

Jackson Town Council Regular Meeting

August 1, 2022

6:00 PM

Town Council Chambers

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. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/81450638414?pwd=aEdaWGR3cUoyYmxvbHhKRHNiUW1Cdz09>

If the link does not work, join at zoom.com with Webinar ID **814 5063 8414** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **814 5063 8414** and Password: **83001**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations

1. Introduce New Employees: Jason Pitts - Transit Operations Manager, Samantha Pitts - IT Administrative Assistant, and Ford Conger - Public Works Administrative Intern

III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

A. Meeting Minutes

1. July 18, 2022 Workshop
2. July 18, 2022 Council Meeting

B. Disbursements

C. P22-151 Rally for Clean Water Temp Sign (Paul Anthony)

D. P22-153 Crossroads Temporary Sign (Paul Anthony)

E. P22-157 Art Fair Jackson Hole Temporary Sign (Paul Anthony)

F. P22-170 PCJH Rummage Sale Temporary Sign (Paul Anthony)

G. Special Event: Torah Parade (Carl Pelletier)

H. P22-125 175 E Broadway Shoring Easement (Brian Lenz)

I. Special Restriction at 850 W. Snow King Avenue (Stacy Stoker)

Please note that at any point during the meeting, the Mayor and Council 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.

- J. Professional Consulting Services - McLaurin (Tyler Sinclair)
- K. Grant Applications: Water and Wastewater Capital Projects (Floren Poliseo)

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

- A. Administration
 - 1. BUILD Grant Subrecipient Agreement (Larry Pardee)
 - 2. Core Services Vehicle Maintenance Facility GMP Contract (Johnny Ziem)
- B. Planning
 - 1. Item P22-066 - Request for a Subdivision Plat at 445 E. Kelly Avenue (Tyler Valentine) *To be continued.*

VI. RESOLUTIONS

- A. Resolution 22-17: Jackson Hole Airport Board FAA Grant (Riley Taylor)

VII. ORDINANCES

- A. Ordinance N: An Ordinance Amending the Zoning Designation of 460 East Broadway Avenue (second reading, Paul Anthony)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. PC Reappointments (Mayor Morton Levinson)
- C. BOE Reappointments (Mayor Morton Levinson)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. EXECUTIVE SESSION

Recess or Adjourn meeting to executive session 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).

XI. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

Jason Pitts Introduction

Jason Pitts will be our new Transit Operations Manager. He moved here from Salt Lake City, Utah. Jason brings with him a vast knowledge of the transportation industry and is excited to be joining our START Bus team. In his free time, he enjoys ATV riding, hiking, and spending quality time with family.

Ford Conger Introduction

Ford Conger joined the team as a Public Works administrative intern. He graduated from the University of South Carolina with a degree in Political Science with focus on local government. Ford is a huge college football fan but is stuck rooting for the underachieving Gamecocks each fall. He is also an avid fly fisherman and says he will be fishing the Elk Refuge for opening day today where he will likely miss fish left and right if he's not tangled in the bushes instead. Ford is excited to join a great team at Public Works and looks forward to helping where he can.

Samantha (Sam) Pitts

Samantha (Sam) Pitts is joining us as our new I.T. Administrative Assistant. She has previous experience working as an Engineering Administrative Assistant, Senior Office Specialist, and Human Resources Liaison among many other customer service rolls. Sam is from Salt Lake City, Utah and enjoys hiking, indoor rock climbing, and skydiving. She is also a hairstylist and loves getting to know people this way. She is excited to be joining our Town of Jackson team and is looking forward to meeting everyone.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 18, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. *Virtually*: Jessica Sell Chambers.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Michael Palazzolo, Carl Pelletier, Floren Poliseo, Johnny Ziem, Susan Scarlata, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Director Updates. Steve Ashworth and Tyler Sinclair gave updates on behalf of the Parks and Recreation and Community Development Departments, respectively.

Title 2: Personnel. Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to: 1. revise Jackson Municipal Code Title 2 with respect to the policy question presented as recommended by staff; 2. revise the Title for technical matters identified by staff; and 3. bring back a full revised draft of the Title for Council consideration at a future meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

Lodging and Short Term Rentals. Tyler Sinclair and Paul Anthony made staff comment. Council held discussion with staff. Julien Hass, Anna Olson, Mark Barron, Tim O’Donoghue made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to continue the item to the next available meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

Adjourn. A motion was made by Jim Rooks and seconded by Jonathan Schechter to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously. The meeting adjourned at 3:50 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: July 27, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 18, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. *Via Zoom:* Jessica Sell Chambers.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Carl Pelletier, Johnny Ziem, Susan Scarlata, Michelle Weber, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Mayor Morton Levinson recited the Pledge of Allegiance and recognized the Dancer's Workshop 50th Anniversary for the continued contributions to the Jackson community.

Public Comment. Rebecca Bextel, Bob Lenz, and Claire Stumpf made public comment.

Consent Calendar. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the consent calendar including items A-F as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the July 5, 2022 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 3 CREEK HOA \$6,000.00; 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$2,807.86; AIRGAS INTERMOUNTAIN INC. \$216.17; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$88,985.03; ALPHAGRAPHICS \$5,742.90; ALTA PLANNING & DESIGN \$8,527.00; AMAZON \$40.98; AMERICAN TOWER CORPORATION \$8,880.00; ANTLER MOTEL, INC. \$440.00; APEX SAGE INC \$16,937.61; ARBOR WORKS TREE SERVICE, LLC \$3,000.00; ARCHITECTURAL BUILDING SUPPLY \$54.00; ARCHIVESOCIAL, INC. \$4,788.00; AT&T \$43.23; BIG R RANCH & HOME \$147.54; BLUE SPRUCE CLEANERS, INC. \$239.79; BRINKMAN CONSULTING, INC \$9,000.00; BRISTOL, JAMES \$159.00; CARQUEST AUTO PARTS INC. \$686.13; CASELLE INC. \$1,867.00; CAST \$220.00; CENTURYLINK \$193.70; CITY OF DRIGGS \$1,618.80; CIVICPLUS \$3,600.00; CLIMB WYOMING \$1,531.25; CONRAD & BISCHOFF INC. \$49,304.81; CORE & MAIN LP \$7,415.40; DAVID STUBBS \$1,000.00; DEAN'S PEST CONTROL LLC \$250.00; DYNAMIC CONTROLS, LLC \$4,820.70; E.R. OFFICE EXPRESS \$288.37; ECO-COUNTER INC \$4,405.00; ENERGY 1 \$338.00; ENERGY LABORATORIES INC. \$417.00; ETNA TRADE PARK LLC \$3,230.00; EVANS CONSTRUCTION INC \$189,267.31; EVIDENT \$570.00; FALL RIVER PROPANE \$1,110.00; FIGJAM ENTERPRISES, LLC \$500.00; FIRE SERVICES OF IDAHO \$125.00; FIRST TRANSIT \$15,180.77; FLEETPRIDE \$1,816.69; FREEDOM MAILING SERVICE INC. \$1,808.36; FRONTIER PRECISION, INC \$16,462.43; GERTA LLC \$2,400.00; GFOA \$170.00; GILLIG LLC \$2,259.60; GRAND TETON GUTTER \$5,335.00; GREENWAY PAINTING LLC \$6,481.63; GREENWOOD MAPPING INC. \$437.00; HACH CHEMICAL CO. \$522.35; HANDY PLUMBING LLC \$498.00; HIGH COUNTRY LINEN \$793.88; HIRST APPLGATE, LLP \$1,482.00; HUB INTERNATIONAL \$6,750.00; HUNT CONSTRUCTION INC \$38,311.96; IDAHO TRAFFIC SAFETY, INC. \$60,023.00; IMMIGRANT HOPE \$1,406.25; IVY OUTDOOR SERVICES LLC \$15,952.50; JACKSON CURBSIDE INC. \$2,110.00; JACKSON HOLE NEWS & GUIDE \$3,228.06; JACKSON LUMBER INC \$332.50; JH20 WATER CONDITIONING & FILTRATION \$69.00; JORGENSEN ASSOCIATES, PC \$6,457.50; KRIKOR ARCHITECTURE \$10,050.00; LAWNGEVITY \$58.75; LEGACY PHILANTHROPY WORKS \$4,500.00; LENZ, BOB \$575.25; LEXISNEXIS MATTHEW BENDER \$441.41; LOWER VALLEY ENERGY INC \$41,325.47; LSC TRANSPORTATION CONSULTANTS, INC \$2,205.00; M. NEILS ENGINEERING, INC \$1,184.00; MACY'S SERVICES \$2,500.00; METROQUIP INC \$97.96; MOBILITY FOREFRONT LLC \$70,000.00; MORILLON-ARELLANO, SHELLIE \$527.88; MSC INDUSTRIAL SUPPLY CO \$589.28; MUSGROVE ENGINEERING, PA \$8,500.00; NAPA AUTO PARTS INC. \$228.16; NELSON ENGINEERING \$19,802.47; ONE CALL OF WYOMING \$403.50; PITTS, JASON \$481.05; PREMIER TRUCK- SALT LAKE CITY \$2,965.82; PROTERRA \$800.64; QUADIENT FINANCE USA, INC \$932.96; QUADIENT LEASING USA, INC. \$468.69; R & A SAFETY LLC \$939.72; REES, DAVID \$155.00; REYNOLDS, JANA \$75.00; ROBINSON, ROXANNE DEVRIES \$172.99; RUI INC. DBA VILLAGE GARDNER \$989.88; SAFELITE FULFILLMENT INC \$919.82; SAFETY-KLEEN SYSTEMS, INC. \$289.23; SCHAEFFER MFG. CO \$3,638.80; SCHOW'S TRUCK CENTER -\$545.70; SHERWIN-WILLIAMS CO. \$1,957.80; SILVERSTAR \$4,435.64; SJOBERG, HANNA \$10.00; SMITH POWER PRODUCTS, INC. \$896.86; SMITH, PHILLIP \$250.00; SNAKE RIVER EXCAVATION \$7,000.00; SNAKE RIVER MEP COMPLETE, INC \$3,690.06; SNAKE RIVER ROASTING \$207.90; SPRING CREEK ANIMAL HOSPITAL \$314.54; SPSC POA - SOUTH PARK SERVICES CTR POA \$300.09; STAGE STOP INC \$300,000.00; STANARD & ASSOCIATES, INC \$73.50; STEVE POLICAR LLC \$23,200.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; SWICEGOOD, WYATT \$126.57; TAYLOR, RILEY \$199.32; TEAM LABORATORY CHEMICAL CORP \$897.50; TETON COUNTY

CLERK \$150,476.08; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$31.00; TETON COUNTY PLANNING & BUILDING \$6,363.15; TETON COUNTY PUBLIC WORKS \$89,392.20; TETON COUNTY SHERIFF'S-JAIL \$648.00; TETON COUNTY-FUND 10 \$94,834.97; TETON COUNTY-FUND 13 \$154,833.30; TETON COUNTY-FUND 19 \$1,679.65; TETON MOTORS INC \$2,652.29; TETON TRASH REMOVAL, INC. \$49.00; TETON YOUTH & FAMILY SERVICES \$64,062.50; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$911.82; TMSC LLC \$1,632.00; TREES, CALI \$1,000.00; TRIBECH SOFTWARE SYTEMS \$2,957.33; TRIHYDRO CORPORATION \$22,514.00; VALLEY OFFICE SYSTEMS \$422.09; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; W.A.R.M. PROPERTY INSURANCE \$720.20; WAM \$12,562.00; WAMCAT \$75.00; WESTBANK SANITATION \$1,103.75; WESTERN STATE \$103.98; WHITE GLOVE CLEANING, INC. \$3,278.13; WILSON HARDWARE \$638.68; WILSON, JOHN \$2,200.00; WY WORKERS' SAFETY & COMP \$16,879.44; WYOMING LAW ENFORCEMENT \$232.00; WYOMING LAW ENFORCEMENT ACADEMY \$310.00; WYOMING RETIREMENT SYSTEM \$190,894.44; Y2 CONSULTANTS, LLC \$352.50; YELLOW IRON EXCAVATION, LLC \$1,050.00

- C. **Special Event: Hope in Action.** To approve the special event application made by The Nature Conservancy, Wyoming Chapter for the Hope in Action: Wyoming's Response to Climate Change event subject to the conditions and restrictions listed in the staff report dated July 18, 2022.
- D. **Special Event: Art Walk.** To approve the special event application made by Horizon Fine Art Gallery for their "Art Walk" outdoor artist demonstrations on July 21, 2022 subject to the conditions and restrictions listed in the staff report.
- E. **License Agreement and Thaw Well Utility Easement – 1540 Martin Lane.** To approve an Irrevocable License Agreement and a Thaw Well Infrastructure Easement Agreement for 1540 Martin Lane for the installation of a new thaw well utility, subject to any minor staff revisions.
- F. **Access and Maintenance Easement – 155 Center Street.** To approve the Access Easement with SUGA Properties of 155 Center Street, subject to any minor staff modifications.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

June Municipal Court Report. Council held discussion. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to accept the report into record. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

BUILD Grant LOA with Teton County. Larry Pardee and Bruce Abel made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Amendment No. 2 to the Teton Mobility Corridor Improvements Project Funding Partners' Letter of Agreement for Build Grant Administration & Project Component Design and Management Consultant and authorize the Mayor to execute it, subject to minor changes required by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

Flat Creek Apartments/400 West Snow King. April Norton and Larry Pardee made staff comment. Council held discussion with staff. Claire Stumpf and Rebecca Bextel made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the following documents related to Flat Creek Apartments located at 400 W. Snow King Avenue:

- Long-term Ground Lease Agreement
- Memorandum of Understanding between the Town and Teton County specifying control of Town assets contributed to the Housing Authority for Flat Creek Apartments.
- A Notice of Ground Lease.
- A Ground Lease Assignment and Assumption Agreement between the Town, Jackson/Teton County Housing Authority Board, and Flat Creek Apartments, LLC.
- Ground Lessor Estoppel and Consent from the Town to First Republic Bank.

Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

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

Ordinance N: An Ordinance Amending the Official Zoning District Map to Change the Zoning Designation of 460 East Broadway Avenue

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, AND 1251; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 1.67 ACRES OF LAND ADDRESSED AS 460 EAST BROADWAY AVENUE AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY-2 TO PUBLIC/SEMI-PUBLIC (P22-053); AND ESTABLISHING AN EFFECTIVE DATE.

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

Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance N on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

Matters from Mayor and Council. Council discussed the 910 Scott and 915 Simon housing project. Council discussed the SPET process.

Town Manager's Report. Larry Pardee made staff comment. Council held discussion with staff. The report contained an update on Law Enforcement EBikes and an upcoming meeting with WYDOT. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously. The meeting adjourned at 7:25 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: July 27, 2022

