

AGENDA

Planning and Zoning Commission

April 7, 2021 – REGULAR MEETING

5:30 PM

The New Business items have been placed on the agenda in the order they were received. Please note that at 9:00 p.m., the Commission will evaluate the remainder of the agenda to determine if time constraints will permit the full agenda to be heard at this meeting. All items not heard at this meeting will be postponed to the next regularly scheduled PC/BOA meeting of April 21, 2021 or to a special meeting scheduled by the Commission.

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

1. NEW PUBLIC COMMENT OPTIONS

I Link to Zoom Meeting:

. <https://us02web.zoom.us/j/85940278163?pwd=dVUxZ1VON0paSDRBU3V3bjJIRGFRUT09>

2. CALL TO ORDER

3. ROLL CALL

4. MATTERS FROM THE PUBLIC

5. APPROVAL OF MINUTES

6. OLD BUSINESS

7. NEW BUSINESS

- I. P20-233: Variance from height standards for fencing at the property located at 265 E. Broadway Avenue

8. BOARD OF ADJUSTMENT

9. PLANNING COMMISSION

10. MATTERS FROM THE COMMISSION

11. AGENDA FOLLOWUP

12. MATTERS FROM STAFF

13. ADJOURNMENT

Due to recommended social distancing practices the public is encouraged to view meetings online and participate remotely. Planning Commissioners, presenters, and staff members may not be physically present at the meeting and may all be participating remotely.

Your options for watching or participating in public meetings:

To just watch a meeting live: www.jacksonwy.gov/live (town's website)

3 Ways to Make Public Comment, either on items that are on the agenda or not on the agenda

1. Public comment can be sent anytime via email to planningcommission@jacksonwy.gov. These emails get sent to each Planning Commissioner and are placed in the public record.
2. Public comment can be made virtually through a Zoom platform in real-time.
 - a. In brief, those wishing to make verbal public comment may do so by joining the meeting via Zoom and using the 'hand raise' feature.
 - b. Instructions are below for using the Zoom platform.
3. Public comment can be made in-person at the Town Hall.
 - a. Planning Commissioners may participate remotely, so don't expect an in-person audience.
 - b. You will be speaking into a microphone without the Planning Commissioners present (please consider using Zoom).
 - c. Due to the changing Public Health Orders, and for the public's safety, the Town will be managing the social distance of public in attendance.
 - d. If a large number of community members come to a council meeting, you may be asked to wait outside or in your car until the item you are interested in begins.
 - i. Additional measures may be taken to ensure distancing.

Instructions to join a meeting via Zoom:

This option is intended for those who wish to participate in a meeting as the applicant or a member of the community making public comment.

1. Pull-up the meeting agenda. The Zoom link is provided on the agenda and is shown as the first item.
 2. Click the link or copy the URL to your browser. The Zoom password is “toj”
 - a. Remember, Zoom links will change for each meeting and will be found on the agenda.
 - i. Find meeting agendas here: <http://townofjackson.com/491/Agendas-Minutes>
 3. Type in your first and last name and your email address as prompted. The password is “toj”
 - a. Those who do not provide a valid name will not be recognized and will not have the ability to speak in the meeting.
 4. Once you have joined the meeting, familiarize yourself Zoom’s tools and options.
 - a. Of particular importance is the “raise hand” feature. Please locate this tool if you desire to make public comment. This is the only way we will know you want to make a comment.
 - b. As you join the meeting, your audio will automatically be muted.
 5. When public comment is open. Town staff will look for those that have “raised their hand.” Your name will be announced, and your microphone will be unmuted. At that time, you can state your name and comment.
 - a. You will be heard by all those participating in or watching the meeting. Your video will not be projected, only audio.
 - b. Please be in a place with no background noise and speak in a clear, strong voice.
- Those using only the telephone call-in feature through Zoom telephone will not be recognized.
 - The Zoom chat feature will not be used.
 - We encourage you to log in early for any given meeting. Generally, the Town of Jackson strives to have the Zoom platform ready at least 10 minutes before a listed meeting’s start time.
 - If you’ve not used Zoom before, you may be required to download Zoom’s tools and/or software and apps. The Zoom platform, its tools, and apps are provided by Zoom directly. As these services are from a third party, we aren’t able to provide support directly to end users. If you should have trouble with the platform, please reference Zoom’s help resources at <https://support.zoom.us/hc/en-us>

Please understand for these virtual Planning Commission meetings, just like any public meeting, uncivil discourse, threatening language, or disruptions will not be allowed from participants.



