop in fixtures Per Submittal # Metalux 24FP LED

2. OPTION 3A

- a. Add balance of facility fixtures as listed below
 - i. Replace 36 existing Lamps in arena pendant lamps with 250-Watt Equivalent LED lamps per submittal
 - ii. Kitchen and associated areas
 - 1. Replace 8 2x4 Drop in fixtures with Food Grade Metalux 24FP LED
 - iii. Bathrooms
 - 1. Relamp 28 (E) T5HO Recessed Fixtures with T5LED lamps and Remove ballast
 - iv. Locker rooms
 - 1. Replace 2x4 and 2x2 Drop in fixtures with Metalux 24FP LED
 - 2. Add lighting control
 - v. Janitors Closets
 - 1. Replace 4 (E) Fixtures with
 - 2. Add Lighing control
 - vi. Tunnel
 - 1. Relamp with G2 and Remove Ballasts
 - vii. Changing rooms, penalty rooms and halls
 - 1. Replace 2x4 and 2x2 Drop in fixtures with Metalux 24FP LED

2. Add lighting Control
- viii. Mezzanine Ticket area
 1. Remove Ballasts and Lamps From 7 (E) hanging fixtures and Relamp with TruFit Lamps
 2. Add lighting Control
- ix. Electrical Rooms
 1. Remove Ballasts and Lamps From (E) hanging fixtures and Relamp with TruFit Lamps
 2. Add Lighting Controls
- x. Lodge Area
 1. Replace 15 (E) 1x4 recessed fixtures with
 2. Add Wavelinx WAC control unit
 3. Add 7 Wavelinx modules to control track lighting
 4. Add Wavelinx wall controls
- xi. Zamboni Storage Area
 1. Remove Ballasts and Lamps From (E) hanging fixtures and Relamp with TruFit Lamps
 2. Add Lighting Control
- xii. Storage Area above Compressor Rm
 1. Remove Ballasts and Lamps From (E) hanging fixtures and Relamp with TruFit Lamps
- xiii. Arena Food Room
 1. Remove Ballasts and Lamps From (E) hanging fixtures and Relamp with TruFit Lamps
- xiv. Arena Alcove, Key room, Entries,
 1. Remove Ballasts and Lamps From (E) hanging fixtures and Relamp with TruFit Lamps
 2. Add Lighting Control
- xv. Exterior recessed fixtures
 1. Replace 14 (E) Fixtures with
 2. Replace (E) Wall Packs with
- xvi. Arena Mezzanine Stage
 1. Add 2 pendent fixtures over Stage with dimming
 - 2.
3. OPTION 3B Second Floor
 - a. Replace 9 2x2 Troffers with Metalux 24FP LED

- b. Replace 47 2x4 Troffers with Metalux 24FP LED
- c. Utility Rms, Relamp and Remove Ballests
- d. Elev. Machine Rm. Add 24" Circleline
- e. Add Lighting Control in Each Room

NOTES:

- 1. Fixture cost to be billed to the Town of Jackson by TMSC Per Invoice and paid by the Town on their Tax-Exempt Certificate Upon Delivery
- 2. Fluorescent Lamp disposal by TOJ
- 3. Itemized Submittals to be submitted under separate cover

General Notes and Exclusions:

Notes:

- 4. All Labor to be Local Private Wage rates. PREVAILING WAGE NOT INCLUDED
- 5. TMSC will warrant all its work for a Period of One Year from the date of final acceptance
- 6. Construction Services requested but not included in the above will be billed at the following rates;
 - a. Materials Invoice Plus 15%
 - b. Principle: TMSC \$95.00 Hr
 - i. Overtime \$127.50 Hr
 - c. Mechanic TMSC \$85.00 Hr
 - i. Overtime \$105.00 Hr
 - d. Office TMSC \$55.00 Hr
 - e. Fees, Tools, Equipment and Supplies: Cost +15%

- 1. Work quoted complete as Noted with Exceptions below
- 2. Work is priced on normal working hours and days as specified.
 - a. Expedited schedule or after hours work not listed will incur additional charges.
- 3. Overtime is any work exceeding eight hours in a day
- 4. Owner shall work with TMSC to schedule work in an orderly and efficient manner and make every effort to minimize callouts to accommodate other trades.

Exclusions:

- 1.
- 2.

Costs and Billing:

Cost:

1. Snow King Event Center:

1. Option 3:	Total Cost:	\$ 69,250.00
a.	Fixture Cost	\$ 34,500.00
2. Option 3A:	Total Cost:	\$ 82,500.00
a.	Fixture Cost	\$ 42,250.00
3. Option 3B 2nd Floor:	Total Cost:	\$ 16,500.00
a.	Fixture Cost	\$ 6,700.00

RECAP:

Arena Quoted Price	Option 3	Option 3A Balance of Building	Option 3B 2nd Floor
Option 3	\$ 64,750.00	\$ 64,750.00	\$ 64,750.00
Option 3A		\$ 82,500.00	\$ 82,750.00
Option 3B 2nd Floor			\$ 16,500.00
Total	\$64,750.00	\$147,250.00	\$163,750.00
	Delta \$s	\$82,500.00	\$99,000.00

Details:

1. Payments will be due as follows:
 - a. Invoices will be submitted upon twice monthly and be due and payable upon receipt
2. This proposal is valid only until 15 Feb. 2020 unless extended by mutual agreement.
3. This Proposal is offered only by TMSC and is invalid as to any other party.

Terms:

1. TMSC will commence work within 5 days of fully executed Contract or as agreed.
2. Work listed will be complete within 180 days of notice to proceed.
3. This proposal is based on a standard work week and normal work hours, work required outside normal hours and days will incur additional cost.
4. Payment Requests will be submitted as per Contract on a Bi-Monthly basis and will be due and payable Net 15 Days. Any Payment Request, properly submitted, remaining unpaid 15 days following submittal shall be deemed past due and will incur interest at 12% per annum, Simple Interest, amortized from the due date until paid.

TMSC thanks you for the opportunity to quote your project

Signed:  Date: 21 Jan 2020
Ted M Sirjesse
TMSC-LLC

Signed: _____ Date: _____
Kevin Meagher
Town of Jackson
Facilities Manager

TOJ Snow King Event Center

Lighting Retrofit

Fixture Matrix

Item #	RM NO.	Fixture Type	Lamps	Fixture Count	Action	Qty	Lighting Control Description
ALL INTERIOR FIXTURES 4000K							
Bid Package 1							
Ice Arena							
1	116	T8 High bay	T8	76	Replace w/ OHB24 w/ Wavelinx	1	Wavelinx WAC
2	116	Incandescent Top Hat	Par 38 Flood	33	Replace w/ 250 Equivalent LED		
3	116	2-1x4 Egg Create suspended W/ E battery	T8	10	Reballast and Lamp w/ G2 LED		
4	101	Entry Tulip style suspended	42W Biaxial	12	Delray Luma 1000 Lumen		
5	104/5/6	Ski shop 2x4 troffers	T8	6	R/R with 24FP 2x4		
6	Mezzanine	Suspended linear strip	T8	16	Remove Ballast and Relamp with G2 LED		
7	Mezz Office	6" Recessed Cans	Incandescent	11	Hallo SMD6 Round		
Lodge							
8	108	1x4 Eggcrate	T8	2	Remove Ballast and Relamp with G2 LED		
9	109	1x4 Eggcrate	T8	6	Remove Ballast and Relamp with G2 LED		
10	120	6" Recessed Cans	Incandescent	9	Hallo SMD6 Round		
Bid Package 2							
Ice Arena							
11	Tunnel	1x4 Moister resistant Wraps	T8	9	Remove Ballast and Relamp with G2 LED		
12	Zamboni	2-1x4 Utility suspended	T8	3	Remove Ballast and Relamp with G2 LED	1	Wall Box OPS
13	Elec RM E	1x4 Utility suspended	T8	10	Remove Ballast and Relamp with G2 LED	4	Puck OPS
14		1x4 Wrap	T8	1	Replace w/ SNLED 4ft Strip	1	Relay
15	Elec RM W	1x4 Utility suspended	T8	6	Remove Ballast and Relamp with G2 LED	3	Puck OPS
						1	Relay
16	Mezz Stage	NEW Tulip		2	Add over Stage area Add new switching		
17	Mezz Ticket	2x4 suspended Wrap	T8	7	Remove Ballast and Relamp with G2 LED	3	Wall Box OPS

