

Special Town Council Meeting

June 26, 2023

6:00 PM

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/82243619326?pwd=a1EwUzZjZ0xpR0prNHBzVjdhQlhiZz09>

If the link does not work, join at zoom.com with Webinar ID **822 4361 9326** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **822 4361 9326** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Employee Introductions

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@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. June 5, 2023 Regular Town Council Meeting
- B. Disbursements
- C. May Municipal Court Report
- D. Melody Ranch ISD Connection and Use Agreement (Lea Colasuonno)
- E. P21-218 Water & Sewer Connection and Use Agreements - Snow King Summit (Brian Lenz)
- F. E22-008 Water Easement at 255 N Jean St. (Brian Lenz)
- G. Agreement for Law Enforcement Services with Jackson Hole Airport (Michelle Weber)

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

- A. Community Development
 - 1. Sustainable Strategies Grant Consultants and Travel Authorization (Susan Scarlata and Tanya Anderson)

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

2. Land Acknowledgement Consideration (ETF, Susan Scarlata & Tyler Sinclair)

VI. RESOLUTIONS

- A. Resolution 23-11: Jackson Hole Airport Grant Approval (Riley Taylor)
- B. Resolution 23-12: Fee Schedule (Kelly Thompson)
- C. Resolution 23-13: FY23 Budget Amendment #4 (Kelly Thompson)

VII. ORDINANCES

- A. Ordinance M: A Charter Ordinance Exempting the Town from the Requirement for President and Acting President of Council and Creating a Mayor Pro Tempore and Acting Mayor Pro Tempore (2nd reading)
- B. Ordinance N: An Ordinance Repealing Outdated Appointment of Vice Mayor (2nd reading)
- C. Ordinance O: An Ordinance Amending Excused Absences and Vacancies Related to Mayor Pro Tempore Responsibilities (2nd reading)
- D. Ordinance P: An Ordinance Regarding Construction Management Plans (2nd Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

Denise Ramirez

Denise Ramirez joins the Town of Jackson as a summer intern in the Community Development & Planning Department focusing on Regional Transportation. Denise hails from Rhode Island, where she has worked in State government for the past three years focusing on communications, graphic design, and community engagement. She received her BA in Visual Art from Brown University. Denise is excited to apply her skills and experience to the context of transportation here in Jackson.

Jonathan Staten

Jonathan Staten joins the Town of Jackson a summer intern in the Public Works Engineering Department. He is from Kansas, attends Kansas State University and is looking forward to going from the flattest part of the country to one of the most beautiful places on earth. He plans to play hard and work harder as forwards his knowledge of Engineering and the best places to catch beautiful trout.

Krystyna Matunis

Krystyna Matunis joins the Town of Jackson as a summer intern shared between Public Works and the Police Department. She aims to excel and aid the community after she received a degree in Environmental Studies and Wilderness Education in upstate New York. Krystyna has recently returned to college to study GIST (Geospatial Information Science and Technology) because she loves to learn and be active. She can be found running a half marathon, on the bike path, or in the wilderness of Grand Teton National Park.

Riley Horton

Riley Horton is joining the Jackson Police Department as a summer intern. He's a rising senior at the Military College of Vermont studying criminal justice with a minor in history. He enlisted in the Vermont National Guard as a 12 Bravo and attended Mountain School—his love for the outdoors derived from earning his Eagle rank in Boy Scouts and traveling out west.

Desmond Concannon **Planning Department Summer Intern**

Joining the Town of Jackson Planning Department this summer as an intern is Desmond Concannon. He is a current student at Montana State University, studying Earth Sciences. Desmond grew up in Jackson and enjoys an active lifestyle in the outdoors.

Walker Jackson

Walker Jackson is the newest member of the Jackson Police Department. He was born in Houston Texas and moved to the town of Jackson in July of 2019. Walker will be attending the Wyoming Law Enforcement Academy this August. He looks forward to serving the community of Jackson and to working with everyone who has helped make Jackson a fantastic place to live."

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JUNE 5, 2023

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 Morton Levinson, Jonathan Schechter, Jessica Sell Chambers and Jim Rooks.
Via Zoom: Arne Jorgensen.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Brian Lenz, Kelly Thompson, Aaron Carrillo, and Riley Taylor.

Mayor Morton Levinson proclaimed National Gun Violence Awareness Day and Pride Month, and introduced Ann McClure, Bea Simms, Bryan Ontko, and Kyle Ransom.

Public Comment. Robert Metcalf and Joe Burk made public comment.

Jackson Hole Pride. Karyn Chin and Grant Gallaher made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items A-I as presented with the following motions:

A. **Meeting Minutes.** To approve the meeting minutes from the May 15, 2023 Special Town Council Workshop, May 15, 2023 Town Council Meeting, and May 22, 2023 Special Town Council Workshop.

B. **Disbursements.** To approve disbursements as presented. ACE EQUIPMENT & SUPPLY \$682.67; ACE HARDWARE \$3,033.22; AIRGAS INTERMOUNTAIN INC. \$45.63; ALPHAGRAPHS -\$4.38; AMAZON \$93.27; APPLE INC \$4,403.00; AT&T \$537.84; BEST BEST & KRIEGER \$1,927.50; BIG R RANCH & HOME \$400.93; BISON LUMBER \$214.63; BLISS CARGO \$37.52; BRIGGS, ERIC L \$556.78; BRISTOL, JAMES \$104.00; CARQUEST AUTO PARTS INC. \$141.60; CENTURYLINK \$2,162.60; CHITWOOD, JESSICA \$196.66; COCA-COLA BOTTLING COMPANY HIGH COUNTRY \$33.10; CONRAD & BISCHOFF INC. \$632.06; CONTROL SYSTEM TECHNOLOGY, INC. \$3,600.00; COOPER, SCOTT \$740.00; DARKTRACE HOLDINGS LIMITED \$9,347.00; DAY WIRELESS SYSTEMS \$40.80; DELTA DENTAL PLAN OF WYOMING \$10,216.80; DIAMOND VOGEL PAINTS, INC. \$17,281.22; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DYNAMIC CONTROLS, LLC \$59,398.00; E.R. OFFICE EXPRESS \$73.03; EFORCE \$10,750.00; ENERGY CONSERVATION WORKS \$8,750.00; ENERGY LABORATORIES INC. \$1,158.00; ENOW, INC. \$1,134.00; ESRI, INC \$1,650.00; FALL RIVER RURAL ELECTIC \$58.29; FERGUSON ENTERPRISES, INC \$93.02; FIGJAM ENTERPRISES, LLC \$2,100.00; FIRE SERVICES OF IDAHO \$90.00; FITZGERALD, TODD \$2,089.00; FREEDOM MAILING SERVICE INC. \$1,782.94; FRONTIER FENCE INC \$34,529.60; GILLIG LLC \$4,732,727.74; GRAINGER \$43.16; GROSSENBACHER BROS, INC \$448.00; H & R ENTERPRISES, LLC \$1,002.92; HD FOWLER COMPANY \$5,559.63; HEALTH TECHNOLOGY \$1,145.31; HEALTHIEST YOU \$1,382.40; HIGH COUNTRY LINEN \$1,834.96; HUNT CONSTRUCTION INC \$5,050.00; INTERSTATE BATTERY \$729.75; JACKSON CURBSIDE INC. \$2,065.00; JACKSON GROUP LOCKBOX \$12.76; JACKSON HOLE NEWS & GUIDE \$4,326.90; JACKSON HOLE PUBLIC ART \$10,000.00; JACKSON LUMBER INC \$77.74; JH20 WATER CONDITIONING & FILTRATION \$78.00; JORGENSEN ASSOCIATES, PC \$25,233.70; JP CONCRETE FINISHING, LLC \$6,544.50; LACAL EQUIPMENT, INC \$1,340.78; LEGEND HYDROVACING, INC \$6,780.00; LOGIC 1 ENGINEERING \$491.50; MAIO-CARDENAS, JULIANA \$150.00; MERIDIAN RAPID DEFENSE GROUP LLX \$228,965.00; MORILLON-ARELLANO, SHELLIE \$1,368.94; MSC INDUSTRIAL SUPPLY CO \$532.03; NAPA AUTO PARTS INC. \$1,656.57; NELSON ENGINEERING \$20,146.75; NORTHERN UTAH TOOL SALES \$50.00; ON SIGHT LAND SURVEYORS INC. \$300.00; PELLETIER, CARL \$1,108.56; PLATT \$341.20; PREMIER TRUCK- SALT LAKE CITY \$9,858.99; PROTECT OUR WATER JACKSON HOLE \$10,000.00; PROTERRA \$787.60; PRO-WEST & ASSOC., INC \$10,900.00; PSA WORLDWIDE COPORTATION \$1,453.28; QUICK BROWN FOX LLC \$220.00; R & A SAFETY LLC \$1,020.50; RAFTELIS \$4,010.00; RAMSEY, BETH \$265.50; RIDGELINE EXCAVATION INC \$303,428.37; ROBINSON, ROXANNE DEVRIES \$429.90; SCOTT, LEE ANNA \$50.00; SHERWIN-WILLIAMS CO. \$173.95; SNAKE RIVER ROASTING \$217.80; SOSA'S JANITORIAL SERVICE \$5,760.00; SPECIALTY CONSTRUCTION SUPPLY \$1,204.00; SPRING CREEK ANIMAL HOSPITAL \$478.53; ST JOHN'S HOSPITAL \$260.00; STANDARD INSURANCE COMPANY \$8,087.57; STEVE POLICAR LLC \$11,600.00; SUBURBAN PROPANE \$33.53; SUNRISE ENVIRONMENTAL \$552.63; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$147.70; TETON COUNTY PUBLIC HEALTH \$163.00; TETON COUNTY PUBLIC WORKS \$81,502.67; TETON COUNTY SHERIFF'S-JAIL \$360.00; TETON COUNTY SYSTEMS OF CARE \$100.00; TETON MOTORS INC \$402.61; THE

TIRE RACK, INC. \$663.20; TREFREN, TRACEY \$455.30; VERIZON WIRELESS \$6,692.15; VISA \$24,061.39; VISION SERVICE PLAN - (WY) \$1,695.00; VISTA 360 \$18,143.00; WEST COAST CODE CONSULTANTS \$1,690.00; WESTERN CHARTERS AND TOURS, LLC \$41,215.00; WESTWOOD CURTIS \$313,649.60; WHITE GLOVE CLEANING, INC. \$3,048.13; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$9,499.74; WYDOT \$142.10; XYLEM CCI \$1,065.32; YELLOW IRON EXCAVATION, LLC \$40.00; YELLOWSTONE-TETON CLEAN \$30,000.00.

C. **P23-084 Temporary Sign Permit for Tin Cup Challenge.** To approve temporary banner application (P23-084) for the Tin Cup Challenge, including the three conditions of approval recommended by the Planning Director in this staff report dated June 5, 2023.

D. **Special Event: Powderhorn Park Food Trucks.** To approve the special event application, Powderhorn Food Trucks, made by Matt Donovan, subject to the conditions and restrictions listed in the staff report.

E. **Amended and Reinstated Special Restriction for 848 W Snow King Ave. Unit 35.** To approve the Amended and Reinstated Deed Restriction for Property Located at 848 W Snow King Avenue: Unit 35, 810 West Addition to the Town of Jackson and authorize the Mayor to execute it subject to minor changes by staff.

F. **E22-0055: Stormwater Encroachment Agreement at 335 S. Millward Street.** To approve the Utility Location Agreement with Jackson Apartments, LLC and authorize the Mayor to execute all necessary contract documents subject to minor changes by staff.

G. **Appointment of Special Municipal Officer.** To appoint Bea Simms as a Special Municipal Officer of the Town of Jackson.

H. **Framework Agreement for Professional Services.** To: 1. approve the Framework Agreement for Professional Services and authorize the Mayor to execute such agreements for repeatedly hired consultants, contractors, and vendors, subject to minor changes by staff. 2. approve the Project Agreement Form and authorize the Department Director to execute the Project Agreements.

I. **Silver Star Agreement.** To approve the Agreement between the Town and Silver Star Telephone Company, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

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

2023 Pathway Safety Improvements Project Notice of Award. Brian Schilling made public comment. Council held discussion with staff. Katherine Dawson and Sherri Garamond made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to awarded a contract for civil design services for the 2023 Pathway Safety Improvements project to Harmony Design & Engineering in an amount not to exceed \$18,893. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

FY24 Budget Public Hearing. Tyler Sinclair made staff comment. Mayor Morton Levinson opened the public hearing. Council held discussion with staff. Kelly Thompson made staff comment. Sarah Cavallaro, Shannon Brooks Hamby, and Diedre Ashley made public comment. Mayor Morton Levinson closed the public hearing. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to revise Resolution 23-10 adopting the Town of Jackson's fiscal year 2024 budget as follows: to include \$223,284 to fund the entirety of one time requests by the eight health and human service organizations. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:00pm and reconvened at 8:06pm.

WAM Resolutions for Delegate to Support. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct the Town of Jackson's voting delegate, Mayor Morton Levinson, to support each of the thirteen Resolutions submitted by municipalities at WAM's Summer Convention. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rook in favor and Jessica Sell Chambers opposed. The motion carried.

Updated Promissory Note for Wyoming Business Council Grant and Loan Agreement for Snowmaking. Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Non-Recourse Promissory Note regarding the Business Ready Grant and Loan Program Agreement for snowmaking as presented in this staff report and authorize the Mayor to execute the Agreement, subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Updated License Plate Reader (LPR) Technology Purchase Authorization. Michelle Weber and Shawn Stephens made staff comment. Council held discussion with staff. Earl Lindell made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the contract between the Town of Jackson, Wyoming and Flock Group Inc. for both the Services Agreement and the Order Form as presented in the attachments to this staff report and authorize the Mayor to execute said agreements, subject to minor changes by staff, and further, to direct staff to draft changes to the Jackson Police Department Policy & Procedure Manual Chapter 9.29 regarding License Plate Reader technology and bring back a draft of the changes at a future Council meeting for consideration, with the condition that this initiative would come before the Town Council on an annual basis to report on measurements of success. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Jim Rooks, Jessica Sell Chambers, and Jonathan Schechter in favor and Hailey Morton Levinson and Arne Jorgensen opposed. The motion carried.

Resolution 23-08: FY23 Budget Amendment #3. Kelly Thompson made staff comment. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve Resolution 23-08 adopting amendments to the fiscal year 2023 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-08

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	413,833	5,000	418,833
Town Attorney	659,484	-	659,484
Municipal Judge	306,400	4,500	310,900
Administration	557,424	-	557,424
Town Clerk & Personnel	942,859	6,000	948,859
Finance	741,218	-	741,218
Community Development	933,954	9,095	943,049
Information Technology	972,959	-	972,959
Planning	920,009	-	920,009
Town-Wide Services	752,754	(18,700)	734,054
Town Facilities	791,774	64,520	791,774
Police - Administration	727,066	4,650	731,716
Police - Investigations	732,221	-	732,221
Police - Patrol	3,941,628	5,296	3,946,924
Police - Community Service	774,838	-	774,838
Police - Special Operations	25,300	-	25,300
Victim Services	387,165	1,200	388,365
Animal Shelter/Control	434,365	5,400	439,765
Building Inspections	501,992	-	501,992
Public Works Administration	407,393	4,664	412,057
Streets	2,112,423	-	2,112,423
Engineering	723,368	4,842	728,210
Yard Operations	76,293	-	76,293
Cemetery	27,960	-	27,960
Social Services	1,321,307	-	1,321,307
Community Initiatives	423,450	30,000	453,450
County-Budgeted Joint Programs	3,776,230	-	3,776,230
Transfers Out	17,291,476	32,164	17,323,640
Total General Fund	<u>41,677,143</u>	<u>158,631</u>	<u>41,835,774</u>
Affordable Housing	<u>4,187,523</u>	<u>-</u>	<u>4,187,523</u>
Total Affordable Housing Fund	<u>4,187,523</u>	<u>-</u>	<u>4,187,523</u>
Parking Exactions Fund	<u>804,000</u>	<u>-</u>	<u>804,000</u>
Total Parking Exactions Fund	<u>804,000</u>	<u>-</u>	<u>804,000</u>
Parks Exactions	<u>239,000</u>	<u>-</u>	<u>239,000</u>
Total Park Exactions	<u>239,000</u>	<u>-</u>	<u>239,000</u>
Employee Housing Fund	<u>651,932</u>	<u>-</u>	<u>561,866</u>
Transfers out	<u>90,066</u>	<u>-</u>	<u>90,066</u>
Total Employee Housing Fund	<u>741,998</u>	<u>-</u>	<u>741,998</u>
Animal Care Fund	<u>25,000</u>	<u>1,108</u>	<u>26,108</u>
Transfers Out	<u>58,713</u>	<u>-</u>	<u>58,713</u>
Total Animal Care Fund	<u>83,713</u>	<u>1,108</u>	<u>84,821</u>
Lodging Tax Fund	<u>778,965</u>	<u>-</u>	<u>778,965</u>
Transfers Out	<u>2,147,258</u>	<u>-</u>	<u>2,147,258</u>
Total Lodging Tax Fund	<u>2,926,223</u>	<u>-</u>	<u>2,926,223</u>
START Administration	<u>2,177,663</u>	<u>5,000</u>	<u>2,182,663</u>
START Operations	<u>7,402,505</u>	<u>-</u>	<u>7,402,505</u>
START Capital	<u>12,805,765</u>	<u>-</u>	<u>12,805,765</u>
START Transfers	<u>128,601</u>	<u>-</u>	<u>128,601</u>
Total START Fund Expenditures	<u>22,514,534</u>	<u>5,000</u>	<u>22,519,534</u>
Capital Outlay	<u>24,878,197</u>	<u>149,650</u>	<u>25,027,847</u>
Transfers Out	<u>538,417</u>	<u>-</u>	<u>538,417</u>
Total Capital Projects Fund	<u>25,416,614</u>	<u>149,650</u>	<u>25,566,264</u>