TOWN OF JACKSON BOARD OF ADJUSTMENT AGENDA DOCUMENTATION

PREPARATION DATE: APRIL 2, 2021
MEETING DATE: APRIL 7, 2021

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P20-233:** REQUEST FOR A VARIANCE FROM THE FENCE HEIGHT STANDARD FOR SIDE AND STREET YARDS IN THE COMMERCIAL-RESIDENTIAL - 1 (CR-1) ZONING DISTRICT FOR THE PROPERTY LOCATED AT 265 EAST BROADWAY AVENUE.

APPLICANT: RAIZY MENDELSON

OWNER: CHABAD LUBAVITCH OF WYOMING

STATEMENT/PURPOSE

The applicant is requesting a Variance from the height standards for a fence in the CR-1 zone to allow a 6' fence where the Land Development Regulations (LDRs) allow a maximum fence height of 4' in a side yard or street yard.

APPLICABLE REGULATIONS

Section 8.8.2. Variances

Section 2.2.11. Commercial Residential - 1 (CR-1)

LOCATION

The subject property is located at 265 E. Broadway and legally known as PT. SE1/4 SW1/4, SEC. 27, TWP. 41, RNG. 116. An aerial photo and zoning map are shown on the following page:



BACKGROUND/ALTERNATIVES

Existing Site Characteristics

This property is located within the Commercial Residential - 1 (CR-1) zoning district and is approximately .31 acres or 13,600 sf in size. Properties surrounding the subject lot are zoned P/SP to the north, NL-3 to the east and north, and OR to the south and east.

Applicant's Request

The applicant is requesting a variance from the 4-foot maximum fence height standard required in the street yard (south and north frontage) and side yard (east and west frontage) to allow a 6-foot tall fence. The applicant states that the reason for the request is to provide a safety fence around the perimeter to protect the Jewish temple and personal residence of Rabbi Mendelsohn and his family. The applicant has received a grant from the Homeland Security Department for the purpose of securing the property in part due to increased threats to some religious institutions, including Jewish properties, in recent years. The applicant has provided photos of the intended type of a fence which would be a 6' tall iron fence that is mostly transparent.

STAFF ANALYSIS

A variance is a quasi-judicial process which requires the Board of Adjustment to make all of the required six legal findings. Per the staff findings below, staff finds that the request meets the requirements for a variance, as conditioned.

This is a unique application because the justification is largely based on the applicant's grant of money from the federal government to build a 6'-tall fence for security. While the federal grant to build a security fence does not override the Town's local fence requirements, it can be factor in the Town review of the variance findings. Please see below for staff's findings.

PUBLIC COMMENT

Staff has received no public comment at this time.

STAFF FINDINGS

Pursuant to Section 8.8.2 Variances of the Land Development Regulations, the following findings shall be made prior to granting the Variance.

1. ***Special conditions and circumstances exist.*** *There are special circumstances or conditions which are peculiar to the land or building for which the Variance is sought that do not apply generally to land or buildings in the neighborhood.*

Complies. Staff finds that special circumstances and conditions exist on the property at 265 East Broadway Avenue. While the federal grant money for the security fence is not a typical "special circumstance or condition" that is "peculiar to the land or building," the fact that the federal government has deemed this property to be subject to a high enough threat level to qualify for this type of funding is unique. And while there does not appear to have been any specific threats to the applicant's property to date, staff acknowledges that receiving money from the Homeland Security Department for the

purpose of preemptively protecting the property against threats that have occurred against similar institutions in other parts of the country is compelling evidence that a reasonable threat exists for which the requested fence could reasonably mitigate. As such, accepting this federal grant as a special circumstance will create, at most, a very narrow precedent not likely to be applicable to most properties in Town. Staff would further clarify that properties that merely have religious institutions located on them would not meet this special circumstance.