18	122	2-1x4 Egg Create suspended w/ E battery	T8	1	Reballest and Lamp w/ G2 LED	
19	121	1x4 Utility suspended	T8	4	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
20	120	1x4 Recessed Women's RR	T5HO	5	Remove Ballast and Relamp with Eco HP T5 (B)	
21	119	1x4 Recessed Men's RR	T5HO	5	Remove Ballast and Relamp with Eco HP T5 (B)	
22	117	Janitors Closet			24" Circle line	1 Wall Box OPS
23	102	2x4 Troffers	T8	8	R/R with 24FP	
24	107	2x4 Troffers	T8	3	R/R with 24FP 2x4	1 Wall Box OPS
25	108	2x4 Troffers	T8	1	R/R with 24FP 2x4	1 Wall Box OPS
26	109	2x2 Troffers	T8/24	2	R/R with 24FP 2x2	
27	110	1x4 Moister resistant Wraps	T8	3	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
28	110A	1x4 Recessed	T8	1	Remove Ballast and Relamp with G2 LED	
29	111	2x4 Troffers	T8	4	R/R with 24FP 2x4	1 Wall Box OPS
30	112	2x4 Troffers	T8	3		1 Wall Box OPS
31		2x2 Troffers	T8/24	1	R/R with 24FP 2x2	1 Puck OPS
						1 Relay
32	113	2x4 Troffers	T8	3	R/R with 24FP 2x4	1 Puck OPS
						1 Relay
33	114	2x4 Troffers	T8	3	R/R with 24FP 2x4	1 Wall Box OPS
34	115	1x4 Moister resistant Wraps	T8	3	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
35	115A	1x4 Recessed	T8	1	Remove Ballast and Relamp with G2 LED	
36	Stair A	1x4 Wal Mount w/E Battery	T8	1	Reballest and Lamp w/ G2 LED	
37	Entry	1x4 suspended linear	T8	4	Remove Ballast and Relamp with G2 LED	

LODGE

38	103	1x4 Utility suspended	T8	2	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
39	104	Janitors Closet			24" Circle line	1 Wall Box OPS
40	106	1x4 Recessed Women's RR	T5HO	5	Remove Ballast and Relamp with Eco HP T5 (B)	
41	107	1x4 Recessed Men's RR	T5HO	6	Remove Ballast and Relamp with Eco HP T5 (B)	
42	118	2x4 Troffers	T8	4	NSF 1 Over Food Rated Troffers	
43		1x4 Wraps	T8	4	Remove Ballast and Relamp with G2 LED	
44	119	2x4 Troffers	T8	4	NSF 2 Not Over Food Rated Troffers	
45	116	2x4 Troffers	T8	3	R/R with 24FP	2 Wall Box OPS
46	117	Vestibule		1	24" Circle line	
47	110	1x4 Recessed	T5HO	15	Recessed w/ Wavelinks	
48		Track		5	Wavelinx relays	

49	111,114,	2x4 Troffers	T8	5	R/R with 24FP 2x4	
50		2x2 Troffers	T8/24	5	R/R with 24FP 2x2	
51		1x4 Undercab	T8	2	Remove Ballast and Relamp with G2 LED	
52	115	24" Circleline		1	24" Circle line	
53		1x4 wall mount	T8	1	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
54	112	1x4 Utility suspended	T8	3	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
55				1	Add SNLED 4ft Strip	
56	113	1x4 Utility suspended	T8	4	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
57	CAFÉ	1x4 suspended linear	T8	8	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
58	Exterior	Wall Pacs		2	R/R PQL 83371 100 Watt	ALL Exterior Fixtures 5000K
				3	R/R PQL 83365 50 Watt	ALL Exterior Fixtures 5000K
				3	R/R PQL 83362 35 Watt	ALL Exterior Fixtures 5000K
59				19	Remove Ballast and Relamp	ALL Exterior Fixtures 5000K
60		175 MH Recessed Cans in Angled Ceiling 6" Cans	UNDER eves UNDER eves	6	Hallo SMD6 Round ????	ALL Exterior Fixtures 5000K

Bid Package 3

LODGE 2nd Floor

61	201, 2, 4	2x4 Troffers	T8	2	R/R with 24FP 2x4	2 Puck OPS
62		2x2 Troffers	T8/24	7	R/R with 24FP 2x2	1 Relay
63		2x4 Troffers	T8	11	R/R with 24FP 2x4	2 Puck OPS
						1 Relay
64	206	2x2 Troffers	T8/24	1	R/R with 24FP 2x4	1 Wallbox OPS
65	208	2x4 Troffers	T8	8	R/R with 24FP 2x4	4 Wallbox OPS
66	209	2x4 Troffers	T8	6	R/R with 24FP 2x4	1 Wallbox OPS
67	210	2x2 Troffers	T8/24	1	R/R with 24FP 2x4	1 Wallbox OPS
68	211	2x4 Troffers	T8	5	R/R with 24FP 2x4	1 Wallbox OPS
69	212	2x4 Troffers	T8	3	R/R with 24FP 2x4	2 Puck OPS
						1 Relay
70	213	2x4 Troffers	T8	11	R/R with 24FP 2x4	1 Puck OPS
						1 Relay
71	214	1x4 Utility suspended	T8	3	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
72	215	1x4 Utility suspended	T8	3	Remove Ballast and Relamp with G2 LED	1 Wall Box OPS
73	Elev Mach RM	Keyless w/ Twist		1	24" Circle line	1 Wall Box OPS



Project TOJ Lighting Retro - Final
Location Rock Springs WY
Quote HQLG20-65860-1

To: Kip Perry
 PLATT ELECTRIC SUPPLY INC
 840 WEST 2600 SOUTH
 SALT LAKE CITY UT 84119
 Phone: (801) 974-5773
 EMail: kip.perry@platt.com

For
Bid Date Jan 20, 2020
Expires Feb 19, 2020

QTY	Type	MFG	Part
BID PACK 1			
	Note		<i>ICE ARENA</i>
1	76		OHB-24HE-MFL-UNV-L840-CD-ZW-U OHB-WG162
2	33	GRNLT	32W/LED/PAR38/FL/40K
3	40	TRULY	834115-40-AB-P
4	12	DELR	IL791-W-O-W40-L-I-D
5	6	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
6	32	TRULY	834115-40-AB-P
7	11	HALO	SMD6R12940WHE SMD6 RD, 1200 LM, 90CRI 4000K, WHITE UNV
	Note		<i>LODGE</i>
8	4	TRULY	834115-40-AB-P
9	12	TRULY	834115-40-AB-P
10	9	HALO	SMD6R12940WHE SMD6 RD, 1200 LM, 90CRI 4000K, WHITE UNV
BID PACK 1			
BID PACK 2			
	Note		<i>ICE ARENA</i>
11	18	TRULY	834115-40-AB-P 4VT3 6000LM GENERAL DIST 4000K WET LOC
12	12	TRULY	834115-40-AB-P
13	20	TRULY	834115-40-AB-P
14	2	META	4SNLED-LD5-41SL-LW-UNV-L840-CD1-U 4 FT LED STRIPLIGHT, 4100 LM, 40K, 0-10V
15	12	TRULY	834115-40-AB-P
16	2	DELR	IL791-W-O-W40-L-I-D

Date: Jan 20, 2020



Quantum Lighting Group
4074 South 300 West
Salt Lake City UT 84107
Phone: (801) 270-0010
Fax: (801) 264-0060
From: Scott Oliphant
Quoter Ph:
Email: soliphant@quantumltg.com