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
7072	120WATER	31000	PUBLIC WATER SYSTEM PROG	05/31/2022	14,080.00	.00	
Total 7072:					14,080.00	.00	
425	ACE EQUIPMENT & SUPPLY	173980	GUTTER BROOM SER, ELGIN G	07/14/2022	4,919.09	.00	
Total 425:					4,919.09	.00	
51	ACE HARDWARE	785008	PIPE,PRIMER,COUPLE,ADAPTE	06/06/2022	54.43	.00	
51	ACE HARDWARE	788254	RULE TAPE,WRENCH,BLOWER	06/28/2022	355.98	.00	
51	ACE HARDWARE	788570	MARK PAINT,EXT,BLADES	06/30/2020	235.89	.00	
51	ACE HARDWARE	789580	VELCORO	07/09/2022	9.96	.00	
Total 51:					656.26	.00	
6686	Allegiance Benefit Plan Manage, I	07/14/2022	claims 07.14.22	07/14/2022	13,939.35	13,939.35	07/21/2022
6686	Allegiance Benefit Plan Manage, I	072122	claims 07.18.22	07/21/2022	6,454.97	6,454.97	07/21/2022
Total 6686:					20,394.32	20,394.32	
5726	AMAZON	062922	ACH overpayment on 06.29.22	06/29/2022	1,308.01-	.00	
5726	AMAZON	1CGG-RDJR-J	POWER CLEANER	07/20/2022	190.76	.00	
Total 5726:					1,117.25-	.00	
1783	AT&T	287259163099	charges for account 28725916309	07/08/2022	1,067.33	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	07/12/2022	43.23	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	07/11/2022	251.88	.00	
Total 1783:					1,362.44	.00	
7071	WYOMING DEPARTMENT OF E	071922	EMERGENCY ECONIMIC FUEL	06/30/2022	39.09	.00	
Total 7071:					39.09	.00	
6727	BRIGGS, ERIC L	13100	TOOLS	03/10/2022	12.90	.00	
6727	BRIGGS, ERIC L	13104	TOOLS	03/10/2022	199.60	.00	
6727	BRIGGS, ERIC L	13507	TOOLS	03/29/2022	39.90	.00	
6727	BRIGGS, ERIC L	15731	TOOLS	07/07/2022	457.20	.00	
6727	BRIGGS, ERIC L	15733	TOOLS	07/07/2022	45.95	.00	
6727	BRIGGS, ERIC L	15897	TOOLS	07/14/2022	66.95	.00	
6727	BRIGGS, ERIC L	15902	TOOLS	07/14/2022	79.95	.00	
6727	BRIGGS, ERIC L	16048	TOOLS	07/21/2022	94.25	.00	
6727	BRIGGS, ERIC L	16053	TOOLS	07/21/2022	178.80	.00	
6727	BRIGGS, ERIC L	16054	TOOLS	07/21/2022	11.50	.00	
6727	BRIGGS, ERIC L	16056	TOOLS	07/21/2022	18.00	.00	
Total 6727:					1,205.00	.00	
5996	BRIGHTLY	INV-118817	WEB-BASED TRAINING	06/30/2022	6,802.00	.00	
Total 5996:					6,802.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7073	BUCHKI STRUCTURAL ENGINE	393	155 E PEARL	07/12/2022	2,990.00	.00	
Total 7073:					2,990.00	.00	
6051	CARPETS PLUS COLORTILE	8226	CARPET	07/14/2022	7,200.00	.00	
Total 6051:					7,200.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-575803	BRAKES	07/07/2022	98.58	.00	
5	CARQUEST AUTO PARTS INC.	6090-577151	BELT	07/16/2022	56.76	.00	
5	CARQUEST AUTO PARTS INC.	6090-577228	MICRO BLT	07/16/2022	57.53	.00	
5	CARQUEST AUTO PARTS INC.	6090-577781	2018 CHEVY TAHOE BRAKES	07/21/2022	101.36	.00	
5	CARQUEST AUTO PARTS INC.	6090-577881	BELT	07/21/2022	242.04	.00	
5	CARQUEST AUTO PARTS INC.	6090-577921	ROTOR	07/22/2022	231.10	.00	
Total 5:					787.37	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	07/13/2022	42.72	.00	
544	CENTURYLINK	P-307-111-505	307-111-5050 246m	07/07/2022	2,076.33	.00	
Total 544:					2,119.05	.00	
6257	CERTIFIED LABORATORIES	7769587	XTREME ALL SEASON	06/30/2022	1,309.05	.00	
6257	CERTIFIED LABORATORIES	7844539	OIL	06/29/2022	292.95	.00	
Total 6257:					1,602.00	.00	
4490	COBAN TECHNOLOGIES, INC	78876	IN CAR VIDEO	06/30/2022	23,170.00	.00	
Total 4490:					23,170.00	.00	
514	CONRAD & BISCHOFF INC.	IN-931514-22	MOBIL DELVAC	07/14/2022	238.50	.00	
514	CONRAD & BISCHOFF INC.	IN-940551-22	DSL FUEL 2 DYED ULS	07/18/2022	40,798.45	.00	
Total 514:					41,036.95	.00	
6475	CONVERGEONE, INC	IE9093542	PRODUCT AND SOFTWARE	06/30/2022	92,795.25	.00	
Total 6475:					92,795.25	.00	
1691	CORE & MAIN LP	R005688	GASKETS,NEOPRENE	07/07/2022	31,058.00	.00	
Total 1691:					31,058.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	40-30290	INISITE LITE	07/05/2022	1,440.00	.00	
Total 611:					1,440.00	.00	
65	DELCON INC	1055	INSTALL NEW REME HALO	06/30/2022	258.75	.00	
Total 65:					258.75	.00	
148	DELL	10596292099	VLA OFFICE	07/02/2022	34,464.10	.00	
Total 148:					34,464.10	.00	
7037	DICK ANDERSON CONSTRUCTI	2	PROFESSIONAL SERVICES MA	07/15/2022	34,504.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7037:					34,504.00	.00	
6667	DISCOUNT CELL, INC.	OE-02538	PANORAMA	06/27/2022	285.76	.00	
6667	DISCOUNT CELL, INC.	OE-25849	PANORAMA	07/06/2022	1,072.04	.00	
Total 6667:					1,357.80	.00	
6883	DIVISION OF CHILD SUPPORT	071422	DCSE CASE #0005405448	07/14/2022	509.23	509.23	07/14/2022
Total 6883:					509.23	509.23	
2934	DLT SOLUTIONS, INC.	S1571860	AutoDESK AUTO CAD	07/22/2022	7,964.72	.00	
Total 2934:					7,964.72	.00	
3408	E.R. OFFICE EXPRESS	19785	STAMP	07/12/2022	13.91	.00	
3408	E.R. OFFICE EXPRESS	19799	PAPER	07/12/2022	82.63	.00	
3408	E.R. OFFICE EXPRESS	19834	NOTEPADS	07/20/2022	17.39	.00	
Total 3408:					113.93	.00	
1134	ENERGY LABORATORIES INC.	464251	INFLUENT,EFFLUENT,CE;;S	04/09/2022	417.00	.00	
1134	ENERGY LABORATORIES INC.	479635	INFLUENT, EFFLUENT	06/17/2022	169.00	169.00	07/20/2022
1134	ENERGY LABORATORIES INC.	482822	INFLUENT, EFFLUENT	06/29/2022	169.00	169.00	07/20/2022
1134	ENERGY LABORATORIES INC.	485329	ANALYSIS PARAMETER	07/13/2022	201.00	.00	
1134	ENERGY LABORATORIES INC.	485510	INFLUENT, EFFLUENT	07/13/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	485511	ANALYSIS PARAMETER	07/13/2022	197.00	.00	
1134	ENERGY LABORATORIES INC.	487601	INFLUENT, EFFLUENT	07/19/2022	417.00	.00	
Total 1134:					1,739.00	338.00	
4556	ENTERSECT	522EP31284	YEARLY CONTRACT	05/31/2022	1,000.00	.00	
Total 4556:					1,000.00	.00	
81	EVANS CONSTRUCTION INC	7666	SPRING PATCHING RETAINAGE	07/11/2022	9,961.44	.00	
Total 81:					9,961.44	.00	
7068	FINLEY, MILES	072022	REFUND BAIL CASE 22-07-0024	07/20/2022	500.00	500.00	07/20/2022
Total 7068:					500.00	500.00	
4294	FIRE SERVICES OF IDAHO	12470107	SERVICE @ HOME RANCH	06/30/2022	125.00	.00	
Total 4294:					125.00	.00	
4709	FLEETPRIDE	100573647	DOC CUMMINS	06/30/2022	4,026.35	.00	
4709	FLEETPRIDE	100601480	PURGE VALVE	07/01/2022	910.64	.00	
4709	FLEETPRIDE	100723760	DASH VALVE	07/08/2022	247.48	.00	
4709	FLEETPRIDE	IDF015256	ALIGNMENT	07/13/2022	556.10	.00	
4709	FLEETPRIDE	IDF015327	alignment	07/14/2022	458.00	.00	
Total 4709:					6,198.57	.00	
6844	GE SOFTWARE	207362	FUEL SITE MODULE	06/30/2022	80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6844:					80.00	.00	
4212	GILLIG LLC	40935975	HOSE ASM, HOSE	07/06/2022	229.76	.00	
4212	GILLIG LLC	40938160	WINDSHIELD	07/13/2022	4,130.82	.00	
4212	GILLIG LLC	40938660	GAUGE	07/14/2022	51.94	.00	
4212	GILLIG LLC	40939330	CLAMP	07/18/2022	207.29	.00	
4212	GILLIG LLC	4094012	WINDSHIELD	07/20/2022	688.47	.00	
Total 4212:					5,308.28	.00	
6551	GWALTNEY, WOODROW	063022	REIMBURSE DOT PHYSICAL	06/30/2022	155.00	.00	
Total 6551:					155.00	.00	
93	HACH CHEMICAL CO.	13126641	BUFFER SOLN BLUE & RED, &	07/05/2022	40.87	.00	
Total 93:					40.87	.00	
4988	HD FOWLER COMPANY	16141473	V-PLUG	07/05/2022	157.20	.00	
Total 4988:					157.20	.00	
96	HIGH COUNTRY LINEN	0322036	MATS @ ANIMAL SHELTER	06/22/2022	74.51	.00	
96	HIGH COUNTRY LINEN	S0327525	BLUE WINDSHIELD	07/19/2022	65.00	.00	
Total 96:					139.51	.00	
7069	HORSLEY, TODD	72122	TRAVEL REIIMBURSE	07/21/2022	1,734.36	.00	
Total 7069:					1,734.36	.00	
4044	IDAHO FALLS PETERBILT	614117	HUB CAP	06/29/2022	509.64	.00	
4044	IDAHO FALLS PETERBILT	615163	VALVE	07/11/2022	148.18	.00	
Total 4044:					657.82	.00	
106	INTERSTATE BATTERY	22253803	BATTERIES	07/05/2022	100.95	.00	
106	INTERSTATE BATTERY	22253853	BATTERIES	07/11/2022	100.95	.00	
106	INTERSTATE BATTERY	22253903	BATTERIES	07/18/2022	139.95	.00	
106	INTERSTATE BATTERY	22253985	BATTERIES	07/25/2022	649.75	.00	
Total 106:					991.60	.00	
2	JACKSON CURBSIDE INC.	00030121	DOWNTOWN RECYCLING	07/05/2022	1,405.00	.00	
Total 2:					1,405.00	.00	
131	JACKSON HOLE NEWS & GUID	340787	AD#406495	06/22/2022	51.30	.00	
131	JACKSON HOLE NEWS & GUID	340787	AD#406495	06/22/2022	59.86	.00	
131	JACKSON HOLE NEWS & GUID	341539	AD#407358	07/06/2022	81.00	.00	
131	JACKSON HOLE NEWS & GUID	341674	AD#407528	07/13/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	341675	AD#407692	07/13/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	341764	AD#407359	07/13/2022	261.00	.00	
131	JACKSON HOLE NEWS & GUID	341765	AD#407563	07/13/2022	517.50	.00	
131	JACKSON HOLE NEWS & GUID	341908	AD#407723	07/20/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	341909	AD#407722	07/20/2022	410.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 131:					2,612.26	.00	
114	JACKSON LUMBER INC	00000792522-	LATH	07/22/2022	115.50	.00	
114	JACKSON LUMBER INC	0000788677-0	JOINT COMPOUND,SHEETROC	07/19/2022	110.41	.00	
114	JACKSON LUMBER INC	0000789135-0	DRYWALL KNIFE SHEETORKC	07/13/2022	30.28	.00	
114	JACKSON LUMBER INC	0000791107-00	FURRING STRIPS AND CONST	07/19/2022	4.94	.00	
114	JACKSON LUMBER INC	0000791220-0	FAS POPLAR	07/19/2022	82.67	.00	
Total 114:					343.80	.00	
115	JACKSON PAINT AND GLASS, I	I126609	MILGARD WINDOWS	06/13/2022	1,039.94	.00	
115	JACKSON PAINT AND GLASS, I	I126610	GLASS SEWER PLANT	06/13/2022	678.00	.00	
Total 115:					1,717.94	.00	
239	JH20 WATER CONDITIONING &	I220721195	water @ WWTP	07/21/2022	69.00	.00	
Total 239:					69.00	.00	
3332	KILMER'S BG DISTRIBUTING	17970	DFC SUMMER	07/05/2022	1,884.00	.00	
Total 3332:					1,884.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14189	AA220065 DEDUCTBLE	07/13/2022	1,000.00	.00	
Total 2224:					1,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVE0130161	FILL VALVE	07/07/2022	313.88	.00	
Total 4380:					313.88	.00	
998	METROQUIP INC	916614	SET SCREW	07/21/2022	30.16	.00	
998	METROQUIP INC	P16554	SPROKET DRIVE CHAIN	07/19/2022	70.99	.00	
998	METROQUIP INC	P16567	DRIVE CHAIN	07/19/2022	79.55	.00	
998	METROQUIP INC	P16682	BEARING	07/25/2022	1,288.88	.00	
Total 998:					1,469.58	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5495826001	BUSHINGS,PLUG,BATTERY,CO	06/24/2022	417.64	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5519465001	contact cleaner	07/05/2022	304.53	.00	
Total 4623:					722.17	.00	
257	NAPAAUTO PARTS INC.	075945	FILTERS	07/01/2022	78.60	.00	
257	NAPAAUTO PARTS INC.	076245	OIL FILTER, NAPAGOLD	07/02/2022	44.63	.00	
257	NAPAAUTO PARTS INC.	076436	NAPA OIL	07/05/2022	96.43	.00	
257	NAPAAUTO PARTS INC.	076437	Filters	07/05/2022	12.57	.00	
257	NAPAAUTO PARTS INC.	077129	FILTERS	07/07/2022	197.60	.00	
257	NAPAAUTO PARTS INC.	077131	FILERS	07/07/2022	111.36	.00	
257	NAPAAUTO PARTS INC.	078015	AIR BRAKES	07/11/2022	38.92	.00	
257	NAPAAUTO PARTS INC.	079227	AIR CONDITIONING	07/15/2022	132.24	.00	
257	NAPAAUTO PARTS INC.	079417	BUTANE FUEL	07/16/2022	29.98	.00	
257	NAPAAUTO PARTS INC.	079790	SILENT GUARD	07/19/2022	43.99	.00	
Total 257:					786.32	.00	
187	NELSON ENGINEERING	58459	19-330-003 WELL EXPLORATIO	04/26/2022	2,720.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					2,720.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS458	SPRING GULCH LS GRINDER R	06/30/2022	16,570.87	.00	
Total 7070:					16,570.87	.00	
6483	PREMIER TRUCK- SALT LAKE C	775403906	CORE	07/25/2022	66.33	.00	
6483	PREMIER TRUCK- SALT LAKE C	775408725	SENSOR	07/08/2022	114.01	.00	
6483	PREMIER TRUCK- SALT LAKE C	775410725	SENSOR	07/15/2022	109.01	.00	
6483	PREMIER TRUCK- SALT LAKE C	775412601	SENSOR	07/21/2022	332.50	.00	
Total 6483:					621.85	.00	
4922	PREMIER VEHICLE INSTALLATI	37732	2022 FORD F150	03/21/2022	5,452.35	.00	
Total 4922:					5,452.35	.00	
6594	PROTERRA	1044192	DESICCANT PACK	07/12/2022	6,997.38	.00	
Total 6594:					6,997.38	.00	
6138	QA BALANCE SERVICES INC.	13620	service	04/05/2022	220.00	.00	
Total 6138:					220.00	.00	
6069	RAFTELIS	24164	R-1028WY21.02 JUNE	07/13/2022	712.50	.00	
6069	RAFTELIS	24164	R-1028WY21.02 JUNE	07/13/2022	712.50	.00	
Total 6069:					1,425.00	.00	
5950	RELENTLESS LLC - DESERT SN	12195	REGISTRATION VOTRUBA	07/12/2022	649.00	.00	
Total 5950:					649.00	.00	
4723	RON'S TOWING	22-22169	40 MCI BUS	07/20/2022	600.00	.00	
Total 4723:					600.00	.00	
2850	RT1 INC	071422	FLEET SHIPPING	07/14/2022	17.02	.00	
Total 2850:					17.02	.00	
6889	SAFELITE FULFILLMENT INC	05008-002058	SENSOR	07/19/2022	525.24	.00	
Total 6889:					525.24	.00	
4720	SILVERSTAR	54639 0822	54639 SERVICES	07/25/2022	2,696.18	.00	
4720	SILVERSTAR	654791 0822	INTERNET SERVICES	07/25/2022	869.73	.00	
Total 4720:					3,565.91	.00	
4699	SNAKE RIVER ROASTING	78990	COFFEE	07/12/2022	54.45	.00	
Total 4699:					54.45	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027441	ANIMAL CARE	07/07/2022	61.12	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027704	ANIMAL CARE	07/13/2022	40.13	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	625027752	RABIES	07/14/2022	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027943	ANIMAL CARE	07/18/2022	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027944	ANIMAL CARE	07/18/2022	502.76	.00	
1505	SPRING CREEK ANIMAL HOSPI	625028185	DENTAL	07/21/2022	1,175.27	.00	
1505	SPRING CREEK ANIMAL HOSPI	625028186	EXAMS	07/21/2022	88.34	.00	
1505	SPRING CREEK ANIMAL HOSPI	625028345	EXAMS	07/25/2022	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625028346	EXAMS	07/25/2022	31.59	.00	
Total 1505:					1,954.21	.00	
6902	TETON COUNTY PUBLIC WORK	12	BUILD GRANT	07/18/2022	22,945.74	.00	
Total 6902:					22,945.74	.00	
268	TETON MOTORS INC	205013780 1	COVER FOG STD	07/06/2022	97.59	.00	
268	TETON MOTORS INC	5102807 1	AIR FILTER	07/05/2022	83.55	.00	
268	TETON MOTORS INC	5103037 1	SL N HUB	07/20/2022	222.57	.00	
268	TETON MOTORS INC	5103050 1	PIPE	07/21/2022	89.95	.00	
Total 268:					493.66	.00	
270	TETON RENTAL CENTER	113320	TRIMMER HEAD	07/14/2022	28.00	.00	
Total 270:					28.00	.00	
3237	THE AFTERMARKET PARTS CO	82734005	WINDSHIELD	06/27/2022	1,960.72	.00	
Total 3237:					1,960.72	.00	
6692	The Lodge @ Jackson Hole	072122	DUI IMPACT PANEL ROOM	07/21/2022	366.00	.00	
Total 6692:					366.00	.00	
4046	TIMBERLINE CONCRETE	071122	TOWN YARD	07/11/2022	448.50	.00	
Total 4046:					448.50	.00	
6363	TMSC LLC	2022-006-5	TS BREAKER	06/29/2022	172.50	.00	
Total 6363:					172.50	.00	
777	UPPER CASE PRINTING INK	18488	WATER RATE NOTICE INSERT	07/07/2022	85.59	.00	
777	UPPER CASE PRINTING INK	18488	WATER RATE NOTICE INSERT	07/07/2022	85.59	.00	
Total 777:					171.18	.00	
3881	VALLEY OFFICE SYSTEMS	AR1083237	COPIER CONTRACT	07/22/2022	549.17	.00	
Total 3881:					549.17	.00	
1949	VERIZON WIRELESS	9910153881	MONTHLY SERVICES	07/01/2022	6,416.23	.00	
Total 1949:					6,416.23	.00	
3420	VISA	Admin 1 2963	Pinedale super center	06/23/2022	64.15	64.15	07/27/2022
3420	VISA	Admin 1 2963	Hilton	06/23/2022	218.00	218.00	07/27/2022
3420	VISA	Admin 1 2963	Hilton	06/23/2022	218.00	218.00	07/27/2022
3420	VISA	Admin 1 2963	Hilton	06/23/2022	218.00	218.00	07/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 1 2963	Hilton	06/23/2022	229.00	229.00	07/27/2022
3420 VISA		Admin 1 2963	pilot	06/23/2022	25.38	25.38	07/27/2022
3420 VISA		Admin 1 2963	usps	06/23/2022	1.56	1.56	07/27/2022
3420 VISA		Admin 1 2963	Hilton	06/23/2022	109.00	109.00	07/27/2022
3420 VISA		Admin 1 2963	indeed	06/23/2022	70.79	70.79	07/27/2022
3420 VISA		Admin 1 2963	loaf n jug	06/23/2022	32.52	32.52	07/27/2022
3420 VISA		Animal 2344 06	animal shelter supplies	06/23/2022	714.36	714.36	07/27/2022
3420 VISA		Finance 2179 0	smiths	06/23/2022	138.44	138.44	07/27/2022
3420 VISA		Finance 2179 0	we cater jh	06/23/2022	836.25	836.25	07/27/2022
3420 VISA		Finance 2179 0	coolworks	06/23/2022	159.00	159.00	07/27/2022
3420 VISA		Finance 2179 0	galls	06/23/2022	413.27	413.27	07/27/2022
3420 VISA		Finance 2179 0	vista print	06/23/2022	775.52	775.52	07/27/2022
3420 VISA		Finance 2179 0	amazon	06/23/2022	266.80	266.80	07/27/2022
3420 VISA		Finance 2179 0	ups	06/23/2022	301.08	301.08	07/27/2022
3420 VISA		Finance 2179 0	blauer manufacturing	06/23/2022	864.85	864.85	07/27/2022
3420 VISA		IT 6908 06/23/2	Portland labs	06/23/2022	90.00	90.00	07/27/2022
3420 VISA		IT 6908 06/23/2	GoDaddy	06/23/2022	189.98	189.98	07/27/2022
3420 VISA		IT 6908 06/23/2	amazon	06/23/2022	78.99	78.99	07/27/2022
3420 VISA		IT 6908 06/23/2	Garmin	06/23/2022	64.95	64.95	07/27/2022
3420 VISA		IT 6908 06/23/2	QuickBooks	06/23/2022	270.00	270.00	07/27/2022
3420 VISA		IT 6908 06/23/2	Portland labs	06/23/2022	90.00	90.00	07/27/2022
3420 VISA		IT 6908 06/23/2	spectrum	06/23/2022	99.99	99.99	07/27/2022
3420 VISA		IT 6908 06/23/2	amazon	06/23/2022	324.89	324.89	07/27/2022
3420 VISA		IT 6908 06/23/2	amazon	06/23/2022	1,740.34	1,740.34	07/27/2022
3420 VISA		IT 6908 06/23/2	Portland labs	06/23/2022	90.00	90.00	07/27/2022
3420 VISA		IT 6908 06/23/2	Portland labs	06/23/2022	90.00	90.00	07/27/2022
3420 VISA		IT 6908 06/23/2	spectrum	06/23/2022	99.99	99.99	07/27/2022
3420 VISA		IT 6908 06/23/2	amazon	06/23/2022	319.95	319.95	07/27/2022
3420 VISA		LT 2 1123 06/2	FedEx	06/23/2022	36.00	36.00	07/27/2022
3420 VISA		PD 3 0355 06/2	crye precision	06/23/2022	938.75	938.75	07/27/2022
3420 VISA		PD 3 0355 06/2	ups	06/23/2022	53.02	53.02	07/27/2022
3420 VISA		PD 3 0355 06/2	brownells	06/23/2022	389.20	389.20	07/27/2022
3420 VISA		PD 3 0355 06/2	amazon	06/23/2022	816.76	816.76	07/27/2022
3420 VISA		PD 3 0355 06/2	us tactical	06/23/2022	1,394.45	1,394.45	07/27/2022
3420 VISA		PD 3 0355 06/2	travel expenses	06/23/2022	473.63	473.63	07/27/2022
3420 VISA		PD 3 0355 06/2	travel expenses	06/23/2022	783.00	783.00	07/27/2022
3420 VISA		Planning 1 609	warehouse stamps	06/23/2022	51.90	51.90	07/27/2022
3420 VISA		Planning 1 609	amazon	06/23/2022	432.52	432.52	07/27/2022
3420 VISA		Planning 1 609	amazon	06/23/2022	261.88	261.88	07/27/2022
3420 VISA		Planning 1 609	MailChimp	06/23/2022	59.00	59.00	07/27/2022
3420 VISA		Planning 1 609	yeah buddy pizza	06/23/2022	100.06	100.06	07/27/2022
3420 VISA		Planning 1 609	the stamp maker	06/23/2022	18.70	18.70	07/27/2022
3420 VISA		Planning 1 609	amazon	06/23/2022	190.77	190.77	07/27/2022
3420 VISA		Planning 1 609	Casper star tribune	06/23/2022	9.99	9.99	07/27/2022
3420 VISA		Planning 2 610	travel expenses	06/23/2022	377.32	377.32	07/27/2022
3420 VISA		PW 1 8144 06/	bubba's	06/23/2022	80.00	80.00	07/27/2022
3420 VISA		PW 1 8144 06/	lowes	06/23/2022	699.52	699.52	07/27/2022
3420 VISA		PW 1 8144 06/	stencil	06/23/2022	105.00	105.00	07/27/2022
3420 VISA		PW 1 8144 06/	grainger	06/23/2022	572.88	572.88	07/27/2022
3420 VISA		PW 1 8144 06/	nationwide equipment	06/23/2022	830.50	830.50	07/27/2022
3420 VISA		PW 3 9688 06/	blindsmax	06/23/2022	313.74	313.74	07/27/2022
3420 VISA		PW 3 9688 06/	rad power bikes	06/23/2022	653.99	653.99	07/27/2022
3420 VISA		PW 3 9688 06/	blindsmax	06/23/2022	140.97	140.97	07/27/2022
3420 VISA		PW 3 9688 06/	rad power bikes	06/23/2022	39.99	39.99	07/27/2022
3420 VISA		Sergeant 1064	amazon	06/23/2022	480.54	480.54	07/27/2022
3420 VISA		Sergeant 1064	amazon	06/23/2022	805.52	805.52	07/27/2022
3420 VISA		Sergeant 1064	amazon	06/23/2022	290.93	290.93	07/27/2022
3420 VISA		Sergeant 1064	amazon	06/23/2022	256.71	256.71	07/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Sergeant 1064	amazon	06/23/2022	362.49	362.49	07/27/2022
3420	VISA	Sergeant 1064	amazon	06/23/2022	330.32	330.32	07/27/2022
3420	VISA	Sergeant 1064	travel expense	06/23/2022	171.30	171.30	07/27/2022
3420	VISA	Sergeant 1064	sp duck camp	06/23/2022	236.00	236.00	07/27/2022
3420	VISA	Sergeant 1064	amazon	06/23/2022	175.55	175.55	07/27/2022
3420	VISA	Sergeant 1064	amazon	06/23/2022	46.43	46.43	07/27/2022
3420	VISA	START 2 1214	smith	06/23/2022	83.52	83.52	07/27/2022
3420	VISA	START 2 1214	amazon	06/23/2022	77.10	77.10	07/27/2022
3420	VISA	START 2 1214	FedEx	06/23/2022	22.55	22.55	07/27/2022
3420	VISA	START 2 1214	ace hardware	06/23/2022	10.40	10.40	07/27/2022
3420	VISA	START 2 1214	staples	06/23/2022	58.77	58.77	07/27/2022
3420	VISA	START 2 1214	Albertson	06/23/2022	31.86	31.86	07/27/2022
3420	VISA	START 2 1214	ace hardware	06/23/2022	37.08	37.08	07/27/2022
3420	VISA	START 2 1214	staples	06/23/2022	35.98	35.98	07/27/2022
3420	VISA	START 2 1214	dollar tree	06/23/2022	36.55	36.55	07/27/2022
3420	VISA	START 2 1214	Creekside	06/23/2022	241.36	241.36	07/27/2022
3420	VISA	START 2 1214	er office	06/23/2022	154.26	154.26	07/27/2022
3420	VISA	START 2 1214	staples	06/23/2022	587.25	587.25	07/27/2022
3420	VISA	TC 1 1016 06/2	travel expenses	06/23/2022	532.64	532.64	07/27/2022
3420	VISA	VS 9126 06/23/	antler inn	06/23/2022	1,988.80	1,988.80	07/27/2022
3420	VISA	VS 9126 06/23/	if airport	06/23/2022	28.00	28.00	07/27/2022
3420	VISA	VS 9126 06/23/	Sheraton Dallas	06/23/2022	1,444.17	1,444.17	07/27/2022
3420	VISA	VS 9126 06/23/	sq Dallas	06/23/2022	102.00	102.00	07/27/2022
3420	VISA	VS 9126 06/23/	coca cola	06/23/2022	10.60	10.60	07/27/2022
3420	VISA	VS 9126 06/23/	staples	06/23/2022	229.85	229.85	07/27/2022
3420	VISA	VS 9126 06/23/	world nomads	06/23/2022	229.77	229.77	07/27/2022
3420	VISA	VS 9126 06/23/	united	06/23/2022	17.00-	17.00-	07/27/2022
Total 3420:					28,109.89	28,109.89	
4848	WAMCO LAB, INC.	14618	full effluent	07/08/2022	180.00	.00	
Total 4848:					180.00	.00	
2247	WATKINS, MARK	072122	MILEAGE REIMBURSEMENT FO	07/21/2022	76.05	.00	
Total 2247:					76.05	.00	
1640	WESTERN STATE	IN002076115	BROADWAY PUMP HOUSE	07/12/2022	728.42	.00	
Total 1640:					728.42	.00	
2802	WESTWOOD CURTIS	072222	RANCHER COMPLETE WTREET	07/22/2022	32,072.40	.00	
2802	WESTWOOD CURTIS	072222	RANCHER COMPLETE WTREET	07/22/2022	184,274.28	.00	
Total 2802:					216,346.68	.00	
3619	WY CHILD SUPPORT ENFORCE	071422	case #209790	07/14/2022	146.76	146.76	07/14/2022
Total 3619:					146.76	146.76	
504	WYDOT	070822	TRANSFER 5 REGISTRATIONS	07/08/2022	10.00	.00	
Total 504:					10.00	.00	
7071	WYOMING DEPARTMENT OF E	071922	PERMIT FOR THAW WELLS RE	06/30/2022	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7071:					1,000.00	.00	
1064	WYOMING DEPARTMENT OF H	I0014954	APRIL, MAY AND JUNE TESTIN	07/01/2022	240.00	.00	
Total 1064:					240.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2506	SPRINGS	07/13/2022	7,228.80	.00	
5788	WYOMING GARAGE DOOR, LLC	2507	CABLE SERVICE CALL	07/14/2022	523.50	.00	
Total 5788:					7,752.30	.00	
7065	WYOMING LAW ENFORCEMEN	C11646	FOOD AND LODGING FEE	06/17/2022	62.00	.00	
Total 7065:					62.00	.00	
5539	Y2 CONSULTANTS, LLC	18919	2016 PEARL/WILLOW	04/25/2022	1,686.25	.00	
Total 5539:					1,686.25	.00	
Grand Totals:					704,088.03	49,998.20	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-151 TEMPORARY SIGN PERMIT Rally for Clean Water	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Protect Our Water has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their Rally for Clean Water event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - o August 26 – September 9, 2022
- 255 W. Deloney Ave, Miller Park during
 - o August 26 – September 9, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of 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 is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - o August 26 – September 9, 2022
 - 255 W. Deloney Ave, Miller Park during
 - o August 26 – September 9, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-151) for Rally for Clean Water, including the three conditions of approval recommended by the Planning Director in this staff report dated August 1, 2022.