2. ***Not result of applicant.*** *The special circumstances and conditions have not resulted from any willful modification of the land or building.*

Complies. The recent national increase in threats to religious institutions, and to Jewish institutions in particular, is not a condition that is the result of the applicant. And while the applicant did take action to apply to the Homeland Security Department for the grant, this action was, itself, driven by the need to respond to potential external threats not of the applicant's making.

3. ***Strict application deprives reasonable use.*** *The special circumstances and conditions are such that strict application of the regulation sought to be varied would create a hardship on the applicant far greater than the protection afforded to the community.*

Complies. Staff finds that strict application of the 4' fence height standard on the subject lot would create a hardship on the applicant greater than the protection afforded the community. Variances are a balance between the reasonable use of the property and the Town's desire to meet the intent of the LDRs. The LDRs recognize that fences are used for many purposes, such as to increase privacy, to delineate property boundaries, to ensure the safety of children and pets, and for personal security. The LDRs also recognize that fences can have negative impacts on neighbors and the community if they are too tall, improperly located, or built with undesirable materials. In this case, the applicant has largely mitigated most potential negative impacts by selecting a fence that is of high-quality iron construction and mostly transparent. Even so, as discussed in the next finding (Finding #4), staff finds that additional conditions are necessary to fully protect the public's interest in this case.

4. ***Minimum Variance.*** *The variance sought is the minimum variance necessary to provide balance between the purpose of the regulation sought to be varied and its impact on the applicant.*

Complies as conditioned. Staff finds that increasing the allowed fence height from 4' to 6' on both side property lines (east and west boundaries) is reasonable and does not require additional mitigation because the fence is mostly transparent and will not significantly block views or light into neighboring properties. However, staff finds that locating a 6' fence on the front property line (or 1' from the edge of sidewalk, whichever is greater) on the Broadway and Deloney frontages would negatively impact the public and is not necessary to provide the desired security benefit to the applicant. Consequently, staff is recommending a condition of approval that the proposed fence must be located a minimum of 5' from both property frontages to provide visual relief to the public from the taller fence. Staff is also recommending as a condition that the fence must be of the iron, transparent type shown in the application.

5. ***Not injurious to neighborhood.*** *The granting of the Variance will not be injurious to the neighborhood surrounding the land where the Variance is proposed, and it is otherwise not detrimental to the public welfare.*

Complies as conditioned. Staff finds that granting the variance as conditioned will not be injurious to the neighborhood. Allowing a 6' fence on the side property lines is consistent with the fence height

standards that apply in all of the Town's residential districts, thus staff finds that this same standard can work as well in the more commercial setting of the applicant's property, especially if the fence is conditioned to be an iron, transparent fence. And, if the iron fence is set back at least 5' from the two street frontages on Broadway and Deloney, then staff finds that this greater setback will protect the public using the ROW from any negative impacts of the taller fence.

6. ***Consistent with the LDRs.*** *The granting of the Variance is consistent with the general purpose and intent of the Land Development Regulations.*

Complies as conditioned. Staff finds this variance, as conditioned, to be inconsistent with the general intent of the Land Development Regulations.

ATTACHMENTS

Applicant Submittal
Departmental Reviews

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of Item P20-233, a Variance to the 4-foot height maximum for fences in a street yard and side yard in the CR-1 zone to allow a 6-foot security fence for the property addressed as 265 East Broadway Avenue subject to the Land Development Regulations, the department reviews attached to this staff report dated April 2, 2021, and the following conditions of approval.