Project TOJ Lighting Retro - Final
Location Rock Springs WY
Quote HQLG20-65860-1

QTY	Type	MFG	Part
17 7		TRULY	834115-40-AB-P
18 4		TRULY	834115-40-AB-P
19 8		TRULY	834115-40-AB-P
20 10		TRULY	834125-40-B-GD-T5
21 10		TRULY	834125-40-B-GD-T5
23 8		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
24 3		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
25 1		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
26 2		META	22FP3240C 2X2 FPANEL 3200L, 40K, 0-10V
27 6		TRULY	834115-40-AB-P
28 2		TRULY	834115-40-AB-P
29 4		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
30 3		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
31 1		META	22FP3240C 2X2 FPANEL 3200L, 40K, 0-10V
32 3		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
33 3		META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
34 6		TRULY	834115-40-AB-P
35 2		TRULY	834115-40-AB-P
36 2		TRULY	834115-40-AB-P
37 8		TRULY	834115-40-AB-P
Note			LODGE
38 4		TRULY	834115-40-AB-P
40 10		TRULY	834125-40-B-GD-T5
41 12		TRULY	834125-40-B-GD-T5
42 4		KENL	CSEFL24-45LD-40K8-DIM1-DV-5F-2H-SYM
43 8		TRULY	834115-40-AB-P

Date: Jan 20, 2020



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Salt Lake City UT 84107
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Fax: (801) 264-0060
From: Scott Oliphant
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Email: soliphant@quantumltg.com

Project TOJ Lighting Retro - Final
Location Rock Springs WY
Quote HQLG20-65860-1

QTY	Type	MFG	Part
44	4	KENL	CSEFL24-45LD-40K8-DIM1-DV-5F-2H-SYM
45	3	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
46	1 VESTIBULE	HALO	SMD6R12940WHE SMD6 RD, 1200 LM, 90CRI 4000K, WHITE UNV
47	15 L		14FPX-42-L840-CD-WN DF-14W-U
48	5	GGATE	WSP-MV-010 RELAY SWITCHPACK WITH 0-10V
49	5	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
50	5	META	22FP3240C 2X2 FPANEL 3200L, 40K, 0-10V
51	4	TRULY	834115-40-AB-P
52	1	HALO	SMD6R12940WHE SMD6 RD, 1200 LM, 90CRI 4000K, WHITE UNV
53	2	TRULY	834115-40-AB-P
54	6	TRULY	834115-40-AB-P
55	1	META	4SNLED-LD5-41SL-LW-UNV-L840-CD1-U 4 FT LED STRIPLIGHT, 4100 LM, 40K, 0-10V
56	8	TRULY	834115-40-AB-P
57	16	TRULY	834115-40-AB-P
No Quote WALL PACK			
No Quote WALL PACK			
No Quote WALL PACK			
59	19	TRULY	318054-40-G5-E26
60	6	HALO	SMD6R12940WHE SMD6 RD, 1200 LM, 90CRI 4000K, WHITE UNV

BID PACK 2

BID PACK 3

61	2	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
62	7	META	22FP3240C 2X2 FPANEL 3200L, 40K, 0-10V
63	11	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V

Date: Jan 20, 2020



Quantum Lighting Group
4074 South 300 West
Salt Lake City UT 84107
Phone: (801) 270-0010
Fax: (801) 264-0060
From: Scott Oliphant
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Email: soliphant@quantumltg.com

Project TOJ Lighting Retro - Final
Location Rock Springs WY
Quote HQLG20-65860-1

QTY	Type	MFG	Part
64	1	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
65	8	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
66	6	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
67	1	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
68	5	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
69	3	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
70	11	META	24FP4740C 2X4 FPANEL 4700L, 40K, 0-10V
71	6	TRULY	834115-40-AB-P
72	6	TRULY	834115-40-AB-P

BID PACK 3

Terms and conditions of sale:

- * This quoted does not include, but is subject to, potential tariff increases.
- * Subject to manufacturer's published terms and conditions of sale.
- * All quoted lead times are subject to change according to market conditions and will need to be updated at time of order entry and/or release.
- * Please communicate this to your customers and make them aware that industry component shortages, labor issues and transportation weather conditions can and do occur.
- * This quotation is based on information provided by you, the customer. Any additional or missing information could void this quotation.
- * Complete quote must be used, no partials.
- * Stems, pendants, hangers, canopies or lamps are NOT included unless noted in body of quote.
- * Quoting single ballast for fluorescent fixtures unless noted otherwise.
- * Emergency ballasts are contractor installed, unless otherwise noted.
- * Freight charges may not be included unless items meet factory standard terms and conditions.
- * Anchor-bolts are shipped with poles, additional charges will apply if shipped separately.
- * Spare lenses, lamps, and ballasts are NOT included unless otherwise noted.
- * Unless noted in body, no addendums have been received.
- * If factory layouts are required for linear fluorescent systems, occupancy sensors, etc., it is the contractor's responsibility to provide electronic CAD drawings.
- * Wiring not included on lighting controls unless otherwise specified.
- * Wallbox dimmers not included unless otherwise stated on the bill of material.

Mfg Terms:

Freight
Allowance

Minimum
Order



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: ~~March 16, 2020~~ **March 23, 2020**

SUBJECT: **Application to Transfer the Ownership and Location of a Retail Liquor License from LFM Jackson LLC to Foam Capital LLC**

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance or transfers of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

The parent company of Lucky's Market closed the business located at 974 West Broadway and filed for Chapter 11 bankruptcy, leaving its retail liquor license in a non-operational status. The Town Council denied the annual renewal of this license on February 18, 2020. The license will expire at the end of the liquor license year, March 31, 2020.

Foam Capital LLC submitted an application to transfer the ownership of the retail liquor license from LFM Jackson LLC and transfer the location to 105 East Broadway. A Letter of Assignment is included in the liquor license transfer application. The proposed effective date is April 1, 2020, which is the beginning of the next liquor license year. Foam Capital LLC owns the property at 105 East Broadway.

Foam Capital LLC provided a "two phase" operation plan for the liquor license as described below.

Phase 1: The license would be put into operation in May 2020 on the first floor at 105 E. Broadway, as a retail/package store. There would be no on-premise serving of alcohol.

Foam Capital LLC has submitted an application to the Town's planning department, for demolishing the current building and constructing a three-story building. The new building would include approximately 2,700 square feet on the main floor for a retail showroom and another 870 square feet of retail showroom space on the mezzanine level. The second and third floors would be a combination of short-term and long-term residential rental units. The rooftop would have an outdoor terrace.

If the planning application is approved, the liquor license would be non-operational from the time of demolition to the time the building is constructed and a certificate of occupancy is issued.

Phase 2: The license operation in the new building would include retail/package sales on the first floor and mezzanine level, and on-premises consumption via a bar on the rooftop terrace for small events and music.

This application has been distributed to the Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review. Concerns brought forward relate to possible noise complaints from rooftop events and alcohol-related police calls from neighbors and building residents. The Planning Department is in the early stages of reviewing the application for the new building, and has not reviewed nor approved uses related to proposed rooftop activities.

However, Planning Staff did note that the proposed use of the rooftop terrace could be allowed after a thorough review of the use. Concerns noted with the initial use outlined in Phase 1 include that although the current zoning allows restaurant and bar uses, the current application being reviewed by Planning is for retail on the ground level and not restaurant or bar. If any seating were placed in the retail space during Phase 1, a Change of Use Permit to allow a restaurant or bar use may be required depending on the amount of seating.

The Wyoming Liquor Division has certified the application as complete.

Wyoming Statute §12-4-104 (b) provides guidelines on the issuance of a liquor license:

- (b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
 - (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

The Council has several options available to them at this meeting, which may include:

1. Approve the transfer application as presented.
2. Deny the transfer application.
3. Continue for further deliberation before March 31, 2020, as the license expires March 31.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to transfer licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority; LFM Jackson LLC as the current liquor license holder; Foam Capital LLC as the prospective new license holder; and Police Department and Town staff as related to compliance with liquor laws; residents of the building; and residents and guests of the community.