Temporary Sign Mockup:

- Size: Albertson's = 10ft x 12ft, Miller Park = 8ft x 10ft
- Material = Vinyl Banner with grommets
- Installation = Attached using most secure option at each location (e.g. industrial zip ties, nylon cord, bungees, sand bags/weights)





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Rally for Clean Water Physical Address of Event: Center for the Arts, 240 S Glenwood St., Jackson
Description of Event: Outreach and education event about local water quality with speakers in the auditorium and interactive displays in the lobby/lawn areas.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Protect Our Water Jackson Hole, P.O. Box 1014, Wilson, WY Phone: Wendy: 307.699.7659
E-mail: wendy@protectourwaterjh.org ZIP: 83014
meghan@protectourwaterjh.org - Exec. Director Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Miller Park tennis court fence</u>
Physical Address: <u>105 Buffalo Way, Jackson, WY</u>	Physical Address: <u>N. Millward St, Jackson, WY</u>
Dates of Display: <u>August 26 - Sept 9, 2022</u>	Dates of Display: <u>August 26 - Sept 9, 2022</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Wendy Hagedorn
Signature of Authorized Event Applicant
Wendy Hagedorn
Applicant Name Printed

June 13, 2022
Date
Marketing Director
Title

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-153 TEMPORARY SIGN PERMIT Gateway Church – Crossroads	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Gateway Church has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Crossroads event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - o August 7-13, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of 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 is approved for the following location:

- 105 Buffalo Way – Albertson's during:
 - o August 7-13, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

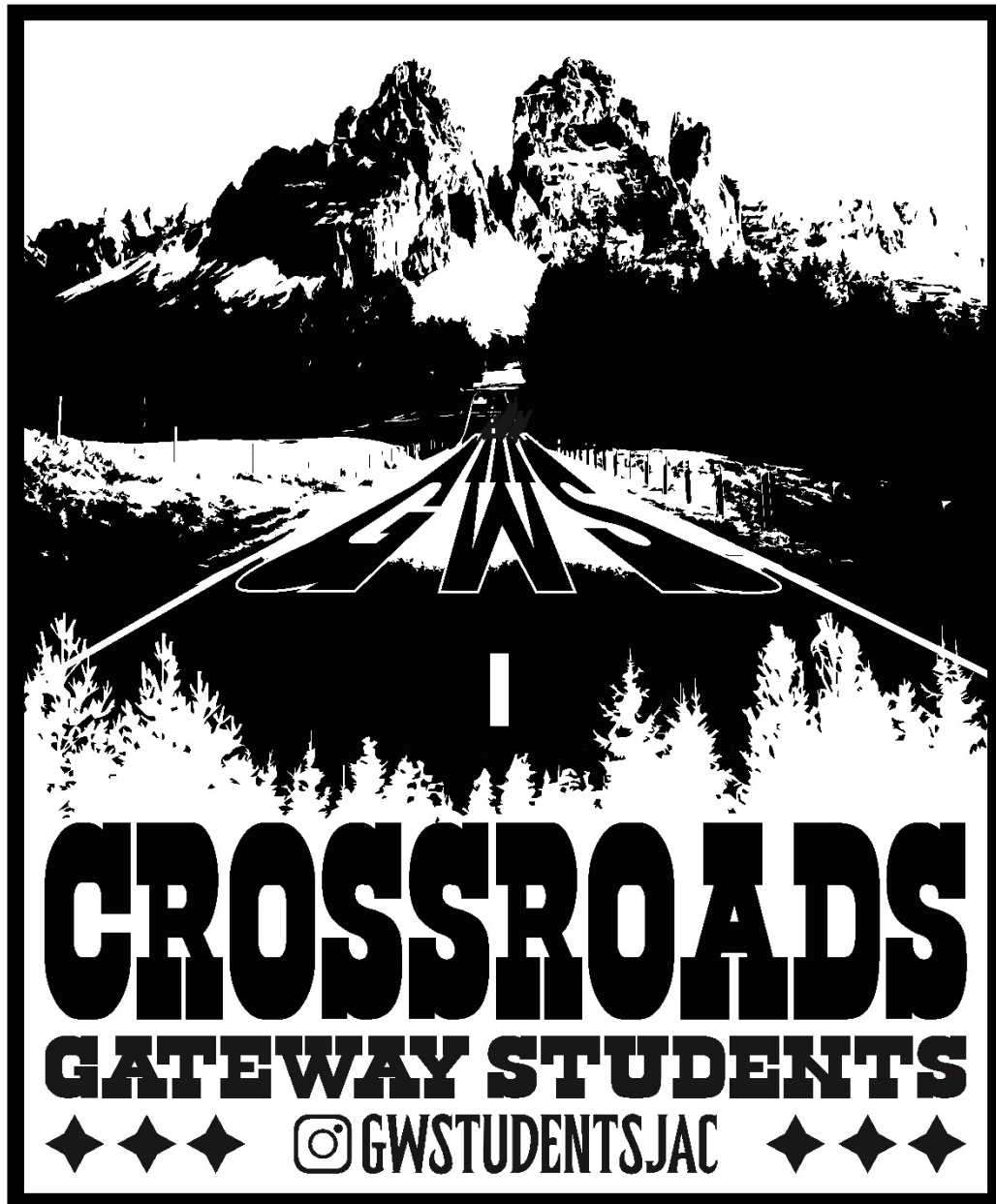
Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-153) for Crossroads, including the three conditions of approval recommended by the Planning Director in this staff report dated August 1, 2022.

Dimensions: 10'W x 12'L





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

**First, go to www.townofjackson.com/245/Temporary-Sign-Permit
for process and other necessary information.**

EVENT NAME:

Event Name: _____ Physical Address of Event: _____

Description of Event: _____

Grand Opening ____ Yes ____ No ____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: _____ Phone: _____

E-mail: _____ ZIP: _____

Non-Profit: ____ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: _____ Business/Description: _____

Physical Address: _____ Physical Address: _____

Dates of Display: _____ Dates of Display: _____

Consent from Owner Obtained? Yes ____ No ____ Consent from Owner Obtained? Yes ____ No ____

Business/Description: _____ Business/Description: _____

Physical Address: _____ Physical Address: _____

Dates of Display: _____ Dates of Display: _____

Consent from Owner Obtained? Yes ____ No ____ Consent from Owner Obtained? Yes ____ No ____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson 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 Authorized Event Applicant

Date

Applicant Name Printed

Title

From: [Dustin Sandbak](#)
To: [Town of Jackson Planning Department](#)
Subject: Temporary Sign Permit Application
Date: Tuesday, June 14, 2022 3:40:25 PM
Attachments: [Temporary-Sign-Permit-PDF.pdf.msg](#)
[Albertson's Banner.jpg.msg](#)



Dear Planning & Building Department,

Here is my application for a temporary sign permit to be hung up at Albertsons here in Jackson. The banner will be 10' W X 12' L, black and white in color, and made of vinyl scrim. Let me know if there's anything else you need. Thanks for your time and consideration.

Sincerely

Dustin Sandbak

Dustin Sandbak

Students Associate Pastor (JAC)

307.248.9513

—

3205 W Big Trails Dr
Jackson, WY 83001



STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-157 TEMPORARY SIGN PERMIT Art Fair Jackson Hole - August	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Art Association of Jackson Hole has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their Art Fair event (see attached for design details).

- 105 Buffalo Way, Albertson's during:
 - August 2, 2022 – August 8, 2022
- 255 W. Deloney Ave, Miller Park during:
 - August 2, 2022 – August 8, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way, Albertson's during:
 - August 2, 2022 – August 8, 2022
 - 255 W. Deloney Ave, Miller Park during:
 - August 2, 2022 – August 8, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-157) for Art Fair Jackson Hole - August, including the three conditions of approval recommended by the Planning Director in this staff report dated August 1, 2022.

Albertson's: 8' x 16'

Miller Park: 2.5' x 5'

Location: Albertsons Material: Canvas Dimensions: 8' x 16' Rigging: ratchet straps 	Location: Miller Park Tennis Courts Material: Canvas Dimensions: 2.5'x5' Rigging: zip ties 
---	--

Changes: Miller Park banner will have a sticker covering 'Miller Park'.

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Council Special Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-170 TEMPORARY SIGN PERMIT PCJH Annual Rummage Sale	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Presbyterian Church of Jackson Hole has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Annual Rummage Sale event (see attached for design details).

- 105 Buffalo Way, Albertson's during:
 - o August 3, 2022 – August 13, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of 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 is approved for the following location:

- 105 Buffalo Way, Albertson's during:
 - o August 3, 2022 – August 13, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-170) for PCJH Annual Rummage Sale, including the three conditions of approval recommended by the Planning Director in this staff report dated August 1, 2022.

Blue Print Ites 6'

3'

Presbyterian Church
Rummage Sale

Aug 13 2022

8am - 1pm

1251 S. Park Loop Rd



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

**First, go to www.townofjackson.com/245/Temporary-Sign-Permit
for process and other necessary information.**

EVENT NAME:

Event Name: PCJH Rummage Sale Physical Address of Event: 1251 South Park Loop Road, Jackson

Description of Event: Community sale of used items

Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 7530 Jackson, WY

Phone: 307-734-0388

E-mail: cdahlin@pcjh.org

ZIP: 83002

Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons

Business/Description: _____

Physical Address: 105 Buffalo Way, Jackson, WY

Physical Address: _____

Dates of Display: 08/03/2022-08/13/2022

Dates of Display: _____

Consent from Owner Obtained? Yes ☒ No ☐

Consent from Owner Obtained? Yes ☐ No ☐

Business/Description: _____

Business/Description: _____

Physical Address: _____

Physical Address: _____

Dates of Display: _____

Dates of Display: _____

Consent from Owner Obtained? Yes ☐ No ☐

Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ☐ No ☒ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson 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 Authorized Event Applicant

Applicant Name Printed

Date

Title

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Torah Parade	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting services of Town employees, use of Town streets and Town equipment.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Chabad Jewish Center of Wyoming for a Torah Parade in downtown Jackson.

Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, the Chabad Lubavitch of Wyoming, requests permission to host a religious procession celebrating the arrival of a new Torah (Holy Scrolls) on Thursday, August 4, 2022. The event is planned from 5:30 PM to 8:00 PM. The religious procession begin at approximately 7:00 PM and will consist of participants carrying the Torah and the Chuppah while approximately 50 to 100 people join the procession. The proposed route:

Begin at 265 E. Broadway heading west to Cache Street.

Take Cache Street north to Deloney Avenue.

Take Deloney Avenue east to the back of the 265 E. Broadway property.

A similar event was approved in 2015.

The application was submitted to all Town departments for review.

Due to the logistics of the procession, the Police Department has indicated that they would work with volunteers from the Chabad Jewish Center in providing a rolling closure of the route. After the route has moved past an area, police officers and volunteers will open up the street behind the procession. Police indicated that they would communicate with Fire / EMS as well as Dispatch about the procession. Police indicated that they would assist with alternative hospital route signage.

Rabbi Zalman Mendelsohn has respectfully made this route request on behalf of the Chabad Jewish Center, but he has indicated that he would be willing to alter this route if the Council had concerns about the rolling closure.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event organizers are cognizant of the Center for Disease Control and Prevention's COVID guidelines for outdoor events.

Possible Alternatives.

- Approve the request with modifications
- Deny the request

- Other

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Fiscal Impact.

Fiscal impact includes income from a special event application fee of \$27.

Staff Impact.

- processing special event and exposition permits (approximately 1 hour),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 2 hours of total staff time),
- preparation of staff report (approximately 1 hour),

In total approximately 4.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
2. Banners are not permitted unless approved in advance under a separate Sign Permit Application to the Planning and Building Department.
3. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
4. The applicant shall coordinate traffic control with the Police Department at least one week ahead of time.

5. The applicant is advised that on-duty Police personnel may be available for this event. However, the applicant should arrange for volunteers to assist with traffic control.
6. The applicant shall conduct the procession in a timely and professional manner.

Attachments or Links.

Special Event Application

Map of Parade Route

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the application from Chabad Lubavitch of Wyoming to host the Torah Processional on Thursday, August 4, 2022, subject to the conditions and restrictions listed in the staff report.



Center St

N King St

N Willow St

E Deloney Ave

Town Square

E Broadway Ave

265

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Torah Parade

Name of Organization: Chabad Jewish Center of Wyoming

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 9818

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Raizy Mendelsohn

Email Address: info@jewishwyoming.com

Work Phone: 3074620847 Cell Phone: 3074137709

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☒ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: _____

Description & Purpose of Event *(Attach additional sheets if necessary):* _____

Celebrate the completion of a new Torah scroll for the Jackson Hole Jewish community

Location of Event: 265 E Broadway Ave Alternative Location: _____

Date(s) of Event: 8/4/2022 Event Operating Hours: 5:30pm - 8pm

Event Set Up Begins Date: August 04, 2022 Time: 5:30pm

Event Clean Up Ends Date: August 04, 2022 Time: 8pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: ¹⁰⁰_____ Total Event: ¹⁰⁰_____

Special Considerations (check all that apply):

- | | | |
|--|---|--|
| ☐ Alcoholic Beverages | ☐ Cooking/Grilling | ☐ Electricity Requested |
| ☐ Food Sales | ☐ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☒ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☒ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☒ Use of Town Square |

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: _____ Cell Phone: _____

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|--|---|
| ☐ Tents (X) | ☐ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☒ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☐ Garbage Receptacles (G) | ☐ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☒ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

We are requesting to close down the streets for a parade which will include dancing with Tbrahs

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☐ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted?

☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☒ Mounted Horse Patrol	☒ Traffic Control
☐ Race Lead Vehicle	☒ Parade Lead Vehicle	☒ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☒ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 7pm Finish Time: 8pm

Will your event feature any musical entertainment? ☒ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer? _____

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☐ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

Describe your plan for the collection and removal of trash during your special event:

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☐ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

We did a similar event in 2015. There are two requested changed:

1. To walk through the entire Town Square vs just on Center St as was done last time.
2. To have amplified music join in a vehicle at the front of the parade

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: RM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: rm

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: rm

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: rm

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: rm

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: 
Signature

APPLICANT: Raizel Mendelsohn
Printed Name

DATE: 07/14/2022

TITLE: Co-Director of Chabad Jewish

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	P22-125 Shoring Encroachment Agreement – 175 E Broadway JH Historical Museum	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council consideration of an Encroachment Agreement with the property owner for installation of a temporary soil nail shoring system during construction on the Encroaching Party's property.

Requested Action.

Review and consider the Encroachment Agreement between the Town and the developer.

Recommendations.

Staff recommends approving the Encroachment Agreement (subject to meeting the conditions therein).

Background.

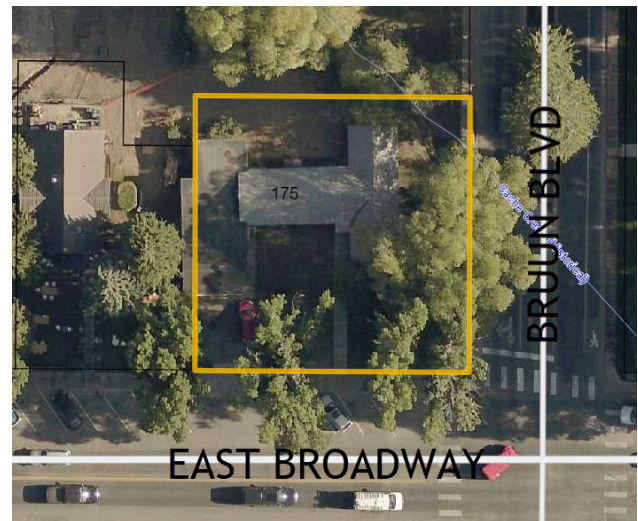
175 East Broadway Avenue is located on the south-east corner of what is commonly known as the Genevieve Block. The property was recently purchased by the Jackson Hole Historical Society and Museum. The applicant has provided details for a temporary shoring system that is necessary to complete the proposed structure applied for in building permit B22-0502. The shoring system is temporary to provide a safe excavation while the foundation is constructed.

The proposed soil nail system has soil nails that encroach into the Town's right-of-way and require an encroachment agreement to define the terms of the encroachments.

Analysis.

The nature of this project's excavation and shoring plan is consistent with the Town's criteria for shoring encroachments. The Town Engineer is recommending the following conditions be included in the proposed Encroachment Agreement:

1. Encroaching Party shall obtain an issued Grading Permit for the Encroaching Property including shoring plans and design calculations prepared and stamped by a professional engineer licensed in the state of Wyoming.
2. Prior to Grading Permit issuance, Encroachment requires Town Council Approval and executed Encroachment Agreement.
3. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"x11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
4. Encroaching Party is responsible for all Teton County Clerk recording fees.



5. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the permanent stability of the building on Encroaching Party's property. A Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party as part of the Grading Permit.
6. Permittee shall "pot hole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit for utilities within the PROW.
7. As part of the Grading Permit, Encroaching Party must provide a cost estimate for the excavation, shoring installation, construction, backfill of the foundation back to grade providing permanent stabilization of the excavation, and restoration of the right-of-way as well as the installation and maintenance of the construction barrier ("Restoration Costs").
8. As part of the Grading Permit, Encroaching Party must post a financial assurance in the amount of 125% of the Restoration Costs that complies with Town of Jackson Land Development Regulation 8.2.11. Said bond shall be held until the excavation is backfilled and permanently stabilized and the full use of the PROW restored.
9. The engineer of record shall provide a soil nail and micropile testing protocol to verify that design assumptions and design criteria are complied with during construction.
10. Special inspections and tests shall be performed by the engineer of record during installation of the Encroaching Property. The approved geotechnical report and the construction documents prepared by the registered design professionals shall be used to determine compliance. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer: (i) a certification that the system has been installed according to plans and specifications, and (ii) record drawings of the shoring to document the Encroaching Property's "as-built" location.
11. The Encroaching Property shall be temporary and may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building foundation and backfill, thus permanently stabilizing the excavation, on Encroaching Party's property.
12. Encroaching Party shall remove all Encroaching Property within the right-of-way down to four feet below the proposed top back of curb prior to backfilling.
13. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. If the Town chooses to hire a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
14. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. If the Town hires a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
15. Prior to issuance of a Grading Permit, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide commercial general liability insurance policies of one million dollars, the Town and any its consultants shall be listed as an additional insured on the policies.
16. Prior to issuance of a Grading or Building Permit, written agreements with adjacent landowners for encroachment of the shoring system onto their properties shall be provided to the Town.

Possible Alternatives.

Town Council may choose to approve or deny the Encroachment Agreement for Shoring.

Comprehensive Plan & Priority Alignment.

While the Encroachment Agreement does not directly relate to the Comp Plan, the proposed development supports the following Comp Plan Policies:

Common Value 2: Growth Management

4.1.d: Maintain Jackson as the economic center of the region.

The new museum on this property will attract visitors and new residents within easy walking distance to downtown Jackson shops, amenities, and transportation options.

4.2.d: Create a Downtown Retail Shopping District.

The addition of a museum as an attraction and some associated retail within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Common Value 3: Quality of Life

6.2.b: Support businesses located in the community because of our lifestyle.

The Historical Society is a local organization that has been present in the community for many years. This proposed development will continue to support jobs both at this venue and others in Town. Maintaining a public educational component for local history perpetuates the character that defines the community.

6.3.a: Ensure year-round economic viability.

Locating the museum within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

7.1.c: Increase the capacity for use of alternative transportation modes.

The proposed redevelopment will accommodate all of the alternative modes of travel – walking, biking, and transit – to, from, and within the heart of downtown Jackson.

Fiscal Impact.

Small fee collected for the soil nails within the right-of-way.

Staff Impact.

Town Engineering, Legal, and Planning staff contribute approximately 15 hours of staff time to process and produce the Encroachment Agreement.

Attachments or Links.

- Proposed Encroachment Agreement for Temporary Shoring
- Temporary Soil Stabilization Plans

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve the Encroachment Agreement between the Town of Jackson and the Jackson Hole Historical Society and Museum to allow the soil nails of a temporary shoring wall to encroach into the Town's public right-of-way for E Broadway Ave., subject to the recommended conditions listed therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, ("Effective Date") by and between Jackson Hole Historical Society & Museum, with an address of 175 East Broadway Avenue, hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town"), together ("Parties"). This Agreement shall be effective upon its recordation in the Office of the Teton County, Wyoming Clerk.