1. The 6' fence shall be constructed of black iron and be of a transparent design as shown in the applicant's submittal. Any changes to this fence design shall be approved by the Planning Director prior to installation of the fence.
2. The 6' iron fence shall be located at least 5' from the street property lines on East Broadway and Deloney Avenues.

SUGGESTED MOTION

Based upon the findings for a Variance as presented in the staff report related to 1) Special conditions and circumstances exists; 2) Not result of applicant; 3) Strict application deprives reasonable use; 4) Minimum Variance; 5) Not injurious to neighborhood; and 6) Harmony with LDRs as presented by the applicant and staff for Item P20-233, I move to **approve** a Variance to the 4-foot height maximum standard for fences in the street yard and side yard in the CR-1 zone to allow a 6-foot security fence for the property addressed as 265 East Broadway Avenue, subject to the departmental reviews attached to this staff report dated April 2, 2021, and the following conditions of approval:

3. The 6' fence shall be constructed of black iron and be of a transparent design as shown in the applicant's submittal. Any changes to this fence design shall be approved by the Planning Director prior to installation of the fence.
4. The 6' iron fence shall be located at least 5' from the street property lines on East Broadway and Deloney Avenues.



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
 P.O. Box 1687 | www.townofjackson.com
 Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
 Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Security Fence for Chabad Lubavitch Wyoming
 Physical Address: 265 E. Broadway
 Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: Chabad Lubavitch of Wyoming Phone: (307) 413-6123
 Mailing Address: PO Box 9818 ZIP: 83002
 E-mail: rabbizalman@jewishwyoming.com

APPLICANT/AGENT.

Name: Raizy Mendelsohn Phone: (307) 413-7709
 Mailing Address: PO Box 9818 ZIP: 83002
 E-mail: raizy@jewishwyoming.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	_____ Map Amendment
☒ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title

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Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Shneur Mendelsohn

Name Printed

Date

12/28/20
Director

Title

Chabad Lubavitch of Wyoming applied for and received a grant from Homeland Security (Project ID NSGP CL NSG19) for the purpose of securing the perimeter of 265 E. Broadway that serves as both a temple for local Jackson residents of the Jewish faith and a residence for the Rabbi (Zalman Mendelsohn) and family. The agreement between Wyoming Homeland Security and Chabad Lubavitch of Wyoming, Inc calls for construction of a 6 ft high fence around the property with electric gates at the access points on Delony and Broadway and the installation of a surveillance system to monitor the property.

The grant application cites the unusual instance where the building provides both a temple of worship and shelter for the Rabbi and his family. This special circumstance requires some degree of security for both the community congregants and the family. Installation of fencing would secure the perimeter and discourage unwanted intrusions. Thus, we are proposing to secure the property's perimeter with a 6 ft high ornamental iron fence of neutral color (to be agreed upon in consultation with the Town) with 3 or 4" spacing between the rails. After consultation with Paul Anthony we learned that Jackson Zoning rules dictate that the height of the fence be no taller than 4 ft. In addition setbacks along Delony and W. Broadway are specified at 13.5 ft. This distance severely invades the property and limits its use. At the suggestion of Mr. Anthony we are seeking relief from this restriction so that 6 ft high fencing can be erected around the perimeter of the property at a distance of 1 ft from the sidewalk on Broadway and 1 ft from the property line on Delony. This will provide the security and safety requested and agreed to by Homeland that is not available from a 4 ft fence. An example of the proposed fencing is included below.

The adjacent property to the West on Broadway is set back 12.5 ft from the street and its Eastern border is enclosed by a fence that is over 6 ft tall. While we recognize that no permits are required for installing the fence we do understand that a variance is needed to initiate this project. Accordingly we are seeking such relief.



CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



MAJESTIC™

Modern Beauty

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail

Written Response to Findings for Approval of a Variance 8.8.2

We seek relief from the current LDR restricting the height of an installed fence to 4'.

A. Purpose:

The purpose of a variance is to seek permission for construction of a 6' high fence to secure the perimeter of the property known as 265 E. Broadway.