Approval of this application would put this retail liquor license in an active status for a short period of time, a non-operational status during construction, and then back to operational status when the building is open for operation.

FISCAL IMPACT

Approval of this transfer application will result in the collection of a \$100 transfer fee and \$1500 annual license fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol-related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes multi-department reviews of the application, following-up on missing information, providing the application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting online, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a transfer is approved by Council, an approval card is provided to the State, a license certificate is printed and mailed to licensee, and the application and documents are retained in the record retention system of the Town of Jackson.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Transfer Application

RECOMMENDATION

Unless Council makes one or more of the findings listed in W.S. 12-4-104(b), staff recommends approval of the transfer with the following conditions:

1. Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments, including but not limited to, Planning and Building, Finance, Public Health, and Jackson Hole Fire.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
3. Ownership of the liquor license shall not transfer until it is certified to the Town Clerk that the associated private transaction has closed.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

Having considered the Wyo. Stat. §12-4-104(b) statutory factors and Jackson Municipal Code 6.60.010.A. for this application, I move to approve the **Foam Capital LLC** d/b/a The Rack retail liquor license transfer application effective April 1, 2020, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that those conditions of approval have been met.

1. Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments, including but not limited to, Planning and Building, Finance, Public Health, and Jackson Hole Fire.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
3. Ownership of the liquor license shall not transfer until it is certified to the Town Clerk that the associated private transaction has closed.

NEW or TRANSFER
LIQUOR LICENSE or
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees	Annual Fee:	\$	1500.00	Local License #	
# mths	Prorated Fee:	\$		Date filed with clerk:	2/27/2020
	Transfer Fee:	\$	100.00	Advertising Dates: (2 Weeks)	3/4 & 3/11
	Publishing Fee:	\$	100.00	Hearing Date:	3 / 14 / 2020
License Term:	4 / 1 / 2020	through	3 / 31 / 2021		
	Month	Day	Year	Month	Day

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Foam Capital, LLC

Trade/Business Name (dba): The Rack

Building to be licensed/Building Address: 105 E. Broadway
Number & Street

Jackson WY 83001 Teton
City State Zip County

Mailing Address: P.O. Box 1045 Jackson WY 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 690-1500 Fax Number: ()

E-Mail Address: foamcapitalllc@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
State ID#: 22-41-16-27-3-00-012. DC zoning.

FILING FOR

- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: JACKSON
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☒ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED
- FORMERLY HELD BY: LFM JACKSON LLC d/b/a Lucky's Market
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

- | | | |
|---|--|--|
| <p>RETAIL LIQUOR LICENSE:</p> <p>☐ ON-PREMISE ONLY (BAR)</p> <p>☐ OFF-PREMISE ONLY (PACKAGE STORE)</p> <p>☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> | <p>☐ RESTAURANT LIQUOR LICENSE</p> <p>☐ RESORT LIQUOR LICENSE</p> <p>☐ BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB):</p> <p>☐ VETERANS CLUB</p> <p>☐ FRATERNAL CLUB</p> <p>☐ GOLF CLUB</p> <p>☐ SOCIAL CLUB</p> | <p>☐ MICROBREWERY</p> <p>☐ WINERY</p> <p>☐ DISTILLERY SATELLITE</p> <p>☐ WINERY SATELLITE</p> <p>☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS:</p> <p>☐ CONVENTION FACILITY</p> <p>☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM</p> <p>☐ GOLF CLUB</p> <p>☐ GUEST RANCH</p> <p>☐ RESORT</p> |
|---|--|--|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL / PART-TIME
- ☐ NON-OPERATIONAL / PARKED
- If not full time, specify: see attached supplement
- Months of Operation from _____ to _____
- Days of Week (e.g. Mon through Saturday) from _____ to _____
- Hours of Operation (e.g. 10am to 2am) from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) **OWN** the licensed building? ☒ YES (own)
- (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (A) Lease expiration date _____, located on page _____ paragraph _____ of lease.
- (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for **SALE OF ALCOHOLIC** or **MALT BEVERAGES**.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jeff Neishabouri				2yrs	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i)☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii)☐ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv)☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

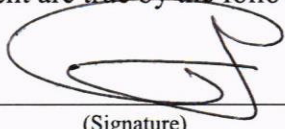
OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

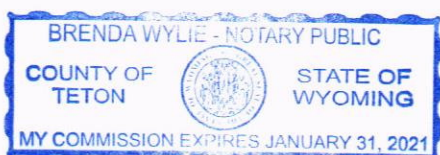
Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
COUNTY OF Teton) SS.

Signed and sworn to before me on this 26 day of FEB, 2020 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|--|------------------------------------|----------------|
| 1) | 
(Signature) | JEFF OVERSHABORN
(Printed Name) | owner
Title |
| 2) |
(Signature) |
(Printed Name) |
Title |
| 3) |
(Signature) |
(Printed Name) |
Title |
| 4) |
(Signature) |
(Printed Name) |
Title |
| 5) |
(Signature) |
(Printed Name) |
Title |
| 6) |
(Signature) |
(Printed Name) |
Title |

Witness my hand and official seal:



(SEAL)

Brenda Wylie
Signature of Notary Public

My commission expires: 1/31/21

LFM JACKSON, LLC
6328 Monarch Park PL
Niwot, CO 80503

February 26, 2020

Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Re: Agreement to Transfer License 108

Dear Town Clerk:

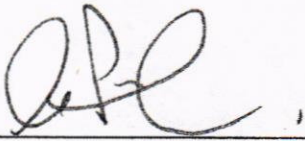
This letter is confirmation that LFM Jackson, LLC, a Colorado limited liability company registered as a foreign limited liability company in the State of Wyoming, has entered into a Purchase Agreement, dated February 26, 2020, with Foam Capital, LLC, a Wyoming limited liability company, for the transfer of the Town of Jackson Retail Liquor License, Number 108, a copy of which is attached to this letter as Exhibit A.

By signing below, I, an authorized representative of LFM Jackson, LLC, confirms that LFM Jackson, and all of its affiliates, representatives and agents agree and consent to the transfer of the Town of Jackson Retail Liquor License, Number 108 to Foam Capital, LLC.

I represent and confirm that I am an authorized representative of LFM Jackson, LLC and have the power and authority to sign this assignment letter.

Sincerely,

LFM Jackson, LLC

By: 

Name: Andy Pillari

Title: Manager



FIRSTBANK™

Division of Glacier Bank

To Whom It May Concern,

RE: Foam Capital LLC

This letter is to certify that our institution has an active checking account for the above-mentioned entity, Foam Capital LLC. In addition, the account is in good standing.

Best Regards,

Marty Kleeman

First Bank of Wyoming

2-26-20

Teton County Wyoming MapServer



Teton County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

printed 2/27/2020

FLOOR PLAN for EXISTING BUILDING OPERATION
Foam Capital, LLC

48'

/ CASHIER AREA - SALES COUNTER /

1 STY W/
FINISHED BSMT

Display
1824.0 sf
First Floor
1824.0 sf

LOCATION
of GOODS

LOCATION
of GOODS

38'

LOCATION OF STAIRS

Sketch by Apex Sketch

(Existing
May-Sept)

Foam Capital, LLC

This detail reflects the current data for the filing in the system.

Name

Foam Capital, LLC

Filing ID

2017-000778854

Type

Limited Liability Company - Domestic

Status ?

Active

Sub Status ?

Current

Initial Filing

12/04/2017

Standing - Tax ?

Good

Standing - RA

Good

Standing - Other

Good

Term of Duration

Perpetual

Formed In

Wyoming

Fictitious Name**Principal Office**

125 S King Street, Suite 2A
Jackson, WY 83001
USA

Mailing Address

PO Box 1045
Jackson, WY 83001
USA



Plan of Operation

Liquor License Application
Type: Retail

Applicant: Foam Capital, LLC
DBA: The Rack

Describe how the premises will be operated, what is the nature of the business?