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 175 East Broadway Avenue

Location: Lot 6, Genevieve Block Addition, Plat No. 01412

PIDN: 22-41-16-27-3-35-006

WHEREAS, the Town is the owner of that certain public right-of-way known as Bruun Boulevard and East Broadway Avenue, which public right-of-way adjoins Encroaching Party's property;

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas, as shown on the attached plans, that do not interfere with existing utilities of the above noted public rights-of-way as set forth in Exhibit A (hereinafter "Encroaching Property") hereto for:

- a. Subsurface placement of approximately seventy-eight "soil nails" into the right-of-way, which will encroach into the subsurface of the right-of-way for distances of approximately two to five feet, and as more specifically shown on the attached plans, all associated with the shoring of walls during construction of a building on Encroaching Party's property; and
- b. Said soil nails are designed to be abandoned in place and remain as an encroachment into the subsurface areas of the rights-of-way as described above following completion of construction, provided, however, that the soil nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction of the building on Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town; and

WHEREAS, on August 1, 2022 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. Encroaching Party shall obtain an issued permit for the Encroaching Property including shoring plans and design calculations prepared and stamped by a professional engineer licensed in the state of Wyoming.
2. Prior to permit issuance, Encroachment requires Town Council Approval and executed Encroachment Agreement.
3. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
4. Encroaching Party is responsible for all Teton County Clerk recording fees.
5. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the permanent stability of the building on Encroaching Party's property. A Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their entry to the right of way is required and shall be paid by Encroaching Party as part of the issued permit.
6. Permittee shall "pot hole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit for utilities within the PROW.
7. As part of the Grading Permit, Encroaching Party must provide a cost estimate for the excavation, shoring installation, construction, backfill of the foundation back to grade providing permanent stabilization of the excavation, and restoration of the right-of-way as well as the installation and maintenance of the construction barrier ("Restoration Costs").
8. As part of the permit, Encroaching Party must post a financial assurance in the amount of

- 125% of the Restoration Costs that complies with Town of Jackson Land Development Regulation 8.2.11. Said bond shall be held until the excavation is backfilled and permanently stabilized and the full use of the PROW restored.
9. The engineer of record shall provide a soil nail and micropile testing protocol to verify that design assumptions and design criteria are complied with during construction.
 10. Special inspections and tests shall be performed by the engineer of record during installation of the Encroaching Property. The approved geotechnical report and the construction documents prepared by the registered design professionals shall be used to determine compliance. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer: (i) a certification that the system has been installed according to plans and specifications, and (ii) record drawings of the shoring to document the Encroaching Property's "as-built" location.
 11. The Encroaching Property shall be temporary and may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building foundation and backfill, thus permanently stabilizing the excavation, on Encroaching Party's property.
 12. Encroaching Party shall remove all Encroaching Property within the right-of-way down to four feet below the proposed top back of curb prior to backfilling.
 13. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. If the Town chooses to hire a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
 14. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. If the Town hires a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
 15. Prior to issuance of a Grading Permit, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide commercial general liability insurance policies of one million dollars, the Town and any its consultants shall be listed as an additional insured on the policies.
 16. Prior to issuance of a Grading or Building Permit, written agreements with adjacent landowners for encroachment of the shoring system onto their properties shall be provided to the Town.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Property and to encroach within the Town right-of-way to the extent set forth herein.

In consideration of Encroaching Party's payment to the Town of the sum of Thirteen Hundred Dollars and no cents (\$1,300.00) (As determined by the construction management plan or \$50.00 per nail.) (the "Removal Payment"), which amount shall be nonrefundable and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of above noted Town right-of-way and to encroach and rest within the subsurface of the Town right-of-way, it being acknowledged and agreed that such subsurface use constitutes a use of the Town right-of-way area for a purpose not inconsistent with the grants

contained in the Construction Management / Site Logistics Plan, provided, however, that no permanent soil nails will be placed below the surface of the right-of-way and that those nails within 10 feet of the surface at the property line shall be covered by the Removal Payment, provided further that (a) the soil nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right of way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and (b) any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town in consideration of the Removal Payment made as described above. Completion of construction of said building shall be deemed to have occurred upon issuance of certificates of occupancy for the building or for any of the individual units within the building or by a letter from the design engineer certifying that the excavation has been permanently stabilized.

The Encroaching Party shall submit to the Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.

4. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

5. RELEASE OF CLAIMS:

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. In elaboration of the foregoing, Encroaching Party hereby expressly authorizes the Town, acting through its contractors and agents, to disturb, damage or remove the Encroaching Property in connection with the above-described work activity at any time following completion of the building being constructed on Encroaching Party's property. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

6. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or

legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Encroaching Property is removed partially or in its entirety. Removal of Encroaching Property, or any portions thereof, shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional right-of-way. Following completion of the building being constructed on Encroaching Party's property as defined in Section 2, no notice of removal is required. Upon extension, removal, or destruction of the Encroaching Property partially or in its entirety, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

9. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

10. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. GOVERNING LAW AND FORUM:

This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

15. GOVERNMENTAL IMMUNITY:

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER:

A waiver by the either party regarding the breach of any of the provisions of this Encroachment Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

[signatures follow on next page]

ENCROACHING PARTY

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
property owner this____day of_____, 2022.

Witness my hand and official seal.

Notary Public

My commission Expires:

**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**

By: _____
Hailey Morton Levinson, Mayor

Date: _____
ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2022.

Witness my hand and official seal.

My commission Expires:

Notary Public

TOWN OF JACKSON ENCROACHMENT NOTES

1. COGGINS & SONS, INC. WILL PROVIDE AN AS-BUILT CERTIFICATION LETTER TO ASSIST WITH THE PERMIT CLOSE-OUT PROCEDURE.
2. THE OWNER/APPLICANT IS REQUIRED TO VIDEO THE EXISTING SEWER LINES BEFORE AND AFTER THE SOIL NAIL INSTALLATION TO CONFIRM NO CONTACT OR DAMAGE.
3. THE GENERAL CONTRACTOR SHALL POTHOLE ALL WATER LINES AND UTILITIES TO CONFIRM THAT THERE ARE NO CONFLICTS PRIOR TO SHORING INSTALLATION.
4. SPECIAL INSPECTIONS AND TESTS SHALL BE PERFORMED BY THE ENGINEER OF RECORD (OR DESIGNATED REPRESENTATIVE) DURING INSTALLATION OF THE ENCRANCHING PROPERTY. THE APPROVED GEOTECHNICAL REPORT AND THE CONSTRUCTION DOCUMENTS PREPARED BY THE REGISTERED DESIGN PROFESSIONALS SHALL BE USED TO DETERMINE COMPLIANCE. PRIOR TO THE TOWN ENGINEER'S FINAL INSPECTION ENCRANCHING PARTY MUST PROVIDE THE TOWN ENGINEER: (I) A CERTIFICATION THAT THE SYSTEM HAS BEEN INSTALLED ACCORDING TO PLANS, SPECIFICATIONS, AND (II) RECORDED DRAWINGS OF THE SHORING TO DOCUMENT THE ENCRANCHING PROPERTY'S "AS-BUILT" LOCATION.
5. THE SHORING SYSTEM IS TEMPORARY AND MAY BE DISTURBED, DESTROYED OR REMOVED IN CONNECTION WITH ANY CONSTRUCTION, INSTALLATION, EXCAVATION, MAINTENANCE OR REPLACEMENT OF THE RIGHT-OF-WAY OR ANY PUBLIC UTILITIES LOCATED THEREIN FOLLOWING COMPLETION OF CONSTRUCTION OF THE BUILDING FOUNDATION AND BACKFILL, THUS PERMANENTLY STABILIZING THE EXCAVATION.
6. THE PERCENTAGE OF NAILS TO BE TESTED, TESTING PROCEDURES, AND ACCEPTANCE CRITERIA. INCLUDE DESIGN LOADS, VERIFICATION NAILS (AT LEAST 3 AND AS NECESSARY PER DIFFERENT SOIL STRATAS) PROCESS AND ACCEPTANCE CRITERIA, PROOF TESTING (MINIMUM OF 5% OF THE PRODUCTION NAILS TO BE PROOFTESTED TO 150% OF THE DESIGN LOAD) PROCESS (LOCATION, LOAD INCREMENTS, TIMING, ETC.) AND ACCEPTANCE CRITERIA.
7. THE COST OF PERIODIC SPECIAL INSPECTIONS BY 3RD PARTY INSPECTOR ON SITE DURING THE PLACEMENT OF THE MICROPILES AND SOIL NAILS. THE INSPECTIONS SHALL BE PAID FOR BY THE OWNER AND MUST BE REGISTERED ENGINEER OR CERTIFIED TO BE ABLE TO PERFORM THE INSPECTIONS. SPECIAL INSPECTOR SHALL WITNESS ALL VERIFICATION AND PROOF TESTS.

1. THE EARTH RETENTION SYSTEM WILL BE MONITORED DURING CONSTRUCTION.
2. THE CONSTRUCTION MONITORING SHALL BE CONDUCTED ONCE A WEEK WHILE THE EARTH RETENTION IS UNDER CONSTRUCTION.
3. AFTER COGGINS COMPLETION, THE GENERAL CONTRACTOR SHALL MONITOR THE WALL AT LEAST ONCE PER WEEK. THE WEEKLY MONITORING SHALL BE CONTINUED UNTIL THE PERMANENT CONCRETE FOUNDATION WALL IS COMPLETED AND BACKFILLED.
4. IF ANY SUDDEN MOVEMENT OCCURS DURING THE CONSTRUCTION OF EARTH RETENTION, WORK SHALL BE SUSPENDED IMMEDIATELY AND COGGINS & SONS ENGINEERING STAFF SHALL BE IMMEDIATELY NOTIFIED.
5. IF ANY SUDDEN MOVEMENT IS OBSERVED AFTER EARTH RETENTION COMPLETION AND BEFORE FOUNDATION BACKFILL, WORK SHALL BE IMMEDIATELY SUSPENDED AND COGGINS & SONS SHALL BE IMMEDIATELY NOTIFIED.
6. LOGS OF ALL MONITORING SHALL BE PROVIDED TO COGGINS & SONS WEEKLY AS PERFORMED.

DIMENSIONS OBTAINED FROM DESIGN DEVELOPMENT
DRAWINGS DATED 09/08/2021 PRODUCED BY:

- | NO. | DATE | REVISIONS DESCRIPTION |
|------------|-------------|--|
| | 2022.02.21 | REVISED SOIL NAIL LAYOUT PER TOWN OF JACKSON ENCROACHMENT AGREEMENT. |
| | | |
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| | | |
| | | |
| | | |

JOB NO. : 5800
ISSUED: 2021.12.17
DWN BY: JVW

DWG. NO.
XBS-1

SHT. 1 OF 5



9512 TITAN PARK CIRCLE
LITTLETON, COLORADO 80125
TEL: 303-791-9911
FAX: 303-791-0967

PROPOSED TEMPORARY EARTH RETENTION
JACKSON HOLE HISTORICAL SOCIETY &
MUSEUM
175 E BROADWAY AVENUE
JACKSON, WY 83001

INDEX OF SHEETS

COVER SHEET

PLAN VIEW

ELEVATION VIEWS

DETAILS

CROSS SECTIONS

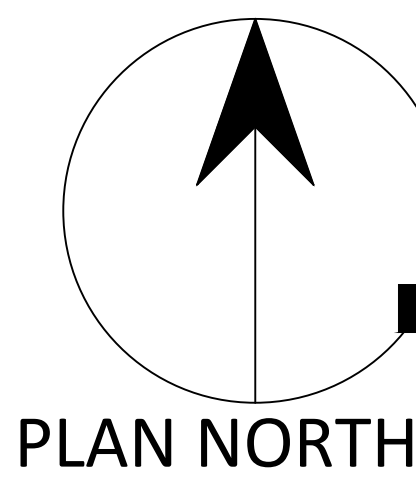
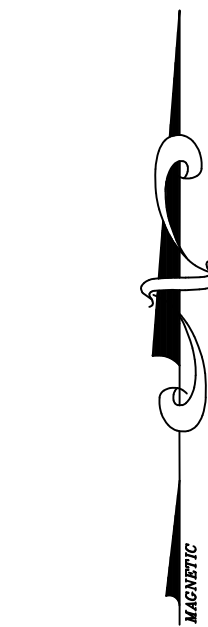
FOR
AUFDERHEIDE CONSTRUCTION MANAGEMENT
1135 GREGORY LANE - SUITE A
JACKSON, WY 83001

NOT VALID WITHOUT DATE
& ORIGINAL SIGNATURE

JHHS MUSEUM

AUFDERHEIDE CONSTRUCTION MANAGEMENT
1135 GREGORY LANE - SUITE A
JACKSON, WY 83001

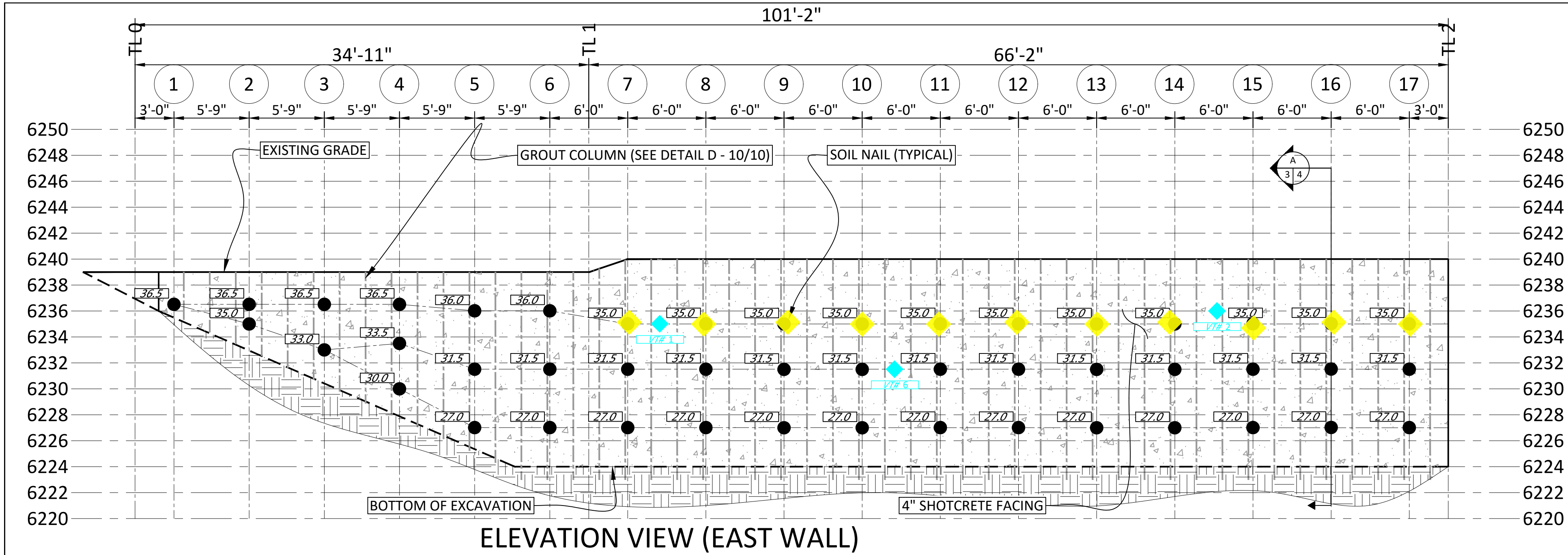
COGGINS & SONS, INC.
9512 TITAN PARK CIRCLE
LITTLETON, COLORADO 80125
TEL: 303-791-9911 FAX: 303-791-0967



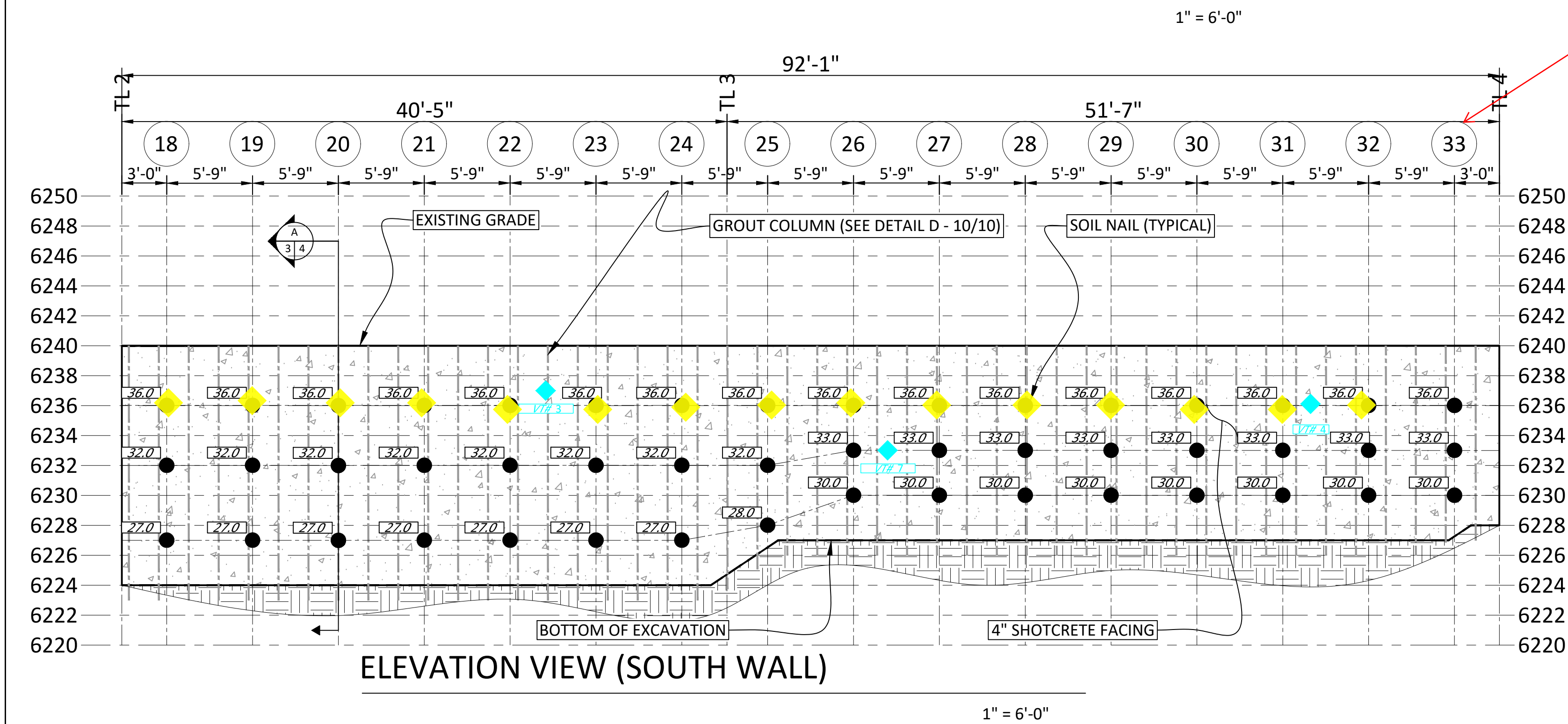
SCALE: 1" = 50'

BROADWAY AVENUE

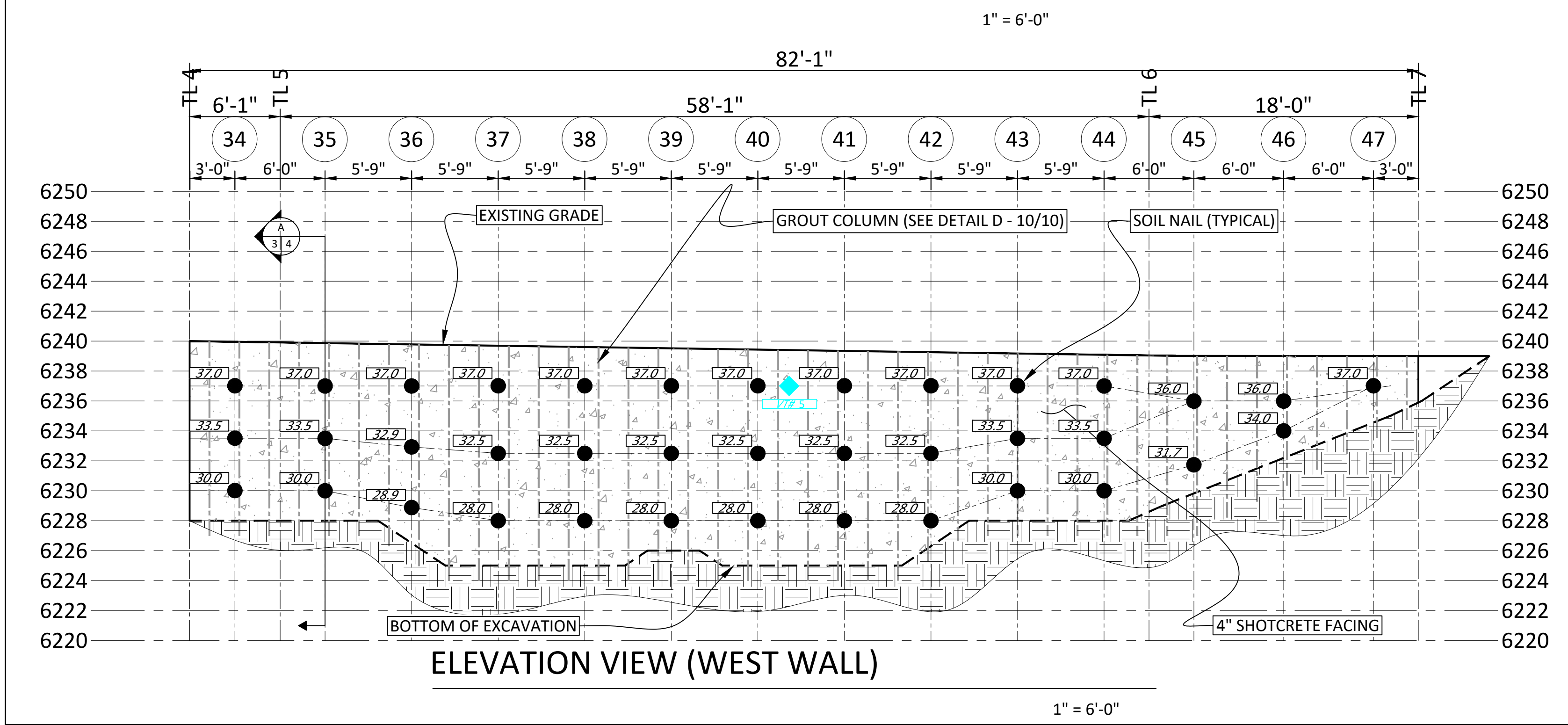
JOB NO. : 5800
ISSUED: 2021.12.17
DWN BY: JVW
DWG. NO.
XBS-2
SHT. 2 OF 5



ELEVATION VIEW (EAST WALL)



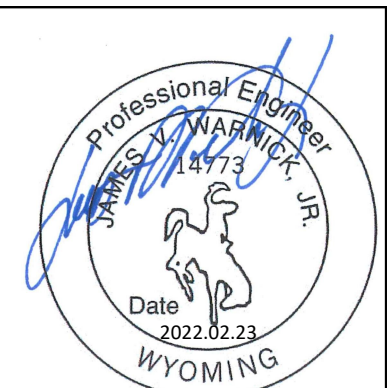
ELEVATION VIEW (SOUTH WALL)



ELEVATION VIEW (WEST WALL)

SOIL NAIL SCHEDULE				
SOIL NAIL COLUMN	FIRST ROW	SECOND ROW	THIRD ROW	BAR SIZE
1	10			#8
2 - 3	10	10		#8
4 - 43	14	14	14	#8
44 - 45	10	10		#8
46	10			#8

- NOTE:
- SEE ELEVATION VIEW FOR SOIL NAIL ELEVATION
 - BEARING PLATE ARE 1/2" x 8" x 8"
 - ALL BARS GRADE 75
 - TOP ROW OF SOIL NAILS 7 - 33 SHALL BE DIPPED AT 20 DEGREES, ALL OTHER SOIL NAILS SHALL DIP AT 15 DEGREES**
 - MINIMUM DIAMETER OF SOIL NAIL SHAFT SHALL BE 5.25 INCHES
 - ESTIMATED VERTICAL AND HORIZONTAL MOVEMENT AT THE TOP OF THE SOIL NAIL WALL RANGES FROM 0.002 TO 0.005 TIMES THE SOIL NAIL WALL HEIGHT



NOT VALID WITHOUT DATE & ORIGINAL SIGNATURE

JHHS MUSEUM
AUFDERHEIDE CONSTRUCTION MANAGEMENT
1135 GREGORY LANE - SUITE A
JACKSON, WY 83001

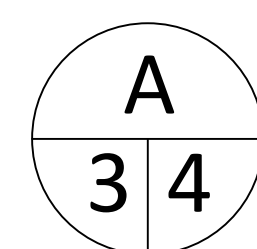
COGGINS & SONS, INC.