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	69,775	-	69,775
Total 2010 SPET	69,775	-	69,775
Capital Outlay	97,892	-	97,892
Total 2014 SPET	97,892	-	97,892
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	385,634	-	385,634
Total 2017 SPET	385,634	-	385,634
Capital Outlay	18,926,608	-	18,926,608
Total 2019 SPET	18,926,608	-	18,926,608
Water Maintenance & Operation	1,258,799	-	1,258,799
Water Wells	313,988	11,801	325,789
Water Billing & Accounting	280,644	-	280,644
Water Capital Outlay & Improvements	1,833,778	399,240	2,233,018
Water Debt Service	66,970	-	66,970
Water Transfers Out	881,750	-	881,750
Sewage Plant Operations	1,091,370	(55,321)	1,036,049
Sewage Maint. & Operations	475,721	55,321	531,042
Sewage Billing & Accounting	276,883	-	276,883
Sewage Capital Outlay & Improvements	2,092,519	871,000	2,963,519
Sewage Transfers Out	881,750	-	881,750
Total Enterprise Funds	9,454,172	1,282,041	10,736,213
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,333,759	-	2,333,759
Total Fleet Management Fund	2,333,759	-	2,333,759
Central Equipment Expenses	1,017,821	-	1,017,821
Total Central Equipment Fund	1,017,821	-	1,017,821
IT Services	1,314,490	223,500	1,537,990
Total IT Service Fund	1,314,490	223,500	1,537,990
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,636,839	-	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,624,123	-	15,624,123
Charges for Services	746,000	-	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	590,923	-	590,923
Transfers In	2,225,734	-	2,225,734
Total General Fund	33,517,462	-	33,517,462
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,435,227	-	1,435,227
Total Affordable Housing Fund	1,653,527	-	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100	-	56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,467,711	-	1,467,711
Intergovernmental Revenue	228,965	-	228,965
Miscellaneous Revenue	23,000	-	23,000
Total Lodging Tax Fund	1,719,676	-	1,719,676
Intergovernmental Revenue	16,771,751	-	16,771,751
Charges for Services	2,291,383	-	2,291,383
Miscellaneous Revenue	49,964	-	49,964
Transfers In	3,235,717	-	3,235,717
Total START Fund Revenues	22,348,815	-	22,348,815
Intergovernmental	7,283,443	-	7,283,443
Miscellaneous Revenue	170,572	-	170,572
Transfers In	16,106,207	-	16,106,207
Total Capital Projects Fund	23,560,222	-	23,560,222
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-	-	-
Miscellaneous Revenue	2,800	-	2,800
Total 2010 SPET	2,800	-	2,800
Miscellaneous	57,500	-	57,500
Total 2014 SPET	57,500	-	57,500
Miscellaneous	5,300	-	5,300
Total 2016 SPET	5,300	-	5,300
Miscellaneous	-	-	-
Total 2017 SPET	-	-	-
Taxes	5,409,642	-	5,409,642
Intergovernmental	100,000	-	100,000
Miscellaneous	87,500	-	87,500
Total 2019 SPET	5,597,142	-	5,597,142
Water Intergovernmental	-	-	-
Water Charges for Services	3,147,839	-	3,147,839
Water Miscellaneous	130,800	-	130,800
Water Transfers In	-	3,551	3,551
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,961,886	-	2,961,886
Sewage Miscellaneous	81,520	-	81,520
Sewage Transfers In	-	3,551	3,551
Total Enterprise Funds	6,322,045	7,102	6,329,147
Charges for Services	2,947,481	-	2,947,481
Miscellaneous Revenue	36,500	-	36,500
Total Employee Insurance Fund	2,983,981	-	2,983,981
Charges for Services	2,142,541	-	2,142,541
Miscellaneous Revenue	2,700	-	2,700
Transfers In	-	32,164	32,164
Total Fleet Management Fund	2,145,241	32,164	2,177,405
Charges for Services	639,700	-	639,700
Miscellaneous Revenue	15,647	-	15,647
Total Central Equipment Fund	655,347	-	655,347
Charges for Services	1,531,505	-	1,531,505
Miscellaneous Revenue	9,700	-	9,700
Total IT Service Fund	1,541,205	-	1,541,205

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,159,681)	(158,631)	(8,318,312)
Affordable Housing	(2,533,996)	-	(2,533,996)
Parking Exactions Fund	(676,000)	-	(676,000)
Park Exactions Fund	(182,900)	-	(182,900)
Employee Housing Fund	(155,352)	-	(155,352)
Animal Care Fund	(23,513)	(1,108)	(24,621)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(165,719)	(5,000)	(170,719)
Capital Projects	(1,856,392)	(149,650)	(2,006,042)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(66,975)	-	(66,975)
2014 SPET	(40,392)	-	(40,392)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	(385,634)	-	(385,634)
2019 SPET	(13,329,466)	-	(13,329,466)
Enterprise Funds	(3,132,127)	(1,274,939)	(4,407,066)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(188,518)	32,164	(156,354)
Central Equipment Fund	(362,474)	-	(362,474)
IT Services Fund	226,715	(223,500)	3,215

PASSED, APPROVED, & ADOPTED this 5th day of June, 2023

Resolution 23-09: Fee Schedule Resolution. Tyler Sinclair and Kelly Thompson made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 23-09, setting forth and amending the Town of Jackson fee schedule, subject to minor changes by staff and with the amendment that Club Liquor Licenses, which fee shall be \$500 annually. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-09

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)
EFFECTIVE JULY 3, 2023

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution, replaces the previously established the Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on June 5, 2023, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #23-09, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2023.

RESOLUTION 23-09, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/3/2023

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	126.00
	11-49 employees	252.00
	50-99 employees	378.00
	100 employees, or more	630.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	164.00
	11-49 employees	365.00
	50-99 employees	492.00
	100 employees, or more	819.00
5.16.025	Independent Contractors and Agents	126.00
5.16.027	Commercial	128.00
5.16.027	Residential Rentals	128.00
5.06.130	Solicitation - Commercial	128.00
5.06.150	Solicitation - Highway or Street	128.00
5.60.040 C	Short Term Rental	114.00
5.20.010	Installation Permit	32.00
5.32.040	Pawnbroker	33.00
5.20.020	Exposition Licenses	
	< 5 vendors; for-profit expositions	131.00
	> 5 vendors; for-profit expositions	263.00
	< 5 vendors; non-profit expositions	66.00
	> 5 vendors; non-profit expositions	131.00
5.21.060	Transient Merchant	
	per day fee	253.00
	per day fee if a business license holder	47.00
	per day if a non-profit	-
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	47.00
5.12.080 B	Renewal Late Fee	
	\$25 per month on January 30th not to exceed \$100	32.00
5.12.130	Change of Location Fee	
	notice given on new application	47.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	126.00
	> 10 employee	252.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	48.00
	< 30 mpg	72.00
5.50.060 B	Operator License Permit	
	new	120.00
	renewal	61.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	

Miscellaneous		\$ Current Fee
Public Records		
	Copy	
	electronic document, <i>per document</i>	11.00
	black and white paper	0.27 /page
	color paper	0.53 /page
	Plotted Map	
	size 11x17, each	15.00
	size 24x36, each	38.00
	size 36x54, each	53.00
	Photograph	15.00
	Police Report	15.00
	LDRs and Comprehensive Plan	62.00
	Research / Compilation Services	16.00
	External electronic media (disk, usb drive, etc.)	15.00
	Postage / shipping	actual cost
	Other special circumstances	actual cost
	Vehicle Inspection	11.00
	Public Intoxication Administrative Fee (Set by Ordinance)	10.00
	DUI Administrative Fee (Set by Ordinance)	
	Convicted	800.00
	Deferred	750.00
	Boot list Administrative Fee (Set by Ordinance)	50.00
	Municipal Court Record Search	10.00
Jackson Hole Airport		
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		
6.20.006 C	Annual Liquor License	
	Bar and Grill	3,028.00
	Limited Retail (Club)	500.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	100.00
Animal Shelter Impounding, Board, Adoption		
7.02.040 B	Capture of Animals, Impoundment	
	First	33.00
	Same animal, second within one year	46.00
	Same animal, third within one year	65.00
	Same animal fourth and more within one year	130.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	19.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	117.00
Res 09-04	Cat, impounded for 7+ days	101.00

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	64.00
	Cat, annual fee	64.00
	Owner Surrender	37.00
	Rabies voucher	27.00
	Teton County License	27.00
	Altered	11.00
	Unaltered	27.00
Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	207.00
Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	55.00
8.36.070 C	Second conviction	110.00
8.36.070 C	Third Conviction goes to Municipal Court	-
Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	50.00
	Request for Encroachment	601.00
	Encroachment Agreement	601.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
12.08.060	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	50.00
	Amendment to Permit: Non-refundable	25.00
	Utility Excavation in public street - per utility	500.00
	Utility Excavation in public alley - per utility	300.00
	Utility Excavation in public easement - per utility	300.00
	Driveway cuts/curb cuts installation/replacement - each	180.00
	Curb and gutter installation - each block	180.00
	Sidewalk installation - each block	180.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	75.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	20.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	15.00
	Construction-related, occupy public alley - per day	180.00
	Construction-related, occupy time-restricted parking space - per space/day	89.00
	Construction-related, occupy non-time restricted parking space - per space/day	50.00
	House moving, per Town staff assistance	45.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	
	Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.	

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.

Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Special Event Permit		\$ Current Fee
12.28.050 F	Applicants:	
	Non-Profit	29.00
	For-Profit, including commercial film/photo	1,000.00
	Expressive Activity	-
Planning Permit		\$ Current Fee
	Fee Waiver	
	The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:	
	1. A project that is sponsored by a governmental entity, or a project that received public funding.	
	2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.	
	Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in I.D.R. Division 5100.	
	Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.	
	General Pre-Application Conference (per Pre-App meeting)	
	Sketch Plan, Special Use, Planned Unit Development	767.00
	Conditional Use, Development Plan, Map Amendment	384.00
	Development Option Plan	384.00
	Grading & Erosion Control	192.00
	Optional/Elective Conference with:	
	Staff	192.00
	Planning Commission or Town Council	original fee
	Design Review Committee	255.00
	Physical Development	
	Sketch Plan, Development Plan	3,198.00
	Sign Permit	
	Per Sign	96.00
	Master Signage Plan	384.00
	Basic Use Permit	640.00
	Conditional Use Permit	
	Use Permit only	3,198.00
	Concurrent with application requiring public hearing	640.00
	Special Use Permit	3,198.00
	Development Option or Subdivision	
	Development Option Plan	640.00
	Subdivision Plat, <i>plus technical review fee</i>	1,279.00
	Exempt Land Division	no charge
	Boundary Adjustment	
	Plat Required, <i>plus technical review fee</i>	1,279.00
	Without Plat, <i>plus technical review fee</i>	576.00

Interpretations	
Formal Interpretation	640.00
Zoning Compliance Verification	640.00
Amendments	
LDR Text	1,919.00
Zoning Map	1,919.00
Planned Unit Development	1,919.00
Relief	
Administrative Adjustment	640.00
Variance	640.00
Appeal of Administrative Decision	640.00
Beneficial Use Determination	1,279.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	640.00
Miscellaneous	
Administrative decision elevated to public hearing	640.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	100.00

Building Permit (IBC)		\$ Current Fee
15.04.0207	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	532.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.60/sf
	Commercial, Office, Multi-family and similar	1.06/sf
	Warehouse, storage and similar	1.06/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u> <u>Fee Calculation</u>		
\$1 to 17,000		272.00
\$17,001 to 40,000	\$272 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$518 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,093 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1million	\$4,072 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5million	\$6,732 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5million +	\$19,501 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
15.04.090	Other Inspections	
	Plan review assessed @ 65% of building permit fee outside normal business hours	106.00/hr
	Re-inspection under Section 305(g)	80.00/hr
	No fee specifically indicated	80.00/hr
	Review of revisions made to Approved Plan	106.00/hr

Mechanical Permit (IMC)		\$ Current Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	53.00
	For issuing each supplemental permit	21.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	27.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	32.00
	Install or relocate each floor furnace, including vent	23.00
	Install or relocate suspended, recessed or floor mounted heater	23.00
	Install, relocate or replace appliance vent	16.00
	Repair or alter any heating, cooling, absorption or evaporative system	21.00
	Install or relocate boiler or compressor to 3 hp	23.00
	Install or relocate absorption system to 100,000 btu/h	23.00
	Install or relocate boiler or compressor 3-15 hp	43.00
	Install or relocate absorption system 100,000-500,000 btu/h	43.00
	Install or relocate boiler or compressor 15-30 hp	59.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	59.00
	Install or relocate boiler or compressor 30-50 hp	90.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	90.00
	Install or relocate boiler or compressor over 50 hp	160.00
	Install or relocate absorption system over 1,750,000 btu/h	160.00
	Each air-handling unit up to 10,000 cfm and attached ducts	21.00
	Each air-handling unit over 10,000 cfm	32.00
	Each evaporative cooler other than portable type	21.00
	Each ventilation fan attached to a single duct	16.00
	Each ventilation system not part of heating or air conditioning system	21.00
	Installation of hood system serving any mechanical exhaust, including ducts	21.00
	Install or relocate domestic type incinerator	32.00
	Install or relocate commercial or industrial incinerator	122.00
	Install, relocate or alter any unclassified equipment	21.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	Gas-piping Systems to 5 outlets	16.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min
	For which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min
Electrical Code		\$ Current Fee
15.20.0103	Valuation of Electrical Work	
	1.00 to 500	38.00
	500.01 to 600	44.00
	600.01 to 700	49.00
	700.01 to 800	53.00
	800.01 to 900	59.00
	900.01 to 1,000	64.00
	1,000.01 to 1,100	68.00
	1,100.01 to 1,200	73.00
	1,200.01 to 1,300	79.00
	1,300.01 to 1,400	84.00
	1,400.01 to 1,500	88.00
	1,500.01 to 1,600	94.00
	1,600.01 to 1,700	99.00
	1,700.01 to 1,800	103.00
	1,800.01 to 1,900	109.00
	1,900.01 to 2,000	114.00
	2,000.01 to 3,000	129.00

3,000.01 to 4,000	149.00
4,000.01 to 5,000	168.00
5,000.01 to 6,000	188.00
6,000.01 to 7,000	209.00
7,000.01 to 8,000	229.00
8,000.01 to 9,000	249.00
9,000.01 to 10,000	269.00
10,000.01 to 11,000	288.00
11,000.01 to 12,000	309.00
12,000.01 to 13,000	329.00
13,000.01 to 14,000	349.00
14,000.00 to 15,000	369.00
15,000.01 to 16,000	389.00
16,000.01 to 17,000	429.00
17,000.01 to 18,000	449.00
18,000.01 to 19,000	469.00
19,000.01 to 20,000	489.00
20,000.01 to 21,000	510.00
21,000.01 to 22,000	529.00
22,000.01 to 23,000	549.00
23,000.01 to 24,000	569.00
24,000.01 to 25,000	591.00
25,000.01 to 50,000 = \$591.00 for the first \$25,000.00, plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$966.00 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = \$1,467.00 for the \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	35.00

Plumbing Permits		\$ Current Fee
15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	53.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	16.00
	For each building sewer and trailer park sewer	27.00
	Rainwater systems – per drain (inside building)	16.00
	For each water heater and/or vent	16.00
	For each gas-piping system of one to five outlets	16.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	16.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	16.00
	For each repair or alteration of drainage or vent piping, each fixture	16.00
	For each lawn sprinkler system on any one meter including backflow protection devices	16.00
	For atmospheric-type vacuum breakers not included in Item #10:	-
	1 to 5 each	16.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	-
	2 inch diameter and smaller	16.00
	over 2 inches in diameter	27.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	For each Fire Sprinkler System	16.00
	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min

	Inspections for which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min
Flood Damage Prevention		\$ Current Fee
15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	300.00
	Large Scale	750.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,200.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	750.00
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Contractor Licensing		\$ Current Fee
15.36.040 i	Classification:	
	General Contractor (Class A)	426.00
	Building Contractor (Class B)	426.00
	Building Contractor Restricted (Class Br)	426.00
	Residential Contractor (Class C)	426.00
	Electrical Contractor	426.00
	Low Voltage Electrical Contractor	426.00
	Plumbing Contractor	426.00
	HVAC Contractor	426.00
	Woodstove/Gas Stove Installer	426.00
	Gas Service Contractor	426.00
	Lawn Sprinkler Installer	426.00
	Water Conditioning Installer	426.00
	Refrigerator Contractor	426.00
	Fire Sprinkler Contractor	426.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	160.00
	Renewal of Certificate	80.00
Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Demolition Permit	250.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Grading, Erosion Control, and Stormwater Management		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	50.00
	Individual Residential (Primary + 1 accessory):	
	Statement	200.00
	Plan Level	600.00
	Multi-Unit Residential (3+ Units)	
	Statement	200.00/unit
	Plan Level	350.00/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	350.00/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	493.00
	Internment - Open/Close Cremation	70.00
	Weekend / Holiday Charge	140.00
	Deed Filing Fee	28.00
	Winter Charge (Dec 1 - April 30)	140.00
	Plot Purchase - Full	422.00
	Plot Purchase - Cremation/Infant	140.00
	Disinterment - Open/Close Full	634.00
	Disinterment - Open/Close Cremation	140.00

Resolution 23-10: FY24 Budget Adoption. Tyler Sinclair and Kelly Thompson made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 23-10 adopting the Town of Jackson’s fiscal year 2024 budget as presented and

further direct staff to request the County Assessor assess 0.5 property mills within the Town of Jackson. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-10

A RESOLUTION ADOPTING THE FISCAL YEAR 2024 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2024 shall be as follows:

TOWN OF JACKSON, WYOMING ADOPTED BUDGET FOR FISCAL YEAR 2024 ALL FUNDS - FINANCIAL SOURCES AND USES						
DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 17,489,035	\$ 9,314,534	\$ 25,177,200	\$ 15,583,345	\$ 4,053,135	\$ 71,617,248
Revenues:						
Taxes	12,512,280	1,425,211	10,000,000	-	-	23,937,491
Licenses & Permits	1,461,623	867,000	-	-	-	2,328,623
Intergovernmental	15,407,435	15,008,954	5,368,933	-	-	35,785,322
Charges for Services	812,558	2,256,492	-	6,394,555	7,439,708	16,903,313
Fines & Forfeitures	385,000	-	-	-	-	385,000
Miscellaneous Revenue	894,012	919,301	670,044	431,280	121,600	3,036,237
Total Revenues	31,472,908	20,476,958	16,038,977	6,825,835	7,561,308	82,375,986
Transfers In	2,064,578	4,582,266	10,036,486	362,662	401,000	17,446,992
Total Sources	33,537,486	25,059,224	26,075,463	7,188,497	7,962,308	99,822,978
Expenditures:						
General Government	8,045,020	635,970	11,191,190	-	5,593,812	25,465,992
Public Safety	11,761,816	-	1,181,975	-	527,600	13,471,391
Public Works	3,576,843	-	8,041,622	8,363,890	3,104,971	23,087,326
Community Health & Human Services	1,463,390	-	-	-	-	1,463,390
Community Initiatives	455,675	1,576,530	-	-	-	2,032,205
Transit	-	20,303,181	-	-	-	20,303,181
Culture & Recreation	2,065,006	1,072,000	8,964,548	-	-	12,101,554
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	729,902	-	-	-	-	729,902
Total Expenditures	28,097,652	23,587,681	29,379,335	8,430,860	9,226,383	98,721,911
Transfers Out	9,475,325	1,834,512	763,662	5,282,556	90,937	17,446,992
Total Uses	37,572,977	25,422,193	30,142,997	13,713,416	9,317,320	116,168,903
Ending Fund Balance	\$ 13,453,544	\$ 8,951,564	\$ 21,109,666	\$ 9,058,426	\$ 2,698,123	\$ 55,271,323
Change in Fund Balance	(4,035,491)	(362,970)	(4,067,534)	(6,524,919)	(1,355,012)	(16,345,926)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2024:

General Fund

General Government	
Mayor & Town Council	\$ 397,348
Town Attorney	731,370
Municipal Judge	318,646
Administration	471,737
Town Clerk & Personnel	1,016,974
Finance	800,802
Community Development	808,144
Information Technology	1,113,490
Planning	1,413,893
Town Facilities	972,616
Public Safety	
Police	6,452,212
Fire/EMS (County)	2,923,937
Emergency Management (County)	160,169
Communications Center (County)	801,038
Victim Services	434,227
Animal Shelter/Control	461,778
Building Inspections	528,455
Public Works	
Public Works Administration	472,478
Streets	2,253,678
Town Engineer	791,825
Yard Operations	58,862
Community Health & Human Services	
Community Health & Human Services	1,463,390
Community Initiatives	
Community Initiatives	455,675
Culture and Recreation	
Parks & Recreation (County)	1,954,651
Pathways	75,862
Memorial Park (Cemetery)	34,493
Unallocated	
Town-Wide Services & Insurance	729,902
Transfers Out	9,475,325
Total	<u><u>\$ 37,572,977</u></u>

Special Revenue Funds

Affordable Housing	
Community Development	\$ 1,571,530
Parking Exactions	
Community Development	5,000
Park Exactions	
Culture & Recreation	522,000
Employee Housing	
General Government	635,970
Transfers Out	101,781
Animal Care	
Transfers Out	55,000
Lodging Tax	
Culture and Recreation	550,000
Transfers Out	1,541,779
START Bus System	
Administration	2,029,987
Operations	7,578,456
Capital Outlay	10,694,738
Transfers Out	135,952
Total	<u><u>\$ 25,422,193</u></u>

Capital Projects Funds

Capital Projects (5th cent)	
Public Works	
Annual Street Maintenance	\$ 900,000
Annual R&M - Boardwalks	106,000
Annual R&M-Paint Projects	90,000
Stormwater Management Program	343,219
Downtown Pedestrian Project - Center St	20,000
Parking garage structural columns	25,000
Cemetery Privacy fence	29,295
General ROW Improvements	50,000
Pathways	
TOJ Bicycle Network Improvements	125,000
Pathways Annual Cap. Repairs	25,000
E-Bike Safety Improvements	300,000
Bike Racks	7,000
Pathway Bench	5,000
USFWS Connector & North Cache	35,000
Scott Lane-Maple Way Bike/Ped	40,000
Culture and Recreation	
Parks & Recreation (County)	8,047,548
SK- Patio/Airlock Replacements	30,000
Snow King Center Improvements - New Roof (ski club, 3 phases)	350,000
Public Safety	
Fire/EMS (County)	504,160
Emergency Management	59,800
Hand-Held Radios (2)	25,000
Dispatch (County)	593,015
General Government	
VH RepairRoof Internal Gutters	25,000
Vertical Harvest stairs, rails - repair and paint	30,000
Core Maintenance Facility	10,141,190
Fuel Island	720,000
Commercial properties radon remediation	25,000
Climate Action Projects	250,000
Transfers Out	763,662
2006 SPET	
North King to Forest Service (Rec Center Roadway)	255,384
2010 SPET	
DC Fast Charging	-
2014 SPET	
North Cache Streetscape Phase II	10,000
Gregory Lane Complete St/Drainage	500,000
2016 SPET	
West Broadway Landslide	20,000
2019 SPET	
Core Maintenance Facility	5,351,574
Thaw Well Design & Install	341,150
Total	<u>\$ 30,142,997</u>

Enterprise Funds

Water Utility	
Public Works	
Maintenance and operations	\$ 1,352,738
Water wells	348,171
Billing, accounting, & insurance	325,023
Capital outlay	2,983,485
Debt service	66,970
Transfers Out	2,641,278
Sewage Utility	
Public Works	
Sewage plant operations	1,037,302
Maintenance and operations	641,590
Billing, accounting, & insurance	203,581
Capital outlay	1,472,000
Transfers Out	2,641,278
Total	<u>\$ 13,713,416</u>

Internal Service Funds	
Employee Insurance	\$ 3,502,497
Fleet Management	2,443,971
Central Equipment	1,188,600
IT Services	2,182,252
Total	<u>\$ 9,317,320</u>

PASSED, APPROVED, & ADOPTED this 5th day of June , 2023.

Council recessed at 9:20pm and reconvened at 9:25pm. Jessica Sell Chambers left the meeting during recess.

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

Ordinance M: A Charter Ordinance Exempting the Town from the Requirement for President and Acting President of Council and Creating a Vice Mayor and Acting Vice Mayor.

AN ORDINANCE ADDING SECTIONS 2.02.022 AND SECTION 2.02.024 TO THE TOWN OF JACKSON MUNICIPAL CODE, A CHARTER ORDINANCE RELATING TO EXEMPTING THE TOWN FROM WYOMING STATUTE SECTION 15-3-203 REGARDING PRESIDENT AND ACTING PRESIDENT OF COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Charter Ordinance M on first reading, as amended. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance N: An Ordinance Repealing Duplicate Section for Position of Vice Mayor.

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE NO. 1300 AND JACKSON MUNICIPAL CODE SECTION 2.04.070 REGARDING VICE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance N on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance O: An Ordinance Amending Excused Absences and Vacancies Related to Acting Vice Mayor Responsibilities.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1300; AND SECTION 2.04.060 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING EXCUSED ABSENCES AND VACANCY PROCEDURES FOR TOWN COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance O on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance P: An Ordinance Regarding Construction Management Plans

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 571, 943, 947, AND 1228; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 579; AND SECTIONS 12.08.040, 12.08.045, AND 12.08.380 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONSTRUCTION MANAGEMENT PLANS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance P on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council.

Central Wyoming College Annexation Public Hearing. Riley Taylor and Tyler Sinclair made staff comment. Mila Dunbar-Irwin made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to set a date of August 21, 2023 for the public hearing of the Central Wyoming College (CWC) Campus annexation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

JH Pride Funding Request. Council discussed remaining FY23 funds for community initiatives. A motion was made by Arne Jorgensen and seconded by Jim Rooks to support the JH Pride funding request in the amount of \$5,000. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on Bear Wise Jackson Hole, upcoming events, Mountains of Color Film Fest, recruitment and employee housing, and Age-Friendly Community Action Plan. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:49 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: June 14, 2023