Retail liquor sales in downtown commercial
core; Interior and exterior bar operation;
space for events.

What type of alcoholic beverages will be available to customers?

Beer, wine + liquor.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Retail - staff member will assist and facilitate
all retail sales.

Bar sales - Bartender will take orders, prepare
drinks + complete sales. Wine purchased in retail
can be served in this area with corking fee.

What is the official building capacity? Plans will be submitted Friday Feb. 28th
+ will be subject to approval.

Do you plan to serve alcohol outside on a deck or patio? Yes

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: ADA compliant and
accessible ingress + egress to patio areas ^{ON 2nd +}
and rooftop. Preliminary plans attached. _{3rd floor}

What is your plan to keep customers from leaving with open alcohol containers?

Staff members will ensure that bottles, if
opened, will be properly sealed pursuant
to local laws.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Jeff Neishabouri	Manager	j
2)	Mina Neishabouri		m
3)	Audrey Cohen-Davis	Legal Counsel	

Prepared by: Jeff Neishabouri Date: 2-26-2020

SUPPLEMENT TO PLAN OF OPERATIONS – FOAM CAPITAL, LLC

The long-term operational plan for The Rack is set forth on the Town of Jackson Plan of Operations form. It will be a full-time year-round operation. For purposes of clarity, in the short-term the applicant will be demolishing the current structure on the property which is planned for the Fall.

In the interim, the applicant will operate a retail liquor business out of the current structure on the property with the liquor license from approximately May to September, 2020. If the plans for the building and building permit are approved sooner, the applicant will move forward with the redevelopment of the property. The plans of the new building are attached. Please note that upon completion of the building, the applicant plans to operate a bar with indoor and outdoor spaces, areas for small events and music venues along with a liquor retail sales business located on the first floor of the building.

105 E Broadway,

package store

The applicant has a long-standing history of redevelopment of properties in and around the Town Square of which he has mitigated according to the Town requirements and assisted in revitalizing the downtown core. His buildings host over one dozen small businesses, including those owned by young entrepreneurs, single mother's and co-op office sharing.