9512 TITAN PARK CIRCLE
LITTLETON, COLORADO 80125
TEL: 303-791-9911 FAX: 303-791-0967

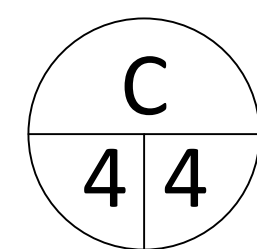
JOB NO. : 5800
ISSUED: 2021.12.17
DWN BY: JWV

DWG. NO.
XBS-3

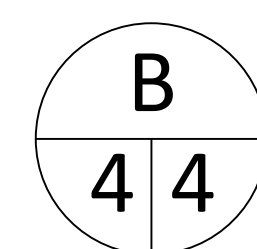
SHT. 3 OF 5



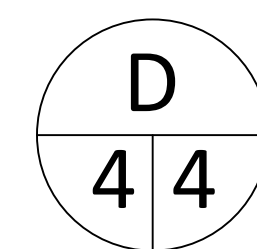
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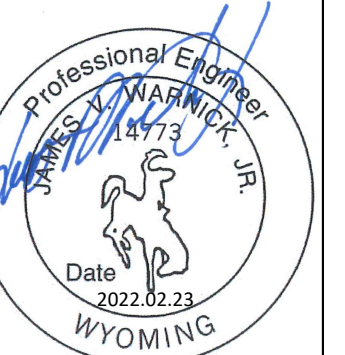
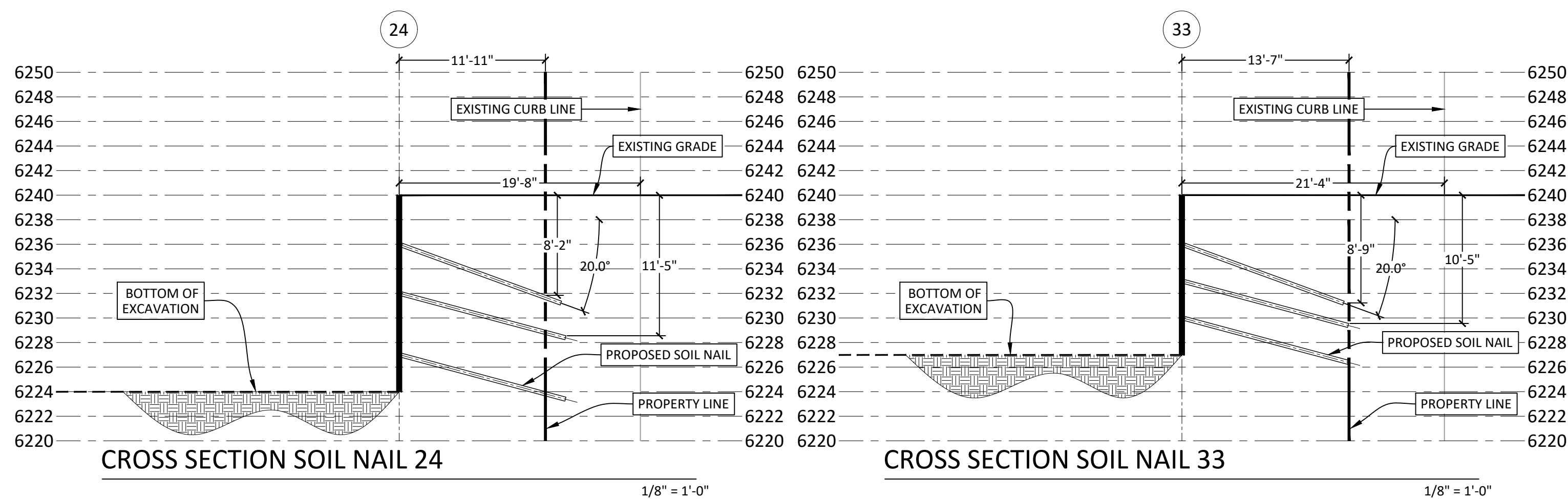
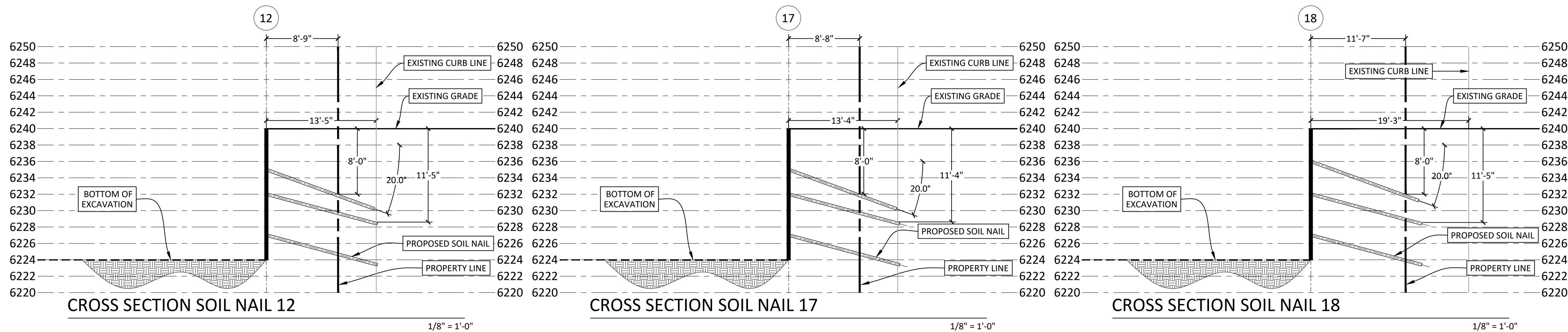
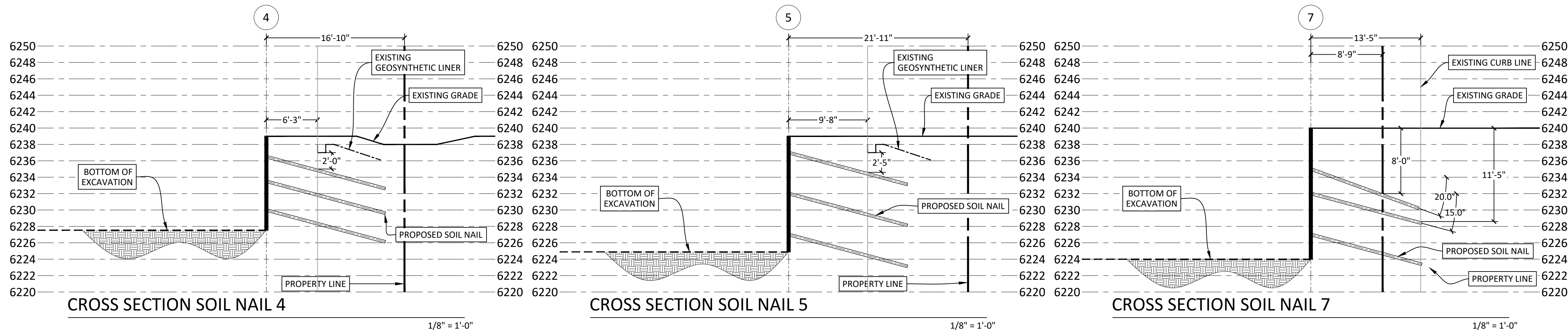
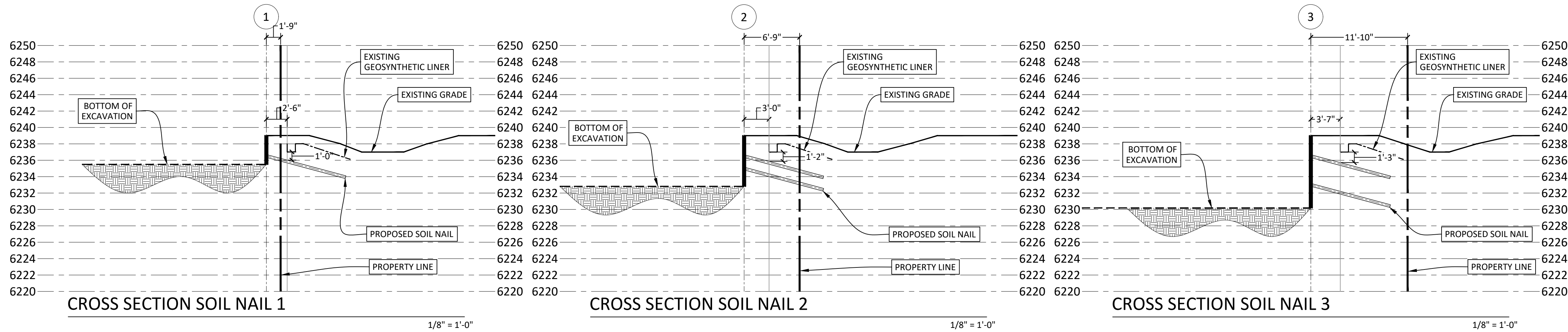
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NOT TO SCALE



NOT TO SCALE



NOT VALID WITHOUT DATE
& ORIGINAL SIGNATURE

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COGGINS & SONS, INC.
9512 TITAN PARK CIRCLE
LITTLETON, COLORADO 80125
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JOB NO. : 5800
ISSUED: 2021.12.17
DWN BY: JWV
DWG. NO.
XBS-5
SHT. 5 OF 5

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Amended and Restated Special Restriction	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will consider a Special Restriction for an existing Employment-based townhome located in the 810 West Development at 850 West Snow King Avenue.

Requested Action.

Approval of the restriction by the Council and signed by the Mayor.

Recommendations.

Staff recommends approval of the restrictions.

Background.

850 W. Snow King Avenue is an Employment-based housing unit in the 810 West Addition and is under contract for sale.

In June of 2018, along with the adoption of the updated Jackson/Teton County Housing Department Rules and Regulations, staff was directed to record new restrictions on properties that are sold using the approved Special Restriction Template.

The home is currently restricted as Employment-based, which is a Legacy Program no longer in use. The maximum resale value of the home is in the 80-120% income range, which means it is affordable to households who earn within 80 – 120% of Median Family Income (MFI). Staff is proposing to record an Affordable 80 – 120% Special Restriction.

The new restriction is the approved template for Affordable Ownership.

Key Points of Affordable Ownership Restriction 80 – 120%% Income Range:

- At least one person in the household must be employed full-time for a local business in Teton County
- The household's combined gross income may not be less than 80% of the Median Family Income (MFI) and not more than 120% of MFI
- Household may not hold assets valued at more than \$295,200
- Ownership of residential property within 150 miles of Teton County is prohibited.
- Household must occupy the home as their primary residence a minimum of 10 months per year.
- Household must comply with an annual check in for employment, occupancy, and real estate ownership.

Analysis.

850 W. Snow King Avenue is a 2-bedroom townhome under contract with the following terms.

- Closing: On or before September 13, 2022

- Purchase price: \$274,400

Possible Alternatives.

Record a Workforce restriction on the home. Staff does not recommend this because Affordable units require a significantly higher subsidy making an Affordable restriction a more valuable public benefit.

Comprehensive Plan & Priority Alignment.**Comprehensive Plan**

- Principle 5.1: Maintain a diverse population by providing workforce housing. Principle
- 5.3: Reduce the shortage of housing that is affordable to the workforce.
- Principle 5.4: Use a balanced set of tools to meet our housing goals.

Housing Action Plan

- 3B: Consistent review of new restrictions.

Fiscal Impact.

The cost to record the new restriction will be paid by the owner.

Staff Impact.

Drafting and review of new restrictions for existing restricted homes that sell takes staff time of the Housing Manager and Town Legal staff.

Attachments or Links.

Amendment and Restatement Special Restrictions for Affordable Ownership Housing Located at 850 W. Snow King Avenue, Town of Jackson, Wyoming.

Suggested Motion.

I move to approve the Amendment and Restatement Special Restrictions for Affordable Ownership Housing Located at 850 W. Snow King Avenue Jackson, Wyoming as presented by staff.

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Ownership Housing
Located at **850 W. Snow King Avenue Town of Jackson, Wyoming**

This Complete Amendment and Restatement of the Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition (Employment-Based Housing Lots) recorded in the Office of the Teton County Clerk as document number 0647969 book of photo 586 pages 437-450 for 850 W. Snow King Avenue is made this _____ Day of _____, 2022 (the "Effective Date"), by Jackson/Teton County Housing Authority (JTCHA), the Town of Jackson, and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as 850 W. Snow King Avenue Town of Jackson, Wyoming, and more specifically described as follows:

Lot 34 of 810 West Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on February 7, 2005 as Plat No. 1141

PIDN:22-41-16-33-3-09-034 (the "Land");

WHEREAS, in furtherance of the Town of Jackson, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for 810 West Addition (03-18.1 [04]) (the "FDP Approval"), Owner was required to provide Employment-based housing units, one of which was located at 850 W. Snow King Avenue and is being reclassified as an Affordable Unit:

A two-bedroom unit with 80 – 120% Income Range

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Owner was required to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household";

WHEREAS, consistent with the foregoing, the Property is subject to those certain Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition (Employment-Based Housing Lots) recorded April 25, 2005 as Document number 0647969 in book of photo 586 pages 437-450 (the "2005 Special Restrictions");

WHEREAS, in accordance with Section 22 of the 2005 Special Restrictions, the Special Restrictions may be modified with the written consent of Owner, Teton County Housing Authority (TCHA), and Town of Jackson .

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority (“TCHA”) and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (“JTCHA”), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who will be employees of Teton County and agents acting on behalf of the JTCHA;

WHEREAS, in accordance with such Section 22 of the 2005 Special Restrictions, and consistent with the foregoing Recitals, JTCHA, the Town of Jackson and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2005 Special Restrictions by adopting these Complete Amendment and Restatement Special Restrictions for Affordable Ownership Housing Located at 850 W. Snow King Avenue, Town of Jackson, Wyoming (“Special Restrictions”);

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the FDP Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, undersigned Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT HOUSING RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD ONLY.

- A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Affordable Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household at time of purchase and during ownership must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 80 – 120% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”) at time of purchase.
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at the time of purchase or any time during ownership of the Residential Unit.
 4. Determination by the Housing Department. The Housing Department shall determine whether a prospective owner is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
 5. Asset Limit. The maximum asset limit for Qualified Households is two (2) times the income limit for a household size of four in accordance with the applicable income range, as further defined and clarified in the Housing Rules and Regulations.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNITS.

In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

- A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.
- E. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- F. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- G. Insurance. The owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- I. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential

Unit, each owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Each Residential Unit may only be sold in accordance with Sections 5 and 6 below or transferred in accordance herewith as follows:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of a Residential Unit to a spouse of an owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of a Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to a Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
 - 1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
 - 3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department.

SECTION 5. SALE OF A RESIDENTIAL UNIT. An owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such

facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the Town of Jackson, Wyoming's goal of providing affordable housing, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 7. DEFAULT. Each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.

- C. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- D. Fraud or misrepresentation by purchaser and/or Owner in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include without limitation, as an exercise of its regulatory authority, the following:

- A. Purchase Option.
 - 1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
 - 2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.
- B. Forced Sale. The Housing Department may require Owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.
- C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made Owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner.

If there are insufficient proceeds to satisfy the foregoing, Owner shall remain personally liable for such deficiency.

- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale, Owner hereby irrevocably appoints the then-serving Housing Manager as such Owner's attorney-in-fact to effect any such purchase or sale on Owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 9. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
 2. runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Owner or any family member of Owner; or
 - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
1. be deemed unsecured; and
 2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

- C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other

encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.
2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson, Wyoming. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
 1. The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
 2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.
5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson, Wyoming.

SECTION 12. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being

deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

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

To Owner:

To address on file with the Teton County Assessor's Office

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM, These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 2022 (the "Effective Date").

OWNER:

Ariel Koerber

Gabriel Koerber

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Amendment and Restatement Special Restrictions for Affordable Ownership Housing Located at 850 W. Snow King Avenue was acknowledged before me by Ariel Koerber and Gabriel Koerber as Owners of 850 W. Snow King Avenue.

Witness my hand and official seal.

(Seal)

Notary Public

My commission expires:

THE TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was attested to before me by Riley Taylor as Clerk of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY HOUSING AUTHORITY:

Anne Kent Droppert, Chair

ATTEST:

Justin K. Henry, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Anne Kent Droppert as Chair of the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was attested to before me by Justin K. Henry as Clerk of the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Professional Consulting Services - McLaurin	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to consider entering into a Professional Consulting Services Agreement with Bob McLaurin.

Requested Action.

To authorize the Mayor to execute a Professional Consulting Services Agreement with Bob McLaurin.

Recommendations.

Approve the Agreement as presented by staff.

Background.

With the resignation of Town Manager Larry Pardee and appointment of Tyler Sinclair as interim Town Manager, Council has discussed retaining Mr. McLaurin in a consulting role to assist Mr. Sinclair in the following areas:

1. Department Management
2. Personnel Management
3. Budget and Financing Oversight
4. State Initiative Coordination

Analysis.

The term of the agreement is through June 30, 2023, at an hourly rate of \$175.00 an hour with a total not to exceed of \$20,000.00.

Possible Alternatives.

- Modify the terms of the agreement
- Choose not to enter into the agreement

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

The FY 2023 budget has \$75,000 in the Professional Services account for this expenditure.

Staff Impact.

Approximately 4 hours was spent negotiating the agreement and preparing the staff report.

Attachments or Links.

Professional Consulting Services Agreement

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to authorize the Mayor to execute a Professional Consulting Services Agreement with Bob McLaurin as presented.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

1. Parties: This Memorandum of Understanding ("*Agreement*") is made and entered into this _____ day of August 2022, ("*Effective Date*") by and between the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("*Town*") and Bob McLaurin, whose address is P.O. Box 143, Jackson, Wyoming 83001 ("*Consultant*").
2. Statement of Services. Consultant shall provide consulting to assist the Town to effectively operate and provide general administrative oversight of all Town functions as more specifically described below ("*Services*"):
 - A. Department Management
 - B. Personnel Management
 - C. Budget and Financing Oversight
 - D. State Initiative Coordination
3. Term. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2023 ("*Term*"), unless sooner terminated or extended as provided herein. The parties may extend the term of the Agreement by written agreement (each and "*Extension Term*"). Either party may terminate the Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party of its intent to terminate. All compensation earned and costs accrued prior to the notice of termination shall be payable to Consultant.
4. Payment. The Town agrees to pay Consultant, as full compensation for all Services, a fee of \$175.00 per hour for Services rendered, for a total amount not to exceed \$20,000 for the Term of the Agreement. Consultant shall present an appropriate invoice to the Town by the first (1st) day of every month. Consultant shall be paid within thirty (30) days of receipt of invoice. It is specifically understood and agreed to by Consultant that the amount listed for the Services is a "not to exceed" amount for completion of the overall Agreement. Consultant shall not receive compensation in excess of the total "not to exceed" amount as set forth in this Section without the prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time.
5. Independent Contractor Status. It is understood and agreed that Consultant will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Consultant (and any employees thereof) will not be considered employees, partners, agents, or joint venture partners of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Consultant (nor any employees thereof) shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.
6. Access to the Gym. Consultant, during the Term, shall have unlimited access to the Town of Jackson gym.
7. Place of Performance. Consultant shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the Town. Consultant shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Services that is agreed to be performed in accordance with this Agreement.
8. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered to or three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses set forth above. Either party may, at any time by notice given in writing to the other party, change the address for service of notice.

9. General Provisions.

- A. Entire Agreement; Amendment. The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this MOU shall be effective unless in writing and signed by both parties.
- B. Waiver. A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- C. Governing Law, Jurisdiction, Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- D. 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 re-negotiate the terms affected by the severance.
- E. Governmental Immunity. The Town and County do not waive their respective governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- F. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The Parties to this Agreement intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this Agreement.
- G. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above.

Signature Page Follows

CONSULTANT,

Bob McLaurin

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	1 August 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Grant Applications: Water and Wastewater Capital Projects	Public Comment:	yes

Purpose & Policy Considerations.

Grant application submittals

Requested Action.

Approve completion and submittal of grant applications and authorize the Mayor to sign the associated resolutions, certifications, and any other necessary forms.

Recommendations.

Approve grant applications.

Background.