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
6350	4IMPRINT	25149454	VESTS	05/26/2023	2,148.17	2,148.17	06/21/2023
Total 6350:					2,148.17	2,148.17	
328	842-NCPERS GROUP WYOMIN	842062023	PAYROLL DEDUCTIONS	05/01/2023	96.00	96.00	05/30/2023
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	175383	CASTER AND BRACKETS	05/23/2023	692.46	692.46	06/21/2023
425	ACE EQUIPMENT & SUPPLY	175393	ELGIN MAIN DRM MAXWRAP	05/26/2023	625.53	625.53	06/21/2023
Total 425:					1,317.99	1,317.99	
51	ACE HARDWARE	816201	SUPPLIES	02/20/2023	28.51	28.51	06/21/2023
51	ACE HARDWARE	816605	RESCUE TAPE	02/24/2023	11.99	11.99	06/21/2023
51	ACE HARDWARE	816840	TOILET REPAIR KIT	02/28/2023	29.99	29.99	06/21/2023
51	ACE HARDWARE	816912	GLUE	02/28/2023	15.98	15.98	06/21/2023
51	ACE HARDWARE	816935	SPONGE	03/01/2023	5.49	5.49	06/21/2023
51	ACE HARDWARE	816947	CLOSET RING	03/01/2023	9.99	9.99	06/21/2023
51	ACE HARDWARE	817188	SUPPLIES	03/03/2023	25.47	25.47	06/21/2023
51	ACE HARDWARE	818812	STAPLER	03/20/2023	19.99	19.99	06/21/2023
51	ACE HARDWARE	819672	EXT CORD	03/29/2023	14.99	14.99	06/21/2023
51	ACE HARDWARE	819755	CLOCK RADIO	03/30/2023	16.99	16.99	06/21/2023
51	ACE HARDWARE	820687	LIGHTER THREE FLINT	04/11/2023	9.99	9.99	06/21/2023
51	ACE HARDWARE	821181	LIME AWAY	04/15/2023	10.98	10.98	06/21/2023
51	ACE HARDWARE	821717	TAPE MEASURE AND LIGHT	04/20/2023	107.97	107.97	06/21/2023
51	ACE HARDWARE	821719	WRENCH KIT	04/20/2023	279.98	279.98	06/21/2023
51	ACE HARDWARE	822577	STRIPPING PAINT	04/27/2023	571.92	571.92	06/21/2023
51	ACE HARDWARE	823357	PAINT ROLLERS	05/03/2023	23.46	23.46	06/21/2023
51	ACE HARDWARE	824840	SUPPLIES	05/15/2023	84.44	84.44	06/21/2023
51	ACE HARDWARE	825536	PIPE WRENCH	05/19/2023	34.99	34.99	06/21/2023
51	ACE HARDWARE	826113	COMBO KIT	05/23/2023	496.98	496.98	06/21/2023
51	ACE HARDWARE	826415	PVC ELBOW	05/25/2023	11.96	11.96	06/21/2023
51	ACE HARDWARE	826467	KNEE PADS	05/25/2023	61.98	61.98	06/21/2023
51	ACE HARDWARE	826570	sABER TORX	05/26/2023	87.96	87.96	06/21/2023
51	ACE HARDWARE	826903	sUPPLIES	05/29/2023	79.94	79.94	06/21/2023
51	ACE HARDWARE	826910	SUPPLIES	05/29/2023	27.47	27.47	06/21/2023
51	ACE HARDWARE	826964	DIESEL CAN	05/30/2023	41.98	41.98	06/21/2023
51	ACE HARDWARE	827044	SPRAYER	05/30/2023	19.47	19.47	06/21/2023
51	ACE HARDWARE	827109	TRASH CAN AND WEED KILLER	05/30/2023	115.96	115.96	06/21/2023
51	ACE HARDWARE	827113	TRASH CAN	05/30/2023	9.00	9.00	06/21/2023
51	ACE HARDWARE	827164	OVEN CLEANER AND DOOR ST	05/31/2023	45.96	45.96	06/21/2023
51	ACE HARDWARE	827197	DRAIN CLEANER	05/31/2023	16.48	16.48	06/21/2023
51	ACE HARDWARE	827215	DECK SCREWS	05/31/2023	44.99	44.99	06/21/2023
51	ACE HARDWARE	827256	SCRAPER	05/31/2023	50.96	50.96	06/21/2023
51	ACE HARDWARE	827411	SUMP PUMP	06/01/2023	149.99	149.99	06/21/2023
51	ACE HARDWARE	827511	PIPE CAP	06/01/2023	42.97	42.97	06/21/2023
51	ACE HARDWARE	827573	TAPE MASK AND PIPE CAP	06/02/2023	18.98	18.98	06/21/2023
51	ACE HARDWARE	827577	HOOK PEG AND WRENCHS	06/02/2023	109.45	109.45	06/21/2023
51	ACE HARDWARE	827640	INSECT KILLER	06/02/2023	12.99	12.99	06/21/2023
51	ACE HARDWARE	827849	SPRAYER	06/05/2023	6.49	6.49	06/21/2023
51	ACE HARDWARE	827882	MAP PRO GAS	06/05/2023	22.48	22.48	06/21/2023
51	ACE HARDWARE	828291	HEAT TAPE	06/07/2023	12.98	12.98	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	828316	BOX FAN	06/07/2023	59.98	59.98	06/21/2023
51	ACE HARDWARE	828430	PRO LIGHTED	06/08/2023	69.99	69.99	06/21/2023
51	ACE HARDWARE	828474	LOCK	06/08/2023	26.99	26.99	06/21/2023
51	ACE HARDWARE	828843	ZIPLOCK STORAGE	06/12/2023	7.49	7.49	06/21/2023
51	ACE HARDWARE	828914	GATE LATCH,HINGE,CORNER B	06/12/2023	84.60	84.60	06/21/2023
51	ACE HARDWARE	829006	DIESEL CAN	06/13/2023	34.99	34.99	06/21/2023
51	ACE HARDWARE	829048	BUTCHER BLOCK OIL	06/13/2023	23.98	23.98	06/21/2023
51	ACE HARDWARE	829075	Drain cleaner	06/13/2023	14.99	14.99	06/21/2023
51	ACE HARDWARE	829078	TRASH CAN	06/13/2023	1,199.52	1,199.52	06/21/2023
51	ACE HARDWARE	829089	SUPPLIES	06/13/2023	49.98	49.98	06/21/2023
51	ACE HARDWARE	829149	Saber torx	06/14/2023	43.99	43.99	06/21/2023
51	ACE HARDWARE	829244	Concret mix	06/14/2023	8.99	8.99	06/21/2023
51	ACE HARDWARE	829260	Drain opener	06/14/2023	9.99	9.99	06/21/2023
51	ACE HARDWARE	829338	battery	06/15/2023	19.48	19.48	06/21/2023
Total 51:					4,445.50	4,445.50	
5726	AMAZON	114-8248412-2	HINGE WELD	06/01/2023	13.98	13.98	06/21/2023
Total 5726:					13.98	13.98	
2269	AFLAC	945591	ACCOUNT #y9599	05/25/2023	2,399.87	2,399.87	05/30/2023
Total 2269:					2,399.87	2,399.87	
88	AIRGAS INTERMOUNTAIN INC.	9997633883	IND SMALL ARGON	05/31/2023	46.65	46.65	06/21/2023
Total 88:					46.65	46.65	
2729	ALLDATA	INVC02951852	REPAIR AND ACCESS SUBSCRI	06/01/2023	1,500.00	1,500.00	06/21/2023
Total 2729:					1,500.00	1,500.00	
6524	ALPHAGRAPHICS	JX-308397	ENGRAVE NAME PLAQUE	04/18/2023	20.00	20.00	06/21/2023
Total 6524:					20.00	20.00	
7253	ALTERNATIVE BUILDING SOLU	060823	RETURN BOND 644 LARIAT LO	06/08/2023	13,000.00	13,000.00	06/08/2023
Total 7253:					13,000.00	13,000.00	
5726	AMAZON	060223	WEB SERVICES FEE	06/02/2023	78.99	78.99	06/21/2023
5726	AMAZON	111-1245861-2	BROOMS	03/15/2023	510.51	510.51	06/21/2023
5726	AMAZON	114-2210366-9	YRCHNOOGY INTERNATIONAS	05/05/2023	59.70	59.70	06/21/2023
5726	AMAZON	114-3562265-1	AF REPLACE RANGE HOOD FIL	05/15/2023	12.99	12.99	06/21/2023
5726	AMAZON	114-8248412-2	LUND 288271 CHALLENGER SE	06/01/2023	339.99	339.99	06/21/2023
5726	AMAZON	114-8829178-6	CHROME PLATED SATIN FINISH	04/26/2023	263.00	263.00	06/21/2023
5726	AMAZON	16TJ-YJGX-7C	MESSENGER BAG	05/30/2023	161.10	161.10	06/21/2023
5726	AMAZON	1JM6-1G9V-KV	WIRELESS KEYBOARDS	06/05/2023	839.94	839.94	06/21/2023
5726	AMAZON	1LQW-YTLJ-D	MG CHECMICALS	06/17/2023	1,503.72	1,503.72	06/21/2023
5726	AMAZON	1NQT-FRJJ-1F	UNIFORM PANTS	06/01/2023	244.82	244.82	06/21/2023
5726	AMAZON	1TRY-JLNP-9Y	DRILL BIT SETS	05/25/2023	680.53	680.53	06/21/2023
Total 5726:					4,695.29	4,695.29	
7245	AMERICAN LEAK DETECTION	30138	COMMERCIAL DETECTION	05/18/2023	3,588.75	3,588.75	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7245:					3,588.75	3,588.75	
7221	ANDERS GLASS AND TINT	1034	2015 CHEVY TRUCK	06/07/2023	340.00	340.00	06/21/2023
7221	ANDERS GLASS AND TINT	1034	2015 CHEVY TRUCK	06/07/2023	380.00	380.00	06/21/2023
7221	ANDERS GLASS AND TINT	1035	GLASS	06/07/2023	340.00	340.00	06/21/2023
7221	ANDERS GLASS AND TINT	1036	GLASS	06/07/2023	450.00	450.00	06/21/2023
Total 7221:					1,510.00	1,510.00	
7190	ARELLANO, OVIEL	021023	bail refund 22-12-0586	02/10/2023	1,500.00	1,500.00	04/12/2023
Total 7190:					1,500.00	1,500.00	
7027	ARISTORENAS, MARIA	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7027:					450.00	450.00	
1783	AT&T	287279795460	charges for account 28727979546	05/11/2023	251.88	251.88	06/21/2023
Total 1783:					251.88	251.88	
7255	AVANESSIAN, ARBI	061223	BAIL REFUND 23-03-0536	06/12/2023	740.00	740.00	06/21/2023
Total 7255:					740.00	740.00	
7249	B.P SUNSHINE ROOFERS	060723	ROOF 145 W HANSEN DEPOSIT	06/07/2023	9,900.00	9,900.00	06/21/2023
Total 7249:					9,900.00	9,900.00	
7028	BADILLO, MARCELA	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7028:					450.00	450.00	
7170	BADURA, KYLE	060723	TRAVEL EXPENSES	06/07/2023	256.00	256.00	06/21/2023
Total 7170:					256.00	256.00	
7246	BECK, BRIAN G	051923	BAIL REFUND	05/19/2023	740.00	740.00	06/21/2023
Total 7246:					740.00	740.00	
7033	BERGMAN, PIERRE	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7033:					450.00	450.00	
4920	BEST BEST & KRIEGER	053123	FRANCHISE RENEWAL	05/31/2023	1,786.00	1,786.00	06/21/2023
Total 4920:					1,786.00	1,786.00	
4774	BIG R RANCH & HOME	1613162	RAIN COAT	05/10/2023	139.99	139.99	06/21/2023
4774	BIG R RANCH & HOME	1614638	ROPE	05/18/2023	9.28	9.28	06/21/2023
Total 4774:					149.27	149.27	
3500	BISON LUMBER	2306-811214	2X4 STD CEDAR AND CONCRE	06/06/2023	339.17	339.17	06/21/2023
3500	BISON LUMBER	2306-811338	4X4X10	06/07/2023	144.36	144.36	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3500:					483.53	483.53	
1560	BLUE SPRUCE CLEANERS,INC	06012023	DRY CLEANING PD	06/15/2023	235.19	235.19	06/21/2023
Total 1560:					235.19	235.19	
7039	BLUEBEAM, INC	1608613	ANNUAL SUBSCRIPTION	04/26/2023	2,340.00	2,340.00	06/21/2023
7039	BLUEBEAM, INC	B225025	ANNUAL MAINTENANCE RENE	04/10/2023	2,535.00	2,535.00	06/21/2023
Total 7039:					4,875.00	4,875.00	
7154	BOREMAN, BRAD	060723	TRAVEL EXPENSES	06/07/2023	256.00	256.00	06/21/2023
Total 7154:					256.00	256.00	
6727	BRIGGS, ERIC L	22393	tools	06/15/2023	248.98	248.98	06/21/2023
Total 6727:					248.98	248.98	
5996	BRIGHTLY	INV-213657	BARCODE TAGGING	06/08/2023	21,066.02	21,066.02	06/21/2023
Total 5996:					21,066.02	21,066.02	
3303	BRISTOL, JAMES	6657	REGULAR ENVELOPES	06/08/2023	122.00	122.00	06/21/2023
Total 3303:					122.00	122.00	
5	CARQUEST AUTO PARTS INC.	60090-607321	remove credit	04/06/2023	999.99	.00	
5	CARQUEST AUTO PARTS INC.	6090-613155	brake PADS	05/26/2023	75.10	.00	
5	CARQUEST AUTO PARTS INC.	6090-614492	brake PADS	06/06/2023	216.91	.00	
5	CARQUEST AUTO PARTS INC.	6090-614583	AIR FILTER	06/07/2023	19.84	.00	
5	CARQUEST AUTO PARTS INC.	6090-614739	AIR FILTER	06/08/2023	39.68	.00	
5	CARQUEST AUTO PARTS INC.	6090-615527	bELT TENSIONER	06/14/2023	83.64	.00	
Total 5:					1,435.16	.00	
10	CASH	060422	RECORDING & FILING FEES	06/04/2022	12.00	12.00	06/21/2023
10	CASH	060422	START OFFICE	06/04/2022	180.00	180.00	06/21/2023
Total 10:					192.00	192.00	
2876	CAST	1657	STEAMBOAT MEETINGS	02/08/2023	95.00	95.00	06/21/2023
Total 2876:					95.00	95.00	
3255	CENTER FOR THE ARTS	29726	EVENT UNDERWRITING	06/06/2023	7,500.00	7,500.00	06/21/2023
Total 3255:					7,500.00	7,500.00	
544	CENTURYLINK	307-111-5050 2	charges for account p-307-111-50	06/07/2023	2,148.21	2,148.21	06/21/2023
544	CENTURYLINK	307-111-5050 2	charges for account p-307-111-50	06/07/2023	4,264.08	4,264.08	06/21/2023
544	CENTURYLINK	640884930	Monthly bill for account 75912352	05/20/2023	462.86	462.86	06/21/2023
Total 544:					6,875.15	6,875.15	
4984	CHAPA STRIPES OF IDAHO	STRIPE 65	PATHWAYS STRIPING	05/27/2023	14,800.00	14,800.00	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4984:					14,800.00	14,800.00	
4742	CHRISTENSEN, DUSTIN	053123	BOOTS	05/31/2023	100.00	100.00	06/21/2023
Total 4742:					100.00	100.00	
5967	CITY OF DRIGGS	BBSTART2023	JUNE	05/02/2023	2,336.80	2,336.80	06/21/2023
Total 5967:					2,336.80	2,336.80	
6001	CIVICPLUS	257439	ANNUAL SERVICE	05/11/2023	4,345.00	4,345.00	06/21/2023
6001	CIVICPLUS	257442	ANNUAL SERVICE	05/11/2023	4,345.00	4,345.00	06/21/2023
Total 6001:					8,690.00	8,690.00	
5144	COCA-COLA BOTTLING COMPA	4377908	WATER	06/05/2023	64.00	64.00	06/21/2023
5144	COCA-COLA BOTTLING COMPA	491869	EQUIPMENT RENTAL	05/31/2023	10.60	10.60	06/21/2023
Total 5144:					74.60	74.60	
4981	COLASUONNO, LEA	053123	TRAVEL EXPENSES TO CHEYE	05/31/2023	336.00	336.00	06/21/2023
Total 4981:					336.00	336.00	
7258	COMBS, RYAN	061923	REFUND OVERPAYMENT ON H	06/19/2023	1,807.30	1,807.30	06/21/2023
Total 7258:					1,807.30	1,807.30	
260	COMMUNITY SAFETY NETWOR	061923	4TH QUARTER	06/19/2023	46,500.00	46,500.00	06/21/2023
Total 260:					46,500.00	46,500.00	
514	CONRAD & BISCHOFF INC.	IN-479510-23	FUEL	05/19/2023	31,115.58	31,115.58	06/21/2023
514	CONRAD & BISCHOFF INC.	IN-505422-23	FUEL	06/06/2023	33,101.22	33,101.22	06/21/2023
Total 514:					64,216.80	64,216.80	
6475	CONVERGEONE, INC	IE9108489	MAINTENANCE	06/08/2023	955.03	955.03	06/21/2023
Total 6475:					955.03	955.03	
1691	CORE & MAIN LP	S430215	PROCODER PIT	04/26/2023	66,615.00	66,615.00	06/21/2023
1691	CORE & MAIN LP	S740505	C153 IMP	04/26/2023	281.57	281.57	06/21/2023
1691	CORE & MAIN LP	S824975	WATER PARTS	05/26/2023	7,706.87	7,706.87	06/21/2023
1691	CORE & MAIN LP	S843756	PROCODER	05/26/2023	1,509.50	1,509.50	06/21/2023
Total 1691:					76,112.94	76,112.94	
5002	CUSTOM ELECTRONIC CONSU	04923	AUDIO SYSTEM MONTHLY MAI	03/25/2023	4,562.88	4,562.88	06/21/2023
5002	CUSTOM ELECTRONIC CONSU	04924	MONTHLY MAINTENANCE VIDE	03/25/2023	6,938.40	6,938.40	06/21/2023
Total 5002:					11,501.28	11,501.28	
6829	DARKTRACE HOLDINGS LIMITE	130239	SUBSCRIPTION	06/09/2023	44,640.50	44,640.50	06/21/2023
Total 6829:					44,640.50	44,640.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7111	DAWSON INFRASTRUCTURE S	INV212657	SHFTER	05/31/2023	984.53	984.53	06/21/2023
Total 7111:					984.53	984.53	
7030	DAY, JEAN	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7030:					450.00	450.00	
4918	DEAN'S PEST CONTROL LLC	79515	SMALL RODEN CONTROL	05/13/2023	160.00	160.00	06/21/2023
4918	DEAN'S PEST CONTROL LLC	80421	SMALL RODENT CONTROL	05/20/2023	100.00	100.00	06/21/2023
4918	DEAN'S PEST CONTROL LLC	80734	PEST CONTROL	05/25/2023	55.00	55.00	06/21/2023
4918	DEAN'S PEST CONTROL LLC	80765	SMALL RODENT CONTROL	05/12/2023	100.00	100.00	06/21/2023
4918	DEAN'S PEST CONTROL LLC	81078	SPRING PEST CONTROL'	05/13/2023	275.00	275.00	06/21/2023
4918	DEAN'S PEST CONTROL LLC	81079	SPRING PET MANAGMENT	05/13/2023	200.00	200.00	06/21/2023
Total 4918:					890.00	890.00	
708	DELTA DENTAL PLAN OF WYOM	06012023	MAY claims	06/01/2023	6,389.80	6,389.80	06/16/2023
708	DELTA DENTAL PLAN OF WYOM	06012023	JUNE PREMIUM	06/01/2023	618.80	618.80	06/16/2023
Total 708:					7,008.60	7,008.60	
7259	Denison Consulting, LLC	21594	culture survey	06/20/2023	9,200.00	9,200.00	06/21/2023
Total 7259:					9,200.00	9,200.00	
7037	DICK ANDERSON CONSTRUCTI	052623	PAY APP # 9 CORE FACILITY	05/26/2023	1,381,379.20	1,381,379.20	06/21/2023
Total 7037:					1,381,379.20	1,381,379.20	
6667	DISCOUNT CELL, INC.	OE-26882	PEPLINK MAX	04/24/2023	864.00	864.00	06/21/2023
Total 6667:					864.00	864.00	
6883	DIVISION OF CHILD SUPPORT	060223	DCSE CASE #0005405448	06/02/2023	509.23	509.23	06/02/2023
6883	DIVISION OF CHILD SUPPORT	061523	DCSE CASE #0005405448	06/15/2023	509.23	509.23	06/15/2023
Total 6883:					1,018.46	1,018.46	
2175	DIVISION OF VICTIM SERVICES	061323	Crime Victim Surcharge	06/13/2023	750.00	750.00	06/21/2023
Total 2175:					750.00	750.00	
2798	DPC INDUSTRIES, INC.	737001867-23	chlorine	05/31/2023	4,106.32	4,106.32	06/21/2023
Total 2798:					4,106.32	4,106.32	
3408	E.R. OFFICE EXPRESS	21048	Office Supplies	05/23/2023	40.17	40.17	06/21/2023
3408	E.R. OFFICE EXPRESS	21097	Office Supplies	06/05/2023	247.83	247.83	06/21/2023
3408	E.R. OFFICE EXPRESS	21107	PAPER	06/06/2023	73.03	73.03	06/21/2023
Total 3408:					361.03	361.03	
5223	ENERGY CONSERVATION WOR	053023	Teton climate action funding	05/30/2023	12,500.00	12,500.00	06/21/2023
Total 5223:					12,500.00	12,500.00	
103	ENVIRONMENTAL RESOURCE	043444	SUPPLIES	05/30/2023	967.09	967.09	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 103:					967.09	967.09	
81	EVANS CONSTRUCTION INC	060923	TOJ EAST PEARL SIDEWALKS	06/20/2023	31,350.00	31,350.00	06/21/2023
81	EVANS CONSTRUCTION INC	1231924	DUMP FEE	05/22/2023	75.00	75.00	06/21/2023
81	EVANS CONSTRUCTION INC	231924	DUMP FEE	05/22/2023	75.00	75.00	06/21/2023
81	EVANS CONSTRUCTION INC	231988	DUMP FEE	05/23/2023	75.00	75.00	06/21/2023
Total 81:					31,575.00	31,575.00	
7228	EVANS, SARA	061323	RESTITUTION PAYMENT	06/13/2023	300.00	300.00	06/21/2023
Total 7228:					300.00	300.00	
6293	EVOLUTION CONCRETE CUTTI	9387	PATHWAY IMPROVEMENTS	05/22/2023	4,040.00	4,040.00	06/21/2023
Total 6293:					4,040.00	4,040.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0616	chatham loop	06/16/2023	48.72	48.72	06/21/2023
Total 7168:					48.72	48.72	
3195	FERGUSON ENTERPRISES, IN	1588220	WASHERS	05/31/2023	.82	.82	06/21/2023
3195	FERGUSON ENTERPRISES, IN	1595216	HOSE SHUT OFF	06/05/2023	25.71	25.71	06/21/2023
Total 3195:					26.53	26.53	
7097	FERRIS, MARK	061923	release bond b21-0018 170 redm	06/19/2023	6,315.62	6,315.62	06/21/2023
7097	FERRIS, MARK	061923	release bond B21-0117 160 Redm	06/19/2023	6,315.63	6,315.63	06/21/2023
Total 7097:					12,631.25	12,631.25	
4294	FIRE SERVICES OF IDAHO	12514517	ANNUAL ALARM	05/31/2023	420.00	420.00	06/21/2023
Total 4294:					420.00	420.00	
2549	FIRST TRANSIT	11877880	CONTRACT SERVICES	04/07/2023	19,076.86	19,076.86	06/21/2023
2549	FIRST TRANSIT	11891279	CONTRACT SERVICES	05/19/2023	15,145.43	15,145.43	06/21/2023
Total 2549:					34,222.29	34,222.29	
5337	FLAT CREEK WID	2023-01	FLOOD MITIGATION EFFORTS4	05/29/2023	4,904.56	4,904.56	06/21/2023
Total 5337:					4,904.56	4,904.56	
668	FREEDOM MAILING SERVICE I	45472	UTILITY BILLING	06/05/2023	904.78	904.78	06/21/2023
668	FREEDOM MAILING SERVICE I	45472	UTILITY BILLING	06/05/2023	904.78	904.78	06/21/2023
668	FREEDOM MAILING SERVICE I	45472	FOOD INSERT	06/05/2023	47.86	47.86	06/21/2023
Total 668:					1,857.42	1,857.42	
7034	FRITTS, JASON	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7034:					450.00	450.00	
4982	FRONTIER PRECISION, INC	274863	TRIMBLE R2,RECEIVER,POWE	05/17/2023	4,619.01	4,619.01	06/21/2023
4982	FRONTIER PRECISION, INC	274863	TRIMBLE R2,RECEIVER,POWE	05/17/2023	4,619.02	4,619.02	06/21/2023
4982	FRONTIER PRECISION, INC	274864	TRIMBLE YELLOW BACKPACK	05/17/2023	240.00	240.00	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4982:					9,478.03	9,478.03	
5874	GABLE, MICHAEL	060823	REIMBURSE DOT PHYSICAL	06/08/2023	80.00	80.00	06/21/2023
Total 5874:					80.00	80.00	
6844	GE SOFTWARE	211362	FUEL SITE MODULE	05/31/2023	80.00	80.00	06/21/2023
Total 6844:					80.00	80.00	
4212	GILLIG LLC	41048506	KIT BRAKE AND PAD	06/30/2023	1,196.04	1,196.04	06/21/2023
4212	GILLIG LLC	41052186	TIE ROD END	06/13/2023	231.97	231.97	06/21/2023
4212	GILLIG LLC	72642	NEW TRANSIT BUS	04/22/2023	461,922.00	461,922.00	06/21/2023
Total 4212:					463,350.01	463,350.01	
7137	GOVOS, INC	INV-SD-001069	SEAMLESS DOC FEE	10/25/2021	4,589.96	4,589.96	06/21/2023
Total 7137:					4,589.96	4,589.96	
6794	GRANICUS, LLC	165022	ACESS CHARGES	05/01/2023	887.50	887.50	06/21/2023
6794	GRANICUS, LLC	166239	PEG PSA,S	06/01/2023	1,775.00	1,775.00	06/21/2023
Total 6794:					2,662.50	2,662.50	
5734	GREENWAY PAINTING LLC	1674	410 scott lane exterior painting	06/14/2023	11,980.00	11,980.00	06/21/2023
Total 5734:					11,980.00	11,980.00	
473	GREENWOOD MAPPING INC.	060123	GIS SUPPORT	06/01/2023	1,242.00	1,242.00	06/21/2023
Total 473:					1,242.00	1,242.00	
4988	HD FOWLER COMPANY	I6397218	MUD PLUG	05/18/2023	182.20	182.20	06/21/2023
4988	HD FOWLER COMPANY	I6403313	VALVE BOX AND PARTS	05/24/2023	167.51	167.51	06/21/2023
4988	HD FOWLER COMPANY	I6405834	VALVE BOX AND TAPPING SLEE	05/26/2023	1,041.70	1,041.70	06/21/2023
Total 4988:					1,391.41	1,391.41	
6893	HEALTHIEST YOU	202306766524	june premium	06/01/2023	1,414.80	1,414.80	06/16/2023
Total 6893:					1,414.80	1,414.80	
7031	HERNANDEZ, BRANDON	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7031:					450.00	450.00	
96	HIGH COUNTRY LINEN	0376062	Laundry bags and towels	05/10/2023	95.85	95.85	06/21/2023
96	HIGH COUNTRY LINEN	0376179	ADMIN	05/11/2023	3.33	3.33	06/21/2023
96	HIGH COUNTRY LINEN	0376179	ADMIN	05/11/2023	3.32	3.32	06/21/2023
96	HIGH COUNTRY LINEN	0376179	SHOP SUPPLIES	05/11/2023	6.85	6.85	06/21/2023
96	HIGH COUNTRY LINEN	0376179	fACILITY	05/11/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0376179	SEWER	05/11/2023	14.67	14.67	06/21/2023
96	HIGH COUNTRY LINEN	0376179	FLEET	05/11/2023	30.79	30.79	06/21/2023
96	HIGH COUNTRY LINEN	0376179	BUILD MAINT	05/11/2023	11.82	11.82	06/21/2023
96	HIGH COUNTRY LINEN	0376179	WWTP	05/11/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0376179	WATER	05/11/2023	16.33	16.33	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0376179	STREET	05/11/2023	18.80	18.80	06/21/2023
96	HIGH COUNTRY LINEN	0377336	SEWER	05/18/2023	14.67	14.67	06/21/2023
96	HIGH COUNTRY LINEN	0377336	WATER	05/18/2023	19.66	19.66	06/21/2023
96	HIGH COUNTRY LINEN	0377336	ADMIN	05/18/2023	3.32	3.32	06/21/2023
96	HIGH COUNTRY LINEN	0377336	STREET	05/18/2023	28.77	28.77	06/21/2023
96	HIGH COUNTRY LINEN	0377336	SHOP SUPPLIES	05/18/2023	6.85	6.85	06/21/2023
96	HIGH COUNTRY LINEN	0377336	fACILITY	05/18/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0377336	ADMIN	05/18/2023	3.33	3.33	06/21/2023
96	HIGH COUNTRY LINEN	0377336	fLEET	05/18/2023	30.79	30.79	06/21/2023
96	HIGH COUNTRY LINEN	0377336	BUILD MAINT	05/18/2023	26.68	26.68	06/21/2023
96	HIGH COUNTRY LINEN	0377336	WWTP	05/18/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0378331	MATS @ SHELTER	05/24/2023	82.65	82.65	06/21/2023
96	HIGH COUNTRY LINEN	0378438	MATS @ START	05/24/2023	230.13	230.13	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	3.32	3.32	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	28.77	28.77	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	13.15	13.15	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	30.79	30.79	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	14.67	14.67	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	3.33	3.33	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	6.85	6.85	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0378561	IAUNDRY	05/25/2023	19.66	19.66	06/21/2023
96	HIGH COUNTRY LINEN	0379167	MATS @ SI FERRIN	05/29/2023	17.75	17.75	06/21/2023
96	HIGH COUNTRY LINEN	0379170	MATS @ HOME RANCH	05/29/2023	54.56	54.56	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	3.33	3.33	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	6.85	6.85	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	167.79	167.79	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	3.32	3.32	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	30.79	30.79	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	26.50	26.50	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	14.68	14.68	06/21/2023
96	HIGH COUNTRY LINEN	0379843	MATS, Laundry and cleaning supp	06/01/2023	35.62	35.62	06/21/2023
96	HIGH COUNTRY LINEN	0380262	MATS @ TOWN HALL	06/02/2023	264.04	264.04	06/21/2023
96	HIGH COUNTRY LINEN	0380962	MATS @ SHELTER	06/07/2023	82.65	82.65	06/21/2023
96	HIGH COUNTRY LINEN	0381083	Laundry bags and towels	06/07/2023	98.32	98.32	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	14.67	14.67	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	3.32	3.32	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	31.36	31.36	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	3.33	3.33	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	22.22	22.22	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	6.85	6.85	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	30.79	30.79	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	13.67	13.67	06/21/2023
96	HIGH COUNTRY LINEN	0381209	MATS, Laundry and cleaning supp	06/08/2023	13.30	13.30	06/21/2023
96	HIGH COUNTRY LINEN	0381848	MATS @ SI FERRIN	06/12/2023	17.75	17.75	06/21/2023
96	HIGH COUNTRY LINEN	0381854	MATS @ HOME RANCH	06/12/2023	24.56	24.56	06/21/2023
96	HIGH COUNTRY LINEN	C00381106	credit	06/07/2023	3.11-	3.11-	06/21/2023
96	HIGH COUNTRY LINEN	C0381671	CREDIT	06/09/2023	8.55-	8.55-	06/21/2023
96	HIGH COUNTRY LINEN	C0382648	CREDIT	06/14/2023	7.10-	7.10-	06/21/2023
96	HIGH COUNTRY LINEN	S0378050	LINERS	05/22/2023	32.51	32.51	06/21/2023
96	HIGH COUNTRY LINEN	S0379310	CLEANERS AND LINERS	05/29/2023	81.81	81.81	06/21/2023
96	HIGH COUNTRY LINEN	S0381100	cleaning supplies	06/07/2023	181.49	181.49	06/21/2023
96	HIGH COUNTRY LINEN	S0381382	CLEANING SUPPLIES	06/08/2023	32.44	32.44	06/21/2023
96	HIGH COUNTRY LINEN	S0381403	glass cleaner, bleach	06/08/2023	244.38	244.38	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					2,430.74	2,430.74	
503	HUNT CONSTRUCTION INC	10621	SNOW KING CENTER	06/16/2023	22,120.00	22,120.00	06/21/2023
503	HUNT CONSTRUCTION INC	10652	DELONY AND WILLOW	06/16/2023	6,655.00	6,655.00	06/21/2023
Total 503:					28,775.00	28,775.00	
36	IDAHO STATE TAX COMMISSIO	053023	MAY WITHHOLDINGS	05/30/2023	4,483.00	4,483.00	05/30/2023
Total 36:					4,483.00	4,483.00	
6720	IMMIGRANT HOPE	061523	QUARTERLY PAYMENT	06/15/2023	1,406.25	1,406.25	06/21/2023
Total 6720:					1,406.25	1,406.25	
106	INTERSTATE BATTERY	22257364	BATTERIES	05/30/2023	611.85	611.85	06/21/2023
106	INTERSTATE BATTERY	22257457	BATTERIES	06/06/2023	346.90	346.90	06/21/2023
106	INTERSTATE BATTERY	22257530	BATTERIES	06/13/2023	1,019.70	1,019.70	06/21/2023
Total 106:					1,978.45	1,978.45	
6954	IVY OUTDOOR SERVICES LLC	0000038	TRASH MAY	06/01/2023	2,002.00	2,002.00	06/21/2023
6954	IVY OUTDOOR SERVICES LLC	40	MAY TOWN TRASH	06/20/2023	16,484.25	16,484.25	06/21/2023
Total 6954:					18,486.25	18,486.25	
1002	J.J. KELLER & ASSOC. INC.	9108034404	SAFETY VEST AND JACKET	05/12/2023	100.73	100.73	06/21/2023
Total 1002:					100.73	100.73	
6931	JACKSON DOWNTOWNER, LLC	1021	START ON DEMAND	05/15/2023	83,550.59	83,550.59	06/21/2023
6931	JACKSON DOWNTOWNER, LLC	1021	START ON DEMAND	05/15/2023	20,822.47	20,822.47	06/21/2023
Total 6931:					104,373.06	104,373.06	
7163	JACKSON GROUP LOCKBOX	638388IFX1	BRAKE PAD	06/12/2023	381.49	381.49	06/21/2023
Total 7163:					381.49	381.49	
4044	JACKSON GROUP PETERBILT	642059IF	ORAGE NITRILE	06/06/2023	56.05	56.05	06/21/2023
4044	JACKSON GROUP PETERBILT	642116IF	FILTERS	06/06/2023	31.68	31.68	06/21/2023
Total 4044:					87.73	87.73	