THE VIEW - RENDERING



THE VIEW - RENDERING - FRONT VIEW

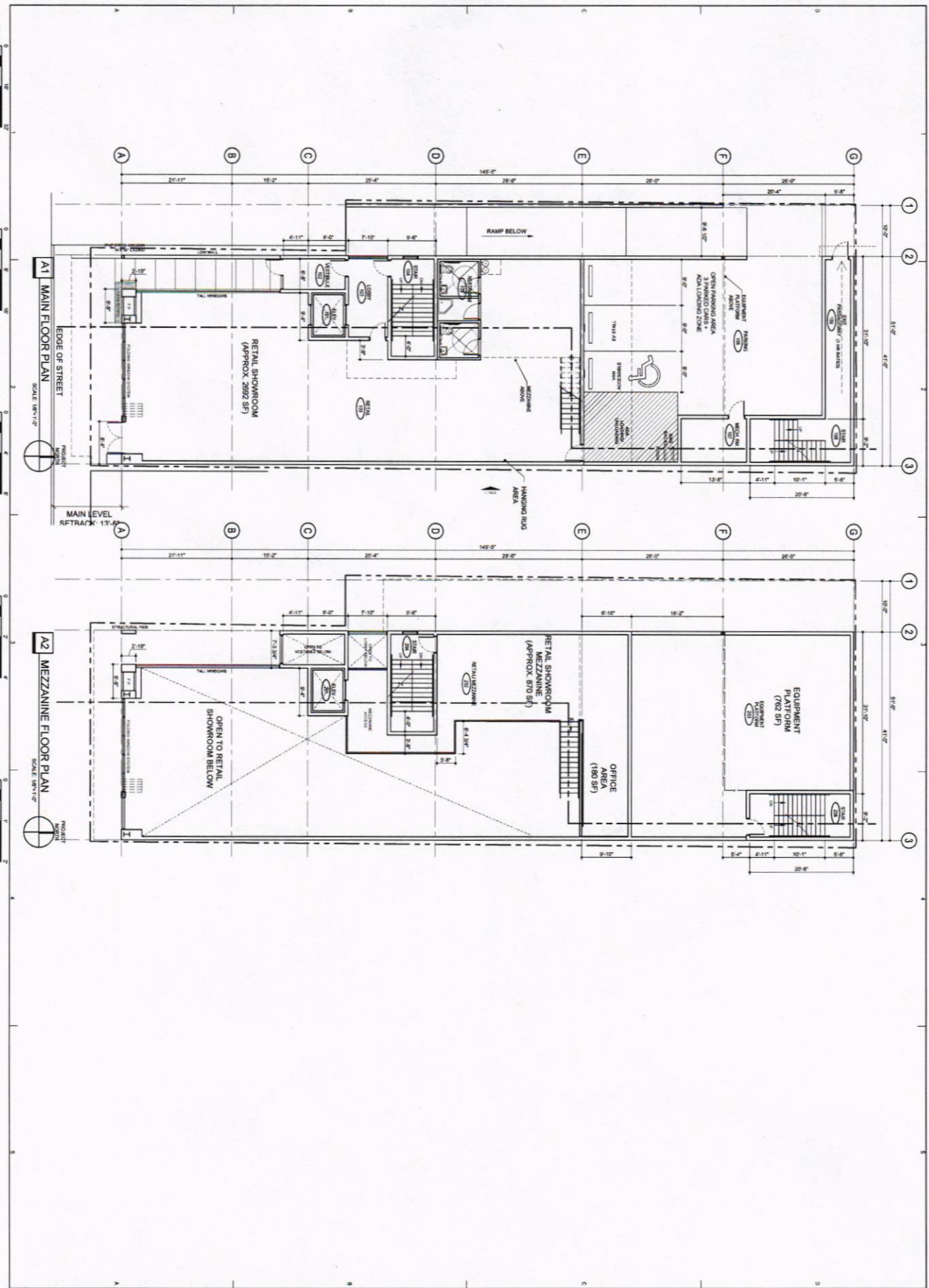


THE VIEW RENDERING SIDE PERSPECTIVE



Axis Architects
927 SOUTH STATE STREET, SALT LAKE CITY, UT 84111 P 801-355-3003

AE100



© COPYRIGHT 2020 AXIS ARCHITECTS

THE VIEW

105 E. BROADWAY AVENUE, JACKSON, WY
DESIGN DEVELOPMENT

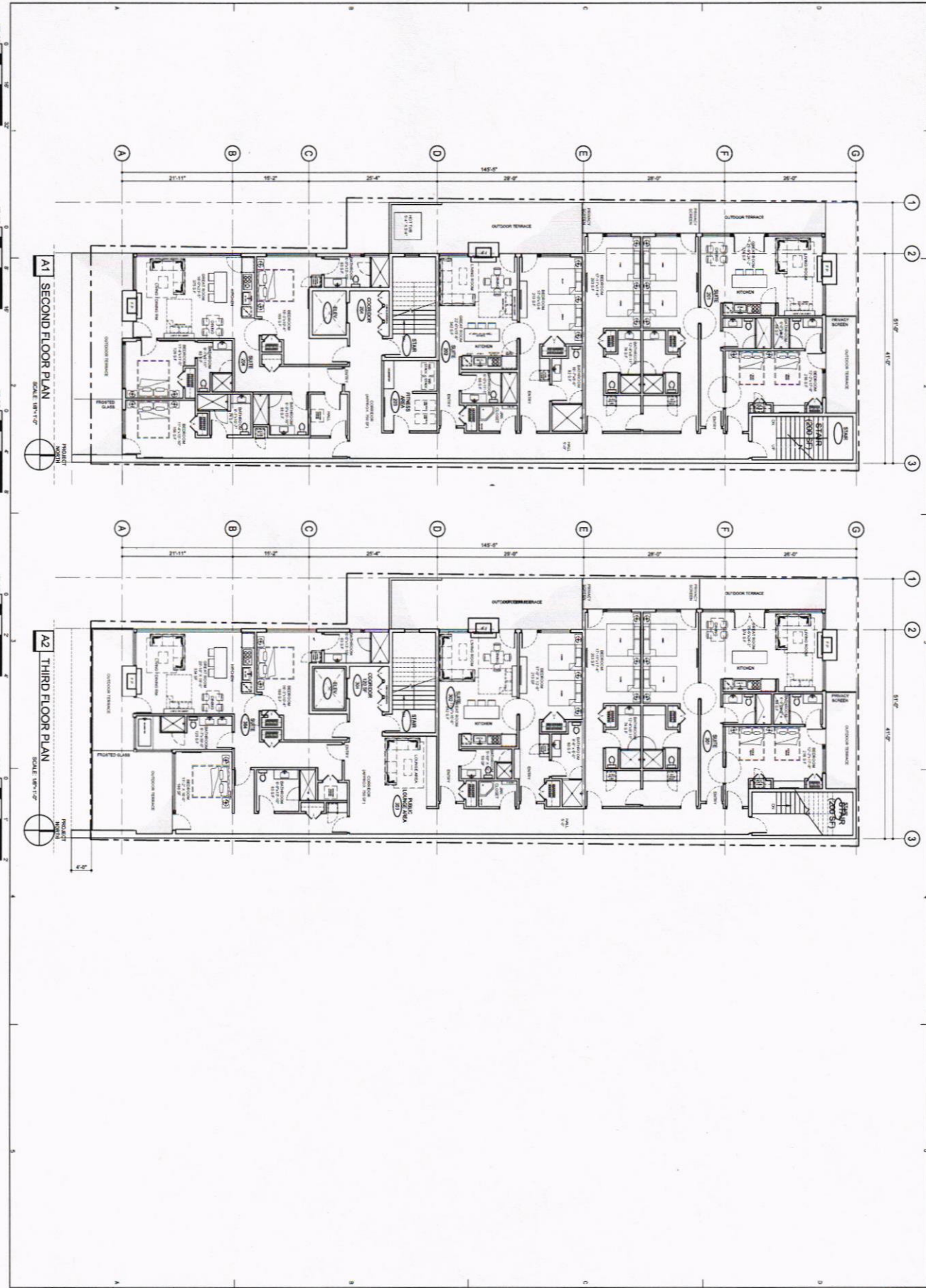
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Axis Architects
807 SOUTH STATE STREET, SALT LAKE CITY, UT 84111
P 801-355-3023

AE101

Axis Jobs # 1326
Date 2/21/2020
Checked
Drawn
Reviewed



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THE VIEW

105 E. BROADWAY AVENUE, JACKSON, WY
DESIGN DEVELOPMENT

Revision # Date

Axis Job # 1826
7/1/21
Date 2/2/2020
Drawn
Checked

REVISIONS

AE102

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Axis Architects
807 SOUTH STATE STREET, SALT LAKE CITY, UT 84111
P 801-355-0023

Axis Architects
927 SOUTH STATE STREET, SALT LAKE CITY, UT 84111 P 801-355-3000

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name:

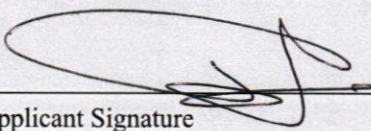
JEFF
First Name

—
Full Middle Name

NEISHABOURI
Last Name

☒ Male or Female
Circle one

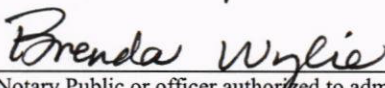
2-26-2020
Date Signed

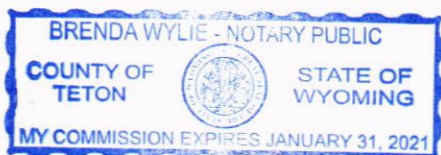

Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 26th day of February, 20 20.

(SEAL)


Notary Public or officer authorized to administer oaths





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Housing

PRESENTER: April Norton

MEETING DATE: ~~March 16, 2020~~ **March 23, 2020**

SUBJECT: Request for Qualifications for Low-Income Housing Tax Credit Developer

STATEMENT/PURPOSE

The Town Council ("Council") will consider a Request for Qualifications ("RFQ") for a developer with expertise in Low-Income Housing Tax Credit developments.

Key aspects of the RFQ:

- **Team experience.** The RFQ seeks a team with experience working in Wyoming and/or regionally. Based on feedback from the Wyoming Community Development Authority ("WCDA"), teams who have worked with the Qualified Allocation Plan ("QAP") before may be better equipped to submit successful applications.
- **Four-task approach.** The scope is broken into four tasks: 1) Property Identification; 2) QAP Study and Opportunity Assessment, Preliminary Design; 3) Project Application; and 4) Project Development. The RFQ asks for pricing/fees for the first three tasks.
- **Housing Supply Board recommendation.** The HSB will review the RFQ responses and provide the Council with a recommendation and the reasoning for the recommendation. The Council will not be required to follow the recommendation.

BACKGROUND/ALTERNATIVES

Low-income rentals are one of the largest gaps in the community housing portfolio and they serve some of the most marginalized members of the community. The Housing Department's Intake Form data as of January 2020 shows that over 280 households (616 people) are earning less than half of median family income. On average, adults in these households work 1.13 jobs and over 60% of the households are paying more than 30% of their monthly income towards housing. These are the families and individuals who will qualify for low-income rental housing.

The Workforce Housing Action Plan Initiative 4C directs staff to seek state and federal funding and to provide technical assistance to private entities applying for state and federal funds for low income housing. The plan specifically identifies tax credits as a funding tool to be sought.

In November 2017, the Town of Jackson released a Request for Proposals ("RFP") to develop deed restricted housing at 174 N. King Street. In May 2018, the Council awarded the project to Westmount Development who proposed to build low-income rental housing by utilizing Low-Income Housing Tax Credits ("LIHTC"), HOME Investment Partnerships Program ("HOME"), and National Housing Trust Funds ("NHTF") for the project.

In September 2018 and again in March 2019, Westmount Development applied to the Wyoming Community Development Authority ("WCDA"), but did not receive LIHTC, HOME, or NHTF allocations. While both applications received the highest "Tier 1" scoring based on need, they received the lowest "Tier 2" scoring based on project cost and were not competitive in either funding round.

Since the second unsuccessful application, staff has worked with WCDA to identify some opportunities to make the QAP more equitable for high cost areas in the state. WCDA has agreed to include considerations for "statistical outliers" in the 2021 QAP. Given this consideration, staff is excited to work with a qualified developer to identify a site that is compatible with LIHTC development, craft the application, and apply in the September 2021 QAP round.

The timeline will be tight, so time is of the essence to get the RFQ released, choose a development partner, and start working on an application that can be read for the September deadline.

COMPREHENSIVE PLAN ALIGNMENT

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

STAKEHOLDER ANALYSIS

Stakeholders include Town taxpayers, local working individuals and families, and business owners.

FISCAL IMPACT

Staff anticipates contracting with the development team for tasks 1-3 as outlined in the RFQ. The fees are unknown at this time and will be included in the responses received. Funding is available in the Housing Supply Program budget for both professional services related to the project and land acquisition if needed.

STAFF IMPACT

The Housing Director will lead this project for the Town and will receive expertise and support from several other staff members, including: Town Manager, Community Development Director, and the Town Attorney.

LEGAL REVIEW

Ongoing, as Needed.

ATTACHMENTS

RFQ for a Low-Income Multifamily Developer

RECOMMENDATION

Staff recommends approving the RFQ as presented.

SUGGESTED MOTION

I move to approve the Request for Qualifications for a Low-Income Multifamily Housing Developer and direct staff to release the Request for Qualifications on Tuesday, March 24th.