The Office of State Lands and Investments (OSLI) has announced the availability of \$50 million in funding to provide grants of up to \$7.5 million to support six general categories from the Drinking Water State Revolving Fund (DWSR) and sewer projects from the Clean Water State Revolving Fund (CWSRF). Projects focused on drinking water can include treatment, transmission and distribution, sources of water, storage, consolidation of water supplies, and the creation of new water systems. In general, projects that present or prevent future violations of health-based drinking water standards are eligible for DWSRF funding. Projects focused on clean water/sewer for this grant funding can include secondary treatment, advanced treatment, infiltration and inflow corrections, major sewer repairs, new collectors and interceptors, corrections of sewer overflows, storm sewers, and nonpoint source issues. More information about these specific grants is available on the OSLI website here: <https://lands.wyo.gov/grants-loans/arpa-grants/water-and-sewer-arpa-grants>

Town staff, in coordination with the Town's hired grant funds consultant, Sustainable Strategies DC (SSDC), has identified two water/wastewater projects to pursue this source of Federal funding. Intended Use Plans (IUPs) for these projects were already submitted in anticipation of seeking grant support. The projects for which the Town would like to apply for funding are:

1. **Well 9** – This project is currently a high priority need in our water supply system. The Town has already drilled, tested, and capped a well in Rangeview Park. Engineering analysis is favorable, and a final report is forthcoming, as staff, Nelson Engineering (project consultant), and the Wyoming Water Development Commission have coordinated through an awarded Groundwater Exploration Grant. The next steps for completing a new well installation to enhance service to this area of town include design and construction of a well house and the associated infrastructure connections to the existing system.
2. **Highway 89 stormwater treatment unit** – This project installs an underground unit within our stormwater collection and conveyance system that removes a large portion of pollution prior to discharge into surface waters. This project is located near 1255 South Highway 89, at the bridge near Smith's grocery store. It is included in the Town's 2001 *Surface Water Drainage Infrastructure Master Plan*. Other similar treatment units are installed around town, with the most recent ones at Bruun Blvd (Willow and Broadway) and Powderhorn Lane. Another is designed and will be constructed as part of the Recreation Center expansion project.

The associated application forms for these projects are attached. While they were not filled out as of the date this Council meeting agenda packet was due, SSDC is in the process of completing the forms on the Town's behalf and will include them in the official submittal. Final proposals for this year's ARPA Clean Water and Drinking Water funds are due 12 August 2022.

Analysis.

These projects were selected as the priorities from a much larger list to pursue grant funding at this time because staff anticipates completing them within the requisite grant funding timeline. Additionally:

1. Well 9 design is currently budgeted in FY23.
2. Highway 89 stormwater treatment unit is near shovel-ready, and staff has confirmed with the engineering consultant that it could be completed and put out to bid in winter.

Possible Alternatives.

Council may choose to approve one application, both applications, or neither application for submittal.

Comprehensive Plan & Priority Alignment.

These projects support the Town Comprehensive Plan under **Common Value #3- Quality of Life.**

- Principle 8.1: Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
 - o Policy 8.1.e: Budget for service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population

The Highway 89 stormwater treatment unit project also supports the Town Comprehensive Plan under: **Common Value #1- Ecosystem Stewardship.**

- Principle 1.2: Preserve and enhance water and air quality
 - o Policy 1.2.b: Require filtration of runoff
 - o Policy 1.2.c: Monitor and maintain water quality

Common Value #2- Growth Management.

- Principle 3.5: Manage local growth with a regional perspective
 - o Policy 3.5.b: Strive not to export impacts to other jurisdictions in the region

Fiscal Impact.

There is no fee to apply for these grants. Costs to the Town are the required Town staff and SSDC time to coordinate and submit the applications, and (if awarded) the required Town staff time to administer use of funds and compliance with the terms of the grant awards.

These grants provide a maximum of 85% of the project costs with the other 15% required match from the applicant. A grant award offsets a large percentage of a project's cost. Reducing the Town's costs to implement capital projects leaves more funds available for other projects that compete for the same fund dollars. This allows the Town to stretch out its capital funds to ultimately complete more projects. Staff proposes applying for 80% of the Town's project costs with the other 20% required match from the Town. Proposing a higher match scores more points in the grant selection criteria.

The Well 9 project is included in the adopted FY23 budget. The budgeted funds will serve as the bulk of required match from the Town. The Well 9 project and any associated grant funds are accounted in the Water Enterprise Fund.

The Highway 89 stormwater treatment unit is not included in the adopted FY23 budget. If grant funding is awarded, staff will recommend an FY23 budget amendment for Council approval to accommodate the project cost in this fiscal year, or Council could direct staff to place the project in Public Works' FY24 requested budget. The project and any associated grant funds would be accounted in the Town's Capital Projects Fund.

If no projects are awarded, Public Works will continue with FY23 and FY24 capital project planning as anticipated but may run into project cost exceedances and would need to determine appropriate budgetary solutions if/when those times come.

Staff Impact.

Each grant application, any necessary presentations to the administering agencies, and (if awarded) administration, tracking, and reporting will require approximately 20 hours from the Public Works Director, 40 hours from the Engineering Division's assigned project manager, 3-5 hours from the Legal Department, and 10-15 hours from the Finance Department. (Total approximately 70-80 hours of Town staff time for each grant awarded.)

Attachments or Links.

Grant Application Forms

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to direct staff to complete and submit the ARPA grant applications for the recommended projects, and authorize the Mayor to sign the associated Resolution, Certification, and any other documents required for the applications.

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A GRANT THROUGH WATER AND SEWER ARPA GRANT PROGRAM FUNDING ON BEHALF OF THE GOVERNING BODY FOR THE

(NAME OF APPLICANT)

FOR THE PURPOSE OF

(STATE TITLE AND PUPOSE OF PROJECT)

WITNESSETH

WHEREAS, the Governing Body for the

Autofill

desires to participate in the Water & Sewer ARPA Grant program to assist in financing this project; and

WHEREAS, the Governing Body for the

Autofill

recognized the need for the project: and

WHEREAS, the WATER & SEWER ARPA GRANT program required that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

that a grant application in the amount of

be submitted to State Loan and Investment Board for consideration at a State Loan and Investment Board meeting to assist in funding

(Name of project)

BE IT FURTHER RESOLVED, that

(Name and title of persons)

are hereby designated as the authorized representatives of the

Autofill

to act on behalf of the Governing Body on all matters relating to this loan application.

PASSED, APPROVED AND ADOPTED THIS

Date

Signature

Printed

Name & Title

Attest:

Signature

Printed

Name & Title

OFFICE OF STATE LANDS AND INVESTMENTS

Water and Sewer ARPA Grant Program

Certification Statement

WHEREAS, the Governing Body for the

Hereby certifies that the funding being applied for under the WATER AND SEWER ARPA GRANTS program will be used in accordance with all requirements and conditions of the ARPA, 2022 Wyo. Sess. Laws Ch. 50, and this Chapter. If it is determined that the funds were not used as intended, the recipient shall refund disbursed funds to the Office within fifteen (15) Business Day following notification

Furthermore, it is certified that I have read the information on evidence based interventions and project demographic distributions. If my project has either denotation, I have included the requirements and the dollar amount of the total project spending that is allocated towards evidence based interventions and/or project demographic distribution in the verbiage of the project description.

BE IT FURTHER RESOLVED, that

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

(Date)

day of

(Month)

(Year)

(Signature)

(Name and Title)

Attest:

(Signature)

(Name and Title)

Applicant:

Project Name:

Date:

Address:

City:

State:

Zip Code:

Phone:

E-Mail:

Fax:

Federal EIN:

Unique Entity ID:

DUNS #:

Contact Person:

Address:

City:

State:

Zip Code:

Phone:

E-Mail:

Fax:

Engineer

Address:

City:

State:

Zip Code:

Phone:

E-Mail:

Fax:

Other:

Address:

City:

State:

Zip Code:

Phone:

E-Mail:

Fax:

State of Wyoming
State Loan and Investment Board
Water and Sewer ARPA Grants

Applicant

Entity Type

Name of Project

Project Priority of

Brief project description limited to 50 words or less.

Amount of Funding Requesting

NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding %
		Pending	Approved		
					#DIV/0!
					#DIV/0!
					#DIV/0!
					#DIV/0!
					#DIV/0!
Total Other Funding	\$0			\$0	

*Documentation to support the status of each funding source must be attached to the Application Packet.**

Estimated Total Project Cost:

\$0

Auto Calculated
(Amount Requested plus Total Other Funding)

Balance of Project Incomplete:

\$0

Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Reimbursement Rate:

#DIV/0!

Auto Calculated
(Amount Requested/Estimated Project Costs)

 (Final Reimbursement Rate is Determined by Board Approved Amount)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application. I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria. I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature (electronic signature if submitting electronically: s/John Doe) Date

Name and Title (typed)

Applicant: _____

Project Name: _____

Project Priority of

1. Population served by project:

2. Annual Median Household income: [AMHI Tables](#)

3. Engineer's estimate of useful life of project:

4. If your project was listed on the 2022 IUP, provide it's ranking

[Drinking Water SRF 2022 IUP](#)

[Clean Water SRF 2022 IUP](#)

5. What is the current status of the project?

6. Provide a description of the specific health or safety requirements the project will address and if the project is needed to meet Federal or State health and/or safety requirements. Districts must include a statement that the District owns the Sewer/Water system in its entirety.

7. Does the project include the construction or rehabilitation of a dam or dams?

8. Is the project needed mainly for fire protection?

9. Will the project finance the expansion of a drinking water system to attract future population growth?

10. Is the project creating, enhancing, or in compliance with a regionalization plan?

10a. Please explain below:

11. What percentage of your existing water/sewer system connections will benefit from this project?

12. If the project results in additional water supply, will more than 25% of the new water be devoted to commercial or industrial users?

12a. If Yes, please provide details.

13. Describe the extent to which private developers or subdividers will benefit from the project.

14. Does the project include the purchase of a building or land?

****If yes, a market analysis must be completed to determine the fair market value of the asset. Please include the market analysis with your submitted application.****

14a. Market Analysis is attached to the appl

15. Are the requested funds to supplemental funding for a planned or ongoing project that has already incurred higher project costs given the bidding environment and supply chain issues?

15a. If yes, provide the initial project costs and new project costs below.

Initial Project Cost

Percent Increase

Auto Calculates

New Project Cost

16. Which of the following statements best describes the project's ability to eliminate any EPA or DEQ regulatory violations?

EPA or DEQ regulatory violations?

17. Is there a plan for completing the project if, for any reason, the awarded funds are not expended by the established deadline? Explain below

18. Describe what led you to conclude the proposed project is needed.

18a. The project is part of an approved Master Plan for our system.

18b. We prepared a formal Engineering Report to address specific problems with our system. The proposed project was deemed the best alternative.

18c. This is an emergency project. No formal engineering investigation/review was conducted.

18d. Other - explain below

Questions 19-23 below are for Districts Only:

19. District formation documentation is attached:

20. Date District Formed:

21. Geographical Area:

sdg

22. Number and Types of Lots Served:

sfg

Applicant: _____

Project Name: _____

Estimated Project Budget Table By Funding Source

1. All funding sources and all project related expenses must be included in the table below.

Completed By: _____ Completed For: _____

	Funding Source:	Funding Source:	Funding Source:	Funding Source:	
Activity Costs:	s	s	s	s	Total
Administration					\$0
Legal					\$0
Land Acquisition					\$0
Engineering- Basic					\$0
Engineering- Resident Project Rep. Services					\$0
Engineering- Additional Services					\$0
Construction					\$0
Contingency					\$0
Total Project Costs	\$0	\$0	\$0	\$0	\$0
Funding Source Percentage By Project Costs	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

ERROR CHECK - If false, this table does not match information on the General Information Tab. TRUE
If True, information in this tables matches the General Information Tab.

PROJECT TIMELINE

Task	Date	Actual/Estimate
Design Project		
Contract documents submitted to SRF Staff for approval		
Apply for DEQ Permit to Construct		
All permits, easements, Right of Ways approved or		
Publish call for bids approved by SRF Staff		
Construction start date		
Substantial completion date		
Construction end date		

Applicant: _____

Project Name: _____

1. List Outstanding Debt/Lease/Bond (if any), associated with the system for which you are applying.

Lender	Current Balance	Payment Amount	Interest rate	Payment Frequency	Maturity date or Years remaining

2. Is there an actual or potential financial impact on the applicant from litigation?

2a. If yes, please describe below:

3. Provide one (1) copy of the last three (3) years of financial statements; preferably prepared by an independent auditor/CPA.

- * If applying through hard copy, these can be submitted on a thumb drive or as hard copies. If applying through the portal, please upload these in the supporting documentation file.
- * If the current year is not available, please explain why.
- * Detail in the table below the type of financial statement you are submitting, the fiscal year it covers as well as whether it is a hard copy or on a thumb drive.

Note: If an independent audit has not been performed, then the applicant should submit the last three years of Financial Forms used by the Wyoming Department of Audit (Survey of Local Government Finances F-32 and F-66WY4 for Special Districts, Annual City and Town Financial Report F-66WY2 for Cities and Towns).

Submitted (Audit, F-32, F-66WT4, or F66WY2)	Year		Thumb Drive	Hard Copy	Uploaded

If 2021 financial statements are not available, explain below.

4. Submit one copy of the approved current annual budget and next year’s budget when approved.

	Year		Thumb Drive	Hard Copy	Uploaded
Current Budget					
Next Budget					

Fiscal Year			
-------------	--	--	--

Property Assessments Collected			
Property Assessments Levied			

5. Provide a letter from the County Assessor with dollar amount of the assessment being collected and assessor’s list of properties being assessed.

5a. Supporting assessment documentation attached:

6. Provide the following information for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Total Investments	
Year	Amount

Total Cash Balances	
Year	Amount

7. Provide the prior three (3) years (2019-2021 or 2020-2022) net income for the enterprise account for which you are requesting funding. If you are requesting funding for a project that includes a water and sewer component provide the information for both enterprise accounts.

Water		
Year	Amount	%
		#DIV/0!
		#DIV/0!

Sewer		
Year	Amount	%
		#DIV/0!
		#DIV/0!

8. Provide the following information related to reserve accounts enterprise account for which funds are being requested for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Water Reserve Account	
Year	Amount

Sewer Reserve Account	
Year	Amount

General Fund Reserve	
Year	Amount

Other	
Year	Amount

9. Was Direct ARPA funding received by the applicant?

9a. If Direct ARPA funding was received, provide the amount received and how those funds have been spent. If they have not been spent, what is the plan to spend them?

Applicant: _____

Project Name: _____

Water/Sewer System Utilization:

	Annual Usage (Gallons)	% of Total Usage	Annual Revenue (\$)	% of Total Revenue
Residential		#DIV/0!		#DIV/0!
Commercial		#DIV/0!		#DIV/0!
Other		#DIV/0!		#DIV/0!
Total	-	#DIV/0!	\$ -	#DIV/0!

Number of Residential Connections:

Number of Commercial Connections:

Number of Other Connections:

Total Number Current Connections:

Number of Connections Affected By Proposed Project:

Water Meters in Use?

Water/Sewer Rate Effective date:

Check box to confirm Current Rate Ordinance is provided with application: ☐

Are rates scheduled to be increased? ☐

If yes, date of expected rate increase

Residential Rate Structure:

Base Rate		For up to:		gallons
Overage Block 1		per		gallons
Overage Block 2		per		gallons
Overage Block 3		per		gallons
Overage Block 4		per		gallons
Overage Block 5		per		gallons

Commercial Rate Structure:

Base Rate		For up to:		gallons
Overage Block 1		per		gallons
Overage Block 2		per		gallons
Overage Block 3		per		gallons
Overage Block 4		per		gallons
Overage Block 5		per		gallons

Other Rate Structure:

Base Rate		For up to:		gallons
Overage Block 1		per		gallons
Overage Block 2		per		gallons
Overage Block 3		per		gallons
Overage Block 4		per		gallons
Overage Block 5		per		gallons

Applicable Engineer’s rate study reports attached? ☐

Applicant: _____

Project Name: _____

20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Revenue:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
Beginning cash on hand		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessments						
Unmetered Sewer/Water Revenue						
Metered Sewer/Water Revenue						
Other Revenue						
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
O & M expenses						
Salaries and Wages						
Purchased Water						
Purchased Power						
Current Debt payments						
New CW or DW debt payment						
Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending cash on hand	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant: _____

Project Name: _____

20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant: _____

Project Name: _____

20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant: _____

Project Name: _____

All DW related projects funded with ARPA dollars must meet the eligibility requirements established in the below EPA CWSRF Eligibility Handbook.

[EPA Drinking Water Eligibility Handbook](#)

1. Public Water System (PWS) ID Number

2. Provide the proportionate cost of the project for each project category below.

	%	Dollars
Plan & Design	#DIV/0!	
Treatment	#DIV/0!	
Transmission & Distribution	#DIV/0!	
Source	#DIV/0!	
Storage	#DIV/0!	
Purchase	#DIV/0!	
Restructure	#DIV/0!	
Land Acquisition	#DIV/0!	
Other	#DIV/0!	

Total Project Funding:

Auto Calculates

Amount matches General Information Tab TRUE

3. Based on the above, which Project Category (see below) do you believe your project best fits?

- 5.10 DW: Treatment
- 5.11 DW: Transmission & Distribution
- 5.12 DW: Lead Remediation, including in Schools/Daycares
- 5.13 DW: Source
- 5.14 DW: Storage
- 5.15 DW: Other water infrastructure
- 5.16 Water and Sewer: Private Wells
- 5.17 Water and Sewer: IIJA Bureau of Reclamation Match
- 5.18 Water and Sewer: Other

Applicant _____

Project Name _____

All CW related projects funded with ARPA dollars must meet the eligibility requirements established in the below EPA CWSRF Eligibility Handbook.

[EPA CWSRF Eligibility Handbook](#)

1. National Pollutant Discharge Elimination System (NPDES) Permit Number

2. Provide the proportionate cost of the project for each project category below.

	%	Dollars
Secondary Treatment	#DIV/0!	
Advanced Treatment	#DIV/0!	
Infiltra/Inflow Correction	#DIV/0!	
Major Sewer Rehabilitation	#DIV/0!	
New Collectors	#DIV/0!	
New Interceptors	#DIV/0!	
Corrections of Combined Sewer Overflows	#DIV/0!	
Storm Sewers	#DIV/0!	
Nonpoint Source	#DIV/0!	
Other	#DIV/0!	

Total Project Funding:

\$0

Auto Calculate

Amount matches General Information Tab TRUE

3. Based on the information above, which Project Category do you believe your project best fits?

5.10

- 5.1 Centralized Wastewater Treatment
- 5.2 Centralized Wastewater Collection and Conveyance
- 5.3 Decentralized Wastewater
- 5.4 Combined Sewer Overflows
- 5.5 Other Sewer Infrastructure
- 5.6 Stormwater
- 5.7 Energy Conservation
- 5.8 Water Conservation
- 5.9 Nonpoint Source
- 5.16 Water and Sewer: Private Wells
- 5.17 Water and Sewer: IJJA Bureau of Reclamation Match
- 5.18 Water and Sewer: Other

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Larry Pardee, Town Manager
Agenda Item:	BUILD Grant Subrecipient Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

This item is a continuation of the discussion and a potential placeholder for further discussion and/or a decision if the BUILD Grant Subrecipient Agreement has not been resolved at the August 1 JIM earlier in the day. All documents for the BUILD Grant can be found in the online packet for the August 1 JIM.

Requested Action.

Recommendations.

Background.

Analysis.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

Staff Impact.

Attachments or Links.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Core Services Vehicle Maintenance Facility Project Contract Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve a construction services contract ("Contract") with Dick Anderson Construction and overall project budget for the Core Services Vehicle Maintenance Facility Project.

Requested Action.

To approve the Contract and total overall project budget with Dick Anderson Construction for construction of the Core Services Vehicle Maintenance Facility Project.

Recommendations.

Staff recommends approval of the Contract with Dick Anderson Construction and further recommends approval of the overall project budget.

Background.

In 2019, Teton County voters approved a SPET measure for the planning, designing, engineering, and construction of the Core Services Vehicle Maintenance Facility, that would serve and maintain critical response and general use vehicles of Teton County and the Town of Jackson, in the amount of \$18,500,000. The Core Services Vehicle Maintenance Facility is part of a master plan for 55 Karns Meadow Drive site, which includes START Bus, Core Services Vehicle Maintenance, and a future site for employee housing.

Upon approval of the 2019 SPET, staff began working with Jorgensen Engineering and their consultants to both review and update the original plans for this project. Since the original plans were created in 2014, updates to building codes as it relates to structural, electrical, architectural were needed. Staff also worked with the design team to further find design alternatives and value engineering options that could provide the construction of the facility at the lowest cost possible. In anticipation of higher-than-normal construction and labor costs, staff and the design team analyzed the overall building program and design to keep construction costs as low as possible. Further, staff also employed a multitude of strategies that would ensure the efficient construction of the facility at the lowest cost possible:

- a) The capital construction checklist, created and approved by the "After Action" Committee (Town and County), is required for all projects with a projected cost approaching or exceeding \$1 million. Staff used this checklist as a resource to aid in the delivery of a successful project.
- b) The design team employed the use of a third-party code review consultant (West Coast Compliance Services) that would ensure all building codes were adhered to and reflected in the overall design.
- c) The design team employed the use a third-party estimator (Parametrix), who completed a wholistic cost estimation of the entire project. This estimation was performed three times (the third estimate was performed on November 4, 2021) during the course of design and building permit submittal.

In January of 2022, Jorgensen Engineering put the project out to bid and received zero bids on the due date. After staff received zero bids, Jorgensen reached out to the qualified bidders to ascertain the reason they did

not submit any bids, and according to the contractors contacted, was due to the fact most building contractors were extremely busy and already had projects lined up for the year.

Staff then regrouped with our Jorgensen team and determined an alternative path moving forward, which was to advertise and select a contractor under a Construction Management General Services (CMGC) contract, which would allow for contractor cost estimation, procurement, scheduling, and possibly phasing of the project. Dick Anderson Construction was selected for this service (through an RFP) and was approved by the Council on March 21, 2022.

Analysis.

The overall approach to the Pre-Construction phase was to provide an estimated cost of construction based on the bids provided by all division's (electrical, plumbing, concrete, etc.) of the project. The overall project budget is presented in items #1 - #4 below:

1. Construction Contract (with Dick Anderson Construction)

The overall budget for this project will consist of three parts: The cost to construct the project, Engineer of Record/Owner's Rep to manage the project, and an owner's contingency. The total estimated cost for the construction of the Core Services Vehicle Maintenance Facility Project is outlined below and includes the Base Bid (facility and site improvements):

Core Services Vehicle Maintenance Construction Cost		
Base Bid GMP		\$ 29,962,000
Total Cost:		\$ 29,962,000

Though alternatives were considered, staff recommends only constructing the Base Bid at this time.

Staff would like to note that in the current inflationary construction period that exists today, there is a stipulation in the Contract that takes material escalation into account. Specifically, if the cost of materials increases during the timeline of construction, both Town and the contractor will split those cost 50-50. Conversely, if the cost of materials decreases over the timeline of construction, both the Town and contractor will split those savings 50-50. This measure was taken to both encourage material cost control and to provide a mechanism for equitable sharing of the risk.

2. Engineer & Architect of Record Services/Owner's Representative

There are additional costs to the project for professional services for both Engineer & Architect of Record and Owner's Representative. Both the Engineer of Record and the Architect of Record have their respective professional seals attached to their construction plans, therefore it is typical to retain services within each design discipline during the course of construction for: compliance with safety/mechanical codes, scheduling multiple site visits, construction surveying, material testing, specification submittals/review, request for information (RFI's) from the contractor, building code/energy code compliance, creation of final record drawings, etc. The Engineer of Record and Architect of Record also serve to protect the owner against unapproved changes to the building and building systems. Jorgensen Engineering is the responsible "Engineer of Record" and Stantec is the responsible "Architect of Record" for this project.