6477	Jackson Hole Childrens Museum	060523	4TH QUARTER	06/05/2023	5,000.00	5,000.00	06/21/2023
Total 6477:					5,000.00	5,000.00	
67	JACKSON HOLE HISTORICAL S	061923	4TH QUARTER PAYMENT	06/19/2023	19,687.50	19,687.50	06/21/2023
Total 67:					19,687.50	19,687.50	
6474	JACKSON HOLE LAW, PC	1928	LEGAL SERVICES	05/31/2023	3,004.00	3,004.00	06/21/2023
Total 6474:					3,004.00	3,004.00	
131	JACKSON HOLE NEWS & GUID	060823	ADS FOR JUNE	06/08/2023	360.00	360.00	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	350801	AD#415080	03/15/2023	668.00	668.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	352902	AD 417561	05/17/2023	99.00	99.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	353120	AD 417811	05/24/2023	103.50	103.50	06/21/2023
131	JACKSON HOLE NEWS & GUID	353121	AD 417810	05/24/2023	225.00	225.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	353122	AD 417809	05/24/2023	909.00	909.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	353398	AD 418091	05/31/2023	54.00	54.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	353399	AD#417812	05/31/2023	171.00	171.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	353441	AD#418093	05/31/2023	40.50	40.50	06/21/2023
131	JACKSON HOLE NEWS & GUID	354081	AD418570	06/14/2023	2,187.00	2,187.00	06/21/2023
131	JACKSON HOLE NEWS & GUID	354136	AD#418572	06/14/2023	31.50	31.50	06/21/2023
131	JACKSON HOLE NEWS & GUID	354137	AD#418571	06/14/2023	31.50	31.50	06/21/2023
Total 131:					4,880.00	4,880.00	
114	JACKSON LUMBER INC	0000873753-0	GUTTER MATERIAL	05/02/2023	28.08	28.08	06/21/2023
114	JACKSON LUMBER INC	0000875020-0	LADDER	05/04/2023	302.00	302.00	06/21/2023
114	JACKSON LUMBER INC	0000882407-0	2X6 material	05/25/2023	131.89	131.89	06/21/2023
114	JACKSON LUMBER INC	0000882866-0	2X6 MATERIAL	05/26/2023	415.07	415.07	06/21/2023
114	JACKSON LUMBER INC	0000883892-0	2X6 MATERIAL	05/31/2023	104.34	104.34	06/21/2023
114	JACKSON LUMBER INC	0000885916-0	CHAIN	06/06/2023	27.25	27.25	06/21/2023
Total 114:					1,008.63	1,008.63	
7251	JOHNSON, RAVEN	060823	RELEASE BOND CASE 23-04-00	06/08/2023	740.00	740.00	06/08/2023
Total 7251:					740.00	740.00	
7243	JONATHAN DE PINHO QUEIROZ	060623	NAIL REFUND CASE #\$23-04-01	06/06/2023	1,500.00	1,500.00	06/21/2023
Total 7243:					1,500.00	1,500.00	
139	JORGENSEN ASSOCIATES, PC	51279	CORE FACILITY PROJECT	06/01/2023	49,101.35	49,101.35	06/21/2023
139	JORGENSEN ASSOCIATES, PC	51279	START OFFICE REMODEL	06/01/2023	2,186.77	2,186.77	06/21/2023
Total 139:					51,288.12	51,288.12	
2485	KENWORTH SALES COMPANY	004P15880	SEAL	04/11/2023	114.42	114.42	06/21/2023
2485	KENWORTH SALES COMPANY	004P18253	WHEEL CHECK BAGS	05/26/2023	412.40	412.40	06/21/2023
Total 2485:					526.82	526.82	
5634	KRIKOR ARCHITECTURE	052623	CONTRACT SERVICES	05/26/2023	2,500.00	2,500.00	06/21/2023
5634	KRIKOR ARCHITECTURE	060723	155 E PEARL	06/07/2023	8,300.00	8,300.00	06/21/2023
Total 5634:					10,800.00	10,800.00	
7029	KRUEGER, ERICA JADE	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7029:					450.00	450.00	
6807	LANGUAGE TESTING INTERNA	L73246-IN	SPANISH TESTING	06/11/2023	347.50	347.50	06/21/2023
Total 6807:					347.50	347.50	
6926	LEGACY PHILANTHROPY WOR	TOJ2023-2	4TH QUARTER	06/06/2023	3,750.00	3,750.00	06/21/2023
Total 6926:					3,750.00	3,750.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5729	LENOVO (UNITED STATES) INC.	646575313	PREMIER 36 MONTHS	05/30/2023	96.49	96.49	06/21/2023
Total 5729:					96.49	96.49	
155	LEONARD PETROLEUM EQUIP	IF22759	FUEL AND DIESEL	06/12/2023	1,204.55	1,204.55	06/21/2023
155	LEONARD PETROLEUM EQUIP	IFIN215546	FUEL TANKS	05/22/2023	178,178.92	178,178.92	06/21/2023
Total 155:					179,383.47	179,383.47	
5691	LEPCO	52798	CHEM DELIVERY	06/01/2023	193.44	193.44	06/21/2023
Total 5691:					193.44	193.44	
7254	LEWIS, HUNTER E.	060723	BAIL RERUD 23-03-0100	06/07/2023	740.00	740.00	06/21/2023
Total 7254:					740.00	740.00	
156	LOWER VALLEY ENERGY INC	92050-002 05-	3150 S ADAMS CANYON DR, JA	05/31/2023	237.61	237.61	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-003 05-	SPRUCE DR PUMP HOUSE, JA	05/31/2023	256.68	256.68	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-005 05-	CACHE KUDAR LT, JACKSON,	05/31/2023	45.33	45.33	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-006 05-	N CACHE ST LIGHTING, JACKS	05/31/2023	27.69	27.69	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-008 05-	CEMETERY, JACKSON, WY 20	05/31/2023	18.05	18.05	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-010 05-	ELY SPRINGS RD WELL 6,7,8, J	05/31/2023	2,052.58	2,052.58	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-014 05-	135 E BROADWAY AVE HEAT TA	05/31/2023	17.53	17.53	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-016 05-	210 N CACHE ST HOME RANCH	05/31/2023	44.93	44.93	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-017 05-	WASTE WATER TRTMT INTERM	05/31/2023	16.00	16.00	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-019 05-	RANGEVIEW DR LIFT PUMP CO	05/31/2023	87.93	87.93	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-020 05-	S HWY 89 PATHWAY TUNNEL LT	05/31/2023	32.86	32.86	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-021 05-	150 E PEARL AVE, JACKSON, W	05/31/2023	1,113.64	1,113.64	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-023 05-	RANGEVIEW DR LOTS 18,19 LT	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-024 05-	1605 BERGER LN SEWER LIFT	05/31/2023	20.06	20.06	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-025 05-	450 W SNOW KING AVE NEW S	05/31/2023	514.40	514.40	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-026 05-	450 W SNOW KING AVE SHOP, J	05/31/2023	215.31	215.31	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-027 05-	RANGEVIEW DR LOTS 20,21 LT	05/31/2023	17.92	17.92	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-028 05-	RANGEVIEW DR LOTS 26,27 LT	05/31/2023	17.92	17.92	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-030 05-	RANGEVIEW DR LOTS 95,96 LT	05/31/2023	17.73	17.73	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-031 05-	MOUNTAIN VIEW LN LOT 38,39	05/31/2023	17.79	17.79	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-032 05-	LILAC LN LOTS 88, 89 LTS, JAC	05/31/2023	17.73	17.73	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-034 05-	LILAC LN LOTS 80, 81 LTS, JAC	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-035 05-	RANGEVIEW DR LOTS 41,42 LT	05/31/2023	20.06	20.06	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-036 05-	RANGEVIEW DR LOTS 12,13 LT	05/31/2023	16.56	16.56	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-039 05-	LILAC LN LOTS 86, 87 LTS, JAC	05/31/2023	17.79	17.79	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-040 05-	CORNER CREEK & LILAC LOTS	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-041 05-	LILAC & DAISY LOTS 99, 101 LT	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-043 05-	CORNER CREEK LOTS 68,69 LT,	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-044 05-	SNOW KING ESTATES BOOSTE	05/31/2023	196.35	196.35	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-045 05-	TOWN SQUARE LIGHTS, JACKS	05/31/2023	67.94	67.94	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-047 05-	WASTE WATER TRTMT UV BLD	05/31/2023	16.00	16.00	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-049 05-	WASTE WATER TRTMT PTB 545	05/31/2023	10,361.00	10,361.00	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-050 05-	2 MG TANK, JACKSON, WY 200	05/31/2023	18.29	18.29	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-051 05-	WELL #5 KARNs MEADOW DR,	05/31/2023	2,576.58	2,576.58	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-052 05-	675 E BROADWAY AVE WELL #1	05/31/2023	15.02	15.02	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-053 05-	WELLS #2 & #3, JACKSON, WY	05/31/2023	2,288.40	2,288.40	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-054 05-	CITY WELL ELK REF 1, JACKSO	05/31/2023	55.11	55.11	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-055 05-	CITY WELL ELK REF 2, JACKSO	05/31/2023	25.56	25.56	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-059 05-	440 W SNOW KING AVE POLICE	05/31/2023	81.73	81.73	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-060 05-	400 W SNOW KING AVE S GAR,	05/31/2023	244.31	244.31	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-061 05-	400 W SNOW KING AVE PUBLIC	05/31/2023	628.60	628.60	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-074 05-	CRABTREE LN THAW WELL #2,	05/31/2023	16.24	16.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-078 05-	145 W HANSEN AVE FRONT, JA	05/31/2023	72.13	72.13	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-079 05-	145 W HANSEN AVE BACK, JAC	05/31/2023	68.90	68.90	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-081 05-	IRR CONTROL & LTS PEARL ST,	05/31/2023	21.92	21.92	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-082 05-	400 W SNOW KING AVE E STOR	05/31/2023	133.45	133.45	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-090 05-	955 MAPLE WAY, JACKSON, WY	05/31/2023	72.44	72.44	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-092 05-	3150 S ADAMS CANYON DR ANI	05/31/2023	361.56	361.56	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-102 05-	145 W HANSEN AVE FRONT, JA	05/31/2023	61.03	61.03	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	05/31/2023	1,921.93	1,921.93	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-106 05-	940 SIMON LN, JACKSON, WY	05/31/2023	119.77	119.77	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-111 05-3	PEARL & WILLOW ST LTS, JACK	05/31/2023	18.18	18.18	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-114 05-3	210 N CACHE ST HOME RANCH	05/31/2023	230.83	230.83	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-126 05-	SPRING WATER LN LIFT STATIO	05/31/2023	31.79	31.79	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-127 05-	3337 S CODY CREEK DR LIFT S	05/31/2023	477.43	477.43	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-130 05-	3 CREEK RANCH AFFORDABLE	05/31/2023	21.87	21.87	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-131 05-	195 E DELONEY AVE RESTROO	05/31/2023	150.68	150.68	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-132 05-	160 S MILLWARD ST PARKING	05/31/2023	1,029.41	1,029.41	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-134 05-	160 S MILLWARD ST PARKING	05/31/2023	6.34	6.34	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-332 05-	185 N GLENWOOD ST LTS, JAC	05/31/2023	23.99	23.99	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-334 05-	JOSEPHINE LOOP LOT 15 LIFT	05/31/2023	101.43	101.43	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-336 05-	HIDDEN RANCH PATHWAY TUN	05/31/2023	21.54	21.54	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-341 05-	210 N CACHE ST HOME RANCH	05/31/2023	27.04	27.04	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-342 05-	25 S REDMOND ST LT PEDESTA	05/31/2023	29.75	29.75	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-345 05-	930 SIMON LN, JACKSON, WY	05/31/2023	103.72	103.72	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-353 05-	W DELONEY & BROADWAY LTS,	05/31/2023	65.88	65.88	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-355 05-	S CACHE SE OF CENTER ARTS	05/31/2023	60.07	60.07	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-356 05-	55 KARNs MEADOW DR START	05/31/2023	881.34	881.34	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-357 05-	55 KARNs MEADOW DR START	05/31/2023	5,403.25	5,403.25	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-358 05-	650 W BROADWAY PATHWAY LT	05/31/2023	57.80	57.80	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-359 05-	MILLER PARK PARKING LOT CH	05/31/2023	139.63	139.63	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-360 05-	1035 W BROADWAY AVE PATH	05/31/2023	27.35	27.35	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-361 05-	625 W BROADWAY AVE NEW P	05/31/2023	21.80	21.80	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-362 05-	STELLARIA LN/S HWY 89 LIGHT	05/31/2023	19.35	19.35	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-363 05-	455 VINE ST UTIL, JACKSON, W	05/31/2023	48.50	48.50	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-364 05-	65 VIRGINIAN LN #5, JACKSON,	05/31/2023	43.32	43.32	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-365 05-	65 VIRGINIAN LN #7, JACKSON,	05/31/2023	58.87	58.87	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-367 05-	455 VINE ST APT #3, JACKSON,	05/31/2023	28.21	28.21	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-368 05-	455 VINE ST APT #4, JACKSON,	05/31/2023	38.79	38.79	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-370 05-	2022 WILDFLOWER CT, JACKS	05/31/2023	68.42	68.42	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-371 05-	2022 WILDFLOWER CT, JACKS	05/31/2023	41.46	41.46	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-374 05-	455 VINE ST APT #1, JACKSON,	05/31/2023	56.26	56.26	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-375 05-	155 E PEARL AVE, JACKSON, W	05/31/2023	22.19	22.19	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-376 05-	149 E PEARL AVE, JACKSON, W	05/31/2023	75.71	75.71	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-378 05-	145 E PEARL AVE #A EAST, JAC	05/31/2023	30.85	30.85	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-381 05-	915 SIMON LN, JACKSON, WY	05/31/2023	89.59	89.59	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-382 05-	BUDGE DR LT SYSTEM, JACKS	05/31/2023	19.35	19.35	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-383 05-	SNOW KING DR WATER TANK C	05/31/2023	17.79	17.79	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-385 05-	85 N SPRING GULCH RD SPRIN	05/31/2023	259.13	259.13	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-388 05-	121 SHERWOOD CT BLDG 2 BU	05/31/2023	23.08	23.08	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-389 05-	1640 MARTIN LN LIFT STATION,	05/31/2023	20.84	20.84	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-390 05-	400 W SNOW KING AVE HOUSI	05/31/2023	191.10	191.10	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-391 05-	400 W SNOW KING AVE PARK M	05/31/2023	909.43	909.43	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-392 05-	400 W SNOW KING AVE ADMIN,	05/31/2023	347.17	347.17	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-393 05-	400 W SNOW KING AVE EMPLO	05/31/2023	331.66	331.66	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-395 05-	145 E PEARL AVE #C LOFT, JAC	05/31/2023	43.65	43.65	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-396 05-	145 E PEARL AVE HSE/CMN, JA	05/31/2023	84.05	84.05	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-397 05-	145 E PEARL AVE #B WEST, JA	05/31/2023	45.14	45.14	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-398 05-	155 E PEARL AVE, JACKSON, W	05/31/2023	36.58	36.58	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-399 05-	155 E PEARL AVE, JACKSON, W	05/31/2023	52.24	52.24	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-401 05-	455 VINE ST APT #2, JACKSON,	05/31/2023	59.27	59.27	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-405 05-	3585 S CANADIAN DR, JACKSO	05/31/2023	53.32	53.32	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-406 05-	3585 S CANADIAN DR, JACKSO	05/31/2023	43.67	43.67	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-407 05-	130 E KELLY AVE #23, JACKSO	05/31/2023	21.05	21.05	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-409 05-	6905 W HWY 22 RENTAL, WILS	05/31/2023	91.80	91.80	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-410 05-	910 SMITH LN, JACKSON, WY	05/31/2023	89.25	89.25	06/21/2023
156	LOWER VALLEY ENERGY INC	92050-413 05-	76 E CIRCLE DR, THAYNE, WY	05/31/2023	167.14	167.14	06/21/2023
Total 156:					36,808.91	36,808.91	
7230	MEAD & HUNT	348574	JAC SHUTTLE PILOT STUDY	05/15/2023	45,683.80	45,683.80	06/21/2023
7230	MEAD & HUNT	349901	START JAC SHUTTLE PILOT ST	06/13/2023	30,057.50	30,057.50	06/21/2023
Total 7230:					75,741.30	75,741.30	
5182	METADOME, LLC	61508	CAST IRON PLATES	05/01/2023	3,445.00	3,445.00	06/21/2023
Total 5182:					3,445.00	3,445.00	
998	METROQUIP INC	P21241	CYL HYD	05/25/2023	1,214.92	1,214.92	06/21/2023
Total 998:					1,214.92	1,214.92	
6770	MOBILITY FOREFRONT LLC	MFFINV0183	MONTHLY RENT	05/01/2023	35,000.00	35,000.00	06/21/2023
Total 6770:					35,000.00	35,000.00	
1235	MOTOROLA SOLUTIONS, INC	8330246157	SERVICE RADIOS	05/10/2023	4,500.00	4,500.00	06/21/2023
Total 1235:					4,500.00	4,500.00	
4623	MSC INDUSTRIAL SUPPLY CO	6204313001	WHEEL WEIGHT	05/25/2023	138.97	138.97	06/21/2023
4623	MSC INDUSTRIAL SUPPLY CO	6204322001	PARTS	05/25/2023	201.68	201.68	06/21/2023
Total 4623:					340.65	340.65	
257	NAPA AUTO PARTS INC.	128384	chuck	03/17/2023	37.78	37.78	06/21/2023
257	NAPA AUTO PARTS INC.	131346	air filter	04/05/2023	14.11	14.11	06/05/2023
257	NAPA AUTO PARTS INC.	131346	AIR FILTER	04/05/2023	141.11-	141.11-	06/05/2023
257	NAPA AUTO PARTS INC.	133032	antifreeze	04/14/2023	77.94	77.94	06/21/2023
257	NAPA AUTO PARTS INC.	138739	OUTLET	05/12/2023	34.87	34.87	06/21/2023
257	NAPA AUTO PARTS INC.	138740	OUTLET	05/12/2023	212.22	212.22	06/21/2023
257	NAPA AUTO PARTS INC.	140650	SILENT GUARD	05/22/2023	329.98	329.98	06/21/2023
257	NAPA AUTO PARTS INC.	141431	AIR FILTERS	05/25/2023	56.64	56.64	06/21/2023
257	NAPA AUTO PARTS INC.	141667	AIR FILTER	05/26/2023	20.00	20.00	06/21/2023
257	NAPA AUTO PARTS INC.	142216	2014 CHEVY TAHOE	05/30/2023	354.97	354.97	06/21/2023
257	NAPA AUTO PARTS INC.	1422230	NAPA OIL SEAL AND DISC	05/30/2023	22.58	22.58	06/21/2023
257	NAPA AUTO PARTS INC.	142242	2014 CHEVY TAHOE	05/30/2023	18.89	18.89	06/21/2023
257	NAPA AUTO PARTS INC.	142243	NAPA OIL SEAL AND DISC	05/30/2023	7.74	7.74	06/21/2023
257	NAPA AUTO PARTS INC.	142409	TAHOE	05/30/2023	388.80	388.80	06/21/2023
257	NAPA AUTO PARTS INC.	142533	2014 CHEV TAHOE	05/31/2023	121.00	121.00	06/21/2023
257	NAPA AUTO PARTS INC.	142622	RELAY	05/31/2023	89.09	89.09	06/21/2023
257	NAPA AUTO PARTS INC.	142938	2014 FORD POLICE CAR	06/01/2023	154.99	154.99	06/21/2023
257	NAPA AUTO PARTS INC.	143146	2017 ford explorer	06/02/2023	29.02	29.02	06/21/2023
257	NAPA AUTO PARTS INC.	143583	LEAK DEDECTOR	06/05/2023	335.99	335.99	06/21/2023
257	NAPA AUTO PARTS INC.	143589	ADAPTER	06/05/2023	21.98	21.98	06/21/2023
257	NAPA AUTO PARTS INC.	143590	ADAPTER	06/05/2023	12.56	12.56	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	143688	CREDIT ADAPTER	06/05/2023	392.39-	392.39-	06/21/2023
257	NAPA AUTO PARTS INC.	143941	WINDSHIELD WASHER FLUID	06/06/2023	4.59	4.59	06/21/2023
257	NAPA AUTO PARTS INC.	144040	BATTERY	06/06/2023	46.25	46.25	06/21/2023
257	NAPA AUTO PARTS INC.	144140	FILTERS	06/07/2023	165.92	165.92	06/21/2023
257	NAPA AUTO PARTS INC.	144142	NAPA CABIN AIR FILTER	06/07/2023	116.07	116.07	06/21/2023
257	NAPA AUTO PARTS INC.	144162	WASHER FLUID CAP	06/07/2023	6.35	6.35	06/21/2023
257	NAPA AUTO PARTS INC.	144177	GLOVES	06/07/2023	14.99	14.99	06/21/2023
257	NAPA AUTO PARTS INC.	144178	GLOVES	06/07/2023	14.99	14.99	06/21/2023
257	NAPA AUTO PARTS INC.	144378	OIL FILTER	06/07/2023	4.44	4.44	06/21/2023
257	NAPA AUTO PARTS INC.	144590	TAPE	06/08/2023	159.08	159.08	06/21/2023
257	NAPA AUTO PARTS INC.	144742	ALTERNATOR	06/09/2023	232.08	232.08	06/21/2023
257	NAPA AUTO PARTS INC.	144800	FILTERS	06/09/2023	26.91	26.91	06/21/2023
257	NAPA AUTO PARTS INC.	145206	WATER PUMP	06/12/2023	120.23	120.23	06/21/2023
257	NAPA AUTO PARTS INC.	145407	CV AXLE	06/12/2023	103.83	103.83	06/21/2023
257	NAPA AUTO PARTS INC.	145827	V BELT	06/14/2023	67.99	67.99	06/21/2023
257	NAPA AUTO PARTS INC.	146108	tpms sensor	06/15/2023	16.43	16.43	06/21/2023
257	NAPA AUTO PARTS INC.	146646	napacold oil filter	06/17/2023	93.24	93.24	06/21/2023
Total 257:					3,001.04	3,001.04	
187	NELSON ENGINEERING	61508	23-140 GILL	05/30/2023	450.00	450.00	06/21/2023
187	NELSON ENGINEERING	61517	THAW WELL #4	05/30/2023	291.00	291.00	06/21/2023
187	NELSON ENGINEERING	61674	Services ening 05.20.23	05/31/2023	511.00	511.00	06/21/2023
Total 187:					1,252.00	1,252.00	
6213	New West Building Company Inc.	060723	RELEASE REMAING BOND FOR	06/07/2023	10,000.00	10,000.00	06/08/2023
6213	New West Building Company Inc.	060823	BOND RELEASE B22-0406 125	06/08/2023	12,000.00	12,000.00	06/08/2023
6213	New West Building Company Inc.	061423	release bond 750 west broadway	06/14/2023	8,300.00	8,300.00	06/21/2023
Total 6213:					30,300.00	30,300.00	
7250	NICHOLS, DAVID	060823	RETURN BOND 342 E DELONE	06/08/2023	6,000.00	6,000.00	06/08/2023
Total 7250:					6,000.00	6,000.00	
7035	NOLAND, STACY	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7035:					450.00	450.00	
5870	ONE 22, INC.	052023	QUARTER 1 AND 2	05/20/2023	75,000.00	75,000.00	06/21/2023
Total 5870:					75,000.00	75,000.00	
1504	ONE CALL OF WYOMING	67428	may cdc code	06/08/2023	320.63	320.63	06/21/2023
1504	ONE CALL OF WYOMING	67428	may cdc code	06/08/2023	320.62	320.62	06/21/2023
Total 1504:					641.25	641.25	
3222	OTIS ELEVATOR COMPANY	100401172459	Town Hall - Yearly elevator service	05/16/2023	3,406.56	3,406.56	06/21/2023
Total 3222:					3,406.56	3,406.56	
4398	PALAZZOLO, MICHAEL	060223	REIMBURSE DINNER IT STAFF	06/02/2023	86.50	86.50	06/21/2023
Total 4398:					86.50	86.50	
7242	PITTS, SAMANTHA	060223	REIMBURSE FOR IT MEETING S	06/02/2023	87.06	87.06	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7242:					87.06	87.06	
4894	PLATT	4B61948	CONDUIT	05/25/2023	193.25	193.25	06/21/2023
Total 4894:					193.25	193.25	
6260	POLISEO, FLOREN	060223	reimburse for lunch	06/02/2023	166.98	166.98	06/21/2023
Total 6260:					166.98	166.98	
7247	POLONSKY, SYLVIE	060723	REIMBURSE FOR CLEANING S	06/07/2023	202.71	202.71	06/21/2023
Total 7247:					202.71	202.71	
6483	PREMIER TRUCK- SALT LAKE C	775472435	ENG ISL	05/30/2023	43,244.18	43,244.18	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775495800B	OVERPAYMENT	06/14/2023	14.11-	14.11-	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775500634	INJECTION KIT	05/22/2023	1,567.43	1,567.43	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775501714	SENSOR	05/24/2023	837.80	837.80	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775502083	INJECTOR	05/25/2023	995.81	995.81	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775502305	MANIFOLD	05/26/2023	607.14	607.14	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775503419	FILTER	05/31/2023	33.66	33.66	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	775504516	TUBE	06/05/2023	144.13	144.13	06/21/2023
6483	PREMIER TRUCK- SALT LAKE C	CM775501714	CORE CREDIT	06/05/2023	282.63-	282.63-	06/21/2023
Total 6483:					47,133.41	47,133.41	
4922	PREMIER VEHICLE INSTALLATI	41209	FACIA LIGHT	05/10/2023	549.60	549.60	06/21/2023
Total 4922:					549.60	549.60	
7066	R & A SAFETY LLC	41801	POST ACCIDENT	04/02/2023	115.50	115.50	06/21/2023
7066	R & A SAFETY LLC	41802	POST ACCIDENT	04/01/2023	115.50	115.50	06/21/2023
7066	R & A SAFETY LLC	42067	PRE EMPLOY	04/26/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42072	PRE EMPLOY	05/02/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42076	PRE EMPLOY	05/03/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42109	PRE EMPLOY	05/08/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42116	PRE EMPLOY	05/09/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42122	PRE EMPLOY	05/10/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42132	DOT RANDOM	05/11/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42144	PRE EMPLOY	05/12/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42153	DOT	03/01/2023	200.00	200.00	06/21/2023
7066	R & A SAFETY LLC	42156	PRE EMPLOY	05/15/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42188	PRE EMPLOY	05/18/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42194	DOT RANDOM	05/19/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42207	PRE EMPLOY	05/19/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42209	PRE EMPLOY	05/23/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42245	DOT RANDOM	05/28/2023	90.50	90.50	06/21/2023
7066	R & A SAFETY LLC	42258	PRE EMPLOY	05/31/2023	90.50	90.50	06/21/2023
Total 7066:					1,788.50	1,788.50	
7257	RAMIREZ, SERGIO PEREZ	061423	BAIL REFUND CASE 23-05-0218	06/14/2023	740.00	740.00	06/21/2023
Total 7257:					740.00	740.00	
4723	RON'S TOWING LLC	23-26017	PORT TO PORT	06/13/2023	812.50	812.50	06/21/2023
4723	RON'S TOWING LLC	23-26771	PORT TO PORT	06/12/2023	312.00	312.00	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4723	RON'S TOWING LLC	23-28155	PORT TO PORT NISSAN ALTIMA	06/09/2023	250.00	250.00	06/21/2023
4723	RON'S TOWING LLC	23-28167	TOW BUS	06/12/2023	1,050.00	1,050.00	06/21/2023
Total 4723:					2,424.50	2,424.50	
5280	ROUTEMATCH SOFTWARE, INC	RMSMA00000	ZRMP SERVICE	05/01/2023	4,725.00	4,725.00	06/21/2023
Total 5280:					4,725.00	4,725.00	
5812	RUI INC. DBA VILLAGE GARDN	281	SUMMER LANDSCAPE MAINTENANCE	05/31/2023	189.50	189.50	06/21/2023