B. Applicability:

The variance is sought for the purpose of providing protection for the Synagogue and residence of the Rabbi and his family who reside at this address.

C. Findings for Approval:

- 1] The property as currently situated is readily accessed without control from all sides. In addition, there are two vehicular access points from W. Broadway and Delony.
- 2] Unrestricted access results from the flat nature of the property along with the lack of fencing.
- 3] Strict application of current regulations would not provide adequate protection as proposed by installation of 6' fencing and access gates.
- 4] The variance sought requests an increase of 2' in height from the current governance of 4'. Anything less would not provide sufficient height to deter unwanted access to the property.
- 5] Granting of the variance would allow installation of ornamental fencing that would not impact the neighborhood which is Commercial in nature.
- 6] Granting of this Variance would not impact the visual appearance of the property and in that respect this request is consistent with the intent of the LDRs.

D. Effect:

We understand that issuance of a variance shall only be used for this property.

E. Expiration:

Issuance of this variance shall only be good for a period of one year during which time the proposed enclosure shall be constructed.

F. Review Process:

The review process and all deadlines as described in section 8.8.2 on page 8-71 of Administrative Procedures will be adhered to.

Appendix: Please find a copy of the Agreement and Grant Authorization between Wyoming Homeland Security and Chabad Lubavitch of Wyoming.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CHABAD LUBAVITCH OF WYOMING INC.**

Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Nonprofit Security Grant Program (NSGP) Grant Fiscal Year 2019

Subrecipient:	Chabad Lubavitch of Wyoming Inc.
DUNS #	079903708
Award Amount:	\$100,000.00
Period of Performance:	November 1, 2019 through July 1, 2022
CFDA #:	97.008
DHS Grant Code:	EMW-2019-UA-00046
Project ID:	19-NSGP-CL-NSG19

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and Chabad Lubavitch of Wyoming Inc. (Subrecipient), whose address is: 265 E. Broadway, Jackson, WY 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall build and sustain core capabilities, strengthen governance integration between private nonprofit entities and Federal, state and local governments, and encourage a whole community approach to security and emergency management through the preparedness activities of Cheyenne Hills Church through security enhancement and training.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2019 Nonprofit Security Grant Program. The program is authorized by section 2003 of the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 107-296.
4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through July 1, 2021. All services shall be completed during this term.

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

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this

Agreement by this reference. Total payment under this Agreement shall not exceed one hundred thousand dollars (\$100,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

- B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** Except as otherwise provided in this Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with the Subrecipient's performance and compliance with all of Subrecipient's obligations under this Agreement.

6. **Responsibilities of Subrecipient.**

- A. Subrecipient agrees to be familiar and comply with the Fiscal Year 2019 Nonprofit Security Grant Program (NSGP) Notice of Funding Opportunity (NOFO), incorporated herein by this reference, which can be found at https://www.fema.gov/media-library-data/1555009440678-8c53df465068047205697ceb04ce2be2/FY_2019_NSGP_NOFO_FINAL_508.pdf
- B. **Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- C. **Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. The Point of Contact

Information Form is incorporated into this Agreement by this reference. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

D. Procurement. Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

E. Equipment.

- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
- (ii) Subrecipient shall maintain property records for all equipment purchased with NSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Agreement.

F. Closeout.

- (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to:

specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.
- D. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal

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

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

9. **General Provisions.**

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

- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Agreement.** This Grant Award Agreement, consisting of twelve (12) pages; Attachment A, Project Description, consisting of one (1) page; the Fiscal Year 2019 Nonprofit Security Grant Program (NSGP) Notice of Funding Opportunity (NOFO), consisting of twenty (20) pages; and the Point of Contact Information Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. **Indemnification.** The Subrecipient shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's failure to perform any of Subrecipient's duties and obligations hereunder or in connection with the negligent performance of Subrecipient's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's negligence or other tortious conduct.
- O. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- P. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. **Notice of Sale or Transfer.** The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Agreement, then the Agency may, at its discretion, terminate or renegotiate the Agreement.
- R. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer

programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- S. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- W. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- X. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Office of Homeland Security



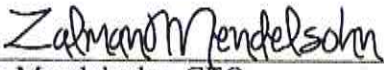
Lynn Budd, Director



Date

SUBRECIPIENT:

Chabad Lubavitch of Wyoming Inc.