Jorgensen Engineering is also being retained as the “Owner’s Representative” for the project. An owner’s representative facilitates communication across all team members to ensure information is being shared/communicated efficiently and effectively. The scope for these services will include overall project management, reviewing pay applications, maintaining/developing project files, and general overall construction administration. In order to simplify the contract with one consultant, Jorgensen Engineering will administer the Engineer & Architect of Record Services/Owner’s Representative contract:

Engineer & Architect of Record Services/Owner's Representative			
Owner's Representative		\$	556,800
Engineer/Architect of Record		\$	1,137,830
Total Cost:		\$	1,694,630

3. Owner’s Contingency

Staff is also requesting funding for an Owner’s contingency. Within the Contract for the construction of the project, the Dick Anderson Construction budgeted 6% (\$1,692,066) contingency for the it’s use to cover such things as scope gap, costs to expedite materials or accelerate performance to make up for unforeseen delays, certain types of unforeseen expenses, or other reasons or causes unrelated to a formal change order. In addition to this amount, the Town can also set aside its own, separate contingency to reduce the Town’s overall risk and cover any additional unforeseen occurrences and any unforeseen change orders. Both the Construction Manager and Owner contingencies combine for a total contingency of 8.2% for the project.

Owner's Contingency	
Contingency Amount	\$ 750,000
Total Cost:	\$ 750,000

Core Services Vehicle Maintenance Overall Project Budget

As outlined above, components #1 - #3 make up the overall project budget. The overall project budget is presented below:

Core Services Vehicle Maintenance Overall Project Budget	
Base Bid GMP	\$ 29,962,000
Enginner/Architect of Record/Owner's Rep	\$ 1,694,630
Owner Contingency	\$ 750,000
Total Cost:	\$ 32,406,630

Possible Alternatives.

Council has a few alternatives in considering approving this project:

1. Approve the overall project budget and contract agreement with Dick Anderson Construction with an anticipated start date of Aug/Sept 2022.
2. Do not approve the project budget and contract agreement with Dick Anderson Construction at this time.

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - o Principle 2.3 - Reduce greenhouse gas emissions through transportation
- Chapter 7: Multimodal Transportation
 - o Principle 7.3 – Coordinate transportation planning regionally
- Chapter 8: Quality Community Service Provision
 - o Principle 8.1 – Maintain current, coordinated service delivery
 - o Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

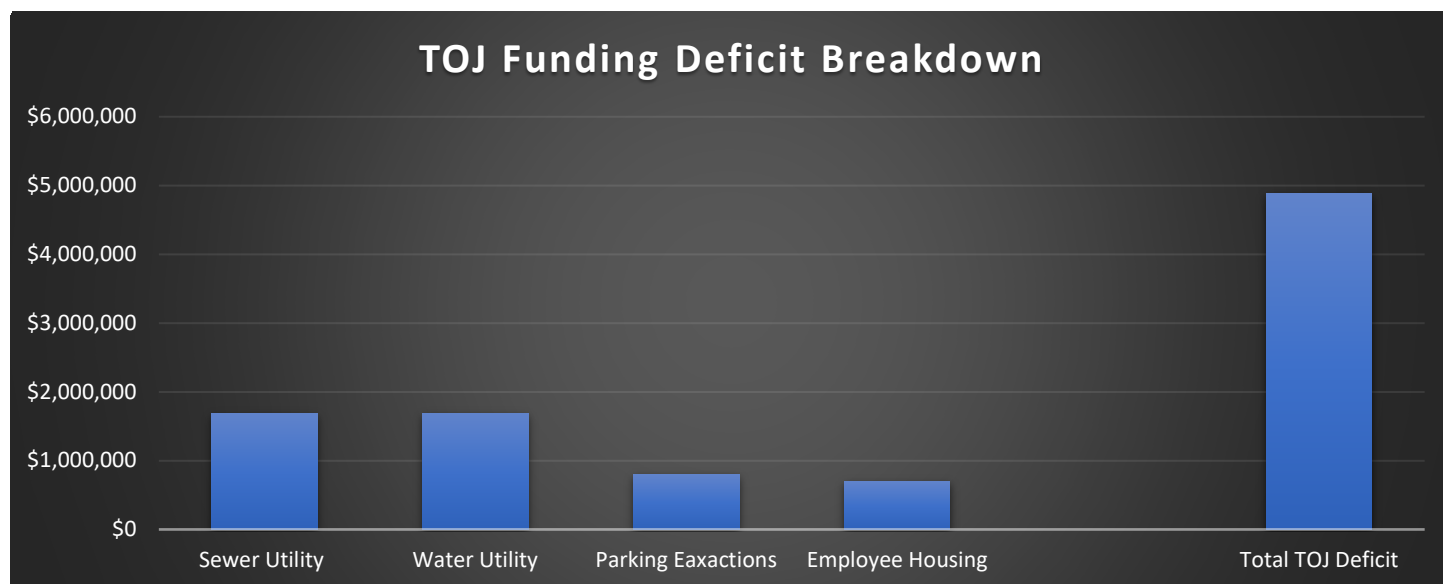
Fiscal Impact.

Fiscal impact for this item includes the overall project budget, including project deficits as noted below:

Revenues		\$ Amount
	2019 SPET	\$18,000,000
	Interest	\$180,000
	Total	\$18,180,000
Expense		
	Project Budget	\$32,406,630
	Total Project Deficit	\$14,226,630
Joint Funding Alternative		
	Town 50%	\$7,113,315
	Split 50% (TOJ & TC)	\$7,113,315
	Town 46%	\$3,272,125
	County 54%	\$3,841,190
Town Deficit		
	Town Project Deficit	\$10,385,440
	FY23 Capital Fund	\$5,500,000
	Town Deficit	\$4,885,440
	Town Additional Revenues	
	Sewer Utility Loan	\$1,692,720
	Water Utility Loan	\$1,692,720
	Parking Exactions	\$800,000
	Employee Housing	\$700,000
	Total	\$4,885,440

As indicated, the overall project budget shortfall is \$14,226,630. Staff is recommending splitting that shortfall into two equal parts of \$7,113,315. The Town would be fully financially responsible for one of those equal parts and the other equal part would be split 46% and 54% between the Town and County.

Once that split is complete, the Town would see a funding deficit of \$4,885,440. This deficit could be paid for out of parking exactions, employee housing, and through two loans from our utility fund (water and sewer, to be paid back over 5 years).



Future fiscal impacts of the Core Services Vehicle Maintenance Facility if constructed include capital improvement projects that may need to be deferred into future years. In essence, if Council (and Teton County) ultimately approve this transportation project, other projects such as the Downtown Pedestrian Project, Gregory Lane, North Cache Complete Street, King Street Complete Street, Vine Street Complete Street, and some facility maintenance items may need to be deferred depending on future revenues and budgets.

Additionally, there are risks within the construction industry centered around material inflation, transportation, labor, and the fact we are still experiencing the effects of the COVID-19 pandemic. Staff has worked very closely with our contractor to greatly minimize the Town's financial exposure, but ultimately, staff cannot predict the future of the construction industry for the next few years. If Council chooses to defer this project into future years, there exists the potential for construction costs to further increase and the possibility that commercial contractors will be busy with other large construction projects.

Staff Impact.

Staff impact for this item includes roughly 30 hours working with our consultant and CMGC contractor, Dick Anderson Construction, to arrive at the Contract budget conclusion. Legal also spent roughly 25 hours reviewing and editing all legal documents with the contract and overall agreement. If approved, staff estimates spending 8 hours a week working with our Owner's Representative to make sure all project goals are completed.

Attachments or Links.

- Dick Anderson Construction Contract Proposal
- AIA A133 Agreement Between Owner and Construction Manager as Constructor

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

1. I move to approve the Core Services Vehicle Maintenance Facility Contract with Dick Anderson Construction in the amount of \$29,962,000 and authorize the Mayor to execute all necessary contract agreements.
2. I move to approve the overall project budget for the Core Services Vehicle Maintenance Facility in the amount of \$32,406,630, including additional appropriations as indicated in this staff report.



**DICK ANDERSON
CONSTRUCTION**

07/20/2022

Johnny Ziem
Public Works Director
Town of Jackson
450 W Snow King Avenue
Jackson, WY 83001

Johnny,

Thank you and the Town of Jackson for selecting Dick Anderson Construction as your CM/GC for the TOJ CORE Services Vehicle Maintenance project. As you are aware, Dick Anderson Construction has spent the last couple of months assembling the attached Guaranteed Maximum Price (GMP) for the project and have successfully received bids for almost every bid package. The documents referenced for the project pricing are the 100% Contract Documents for Construction dated November 23, 2021, which include drawings, specifications and Addendum #3 issued May 26, 2022. Per the agreement, DAC has assembled bid packages and solicited qualified subcontractors and suppliers to complete the work in each of these bid packages, and below are the bidding results.

TOTAL GUARANTEED MAXIMUM PRICE (GMP) = \$34,800,407

- BASE BID GMP = \$29,893,164
- ALTERNATE #1 BUS STORAGE GMP = \$4,263,924
- ALTERNATE #2 (Fuel Island) = \$643,319

Please note that DAC did not receive subcontractor bids for bid packages 10-3 (Signage), 13-2 (Prefab. Solar Building), 31-2 (Fencing), and 32-1 (Landscape). Allowances have been included for these four bid packages within the GMP breakdown, based on recent bids received on other projects and DAC's knowledge of the current construction market. Also, the bid package for the quartz-aggregate concrete topping has been excluded, based on an email from the architect dated 7/18/22.

Phased Contract:

DAC also assembled a breakdown of costs for a phased contract approach, as discussed recently in our weekly project meeting. This strategy would break the project into three bid phases in order to manage the budget and potentially increase subcontractor interest. Currently, a complete breakdown of the phased approach is available only for the base bid.

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

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A summary of the bid phases are as follows:

- Bid Phase 1: Includes all bid packages required to complete an enclosed building (minus siding panels), i.e., building concrete, precast walls, structural steel, roofing, doors, and exterior glazing (Kalwall). This bid phase also includes site concrete and all sitework (minus landscape and fencing). The total for Bid Phase 1 is \$15,232,321.
- Bid Phase 2: Includes all bid packages for building systems, i.e., mechanical, plumbing, fire protection, and electrical, as well as components of the building that are related to the MEP installation (partitions, lifts, elevator, bridge crane, etc.). The total for Bid Phase 2 is \$12,560,411.
- Bid Phase 3: Includes the remainder of the bid packages, which includes mainly interior finishes, specialties, and casework, exterior siding, fencing, and landscaping. The total for Bid Phase 3 is \$2,100,431.

In closing, thank you again for choosing DAC to be your CM/GC on this important project. If you have any questions or comments on the numbers we have provided, feel free to reach out at any time. We look forward to hearing your feedback.

Regards,

JOHN ADAMS

Estimator/Preconstruction

O: 406-248-3700

C: 406-925-1378

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

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Town of Jackson CORE Services Vehicle Maintenance Facility
Jackson, Wyoming



BID PACKAGE	APPARENT LOW BASE BID	APPARENT LOW ALT 1 BID	APPARENT LOW ALT 2 BID
01-1 FINAL CLEANING	\$33,817.62	\$13,623.10	
03-1 BUILDING CONCRETE	\$1,765,305.42	\$481,491.96	\$147,666.54
03-2 PRECAST SUPPLY & ERECTION	\$1,784,977.00	\$593,268.00	
04-1 MASONRY	\$409,137.00	\$531,951.00	
05-1 STRUCTURAL STEEL SUPPLY & ERECTION	\$2,356,071.00	\$754,735.00	\$2,895.00
06-1 ROUGH CARP & MISC.	\$502,215.00	\$217,097.00	
06-2 FINISH CARP & CASEWORK	\$76,265.00		
07-1 INSULATION	\$31,628.00		
07-2 ROOFING & SHEETMETAL	\$632,465.00	\$251,935.00	\$0.00
07-3 EXT. SIDING SYSTEMS	\$289,300.00	\$5,700.00	\$0.00
08-1 DOORS & HARDWARE	\$190,341.00	\$7,145.00	0
08-2 GLAZING & KALWALL	\$171,072.00		
08-3 SPECIALTY & OH DOORS	\$527,697.00	\$85,650.05	
09-1 METAL STUD FRAMING	\$172,442.00	\$14,574.00	
09-2 GYPSUM BOARD ASSEMBLIES	in 09-1		
09-3 FLOORING & TILE	\$105,920.60		
09-4 SUSPENDED CEILINGS	in 09-1		

BID PACKAGE (cont.)	APPARENT LOW BASE BID	APPARENT LOW ALT 1 BID	APPARENT LOW ALT 2 BID
09-5 PAINTING & WALL COVERING	\$585,200.00		
09-6 SPECIAL FLOOR/WALL COATINGS	\$74,988.00		
10-1 SPECIALTIES	\$81,238.00		
10-3 SIGNAGE (ALLOWANCE)	\$35,000.00		
11-1 EQUIPMENT	\$1,389,941.00		
12-1 WINDOW TREATMENTS	in 09-3		
13-2 PREFAB. PRECAST SOLAR BLG. (ALLOWANCE)	\$100,000.00		
14-1 ELEVATOR	\$119,104.00		
21-1 FIRE SPRINKLER	\$228,149.00	\$76,357.00	
22-1 PLUMBING	\$5,132,540.00	\$406,825.00	\$2,895.00
23-1 HVAC	above	above	
26-1 ELECTRICAL & SPECIAL SYSTEMS	\$2,470,662.00	\$286,320.00	\$408,805.00
31-1 SITEWORK & UTILITIES	\$3,923,372.00		
31-1.1 SITE CONCRETE	\$342,838.93		
31-2 FENCING (ALLOWANCE)	\$50,000.00		
32-1 LANDSCAPE (ALLOWANCE)	\$300,000.00		
41-1 OVERHEAD BRIDGE CRANE	\$181,482.00		
TOTALS	\$24,063,168.57	\$3,726,672.11	\$562,261.54

Total GMP Breakdown: Single Bid Phase

Town of Jackson CORE Services Vehicle Maintenance Facility
Jackson, Wyoming



TOTAL GMP - SINGLE BID PHASE		BASE PROJECT	ALT 1	Alt 2
General Conditions		\$ 1,700,000.00	\$ -	\$ -
Temp Heat Allowance		\$ 150,000.00	\$ -	\$ -
Snow Removal		\$ 75,000.00	\$ -	\$ -
Cost of Construction Bid Packages		\$24,063,168.57	\$ 3,726,672.11	\$ 562,261.54
Subtotal		\$ 25,988,168.57	\$ 3,726,672.11	\$ 562,261.54
General Liability Insurance	1.50%	\$ 389,822.53	\$ 55,900.08	\$ 8,433.92
Builders Risk (By Owner)	0	\$ -	\$ -	\$ -
Sub-guard Insurance	1.30%	\$ 337,846.19	\$ 48,446.74	\$ 7,309.40
Subtotal		\$ 26,715,837.29	\$ 3,831,018.93	\$ 578,004.86
DAC Payment & Performance Bond		\$ 142,351.00	\$ -	\$ -
Subtotal		\$ 26,858,188.29	\$ 3,831,018.93	\$ 578,004.86
DAC RFP Margin	5%	\$1,342,909.41	\$191,550.95	\$28,900.24
Total		\$ 28,201,097.70	\$ 4,022,569.88	\$ 606,905.11
Construction Contingency	6%	\$ 1,692,065.86	\$ 241,354.19	\$ 36,414.31
Total GMP		\$ 29,893,163.57	\$ 4,263,924.07	\$ 643,319.41

Total GMP Breakdown: Single Bid Phase

DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:

Johnny Ziem, Assistant Public Works Director, Owner's Representative
The Town of Jackson, Wyoming
P.O. Box 1687
Jackson, WY 83001

and the Construction Manager:

Dick Anderson Construction
2675 Heartland Drive
Sheridan, WY 82801

for the following Project:

Core Services Vehicle Maintenance Facility
55 Karns Meadow Drive
Jackson, WY 83001

The Engineer:

Jorgensen Associates (Engineer of Record)
P.O. Box 9550
270 E. Simpson Ave.
Jackson, WY 83002

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

Not applicable - Construction Documents have been submitted to the Town's Building Department for permit plan review.

§ 1.1.2 The Project's physical characteristics:

Building addition and site improvements to the existing START Bus facility to service and maintain critical response and general use vehicles of Teton County and the Town of Jackson. Building addition includes an approximately 31,346 square foot vehicle maintenance facility on north side of existing START Bus building.

Site work includes approximately 249,600 square feet of improvements (pavement, curb, gutter, stormwater, lighting, etc.). The proposed alternates are as follows:

Add Alternate #01, Bus Storage: The addition of a 11,565 square foot space building constructed on the southeast side of the existing START Bus facility.

Add Alternate #02, Fuel Island: The addition of a fuel island controls and pumping system on the south side of the existing START Bus facility.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

The Owner's budget includes \$18,500,000 in SPET funding and may include appropriations in the FY23 Town Budget.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Not applicable

- .2 Construction commencement date:

The construction commencement date shall be fixed in a Notice to Proceed issued by Owner after approval of the GMP First Amendment

- .3 Substantial Completion date or dates:

Four-Hundred Eighty calendar days from the date of commencement.

- .4 Final Completion date or dates:

Forty-Five calendar days from the date of substantial completion

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

The Owner will consider accelerated or fast-track scheduling and phased construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

No Sustainable Objective.

§ 1.1.6.1 Reserved.

§ 1.1.7 Other Project information:

2019 SPET Core Services Vehicle Maintenance Facility:
\$18,500,000.00 for the planning, designing, engineering, and constructing a Core Services Vehicle Maintenance Facility, to service and maintain critical response and general use vehicles of Teton County and the Town of Jackson. These include, but are not limited to, snowplows, street maintenance vehicles, law

enforcement vehicles, water/sewer maintenance vehicles, and buses. Any unexpended funds, including any unused funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of the Core Services Vehicle Maintenance Facility. This project is sponsored by the Town of Jackson.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Johnny Ziem, Assistant Public Works Director, Owner's Representative
The Town of Jackson, Wyoming
P.O. Box 1687
Jackson, WY 83001

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Reed Armijo
Jorgensen Associates (Engineer of Record)
P.O. Box 9550
270 E. Simpson Ave.
Jackson, WY 83002

§ 1.1.10 The Owner shall retain the following consultants and contractors:

See PROJECT MANUAL, Section 00 01 09 - PROJECT DIRECTORY.

§ 1.1.11 The Engineer's representative:

Reed Armijo
Jorgensen Associates (Engineer of Record)
P.O. Box 9550
270 E. Simpson Ave.
Jackson, WY 83002

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

John Danby
Project Manager
2675 Heartland Drive
Sheridan, WY 82801

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

As indicated in Statement of Proposal for Construction Management General Contracting, Project No. 22-06 for the Core Services Vehicle Maintenance Facility, prepared by Dick Anderson Construction, dated March 3, 2022.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

See ARTICLE 15 SCOPE OF THE AGREEMENT below, the Project Manual.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See ARTICLE 15 SCOPE OF THE AGREEMENT below.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price First Amendment, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price and revisions prepared by the Engineer and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an professional, expeditious, and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the General Conditions of the Contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Engineer and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Engineer and Owner regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Engineer in establishing building information modeling and digital data protocols for the Project, using Stantec's Electronic Exchange Agreement, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price First Amendment; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of

products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Engineer and Owner, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the most current design and other design criteria prepared by the Engineer, the Construction Manager shall prepare, for the Engineer's review and the Owner's approval, preliminary estimates of the Cost of the Work. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 The Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Engineer, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

§ 3.1.6.3 If the Engineer is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Engineer's cost estimates, the Construction Manager and the Engineer shall work together to reconcile the cost estimates.

§ 3.1.7 The Construction Manager shall consult with the Owner and Engineer and make recommendations regarding constructability and schedules, for the Engineer's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Engineer regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Engineer's and Owner's review and approval.

§ 3.1.10 Reserved.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for items to the Construction Manager and the Construction Manager shall thereafter accept responsibility and warranty for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager:

As indicated in Statement of Proposal for Construction Management General Contracting, for Core Services Vehicle Maintenance Facility, prepared by Dick Anderson Construction, dated March 3, 2022.

§ 3.2 Guaranteed Maximum Price First Amendment

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price First Amendment for the Owner's and Engineer's review, and the Owner's acceptance. The Guaranteed Maximum Price First Amendment shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by an Engineer and Owner approved Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price First Amendment a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price First Amendment, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee as set forth in Section 6.1.2;
- .4 The anticipated date of Substantial Completion and Final Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price First Amendment, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager's contingency, which is a sum mutually agreed to by Construction Manager and Owner to cover additional development of plans and specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order or are not a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. The contingency may be used by Construction Manager for such reasons as scope gap, costs to expedite materials or accelerate performance to make up for unforeseen delays that are the responsibility of Construction Manager, unforeseen general conditions expense, subcontractor buy-out errors by Construction Manager, subcontractor default and liens, or other reason or cause unrelated to a Change in the Work or unrelated to an event for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. Construction Manager will not be required to use its contingency for items that are the basis for a Change Order or for a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement, including (without limitation) Owner-directed changes, insufficient coordination of or deficiencies in design documents that are the responsibility of the Owner, liquidated damages, unforeseen or differing site conditions that are the responsibility of the Owner, tariffs, unforeseen delay events beyond the control of Construction Manager (per § 8.3.1 of the General Conditions), increased costs due to unforeseen federal, state, local, health orders as it relates to epidemics/pandemics, increased costs due to a declared state of emergency, and failure of subcontractors or suppliers to honor quotes during the buy-out process. Any contingency remaining at the end of the Project shall be returned to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Engineer to review the Guaranteed Maximum Price proposal. In the event that the Owner or Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price First Amendment, Exhibit A, amending this Agreement, a copy of which the Owner shall provide to the Engineer. The Guaranteed Maximum Price First Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Engineer of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes, except for provisions made in section 3.6.1 of the Supplementary Conditions, for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price First Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Engineer.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price, the Construction Manager shall prepare and submit to the Owner and Engineer a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 Contractor’s Construction and Submittal Schedules of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written monthly progress reports to the Owner and Engineer, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Engineer, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, estimates for uncompleted tasks, and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer and shall provide this information in its monthly reports to the Owner and Engineer, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Engineer. The Owner and the Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Reserved.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Engineer

The Owner shall retain an Engineer to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Engineer, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Engineer, and any further modifications to the Engineer's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

Task 3.1 Pre-Construction Phase Fee: \$58,900.00 (Fifty-Eight Thousand Nine Hundred Dollars).