Total 5812:					189.50	189.50	
2669	SAFETY-KLEEN SYSTEMS, INC.	TO20967	CHEM FEE	04/19/2023	496.73	496.73	06/21/2023
Total 2669:					496.73	496.73	
7032	SANCHEZ-MACHUCA, ROSA	052623	TASK FORCE	05/26/2023	450.00	450.00	06/21/2023
Total 7032:					450.00	450.00	
7203	SCHWARTZ, ANDY	053123	LOBBYING SERVICE	05/31/2023	3,000.00	3,000.00	06/21/2023
Total 7203:					3,000.00	3,000.00	
7248	SEASONS HANDYWORKS AND	1892	FENCE REPAIR	05/25/2023	555.50	555.50	06/21/2023
7248	SEASONS HANDYWORKS AND	1893	FENCE REPAIR	05/25/2023	8,123.00	8,123.00	06/21/2023
Total 7248:					8,678.50	8,678.50	
7240	SERENITY DEVELOPMENT	051923	REFUND PROW PERMIT E23-00	05/19/2023	1,200.00	1,200.00	06/01/2023
7240	SERENITY DEVELOPMENT	051923	REMAINING BALANCE	05/19/2023	60.00	60.00	06/08/2023
Total 7240:					1,260.00	1,260.00	
4359	SHERWIN-WILLIAMS CO.	3784-4	PAINT	05/10/2023	209.40	209.40	06/21/2023
Total 4359:					209.40	209.40	
4548	SILVER CREEK SUPPLY	0010698500-0	0ADAPTER	05/11/2023	106.18	106.18	06/21/2023
Total 4548:					106.18	106.18	
4720	SILVERSTAR	54639 0623	MONTHLY SERVICE 54639	06/01/2023	2,695.41	2,695.41	06/21/2023
4720	SILVERSTAR	654791 0623	654791 MONTHLY SERVICE	06/01/2023	869.73	869.73	06/21/2023
Total 4720:					3,565.14	3,565.14	
5165	SMITH, PHILLIP	060523	TRAVEL EXPENSES FOR BACK	06/05/2023	254.63	254.63	06/21/2023
Total 5165:					254.63	254.63	
4699	SNAKE RIVER ROASTING	800485	COFFEE	06/01/2023	47.00	47.00	06/21/2023
4699	SNAKE RIVER ROASTING	800564	COFFEE	06/07/2023	54.45	54.45	06/21/2023
4699	SNAKE RIVER ROASTING	800657	coffee	06/14/2023	108.90	108.90	06/21/2023
Total 4699:					210.35	210.35	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7244	SOUTH FORK SUPPLY, LLC	23-102	MATERIALS FOR CORE FACILIT	05/23/2023	53,190.31	53,190.31	06/21/2023
Total 7244:					53,190.31	53,190.31	
1505	SPRING CREEK ANIMAL HOSPI	5334609541	ANIMAL CARE	05/17/2023	45.59	45.59	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334609542	ANIMAL CARE	05/17/2023	67.92	67.92	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334609847	GROOMING	05/24/2023	70.57	70.57	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334609848	ANIMAL CARE	05/24/2023	58.68	58.68	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334609849	MEDS	05/24/2023	83.19	83.19	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334609931	ANIMAL CARE	05/25/2023	15.00	15.00	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334610124	ANIMAL CARE	05/31/2023	108.62	108.62	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334610325	DOG FOOD	06/05/2023	77.59	77.59	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334610326	ANIMAL CARE	06/05/2023	79.39	79.39	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334610327	ANIMAL CARE	06/05/2023	120.00	120.00	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334610990	neutered	06/19/2023	135.00	135.00	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334611069	SHOTS	06/20/2023	15.00	15.00	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	5334611070	SHOTS	06/20/2023	425.57	425.57	06/21/2023
1505	SPRING CREEK ANIMAL HOSPI	554610989	shots	06/19/2023	15.00	15.00	06/21/2023
Total 1505:					1,317.12	1,317.12	
6838	SPSC POA - South Park Services	061523	WATER AND LOT FEE	06/15/2023	301.38	301.38	06/21/2023
Total 6838:					301.38	301.38	
4513	STANARD & ASSOCIATES, INC	SA000054413	ONLINE POST TEST	05/25/2023	367.50	367.50	06/21/2023
Total 4513:					367.50	367.50	
6871	STANDARD INSURANCE COMP	060123	JUNE STD, LTD AND LIFE	06/01/2023	4,870.31	4,870.31	06/16/2023
6871	STANDARD INSURANCE COMP	060123	JUNE VOLUNTARY LIFE	06/01/2023	1,000.60	1,000.60	06/16/2023
6871	STANDARD INSURANCE COMP	060123	VOLUNTARY POLICY JUNE	06/01/2023	2,125.38	2,125.38	06/16/2023
Total 6871:					7,996.29	7,996.29	
251	STANDARD PLUMBING SUPPLY	TXGG84	LATCHING SOLENOID	05/10/2023	95.00	95.00	06/21/2023
Total 251:					95.00	95.00	
5260	STEPHENS, SHAWN	061123	reimburse travel	06/11/2023	3,533.47	3,533.47	06/21/2023
Total 5260:					3,533.47	3,533.47	
7155	STOUT, RICHARD D.	053123	PROFESSIONAL CHARGES FO	05/31/2023	620.00	620.00	06/21/2023
Total 7155:					620.00	620.00	
7256	SUMURI LLC	2023-0789	FORENSIC WORKSTATION	06/12/2023	14,059.00	14,059.00	06/21/2023
Total 7256:					14,059.00	14,059.00	
4514	TEAM LABORATORY CHEMICAL	INV0035782	WEED KILLER	05/26/2023	326.00	326.00	06/21/2023
Total 4514:					326.00	326.00	
7204	TETON COUNTY	053123	Fund 11 may 2023	05/31/2023	233,295.70	233,295.70	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7204:					233,295.70	233,295.70	
1443	TETON COUNTY CLERK	060823	ELECTRICAL PERMITS	06/08/2023	109,562.38	109,562.38	06/21/2023
1443	TETON COUNTY CLERK	061523FE	FY23 FIRE/EMS	06/15/2023	226,157.00	226,157.00	06/21/2023
1443	TETON COUNTY CLERK	061523H	FY 23 HOUSING	06/15/2023	64,204.50	64,204.50	06/21/2023
1443	TETON COUNTY CLERK	061523PR	FY23 PARKS AND REC	06/15/2023	239,203.60	239,203.60	06/21/2023
Total 1443:					639,127.48	639,127.48	
581	TETON COUNTY INTEGRATED	614846	DUMP FEES	05/18/2023	94.00	94.00	06/21/2023
581	TETON COUNTY INTEGRATED	617547	DUMP FEES	06/01/2023	27.00	27.00	06/21/2023
Total 581:					121.00	121.00	
2362	TETON COUNTY PUBLIC HEALT	23-2743	DRINKING WATER TESTS	06/01/2023	200.00	200.00	06/21/2023
Total 2362:					200.00	200.00	
1227	TETON COUNTY SCHOOL DIST	060823	SCHOOL EXACATIONS 2022-20	06/08/2023	72,500.00	72,500.00	06/21/2023
Total 1227:					72,500.00	72,500.00	
996	TETON COUNTY SPECIAL FIRE	053023V	MAY CAPITAL	05/30/2023	2,396.92	2,396.92	06/21/2023
Total 996:					2,396.92	2,396.92	
1614	TETON COUNTY-FUND 10	052023	MAY ryan hostetter and chrlotte fr	05/31/2023	11,609.42	11,609.42	06/21/2023
1614	TETON COUNTY-FUND 10	053023D	MAY 2023 DISPATCH	05/30/2023	43,618.33	43,618.33	06/21/2023
1614	TETON COUNTY-FUND 10	053023PATH	MAY PATHWAYS	05/30/2023	8,599.48	8,599.48	06/21/2023
1614	TETON COUNTY-FUND 10	053123	MAY Planning	05/31/2023	868.83	868.83	06/21/2023
Total 1614:					64,696.06	64,696.06	
392	TETON LITERACY CENTER	061923	4TH QUARTER PAYMENT	06/19/2023	13,400.00	13,400.00	06/21/2023
Total 392:					13,400.00	13,400.00	
268	TETON MOTORS INC	5106291	SL N MOUNT	05/22/2023	101.06	101.06	06/21/2023
268	TETON MOTORS INC	5106432	SL N SEAL STARTER	06/05/2023	447.71	447.71	06/21/2023
268	TETON MOTORS INC	5106468	CONNECTOR KIT	06/07/2023	25.95	25.95	06/21/2023
268	TETON MOTORS INC	5106603 1	SL N condenser	06/16/2023	198.87	198.87	06/21/2023
Total 268:					773.59	773.59	
270	TETON RENTAL CENTER	127769	TRAILER FOR PRESSURE WAS	06/08/2023	9,070.65	9,070.65	06/21/2023
Total 270:					9,070.65	9,070.65	
3162	TETON TRASH REMOVAL, INC.	23 JUN 436	145 HANSEN TRASH	06/01/2023	51.50	51.50	06/21/2023
3162	TETON TRASH REMOVAL, INC.	23 JUN 436	145 HANSEN TRASH	06/01/2023	51.50	51.50	06/21/2023
Total 3162:					103.00	103.00	
3237	THE AFTERMARKET PARTS CO	83044808	ROCKER SWITCH	05/31/2023	158.74	158.74	06/21/2023
Total 3237:					158.74	158.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6810	THE TIRE RACK, INC.	KT62861	TIRES	05/18/2023	1,097.40	1,097.40	06/21/2023
6810	THE TIRE RACK, INC.	KU85641	TIRES	06/02/2023	799.56	799.56	06/21/2023
Total 6810:					1,896.96	1,896.96	
3955	THOMSON WEST	848384126	LIBRARY PLAN CHANGES	06/01/2023	460.47	460.47	06/21/2023
3955	THOMSON WEST	848384126	LIBRARY PLAN CHANGES	06/01/2023	460.47	460.47	06/21/2023
Total 3955:					920.94	920.94	
6591	T-MOBILE	967529416 052	MONTHLY SERVICE	05/13/2023	30.91	30.91	06/21/2023
Total 6591:					30.91	30.91	
6363	TMSC LLC	2020-005-4	155 E PEARL	05/28/2023	4,779.00	4,779.00	06/21/2023
6363	TMSC LLC	2023-005-4B	FACILITIES MAINTENANCE	05/28/2023	4,782.00	4,782.00	06/21/2023
Total 6363:					9,561.00	9,561.00	
6000	TRAFFIC SAFETY STORE	INV907501	BARRICADES	06/13/2023	4,493.66	4,493.66	06/21/2023
Total 6000:					4,493.66	4,493.66	
7153	TRALIANANT OPERATING, LLC	INV002608	COURSE LICENSE	05/22/2023	460.00	460.00	06/21/2023
Total 7153:					460.00	460.00	
7252	US BANK	060823	RELEASE BOND E23-0060	06/08/2023	6,000.00	6,000.00	06/08/2023
Total 7252:					6,000.00	6,000.00	
3881	VALLEY OFFICE SYSTEMS	AR1179379	CONTRACT COPIER	05/24/2023	313.12	313.12	06/21/2023
3881	VALLEY OFFICE SYSTEMS	AR1181191	CONTRACT COPIER	05/31/2023	117.71	117.71	06/21/2023
Total 3881:					430.83	430.83	
1949	VERIZON WIRELESS	9936262264	MONTHLY SERVICES	06/01/2023	7,597.60	7,597.60	06/21/2023
Total 1949:					7,597.60	7,597.60	
6492	VFC GROUP	GR05466-IN	SERVICE CALL	05/30/2023	2,123.60	2,123.60	06/21/2023
Total 6492:					2,123.60	2,123.60	
3420	VISA	Admin 2963 05	TETON COUNTY CLERK-TOWN-	05/24/2023	46.55	46.55	06/20/2023
3420	VISA	Admin 2963 05	PEARL STREET BAGELS-TOWN	05/24/2023	162.00	162.00	06/20/2023
3420	VISA	Admin 2963 05	NAME BADGES-ADMINISTRATI	05/24/2023	57.35	57.35	06/20/2023
3420	VISA	Admin 2963 05	CREDIT-TOWN-WIDE SERVICE	05/24/2023	20.97-	20.97-	06/20/2023
3420	VISA	Admin 2963 05	SMITHS-TOWN-WIDE SERVICE	05/24/2023	726.65	726.65	06/20/2023
3420	VISA	Admin 2963 05	JOHNSON AND ROBERTS-PER	05/24/2023	17.50	17.50	06/20/2023
3420	VISA	Admin 2963 05	ONLINE JOBS-PERSONNEL/TO	05/24/2023	359.40	359.40	06/20/2023
3420	VISA	Admin 2963 05	CREEKSIDE-TOWN-WIDE SERV	05/24/2023	4.64	4.64	06/20/2023
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2023	108.27	108.27	06/20/2023
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2023	58.28	58.28	06/20/2023
3420	VISA	Admin 2963 05	NAME BADGES-TOWN-WIDE SE	05/24/2023	12.30	12.30	06/20/2023
3420	VISA	Admin 2963 05	USPS-PERSONNEL/TOWN CLE	05/24/2023	6.15	6.15	06/20/2023
3420	VISA	Admin 2963 05	INDEED-START	05/24/2023	98.37	98.37	06/20/2023
3420	VISA	Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2023	20.97	20.97	06/20/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 05	SMITHS-TOWN-WIDE SERVICE	05/24/2023	218.65	218.65	06/20/2023
3420 VISA		Admin 2963 05	PEARL STREET BAGELS-PERS	05/24/2023	4.41	4.41	06/20/2023
3420 VISA		Admin 2963 05	PEARL STREET BAGELS-PERS	05/24/2023	6.62	6.62	06/20/2023
3420 VISA		Admin 2963 05	ONLINE JOBS-START	05/24/2023	58.59	58.59	06/20/2023
3420 VISA		Admin 2963 05	LODGE @ JH-TOWN-WIDE SER	05/24/2023	430.00	430.00	06/20/2023
3420 VISA		Admin 2963 05	AMAZON-TOWN-WIDE SERVICE	05/24/2023	318.36	318.36	06/20/2023
3420 VISA		Admin 2963 05	ALBERTSONS-TOWN-WIDE SE	05/24/2023	5.98	5.98	06/20/2023
3420 VISA		Admin 2963 05	ALBERTSONS-TOWN-WIDE SE	05/24/2023	59.90	59.90	06/20/2023
3420 VISA		Admin 2963 05	DOLLAR TREE-PERSONNEL/TO	05/24/2023	6.36	6.36	06/20/2023
3420 VISA		Admin 2963 05	YETI-TOWN-WIDE SERVICES	05/24/2023	125.00	125.00	06/20/2023
3420 VISA		Admin 2963 05	ALBERTSONS-TOWN-WIDE SE	05/24/2023	55.51	55.51	06/20/2023
3420 VISA		Admin 2963 05	COOL WORKS-START	05/24/2023	159.00	159.00	06/20/2023
3420 VISA		Admin 2963 05	INDEED-PERSONNEL/TOWN CL	05/24/2023	402.15	402.15	06/20/2023
3420 VISA		Admin 6864 05	HOLIDAY INN-ADMINISTRATION	05/24/2023	98.00	98.00	06/20/2023
3420 VISA		Admin 9118 05/	USPS-TOWN-WIDE SERVICES	05/24/2023	16.26	16.26	06/20/2023
3420 VISA		Animal 2344 05	AMAZON-ANIMAL SHELTER/CO	05/24/2023	18.98	18.98	06/20/2023
3420 VISA		Animal 2344 05	SMITHS-ANIMAL SHELTER/CON	05/24/2023	35.48	35.48	06/20/2023
3420 VISA		Animal 2344 05	CHEWY-ANIMAL SHELTER/CON	05/24/2023	75.64	75.64	06/20/2023
3420 VISA		Animal 2344 05	PETS PLACE -ANIMAL SHELTE	05/24/2023	69.58	69.58	06/20/2023
3420 VISA		CD 1016 05/24	AMAZON-COMMUNITY DEVELO	05/24/2023	56.98	56.98	06/20/2023
3420 VISA		CD 1016 05/24	PERSEPHONE-COMMUNITY DE	05/24/2023	25.00	25.00	06/20/2023
3420 VISA		Finance 2179 0	SUPER 8-MUNICIPAL JUDGE	05/24/2023	233.10	233.10	06/20/2023
3420 VISA		Finance 2179 0	CONOCO-MUNICIPAL JUDGE	05/24/2023	56.91	56.91	06/20/2023
3420 VISA		Finance 2179 0	BLUEBEAM-INFORMATION TEC	05/24/2023	2,340.00	2,340.00	06/20/2023
3420 VISA		Finance 2179 0	SUPER 8-MUNICIPAL JUDGE	05/24/2023	233.10	233.10	06/20/2023
3420 VISA		IT 6908 05/24/2	AMAZON-INFORMATION TECHN	05/24/2023	78.99	78.99	06/20/2023
3420 VISA		IT 6908 05/24/2	IPHONE PAYMENT-INFORMATIO	05/24/2023	69.50	69.50	06/20/2023
3420 VISA		IT 6908 05/24/2	GO DADDY-INFORMATION TEC	05/24/2023	399.96	399.96	06/20/2023
3420 VISA		IT 6908 05/24/2	IPHONE PAYMENT-INFORMATIO	05/24/2023	69.50	69.50	06/20/2023
3420 VISA		IT 6908 05/24/2	BLUEBEAM-INFORMATION TEC	05/24/2023	2,535.00	2,535.00	06/20/2023
3420 VISA		IT 6908 05/24/2	GO DADDY-INFORMATION TEC	05/24/2023	180.96	180.96	06/20/2023
3420 VISA		IT 6908 05/24/2	HERTZ-INFORMATION TECHNO	05/24/2023	47.08	47.08	06/20/2023
3420 VISA		IT 6908 05/24/2	HERTZ-INFORMATION TECHNO	05/24/2023	719.58	719.58	06/20/2023
3420 VISA		IT 6908 05/24/2	SPECTRUM-INFORMATION TEC	05/24/2023	99.99	99.99	06/20/2023
3420 VISA		IT 6908 05/24/2	GO DADDY-INFORMATION TEC	05/24/2023	30.16	30.16	06/20/2023
3420 VISA		IT 6908 05/24/2	CENTER FOR THE ART-INFORM	05/24/2023	153.00	153.00	06/20/2023
3420 VISA		IT 6908 05/24/2	GARMIN-INFORMATION TECHN	05/24/2023	64.95	64.95	06/20/2023
3420 VISA		IT 6908 05/24/2	CENTER FOR THE ART-INFORM	05/24/2023	153.00	153.00	06/20/2023
3420 VISA		IT 6908 05/24/2	HILTON-INFORMATION TECHN	05/24/2023	1,894.62	1,894.62	06/20/2023
3420 VISA		IT 6908 05/24/2	DISH-TOWN-WIDE SERVICES	05/24/2023	139.73	139.73	06/20/2023
3420 VISA		P&B 6098 05/2	AMAZON-PLANNING	05/24/2023	133.50	133.50	06/20/2023
3420 VISA		P&B 6098 05/2	CASPER STAR TRIBUNE-COMM	05/24/2023	19.99	19.99	06/20/2023
3420 VISA		P&B 6098 05/2	MAILCHIMP-COMMUNITY DEVE	05/24/2023	69.00	69.00	06/20/2023
3420 VISA		P&B 6106 05/2	TARGET-PLANNING	05/24/2023	33.04	33.04	06/20/2023
3420 VISA		PD 0355 05/24/	TROPICAL SMOOTHIE-POLICE -	05/24/2023	17.79	17.79	06/20/2023
3420 VISA		PD 0355 05/24/	STORE-POLICE - PATROL	05/24/2023	13.33	13.33	06/20/2023
3420 VISA		PD 0355 05/24/	UPS-POLICE - PATROL	05/24/2023	11.59	11.59	06/20/2023
3420 VISA		PD 0355 05/24/	OASIS -POLICE - PATROL	05/24/2023	38.54	38.54	06/20/2023
3420 VISA		PD 0355 05/24/	UPS-POLICE - PATROL	05/24/2023	13.30	13.30	06/20/2023
3420 VISA		PD 1064 05/24/	ZTRIP-POLICE - COMMUNITY S	05/24/2023	15.00	15.00	06/20/2023
3420 VISA		PD 1064 05/24/	ZTRIP-POLICE - COMMUNITY S	05/24/2023	10.69	10.69	06/20/2023
3420 VISA		PD 1064 05/24/	METRO-POLICE - COMMUNITY	05/24/2023	25.47	25.47	06/20/2023
3420 VISA		PD 1064 05/24/	UNITED CAB-POLICE - COMMU	05/24/2023	55.00	55.00	06/20/2023
3420 VISA		PD 1064 05/24/	JACK STACK-POLICE - COMMU	05/24/2023	35.67	35.67	06/20/2023
3420 VISA		PD 1064 05/24/	DELTA-POLICE - COMMUNITY S	05/24/2023	30.00	30.00	06/20/2023
3420 VISA		PD 1064 05/24/	HOTEL INDIGO-POLICE - COMM	05/24/2023	22.46	22.46	06/20/2023
3420 VISA		PD 1064 05/24/	DOWNTOWN MARKET-POLICE -	05/24/2023	15.20	15.20	06/20/2023
3420 VISA		PD 1064 05/24/	WRAP IT-POLICE - COMMUNITY	05/24/2023	21.42	21.42	06/20/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 1064 05/24/	BAR CENTRAL-POLICE - COMM	05/24/2023	72.14	72.14	06/20/2023
3420 VISA		PD 1064 05/24/	DOWNTOWN MARKET-POLICE -	05/24/2023	17.43	17.43	06/20/2023
3420 VISA		PD 1115 05/24/	SEWINDERS-PERSONNEL/TO	05/24/2023	80.35	80.35	06/20/2023
3420 VISA		PD 1115 05/24/	UNITED AIRLINES-POLICE - PAT	05/24/2023	303.90	303.90	06/20/2023
3420 VISA		PD 1115 05/24/	LODGE @ JH-POLICE - ADMINI	05/24/2023	273.06-	273.06-	06/20/2023
3420 VISA		PD 1115 05/24/	SAMS CLUB-POLICE - ADMINIS	05/24/2023	206.32	206.32	06/20/2023
3420 VISA		PD 1115 05/24/	COCO LOVE-POLICE - PATROL	05/24/2023	30.98	30.98	06/20/2023
3420 VISA		PD 1115 05/24/	AMAZON-POLICE - INVESTIGAT	05/24/2023	147.34	147.34	06/20/2023
3420 VISA		PD 1115 05/24/	UNITED AIRLINES-POLICE - PAT	05/24/2023	19.00	19.00	06/20/2023
3420 VISA		PD 1115 05/24/	ROCKY MOUNTAIN-POLICE - PA	05/24/2023	235.00	235.00	06/20/2023
3420 VISA		PD 1115 05/24/	AVIS-POLICE - PATROL	05/24/2023	311.66	311.66	06/20/2023
3420 VISA		PD 1115 05/24/	SIGNUP-POLICE - PATROL	05/24/2023	269.89	269.89	06/20/2023
3420 VISA		PD 1115 05/24/	ROCKY MOUNTAIN-POLICE - PA	05/24/2023	50.00	50.00	06/20/2023
3420 VISA		PD 1115 05/24/	PARIS WEST-POLICE - PATROL	05/24/2023	35.68	35.68	06/20/2023
3420 VISA		PD 1115 05/24/	SAMS CLUB-POLICE - INVESTI	05/24/2023	116.60	116.60	06/20/2023
3420 VISA		PD 1115 05/24/	UNITED AIRLINES-POLICE - PAT	05/24/2023	19.00-	19.00-	06/20/2023
3420 VISA		PD 1115 05/24/	UNITED AIRLINES-POLICE - PAT	05/24/2023	81.00-	81.00-	06/20/2023
3420 VISA		PD 1115 05/24/	UNITED AIRLINES-POLICE - PAT	05/24/2023	81.00	81.00	06/20/2023
3420 VISA		PD 1115 05/24/	LYFT-POLICE - PATROL	05/24/2023	42.78	42.78	06/20/2023
3420 VISA		PD 1115 05/24/	CREEKSIDE-PERSONNEL/TOW	05/24/2023	120.60	120.60	06/20/2023
3420 VISA		PD 1115 05/24/	SAMS CLUB-POLICE - INVESTI	05/24/2023	32.73	32.73	06/20/2023
3420 VISA		PD 1115 05/24/	ALBERTSONS-POLICE - ADMINI	05/24/2023	184.37	184.37	06/20/2023
3420 VISA		PD 1123 05/24/	SHELL-POLICE - INVESTIGATIO	05/24/2023	54.00	54.00	06/20/2023
3420 VISA		PD 1123 05/24/	MAVERICK-POLICE - INVESTIG	05/24/2023	59.00	59.00	06/20/2023
3420 VISA		PD 1123 05/24/	PILOT-POLICE - ADMINISTRATI	05/24/2023	54.02	54.02	06/20/2023
3420 VISA		PD 1123 05/24/	TAYLOR CREEK-POLICE - INVE	05/24/2023	44.80	44.80	06/20/2023
3420 VISA		PD 1123 05/24/	RAMKOTA-POLICE - ADMINISTR	05/24/2023	414.24	414.24	06/20/2023
3420 VISA		PD 1123 05/24/	WYOMING ALE WORKS-POLICE	05/24/2023	49.98	49.98	06/20/2023
3420 VISA		PD 1123 05/24/	TEXAS ROADHOUSE-POLICE - I	05/24/2023	61.43	61.43	06/20/2023
3420 VISA		PD 1123 05/24/	RAMKOTA-POLICE - ADMINISTR	05/24/2023	372.00	372.00	06/20/2023
3420 VISA		PD 1123 05/24/	FIREROCK STEAKHOUSE-POLI	05/24/2023	42.45	42.45	06/20/2023
3420 VISA		PD 1123 05/24/	PILOT-POLICE - ADMINISTRATI	05/24/2023	35.02	35.02	06/20/2023
3420 VISA		PD 1255 05/24/	WYOMING ALE WORKS-POLICE	05/24/2023	21.69	21.69	06/20/2023
3420 VISA		PD 1255 05/24/	FORT WORTH-POLICE - PATRO	05/24/2023	150.00	150.00	06/20/2023
3420 VISA		PD 1255 05/24/	AMERICAN AIRLINES-PERSON	05/24/2023	663.41	663.41	06/20/2023
3420 VISA		PD 1255 05/24/	AMERICAN AIRLINES-PERSON	05/24/2023	91.52	91.52	06/20/2023
3420 VISA		PD 6825 05/24/	STAPLES-POLICE - PATROL	05/24/2023	4.76	4.76	06/20/2023
3420 VISA		PD 6825 05/24/	STAPLES-POLICE - ADMINISTR	05/24/2023	29.67	29.67	06/20/2023
3420 VISA		PD 6825 05/24/	CENTER FOR THE ARTS-POLIC	05/24/2023	153.00	153.00	06/20/2023
3420 VISA		PD 6825 05/24/	PEARL STREET BAGELS-POLIC	05/24/2023	100.00	100.00	06/20/2023
3420 VISA		PD 6825 05/24/	COWBOY COFFEE-POLICE - PA	05/24/2023	150.00	150.00	06/20/2023
3420 VISA		PD 6825 05/24/	BIG D-POLICE - INVESTIGATION	05/24/2023	36.15	36.15	06/20/2023
3420 VISA		PD 6825 05/24/	SWEET CHEEKS-POLICE - COM	05/24/2023	57.00	57.00	06/20/2023
3420 VISA		PD 6825 05/24/	DOLLAR TREE-POLICE - PATRO	05/24/2023	29.15	29.15	06/20/2023
3420 VISA		PD 6825 05/24/	ALBERTSONS-POLICE - COMM	05/24/2023	23.31	23.31	06/20/2023
3420 VISA		PW 4142 05/24	CUTTY'S-PUBLIC WORKS	05/24/2023	300.50	300.50	06/20/2023
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2023	59.70	59.70	06/20/2023
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2023	35.74	35.74	06/20/2023
3420 VISA		PW 4142 05/24	CUTTY'S-STREET	05/24/2023	182.12	182.12	06/20/2023
3420 VISA		PW 4142 05/24	SUPPLY HOUSE-EMPLOYEE H	05/24/2023	25.95	25.95	06/20/2023
3420 VISA		PW 4142 05/24	CUTTY'S-SEWER DEPARTMENT	05/24/2023	81.90	81.90	06/20/2023
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2023	44.25	44.25	06/20/2023
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2023	162.36	162.36	06/20/2023
3420 VISA		PW 4142 05/24	PICAS-PERSONNEL/TOWN CLE	05/24/2023	108.90	108.90	06/20/2023
3420 VISA		PW 4142 05/24	AMAZON-PUBLIC WORKS	05/24/2023	35.74	35.74	06/20/2023
3420 VISA		PW 4142 05/24	ROCKY MOUNTAIN SECTION-P	05/24/2023	225.00	225.00	06/20/2023
3420 VISA		PW 4704 05/24	BUILD.COM-TOWN HALL BUILDI	05/24/2023	589.36	589.36	06/20/2023
3420 VISA		PW 4704 05/24	SMITHS-FLEET SHOP	05/24/2023	10.32	10.32	06/20/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PW 4704 05/24	AMAZON-EMPLOYEE HOUSING	05/24/2023	12.99	12.99	06/20/2023
3420	VISA	PW 4704 05/24	AMAZON-PUBLIC AMENITIES (R	05/24/2023	263.00	263.00	06/20/2023
3420	VISA	PW 4704 05/24	TETON COUNTY PUBLIC HEALT	05/24/2023	31.55	31.55	06/20/2023
3420	VISA	PW 4704 05/24	AMAZON-SEWER DEPARTMEN	05/24/2023	252.36	252.36	06/20/2023
3420	VISA	PW 4704 05/24	AMAZON-FLEET SHOP	05/24/2023	9.36	9.36	06/20/2023
3420	VISA	PW 4704 05/24	AMAZON-PUBLIC WORKS	05/24/2023	17.49	17.49	06/20/2023
3420	VISA	START 1214 0	WEBSTRAURANT-START	05/24/2023	120.59	120.59	06/20/2023
3420	VISA	START 1214 0	STAPLES-START	05/24/2023	90.58	90.58	06/20/2023
3420	VISA	START 1214 0	PINKY G'S-START	05/24/2023	63.72	63.72	06/20/2023
3420	VISA	START 1214 0	ALBERTSON-START	05/24/2023	17.98	17.98	06/20/2023
3420	VISA	START 1214 0	COMMUNITY TRANSPORTATIO	05/24/2023	100.00	100.00	06/20/2023
3420	VISA	Victim 1742 05/	LODGE @ JH-VICTIM SERVICE	05/24/2023	366.00	366.00	06/20/2023
3420	VISA	Victim 1742 05/	STAPLES-VICTIM SERVICES	05/24/2023	139.68	139.68	06/20/2023
3420	VISA	Victim 1742 05/	WAYFAIR-VICTIM SERVICES	05/24/2023	169.59	169.59	06/20/2023
3420	VISA	Victim 1742 05/	WYOMING INN-VICTIM SERVIC	05/24/2023	353.94	353.94	06/20/2023
3420	VISA	Victim 1742 05/	RAMKOTA-VICTIM SERVICES	05/24/2023	448.64	448.64	06/20/2023
3420	VISA	Victim 1742 05/	DALLAS CHILDRENS -VICTIM S	05/24/2023	825.00	825.00	06/20/2023
3420	VISA	Victim 1742 05/	CENTER FOR THE ARTS-VICTI	05/24/2023	153.00	153.00	06/20/2023
3420	VISA	Victim 1742 05/	RAMKOTA-VICTIM SERVICES	05/24/2023	448.64	448.64	06/20/2023
3420	VISA	Victim 1742 05/	RAMKOTA-VICTIM SERVICES	05/24/2023	103.00	103.00	06/20/2023
3420	VISA	Victim 1742 05/	STUFF SAFARI-VICTIM SERVIC	05/24/2023	643.36	643.36	06/20/2023
Total 3420:					25,157.65	25,157.65	
5022	VISION SERVICE PLAN - (WY)	817918157	june premium	05/17/2023	1,808.61	1,808.61	06/16/2023
Total 5022:					1,808.61	1,808.61	
4848	WAMCO LAB, INC.	14515	effluent acure toxicity twx,co2	01/18/2022	650.00	650.00	06/21/2023
Total 4848:					650.00	650.00	
563	WESTBANK SANITATION	4265108T022	WWTP trash	06/01/2023	987.44	987.44	06/21/2023
563	WESTBANK SANITATION	4267194T022	940 Simon Lane	06/01/2023	64.85	64.85	06/21/2023
563	WESTBANK SANITATION	4268092T022	3585 CANADIAN DR	06/01/2023	134.49	134.49	06/21/2023
563	WESTBANK SANITATION	4268112T022	910 SIMON LANE	06/01/2023	38.12	38.12	06/21/2023
Total 563:					1,224.90	1,224.90	
1640	WESTERN STATE	IN002425606	MANIFOLD	06/12/2023	587.10	587.10	06/21/2023
Total 1640:					587.10	587.10	
2802	WESTWOOD CURTIS	0523123	RANCHER COMPLETE STREET	05/20/2023	202,620.82	202,620.82	06/21/2023
Total 2802:					202,620.82	202,620.82	
472	WHITE GLOVE CLEANING, INC.	1371B	CLEANING	05/08/2023	198.00	198.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	1434B	CLEANING	06/06/2023	226.71	226.71	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8871	SHELTER CLEANING APRIL	05/31/2023	1,202.00	1,202.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8871	SHELTER CLEANING APRIL	05/31/2023	1,590.00	1,590.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8871	SHELTER CLEANING APRIL	05/31/2023	256.13	256.13	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8888	CLEANER SKH	05/31/2023	400.00	400.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8889	PUBLIC WORKS	05/31/2023	1,500.00	1,500.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8890	PARKING GARAGE	05/31/2023	250.00	250.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8892	BUNKHOUSE	05/31/2023	125.00	125.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8916	PaPER AND SOAP	05/31/2023	221.00	221.00	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8917	PaPER AND LINERS	05/31/2023	255.00	255.00	06/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	8918	PaPER AND SOAP	05/31/2023	716.25	716.25	06/21/2023
472	WHITE GLOVE CLEANING, INC.	8919	PaPER AND SOAP	05/31/2023	442.00	442.00	06/21/2023
Total 472:					7,382.09	7,382.09	
5489	WRENCH IT PLUMBING & HEATI	10197	675 E HANSEN	02/02/2023	105.00	105.00	06/21/2023
5489	WRENCH IT PLUMBING & HEATI	10579	MILLER PARK RESTROOMS	05/23/2023	188.01	188.01	06/21/2023
Total 5489:					293.01	293.01	
6704	WSP USA ENVIRONMENT & INF	S67132222	professiona services through 06.0	06/19/2023	2,184.50	2,184.50	06/21/2023
Total 6704:					2,184.50	2,184.50	
4198	WYOMING FIRST AID & SAFETY	80003590	first aid kit SUPPLY	05/24/2023	71.43	71.43	06/21/2023
Total 4198:					71.43	71.43	
7065	WYOMING LAW ENFORCEMEN	061323	OET FEES	06/13/2023	105.00	105.00	06/21/2023
Total 7065:					105.00	105.00	
329	WYOMING RETIREMENT SYST	239233,4,2	MAY CONTRIBUTIONS	05/31/2023	150,938.48	150,938.48	05/31/2023
Total 329:					150,938.48	150,938.48	
1764	WYOMING.COM INC	2149407	DOMAIN HOSTING	06/05/2023	5.00	5.00	06/21/2023
Total 1764:					5.00	5.00	
5539	Y2 CONSULTANTS, LLC	20046	CVL-CSD05 TOJ	04/24/2023	500.00	500.00	06/21/2023
Total 5539:					500.00	500.00	
2842	YELLOW IRON EXCAVATION, LL	80002	155 E PEARL	01/31/2023	150.00	150.00	06/21/2023
2842	YELLOW IRON EXCAVATION, LL	83845	6905 w 22 TRASH REMOVAL	05/31/2023	50.00	50.00	06/21/2023
2842	YELLOW IRON EXCAVATION, LL	84183	915 SIMON LANE	05/31/2023	40.00	40.00	06/21/2023
Total 2842:					240.00	240.00	
Grand Totals:					4,719,035.88	4,717,600.72	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR MAY 2023**