Zalman Mendelsohn, CEO

August 19, 2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General



Date

Attachment A: Project Description

Chabad Lubavitch of Wyoming Inc.

Project ID: 19-NSGP-CH-NSG19

The following submitted project(s) have been approved for the Federal Fiscal Year 2019 U.S. Department of Homeland Security Nonprofit Security Grant Program. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Subrecipient must have an approved EHP prior to any work being completed.

AEL Code	Description	Amount
14SW-01-ALRM	Purchase and installation of allowable alarm system	\$1,000.00
14SW-01-VIDA	Purchase of security camera system, installation and allowable accessories	\$2,000.00
14SW-01-PACS	Purchase and installation of physical access control system, installation, and allowable accessories	\$4,000.00
14SW-01-WALL	Purchase and installation of a physical barrier for the perimeter of the property	\$50,000.00
14SW-01-DOOR	For the purchase and installation of impact resistant gates on the perimeter of the property	\$15,000.00
Training	For allowable and pre-approved security training for employees and congregants	\$8,000.00
Security Personnel	To contract with security personnel. The Subrecipient must sustain this capability in future years without NSGP funding. NSGP funds may not be used to purchase equipment for contracted security.	\$15,000.00
M&A	For allowable management and administration expenses. M&A costs are for activities directly related to the management and administration of the award. M&A expenses must be based on actual expenses or known contractual costs.	\$5,000.00

For questions regarding individual project allowability, the scope of an approved project, or the 2019 NSGP grant, please contact:

NSGP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

PLANNING

Project Number P20-233 Project Name p20-166Variance - Fence height Type VARIANCE Subtype Status STAFF REVIEW	Applied 12/29/2020 Approved Closed Expired Status
Applicant Raizy Mendelsohn Site Address 265 E BROADWAY AVENUE City JACKSON State WY Zip 83001	Owner CHABAD LUBAVITCH OF WYOMING, I Parcel No 22411627300005 General Plan

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder	APPROVED	12/30/2020	1/20/2021	1/20/2021	
Fire Kathy Clay		12/30/2020	1/20/2021		
Joint Housing Dept Stacy Stoker	NO COMMENT	12/30/2020	1/20/2021	1/12/2021	
Legal Lea Colasuonno	NO COMMENT	12/30/2020	1/20/2021	1/22/2021	
Parks and Rec Steve Ashworth		12/30/2020	1/20/2021		
Pathways Brian Schilling		12/30/2020	1/20/2021		
Planning Paul Anthony Please see staff report for Planning Department comments and analysis.	APPROVED W/CONDITI	12/30/2020	1/20/2021	3/31/2021	
Police Michelle Weber	NO COMMENT	12/30/2020	1/20/2021	1/4/2021	

Project Reviews

Report By: Paul Anthony

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Jeff Silliman (1/13/2021 12:06 PM JSIL) Variance – Engineering Comments	APPROVED W/CONDITI	12/30/2020	1/20/2021	1/13/2021	see notes

P20-233
ADDRESS: 265 E Broadway
OWNER: Chabad Lubavitch of Wyoming
APPLICANT: Raizy Mendelsohn

January 13, 2021
Jeff Silliman, 733-3079

DATE OF SUBMITTAL: 1/4/2021
DATE OF MATERIALS:
REVISION NO.:

The engineering division has reviewed your application for a Variance submitted on and with application materials as dated above.

*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

- 1) Memo in application mentions a fence to be offset 1-foot from the sidewalk on Broadway.
- a. The fence needs to be set back 1 foot from the property line, not from the sidewalk.

START 12/30/2020 1/20/2021
Darren Brugmann