Task 3.2 Guaranteed Maximum Price (GMP) Phase: \$31,700.00 (Thirty-One Thousand Seven Hundred Dollars).

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager's labor rates and schedule for key personnel, if any, are set forth below by Exhibit C attached to Agreement.

Individual or Position	Rate
-------------------------------	-------------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Two (2) months of the date of this Agreement, through no fault of the Construction Manager or Owner, the Construction Manager's compensation for Preconstruction Phase shall not be increased.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be invoiced monthly in proportion to services performed.

§ 5.2.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 3% for each thirty (30) day period after the due date.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

Task 3.3 Construction Phase Services: Five Percent (5.0%) of the cost of the Work.

§ 6.1.3 Reserved.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Reserved.

§ 6.1.6 Liquidated damages, if any:

If the Construction Manager fails to achieve Substantial Completion of the Work in Four-Hundred and Eighty calendar days from date of commencement or fails to achieve any of the contract milestones, the Construction Manager agrees to pay the Owner \$4,000.00 per day as liquidated damages to cover losses, expenses, and damages of the Owner for each calendar day which the Construction Manager fails to achieve Substantial Completion of the entire project, subject to the following limitations: (i) Owner agrees to a twenty (20) day grace period following Substantial Completion, where liquidated damages will not be assessed; and (ii) liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by the Owner resulting from not attaining the Substantial Completion date. Furthermore, in the event of partial occupancy, the Construction Manager shall also be entitled to a pro rata reduction in liquidated damages, if any, based on the per day square footage of the Project being occupied divided by the total square footage of the entire Project.

§ 6.1.7 Reserved.

§ 6.2 Guaranteed Maximum Price

§ 6.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.2 POTENTIALLY PRICE-IMPACTED MATERIAL. Certain markets providing essential materials to the Project are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price of materials required for construction of the Project. This Section provides for an equitable allocation of the risk of such market conditions between the Owner and the Construction Manager.

- .1 **BASELINE PRICE.** The Construction Manager's Guaranteed Maximum Price will be based upon market prices for materials as of the date of the Guaranteed Maximum Price First Amendment, Exhibit A ("Baseline Price").
- .2 **INCREASE ADJUSTMENT IN BASELINE PRICE.** If during the course of the Project any materials required for construction of the Project experience an increase in their Baseline Price, the Construction Manager shall notify the Owner in writing, no later than ten (10) days from the date the Construction Manager becomes aware of said increase, stating the basis for an adjustment to the Guaranteed Maximum Price, providing appropriate documentation substantiating such adjustment, and stating such adjustment shall be split 50-50 between the

parties. An adjustment in the pricing for any material shall include the same percentage for overhead and profit used for the Project. In the event of an increase in any material prices, the Guaranteed Maximum Price shall be equitably adjusted to reflect such increase, but only for those materials approved by Owner from the date of the written notice. If Owner is notified later than ten (10) business days from the date any materials experience an increase in their Baseline Price, Construction Manager shall pay the full cost of such adjustment.

- .3 DECREASE ADJUSTMENT IN BASELINE PRICE. If during the course of the Project any materials required for construction of the Project experience a decrease in their Baseline Price, the Construction Manager shall notify the Owner in writing, no later than ten (10) days from the date the materials are ordered, stating the basis for an adjustment to the Guaranteed Maximum Price, providing appropriate documentation substantiating such adjustment, and stating such adjustment shall be split 50-50 between the parties. An adjustment in the pricing for any material shall include the same percentage for overhead and profit used for the Project. In the event of a decrease in any material prices, the Guaranteed Maximum Price shall be equitably adjusted to reflect such decrease.
- .4 No adjustment to the Guaranteed Maximum Price shall be made for any material cost increases more than 10 days prior to the date the Construction Manager becomes aware of said increase, on which written notice of the adjustment market price is given to the Owner.
- .5 Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.
- .6 Compensation for any material price escalation shall not be duplicated in any contingency amounts established under the terms of the Agreement.

§ 6.2.3 The GMP is based on commencing work no later than the date set forth in Exhibit A, Guaranteed Maximum Price First Amendment. If the Construction Manager is unable to commence work by the date set forth in Exhibit A, through no fault of its own nor the fault of the Owner, the Construction Manager will be entitled to an adjustment in the Contract Time for any costs increases or delays attributable to the delay in commencement, as well as a daily extended duration fees set forth in Exhibit A.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Engineer may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Reserved.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »100% of John Danby's (project manager) Project Management Duties while stationed at DAC's Jackson, WY Office.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Labor cost reimbursement shall not apply to labor furnished to perform bid package work awarded to Construction Manager as a Subcontractor, pursuant to Section 7.8 of this Agreement, compensation for which is paid on a lump sum basis for the bid package award.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement including payments made for invoices submitted by Construction Manager for bid package work performed as a Subcontractor.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract, including premiums for bonds determined by the Construction Manager, in its sole discretion, to be required with respect to any Subcontractors.

§ 7.6.1.1 Reserved.

§ 7.6.1.2 Reserved.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 Reserved.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Reserved.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Reserved.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property directly related to the Work, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) Construction Manager, a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management

with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. In the event Construction Manager is awarded a bid package scope of work, with Owner's written approval, Construction Manager's compensation for the bid package work shall be on the basis of the lump sum price approved by Owner for the bid package. Construction Manager shall invoice for any such bid package work as a Subcontractor, and payment to Construction Manager by Owner for such bid package work shall be based on Construction Manager's invoices as a Subcontractor.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Engineer and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Engineer by the Construction Manager, and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Engineer not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Engineer receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. Any amount identified in a line item in the schedule of values is not a guaranteed amount for that line item, and any overrun or underrun in a line item may be balanced against an overrun or underrun in another line item, as long as the total of the schedule of values remain within the GMP.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Engineer and Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

Contractor's insurance and bonds.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

None.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Engineer has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Engineer has made exhaustive or continuous on-site inspections; or (3) that the Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Engineer.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Engineer will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Engineer’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction

Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Engineer’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Engineer’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 41 days after the issuance of the Engineer’s final Certificate for Payment, or as follows:

In accordance with § 9.10.2.1 of the Supplementary Conditions: "The Owner shall not be required to make final payment to the CONTRACTOR until such time as the provisions of Wyoming Statue Section 15-1-113 (e), 16-6-116, and 16-6-117, have been fulfilled. If no claims or liens have been filed within a forty-one (41) day period following the first choice that the project is complete and ready for final payment, the retainage percentage will be paid (final estimate) within twenty (20) days of the expiration of said 41-day advertisement period. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until satisfactory agreement is reached between the Owner, Contractor, and Contractor’s surety. All warranties and guarantees from the Contractor, subcontractors, suppliers, manufacturers, etc., shall be delivered to the Owner and be of acceptable form and content as determined by the Owner before final payment is made."

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall not reimburse the Construction Manager for such costs nor pay the Construction Manager’s Fee applicable thereto.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Three Percent (3%).

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

None.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase

orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

None – no termination fee shall be applied, and Owner is not responsible for any such fee.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and three million dollars (\$ 3,000,000) in the aggregate for bodily injury and policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per person and two million dollars (\$2,000,000) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory minimum or higher and Employers Liability at statutory minimum or higher.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «Five Million » (\$ «5,000,000 ») per claim and «Five Million » (\$ «5,000,000 ») in the aggregate.

§ 14.3.1.6 Other Insurance

Reserved

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with Stantec's Electronic Exchange Agreement, or as otherwise set forth below:

By email transmission to Owner and Engineer as a digitally signed PDF and signed paper copy, or as mutually agreed to by Owner, Engineer and Construction Manager.

§ 14.5 Other provisions:

§ 14.5.1 BINDING EFFECT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

§ 14.5.2 MODIFICATIONS AND WAIVER. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

§ 14.5.3 AUTHORITY. Contractor warrants having full power and authority to enter into this Agreement.

§ 14.5.4 SEVERABILITY. This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity;

however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

§ 14.5.5 INTEGRATION. The parties intend this statement of their agreement, including all Contract Documents, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

§ 14.5.6 ADDITIONAL DOCUMENTS AND ACTS. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

§ 14.5.7 CONFLICT OF LAWS, JURISDICTION, CONSTRUCTION. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

§ 14.5.8 GOVERNMENTAL IMMUNITY. The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

§ 14.5.9 ELECTRONIC SIGNATURES. The words “execution,” “signed,” “signature,” and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Stantec’s Electronic Exchange Agreement, dated as indicated below:

« »

- .6 Drawings: See the following:

DRAWINGS

Volume 1 (01-GENERAL INFORMATION, 05-CIVIL, 06-LANDSCAPE, 07-STRUCTURAL, 08-ARCHITECTURE) and Volume 2 (01-GENERAL INFORMATION, 10-EQUIPMENT, 11-SIGNAGE, 12-PLUMBING, 13-PROCESS, 14-MECHANICAL, 15-ELECTRICAL, 16-LIGHTING)

Titled: Client/Project TOWN OF JACKSON; CORE SERVICES VEHICLE MAINTENANCE FACILITY

At: 55 KARNs MEADOW DRIVE; JACKSON, WY 83001

For: 100% CONTRACT DOCUMENTS FOR CONSTRUCTION

Sealed and Dated: November 23, 2021

By: Stantec

.7 Specifications: See the following:

PROJECT MANUAL

Volumes 1 (Divisions 00 - 01), 2 (Divisions 02 - 14), 3 (Divisions 21 - 28), and 4 (Divisions 31 - 45)

Titled: TOWN OF JACKSON, CORE SERVICES VEHICLE MAINTENANCE FACILITY

At: 55 KARNs MEADOW DRIVE; JACKSON, WY 83001

For: 100% Contract Document for Construction

Sealed and Dated: November 23, 2021

By: Stantec

.8 Other Exhibits:

Supplementary and other Conditions of the Contract: See PROJECT MANUAL Section 00 73 00 - SUPPLEMENTARY CONDITIONS

.9 Other documents, if any, listed below:

Unknown at time of execution.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Hailey Morton Levinson
Mayor, Town of Jackson

CONSTRUCTION MANAGER (Signature)

Brian Bolton
Vice President, Dick Anderson Construction

ATTEST

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Item P22-066 - Request for a Subdivision Plat at the properties addressed at 445 E. Kelly Avenue and the parcel to the north.	Public Comment:	Yes

Purpose & Policy Considerations.

All subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations. This Subdivision Plat follows the recently approved Development Plan (P21-290) for a future 6-lot subdivision at 445 E. Kelly Avenue and the parcel to its north.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for a 6-lot subdivision at the properties addressed at 445 E. Kelly Avenue and the parcel to the north.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on September 6, 2022.

Suggested Motion.

I move to continue item P22-066 to the regularly scheduled Town Council meeting on September 6, 2022.

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	Resolution 22-17: FAA Grant to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase I - Design)	Public Comment:	Yes

Purpose & Policy Considerations.

FAA has offered the Jackson Hole Airport a Grant Agreement in the amount of \$839,052 for “Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase I - Design),” as more fully described in the grant application.

Requested Action.

For Council to approve Resolution 22-17.

Recommendations.

Staff recommends approval of the resolution.

Background.

This is portion of the Airport’s annual “entitlement” grant from FAA, and will be used for engineering design work. The project involves design work for the rehabilitation of the northern section of the Airport’s primary parallel taxiway. The design work includes the addition of paved shoulders and slot drains to collect surface runoff. This design model brings the taxiway up to current FAA design standards and is similar to what was completed with the recent runway project.

The grant also funds design work for the construction of a new access taxilane to the deicing pad located at the north end of Taxiway A, to provide better access for aircraft. Though this grant is for design only, standard FAA clauses apply. As a sponsor of the grant, the County is agreeing to the following:

1. Money is used within 4 years of acceptance
2. May not spend the funds for ineligible or unallowable costs
3. The final amount provided by the FAA may go up or down depending on the overall cost of the project final numbers
4. Project must be built in compliance with all FAA regulations
5. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor.
6. Must comply with air and water regulations
7. Must comply with all federal financial reporting requirements
8. All steel and manufactured products must be American
9. An audit upon completion must be completed
10. Standard federal contract bans on texting and human trafficking
11. It is important to understand that as a sponsor, Teton County is jointly and severally responsible for compliance.

Analysis.

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, the Jackson Hole Airport Board, Teton County, and the Town of Jackson.

Possible Alternatives.

1. To approve the Resolution as amended by Council.
2. To deny the Resolution.

Comprehensive Plan & Priority 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)

Fiscal Impact.

This grant would have no fiscal impact on the County or Town's budgets overall.

Staff Impact.

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

Attachments or Links.

Resolution No. 22-17

JAC-NMG-3-56-0014-071-2022 Grant Agreement

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to approve Resolution 22-17, a Resolution accepting and approving the FAA Grant Agreement to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase I – Design) at the Jackson Hole Airport, thereby approving the accepting FAA Grant No. 3-56-0014-071-2022.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 22-17**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT FOR

REHABILITATE TAXIWAY A and CONSTRUCT DEICING PAD ACCESS TAXIWAY (PHASE 1- DESIGN)
AIP GRANT NO. 3-56-0014-071-2022

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 to “Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase I - Design)” at the Airport in the maximum amount of \$839,052, and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, 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 provides approval for the Board to accept FAA AIP Grant Number 3-56-0014-071-2022 in the maximum amount of \$839,052 for the purpose of “Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase I),” as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of August 2022

TOWN OF JACKSON, WYOMING

By: _____
Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District
Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

July 11, 2022

Mr. Bob McLaurin, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
County of Teton
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-071-2022 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.

4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 26, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Miller". The signature is fluid and cursive, with the first name "M." and the last name "Miller" clearly distinguishable.

Marc Miller
Acting Manager
Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 11, 2022	
Airport/Planning Area	Jackson Hole Airport	
FY2022 AIP Grant Number	3-56-0014-071-2022	[Contract No. DOT-FA22NM-1054]
Unique Entity Identifier	KELEZHCKXHL6	

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(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 May 10, 2022, 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 Taxiway A and Construct Deicing Pad Access Taxiway (Phase I - Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (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 Assurance 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.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 \$839,052.

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

\$ 839,052 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
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.** The 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 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant 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 August 26, 2022, 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 Unique Entity Identifier (UEI).

- 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

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, Maximum Obligation.

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 Grant 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, in accordance with 49 U.S.C. § 50101, 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 and subcontract awarded under this Grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **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 the 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 in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While 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 while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **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.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor 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) below, 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 employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **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

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. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-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 the current version of 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.
 3. 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:

- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
- 4. 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.
- 29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 31. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 32. **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 90.0 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 97.5 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.

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

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

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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated _____

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

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I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated _____

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

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
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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 Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving 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 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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, 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 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 10, 2022.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

ORDINANCE N

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, AND 1251; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 1.67 ACRES OF LAND ADDRESSED AS 460 EAST BROADWAY AVENUE AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY-2 TO PUBLIC/SEMI-PUBLIC (P22-053); 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.

Section 1 of Town of Jackson Ordinance Nos. 1074 (part), 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, and 1251; Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Neighborhood Medium Density-2 To Public/Semi-Public (P22-053), to wit:

PT NE1/4NW1/4, Section 34, Township 41, Range 116.
PIDN: 22-41-16-34-2-00-001

(Ord. ____ § 1, 2022; Ord. 1074 § 1, 2014; Ord. 1077 § 1, 2014; Ord. 1078 § 1, 2014; Ord. 1082 § 1, 2015; Ord. 1088 § 1, 2015; Ord. 1099 § 1, 2015; Ord. 1117 § 1, 2016; Ord. 1120 § 1, 2016; Ord. 1131 § 1, 2016; Ord. 1133 § 1, 2016; Ord. 1135 § 1, 2016; Ord. 1156 § 1, 2016; Ord. 1168 § 1, 2017; Ord. 1178 § 1, 2017; Ord. 1184 § 1, 2017; Ord. 1197 § 1, 2018; Ord. 1207 § 1, 2019; Ord. 1239 § 1, 2019; Ord. 1240 § 1, 2019; Ord. 1241 § 1, 2019; Ord. 1244 § 1, 2020; Ord. 1251 § 1, 2020; Ord. 1074, § 2, 2014.)

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 as 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 _____, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2022.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	Planning Commission/Board of Adjustment (PC/BOA) Reappointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider reappointments to the Planning Commission/Board of Adjustment ("PC/BOA").

Requested Action.

For Council to reappoint board members with expiring terms on the PC/BOA.

Recommendations.

Staff recommends the reappointment of the relevant members of the PC/BOA.

Background.

The PC/BOA has 3-7 members, with each term lasting three years. Two members of the PC/BOA, the terms of Anne Schuler and Abigail Petri, expire July 31, 2022. Both wish to serve a new three-year term. The other current members are Katie Wilson, Wendy Martinez, Christie Schutt, and Thomas Smits.

Analysis.

Section 2.40.010 of the Municipal Code relates to the Planning Commission and states, in relevant part, that the Planning Commission "*shall consist of an odd number of not more than 7 members and not less than 3, ...*" The PC/BOA members are appointed by the Mayor with the advice and consent of the Town Council.

Possible Alternatives.

1. Make reappointments at a later date.
2. Direct staff to advertise for letters of interest.

Comprehensive Plan & Priority Alignment.

The Planning Commission/Board of Adjustment helps to ensure we accomplish Section 3, *Responsible Growth Management*, and Section 4, *Town as the Heart of the Region* of our Comprehensive Plan.

Fiscal Impact.

N/A

Staff Impact.

Staff spent approximately 5 hours speaking with board members, relevant department heads, preparing a staff report, and updating the volunteer board database.

Attachments or Links.

None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to consent to the reappoint of Anne Schuler and Abigail Petri to the Planning Commission/Board of Adjustment for three-year terms, expiring July 31, 2025.

I move to appoint Anne Schuler and Abigail Petri to the Planning Commission/Board of Adjustment for three-year terms, expiring July 31, 2025.

STAFF REPORT



Meeting Date:	August 1, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	Board of Examiners (BOE) Reappointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider reappointments to the Board of Examiners.

Requested Action.

For Council to reappoint board members with expiring terms on the Board of Examiners.

Recommendations.

Staff recommends the reappointment of the relevant members of the BOE.

Background.

The BOE is made up of 5-9 members, with each term lasting two years. Three members of the BOE have terms expiring July 30 and 31, 2022. Those members are Kasey Mateosky, Katie Wilson, and Tyson Slater. All three would like to serve a new term. The other current members are Damon Wilson, Jade Beus, and Mike Mielke.

Analysis.

Section 15.36.010 of the Municipal Code relates to the Board of Examiners and states in relevant part: *Town of Jackson Board of Examiners shall be created, consisting of five (5) to nine (9) members, including a chairperson, to be appointed by the Town Council. The Board shall serve at the pleasure of the Town Council and members shall be volunteer, non-paid positions. Upon the affirmative vote of a majority of the Town Council, members may be removed from the Board. Members of the Board of Examiners shall consist of tradespeople from the trades that are being regulated or others who have knowledge of such issues as may be taken under consideration by the Board of Examiners. At least one member shall be from the public at large.*

Possible Alternatives.

1. Make reappointments at a later date.
2. Direct staff to advertise for letters of interest.

Comprehensive Plan & Priority Alignment.

Having a Board of Examiners is in alignment with Principle 8.1, *Strategies to maintain current, coordinated service delivery.*

Fiscal Impact.

N/A

Staff Impact.

Staff spent approximately 5 hours speaking with board members, relevant department heads, preparing the staff report, and updating the volunteer board database.

Attachments or Links.

None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to consent to the reappointment of Kasey Mateosky, Katie Wilson, and Tyson Slater to the Board of Examiners for two-year terms, all of which shall expire July 30, 2024.

I move to appoint Kasey Mateosky, Katie Wilson, and Tyson Slater to the Board of Examiners for two-year terms, all of which shall expire July 30, 2024.

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: August 1, 2022

RE: Town Manager's Report

Additional Cost of Living Increase for Staff

The ability to retain staff in all areas of the Town's operations including Transit Operators, Police Officers, Transit Supervisors, and Equipment Operators continues to weigh heavily on staff members in all departments. The fallout and stress for those team members that do remain while others leave the organization for higher paying work is also a significant quality of life and health issue that cannot be ignored. Employees work extra hours to try and maintain the level of service expected and internalize their frustration and that of the public when we are unable to provide that high level of service because we only have enough time to 'do the bare minimum,' or call it 'good enough.' Directors continue to provide reinforcing support for, and direction to current staffers to take care of themselves and only work their 40 hours each week and accept that the service levels are decreasing and that the decreased service level is the best we can do right now.

The Town Manager is recommending an additional across the board increase of 3% for all members of staff in an effort to retain current staffers in all areas of Town government. With that increase, the Town would be able to increase the hiring wage for CDL holders in both Public Works and in START from \$22.00/hr to \$23.50/hr without causing compression at the bottom of the range for current employees. That increase would also provide an additional base wage increase to existing Police Officers that are being consistently recruited by other law enforcement agencies in our local region for higher paying positions performing essentially the same work until the salary survey results are received and can be implemented. The additional 3% increase now would also send a message to all Town employees that we value their hard work and recognize the challenges of living in Jackson and choosing government service over private industry and also that the Town is committed supporting staff.

With the approval of the Town Manager's report, staff will provide an additional 3% increase across the board and will also increase the hiring wage for entry level CDL positions to \$23.50/hr. The funding for this increase will come from the remaining \$1.1Million that is set aside in the FY23 budget for implementation of the classification and compensation study. The estimated cost of this additional increase for FY23 is approximately \$400,000 in total and the cost to Teton County for the Town employees working in Joint Departments is estimated at \$65,000. The market survey has been sent to the selected market survey entities and the results are expected back in August. The results will need to be analyzed and recommendations

made and that work will still take some time. We have asked our consultant to provide an updated timeline with target dates for completion. Once that is received, we will forward that timeline information to the Council. On behalf of all employees in the organization, thank you for your continued support for staff and the core services the Town provides to the community.

Successful Summer 2022 Part-Time Assistance Program

The Town of Jackson budgeted for 8 college students to provide summer assistance in a capacity similar to an internship for various Town departments and we were successful in filling 7 of these positions. For summer 2022, we ultimately were able to hire summer assistants in Planning, Community Development (3), Public Works Administration, Engineering, and Facilities. Five of the seven hired were from local families and did not require housing which worked out well for the Town. This program allows the Town to hire some summer help and also provides experience for college students. It does require time to train the summer employees but oftentimes we have employees returning for several summers to gain experience. The Town has again budgeted for 8 interns for summer 2023 and staff appreciates the Council's ongoing support of this program.