During the month of May, the Court received \$22,892 in fines, costs, and fees.
245 citations were issued: 188 parking citations, 57 summons.
21 cases were dismissed: 6 parking violations.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea
G=Found Guilty at Trial, NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CLOSED CASES (Non-Parking only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
98577N	Animals at Large	BF	100
186005531AC	brake lamps required	BF	100
01473M	Compulsory Auto Insurance	BF	570
186004975AC	Expired temporary permit/improper registration	BF	140
186005309AC	Expired temporary permit/improper registration	BF	140
186005327AC	Failure to Display Taxi Fares	BF	25
186005420AC	Failure to display valid license plate, tabs, permits	BF	45
01385M	Failure to Maintain Lane	BF	100
186005484AC	Failure to Maintain Lane	BF	90
98678N	Failure to Obey Traffic Control Device	BF	150
186005357AC	Failure to stop at a red light	BF	140
01474M	Improper Display of Tabs-registration	BF	75
186005337AC	Improper Display of Tabs-registration	BF	25
186005510AC	Improper Display of Tabs-registration	BF	90
00550M	Limitations on Backing	BF	90
186005530AC	Limitations on Backing	BF	100
186005565AC	Limitations on Backing	BF	90
186004972AC	MPH over limit Bond 29/20	BF	200
186005362AC	MPH over limit Bond 36/25	BF	167
186005423AC	MPH over limit Bond 36/25	BF	167
186005495AC	MPH over limit Bond 39/25	BF	198
186005498AC	MPH over limit Bond 40/25	BF	195
186005326AC	MPH over limit Bond 40/30	BF	140
186004973AC	MPH over limit Bond 42/30	BF	174
186005428AC	MPH over limit Bond 44/30	BF	188
186004974AC	MPH over limit Bond 45/30	BF	195
186005305AC	MPH over limit Bond 45/30	BF	195
186005449AC	MPH over limit Bond 49/30	BF	223
186005500AC	MPH over limit Bond 49/30	BF	233
186005432AC	MPH over limit Bond 49/35	BF	188
186005288AC	MPH over limit Bond 50/30	BF	240
186004408AC	Operating Under Suspended or revoked license	BF	440
186005234AC	Operating Under Suspended or revoked license	BF	440
186005401AC	Public intoxication	BF	135
186005501AC	Public intoxication	BF	135
186005456AC	Required position & method of turning at intersections	BF	90
98799N	Speed Limits Generally	BF	202
99805N	Speed Limits Generally	BF	312
186005311AC	Speed too fast for conditions	BF	90
98936N	state statute	BF	140
186005225AC	Stop Sign Violation	BF	140
186005548AC	Stop Sign Violation	BF	140
99253N	Uncontrolled animals: molests passerby, chase attacks	BF	100
01383M	Valid license plate/temp permit required	BF	70
186005396AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.0	D- Per Town's Motion	0
98103N	Criminal trespass	D- Per Town's Motion	0
98576N	Cruelty to animals	D- Per Town's Motion	0
98102N	Defacing or destroying property	D- Per Town's Motion	0
186005167AC	Defacing or destroying property	D- Per Town's Motion	0
186005215AC	Driving upon sidewalk	D- Per Town's Motion	0