THE TOWN OF JACKSON, WYOMING
JACKSON/TETON COUNTY HOUSING DEPARTMENT

LOW-INCOME MULTIFAMILY HOUSING DEVELOPER
Request for Qualifications

Release Date: March 24, 2020
Submission Deadline: April 24, 2020

REQUEST SUMMARY

The Town of Jackson, through the Jackson/Teton County Housing Department, seeks a qualified partner to develop low-income rental housing within the Town of Jackson utilizing a combination of Low-Income Housing Tax Credits, HOME Investment Partnerships Program Funds, National Housing Trust Funds, Town funding and private funding. The Town of Jackson will provide land for the development pursuant to a ground lease and for a nominal annual fee and may consider additional investment depending on the project.

Introduction

The Jackson/Teton County Comprehensive Plan (“Comp Plan”) establishes the goal of housing at least 65% of the Teton County workforce locally. The Comp Plan includes a variety of strategies to achieve this goal, including Policy 5.4.a that directs staff to create a community housing implementation plan.

In November 2015, the Workforce Housing Action Plan was adopted and provides a road map for the future of housing production, preservation, and management. Initiative 4C directs staff to seek state and federal funding and to provide technical assistance to private entities applying for such funds.

In November 2017, the Town of Jackson released a Request for Proposals (“RFP”) to develop deed restricted housing at 174 North King Street. In May 2018, the Town Council (“Council”) awarded the project to Westmount Development who proposed to build low-income rental housing by utilizing Low-Income Housing Tax Credits (“LIHTC”), HOME Investment Partnerships Program (“HOME”), and National Housing Trust Funds (“NHTF”) for the project.

In September 2018 and again in March 2019, Westmount Development applied to the Wyoming Community Development Authority (“WCDA”), but did not receive LIHTC, HOME, or NHTF allocations. While both applications received the highest “Tier 1” scoring based on need, they received the lowest “Tier 2” scoring based on project cost and were not competitive in either funding round.

For the 2021 Qualified Allocation Plan (“QAP”), WCDA has indicated that it will include consideration for high cost areas within the state and will use a statistical outlier method when evaluating qualifying projects. While this will not guarantee allocations for Town of Jackson projects, it may provide the opportunity for additional investment in projects so that LIHTC, HOME, and NHTF allocations are possible.

For this RFQ, the Town seeks a development partner to complete a scope of work with four distinct tasks:

- 1) Property Identification – work with staff to identify an appropriate property for a low-income multifamily housing development.
- 2) QAP Study & Opportunity Assessment – work with staff to identify opportunities to strengthen future QAP applications.
- 3) Application to WCDA for LIHTC, HOME, and NHTF – submit a competitive application to WCDA.
- 4) Development of low-income multifamily housing – lead a public-private partnership that results in the development of low-income, multifamily housing within the Town of Jackson.

RFQ REQUIREMENTS

The Jackson Town Council has approved the following timeline for this RFQ:

RFQ Release	March 24, 2020
Submission Deadline & Public Opening	April 24, 2020
Consultant Selection	May 4, 2020
Affordable Housing Allocation Plan Application	September 2020

Submissions are due April 24, 2020 by 4pm MST. Submissions received after 4pm on April 24th will not be considered. Incomplete submissions will not be considered. All responses shall include one (1) signed original and one (1) electronic copy of the proposal and should be delivered to:

Jackson/Teton County Housing Department
Attn: April Norton, Director
320 South King Street, Box 575
Jackson, WY 83001

Proposals shall include the following information, in this order:

A) Introductory Letter

Please include a letter of interest that includes the respondent's name, contact information, and primary contact name.

B) Qualifications

- a. Proposed Project Team. Please include a description of each team member, including: a resume, how s/he will participate in the project and her/his relevant experience.
- b. Firm/Team Experience. Please summarize your experience developing low-income multifamily housing using LIHTC, HOME, and NHTF funding.
 - i. Please highlight any experience the team has had in Wyoming and/or regionally.
 - ii. Please describe experience developing in high-cost areas.
- c. References. Please provide three (3) references for whom your team has provided similar services. List the name, address, email address and telephone number for each reference along with a brief description of the relevant work provided for each reference.

C) Fees

This scope of work is broken into four distinct tasks. Please provide proposed hours and rates for tasks 1-3, broken out by team member.

1. Property Identification. This phase includes working with Town staff to identify property that is appropriate for development and may include property acquisition if the land is not already owned by the Town or Housing Authority. Teams should assume 1 public hearing for this phase (Town Council).
2. QAP Study and Opportunity Assessment, Preliminary Design. This phase includes working with staff to identify opportunities to strengthen the QAP application and attending the WCDA QAP training in Casper, Wyoming in July 2020. The team will work with Town staff on preliminary design and should expect 1 public hearing (Town Council) and 1 community outreach session for this phase.

3. Project Application. In this phase, the team will be solely responsible for submitting a complete application to WCDA for LIHTC, HOME, and NHTF funding. The submission will be due in September 2020. Teams should assume 1 public hearing for this phase (Town Council).
4. Project Development. This phase assumes a successful application. The team will lead a public-private partnership to develop low-income, multifamily rental housing within the Town of Jackson.

EVALUATION CRITERIA

The initial review of submittals for completeness will be conducted by the Housing Director. All complete submittals will then be reviewed by the Housing Supply Board. The Housing Director will bring forth a recommendation to the Town Council, which retains final decision-making authority, based on the following criteria:

- Experience of key individuals
- Experience of firm
- Experience working in Wyoming with the Wyoming Community Development Authority
- Work examples
- Proven ability to meet deadlines and control costs
- Proposed fees

Please note that the Town reserves the right to not choose any respondent.

INQUIRIES

All inquiries regarding this RFQ should be directed to aprilnorton@jacksonwy.gov. Questions will be accepted until April 21, 2020. Answers will be posted on a rolling basis at www.jhaffordblehousing.org.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: March 19, 2020

SUBJECT: A Resolution Accepting and Approving an Airport Grant for Access Road Rehabilitation

STATEMENT/PURPOSE

The purpose of this item is for the Town Council to consider a resolution accepting and approving a grant for improvements at the Jackson Hole Airport from the Federal Aviation Administration ("FAA").

BACKGROUND/ALTERNATIVES

The FAA has offered a Grant Agreement in the amount of \$2,764,003 for "Rehabilitat[ing] Access Road (Phase III)." The project involves not only rehabilitation of the access road running north-south in the general aviation area of the Airport, but also necessary drainage and re-grading work.

The Town Council, the Teton County Board of County Commissioners ("BCC") and Jackson Hole Airport Board must each accept and approve grants for improvements at the Jackson Hole Airport for the FAA to confer them. The FAA requires a resolution by each as the acceptance and approval method and requires the return of signed resolutions no later than April 10, 2020.

The Jackson Hole Airport Board adopted the necessary resolution at its meeting on March 18, 2020. The BCC will consider a similar resolution at a meeting in the future.

COMPREHENSIVE PLAN ALIGNMENT

This item is directly aligned with Quality Community Service Provision, specifically that the Town:

- ✓ Maintain current, coordinate service delivery (Principle 8.1)
- ✓ Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

STAKEHOLDER ANALYSIS

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport.

FISCAL IMPACT

This grant would have no fiscal impact on the Town of Jackson budget overall, however, passage of any resolution always has a limited cost because resolutions are included in the body of the minutes. Minutes cost, generally, between \$200 - \$1000, depending on the length.

STAFF IMPACT

The impact on staff of preparing this item has been minimal, amounting to a couple hours of staff time in the Legal and Administration Departments.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Proposed Resolution 20-03

FAA Grant No. 3-56-0014-061-2020

RECOMMENDATION

Staff recommends approving the resolution.

SUGGESTED MOTION

I move to approve Resolution 20-03, a Resolution accepting and approving FAA Grant No. 3-56-0014-061-2020 for Jackson Hole Airport's access road rehabilitation project Phase III.

RESOLUTION 20-03

**A RESOLUTION APPROVING THE ACCEPTANCE OF
FAA GRANT NO. 3-56-0014-061-2020 FOR THE JACKSON HOLE AIRPORT’S
ACCESS ROAD REHABILITATION PROJECT PHASE III**

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is deemed a joint power board pursuant to Wyoming Statute §16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, as such the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA for the “Rehabilitate Access Road (Phase III) at the Airport in the amount of \$2,764,003, and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby approves the Board accepting FAA AIP Grant Number 3-56-0014-061-2020 in the amount of \$2,764,003 for the purpose of the Rehabilitation of the Access Road (Phase III), as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 23rd day of March 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	March 9, 2020
Airport/Planning Area	Jackson Hole Airport
AIP Grant Number	3-56-0014-061-2020 (Contract No. DOT-FA20NM-1004)
DUNS Number	12-280-0647

TO: City of Jackson and County of Teton, Wyoming and the Jackson Hole Airport Board
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 15, 2020, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and
WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Rehabilitate Access Road (Phase III)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,764,003.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$2,764,003 for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before April 10, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 5, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

SPECIAL CONDITIONS

25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses

all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).
28. **Environmental.** The environmental approval for this project was issued on May 23, 2018. This project includes the following mitigation measures:
 - A. Mitigate and/or re-establish wetlands impacted by the relocation of the irrigation ditch.
 - B. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
29. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. inspection date;
 2. location;
 3. distress types; and
 4. maintenance scheduled or performed.
 - E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

30. Projects Which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

CITY OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, _____.

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/28/2020 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

ORDINANCE N

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

SECTION I.

WHEREAS, the Town Council, having determined that Jackson Curbside Inc (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “Town”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
5. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. Recyclable Refuse. "Recyclable refuse" shall mean all recyclable materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center.
- B. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.
- C. Compostable Materials. "Compostable materials" shall mean all organic and non-organic waste which is accepted by the composting facility.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. The Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review and such of its books and records as are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Recyclable Refuse and Compostable Materials collection service in the said Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such Recyclable Refuse and Compostable Materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Recyclable Refuse and Compostable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Recyclable Refuse and Compostable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, his employees or agents, engaged in the collection of Recyclable Refuse and Compostable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of Recyclable Refuse and Compostable Materials and the receptacles containing the same. Grantee may not burn any Recyclable Refuse and Compostable Materials but must haul all Recyclable Refuse and Compostable Materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of Recyclable Refuse and Compostable Materials that no spillage occurs and that the Recyclable Refuse and Compostable Materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of Recyclable Refuse and Compostable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Recyclable Refuse and Compostable Materials collection fees or charges.

Paragraph 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Recyclable Refuse and Compostable Materials collection services.

Paragraph 15. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Recyclable Refuse and Compostable Materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Recyclable Refuse and Compostable Materials within the corporate

limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 17. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 19. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 20. Pick-Up Locations. Recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 21. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Administrator
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002

Paragraph 22 Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. **Sovereign Immunity.** The Franchising Authority does not waive its sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. **Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. **Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. **Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of

any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC.

TOWN OF JACKSON

Kelly L. French

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE __ DAY OF __, 2020.

PASSED 2ND READING THE __ DAY OF __, 2020.

PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2020.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the __ day of ____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



March 23, 2020

Gopaul Noojibail
Acting Superintendent
Grand Teton National Park
P.O. Box 170
Moose, WY 83012-0170

Dear Superintendent Noojibail,

Teton County, the Town of Jackson, and St. John's Health recognize the tremendous value that Grand Teton National Park brings to our town, county, citizens, and economy. We also recognize the dual mandate of the National Park Service to preserve and protect natural resources while allowing for the enjoyment of the general public.

We are writing to express our concerns regarding the operation of Grand Teton National Park during the Covid-19 pandemic that has led to a declaration of National Emergency.

As you may know, Teton County and the Town of Jackson have implemented aggressive measures to reduce the rates of infection in our county. We have mandated the closure of many non-essential businesses and limited the size of gatherings through a public health order issued by Dr. Travis Riddell, our County Public Health Officer.

We have taken these steps in order to reduce the peak demand for critical health care services, and to attempt to keep that demand in line with our treatment capacity. While our hospital is as prepared as possible, it has a limited capacity to treat residents of our county, and a large and sudden increase in the number of patients needing critical care services could overwhelm its capacity and our ability to treat everyone in need.

We are particularly concerned that an influx of visitors will increase that peak demand for critical health care, and that we will not have the capacity to treat those visitors.

We hope that you keep that concern in mind as you make decisions regarding the operation of both Grand Teton and Yellowstone National Parks during this national emergency.

We further urge you to consider the Public Health Orders that have been issued by Dr. Riddell – as well as future orders – as you make operational decisions that will impact the health of Teton County residents. While it is our understanding that those orders do not apply to National Park operations, we believe it is critical that we are consistent in our response to this pandemic.

Thank you for your attention to this matter, and for your service and concern for the well-being of our residents and tourists alike.

Sincerely,

Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest: Sherry L. Daigle
Teton County Clerk

Pete Muldoon, Mayor
Town of Jackson

Attest: Sandy Birdyshaw,
Town of Jackson

Jodie Pond, Director
Teton County Health Department

Dr. Travis Riddell
Teton District Health Officer

Dr. Paul Beaupre, Chief Executive Officer
St. John's Health



March 23, 2020

Tricia O'Connor
Forest Supervisor
Bridger Teton National Forest
P.O. Box 1888
Jackson, WY 83001

Dear Supervisor O'Connor,

Teton County, the Town of Jackson, and St. John's Health recognize the tremendous value that Bridger-Teton National Forest brings to our town, county, citizens, and economy. We also recognize the dual mandate of the National Park and Forest Service to preserve and protect natural resources while allowing for the enjoyment of the general public.

We are writing to express our concerns regarding the operation of Bridger-Teton National Forest National Parks during the Covid-19 pandemic that has led to a declaration of National Emergency.

As you may know, Teton County and the Town of Jackson have implemented aggressive measures to reduce the rates of infection in our county. We have mandated the closure of many non-essential businesses and limited the size of gatherings through a public health order issued by Dr. Travis Riddell, our County Public Health Officer.

We have taken these steps in order to reduce the peak demand for critical health care services, and to attempt to keep that demand in line with our treatment capacity. While our hospital is as prepared as possible, it has a limited capacity to treat residents of our county, and a large and sudden increase in the number of patients needing critical care services could overwhelm its capacity and our ability to treat everyone in need.

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Thank you for your attention to this matter, and for your service and concern for the well-being of our residents and tourists alike.

Sincerely,

Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest: Sherry L. Daigle
Teton County Clerk

Pete Muldoon, Mayor
Town of Jackson

Attest: Sandy Birdyshaw,
Town of Jackson

Jodie Pond, Director
Teton County Health Department

Dr. Travis Riddell
Teton District Health Officer

Dr. Paul Beaupre, Chief Executive Officer
St. John's Health



March 23, 2020

Cameron Sholly
Superintendent
Yellowstone National Park
PO Box 168
Yellowstone National Park, WY 82190-0168

Dear Superintendent Sholly,

Teton County, the Town of Jackson, and St. John's Health recognize the tremendous value that Yellowstone National Park brings to our town, county, citizens, and economy. We also recognize the dual mandate of the National Park Service to preserve and protect natural resources while allowing for the enjoyment of the general public.

We are writing to express our concerns regarding the operation of Yellowstone National Park during the Covid-19 pandemic that has led to a declaration of National Emergency.

As you may know, Teton County and the Town of Jackson have implemented aggressive measures to reduce the rates of infection in our county. We have mandated the closure of many non-essential businesses and limited the size of gatherings through a public health order issued by Dr. Travis Riddell, our County Public Health Officer.

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Thank you for your attention to this matter, and for your service and concern for the well-being of our residents and tourists alike.

Sincerely,

Natalia D. Macker, Chairwoman
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Attest: Sherry L. Daigle
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St. John's Health