186004985AC	Failure to Drive on Right Side of the Roadway	D- Per Town's Motion	0
186005307AC	Failure to Obey Traffic Control Device	D- Per Town's Motion	0
186005168AC	Minor in possession alcohol	D- Per Town's Motion	0
186005185AC	Stop Sign Violation	D- Per Town's Motion	0
98937N	Valid license plate/temp permit required	D- Per Town's Motion	0
186005515AC	Compulsory Auto Insurance	D- Provided valid information	0
99301N	state statute	D- Per Town's Motion	0
186005400AC	MPH over limit Bond 46/30	D- TS	0
186005051AC	Speed too fast for conditions	D- TS	0

STAFF REPORT



Meeting Date:	June 16, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Legal & Administration	Presenter:	Lea Colasuonno Tyler Sinclair
Agenda Item:	Consideration of Wastewater Connection and Use Agreement Between the Town and Melody Improvement and Service District	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider and review a Wastewater Treatment Facilities Connection and Use Agreement (“Agreement”) between the Town of Jackson and Melody Ranch Improvement and Service District (Melody ISD).

The policy consideration is formalizing a long-standing, but not memorialized, agreement that the Town made to provide wastewater service to the Melody Planned Unit Development (which community has since formed an ISD).

Requested Action.

Staff requests Council consider and review the Agreement.

Recommendations.

Staff recommends Council approve the Agreement.

Background.

In 1995 Teton County approved the Melody Ranch Planned Unit Development Master Plan and, nearly simultaneously, the Town formally agreed to accept and treat sewage from the lands contained within the PUD. In 2012 the Melody Ranch ISD formed, which took over the ownership, operation, and maintenance of the roads, water, and sewer infrastructure from the Melody Ranch Homeowners Association, which had previously operated the roads, water and sewer systems within Melody Ranch. As recently as January 3, 2019, the Town of Jackson confirmed that the Town’s prior approval related to its connection to the Melody Ranch wastewater infrastructure had not changed.

Analysis & Key Policy Questions.

In recent months a neighboring property owner sought to connect to the Melody Ranch ISD wastewater system, and the ISD has become aware that other neighboring property owners may seek to do the same. While this formed the initial impetus for the Town and the ISD to begin discussions of a connection and use agreement, both parties agree that formalizing the wastewater treatment relationship is prudent.

Please note, the Melody Homeowner’s Association will consider this same contract at their next regular meeting on June 29, 2023.

Key Policy Question No. 1: *Does Council approve of formalizing the wastewater treatment relationship between the Town and Melody ISD?*

- ✓ Policy Consideration: Given the Town’s initial 1995 commitment to accept and treat wastewater from Melody Ranch, its repeated affirmation of that commitment in writing, its actual acceptance and treatment of sewerage from Melody Ranch over the last three decades, and the likelihood of future requests of nearby properties to seek to connect to the sewer treatment plant via Melody Ranch, policy and practice counsel in favor of formalizing the relationship between the parties and, especially, setting up a routine, established process for requests to connect.

Possible Alternatives.

Council could elect not to memorialize the wastewater treatment relationship between the parties (given past commitments/statements the Town would continue to accept and treat wastewater from Melody Ranch).

Comprehensive Plan & Priority Alignment.

This item touches on Common Value One: Ecosystem Stewardship.

Fiscal Impact.

The fiscal impact of this item is neutral: Melody Ranch ISD currently pays established sewer rates and would continue to do so under the Agreement (based on the 2020 Rate and Capacity Study and its future updates).

Staff Impact.

The impact of this item was felt mostly by the Town Attorney in drafting, negotiating, and finalizing the legal agreement, which took, approximately, 6 hours, however, the Town Manager and Town Engineer contributed, roughly, 1 and 2.5 hours, respectively.

Attachments or Links.

Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson And Melody Ranch Improvement and Service District

Suggested Motion.

I move to approve the Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Melody Ranch Improvement and Service District and authorize the mayor to execute the Agreement, subject to minor changes by staff.

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND MELODY RANCH IMPROVEMENT AND SERVICE DISTRICT**

This Wastewater Treatment Facilities Connection and Use Agreement ("**Agreement**") is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Town**"), and the Melody Ranch Improvement and Service District, a Wyoming improvement and service district, of P.O. Box 4437, Jackson, WY 83001 ("**District**").

RECITALS

WHEREAS the Town is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("**Town Wastewater System**"), and, by means of these facilities, makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming;

WHEREAS on or about October 1995, Teton County Wyoming approved the Melody Ranch Planned Unit Development Master Plan, PUD1993-0001 ("**Melody Ranch PUD**" or the "**PUD**"), the boundaries of which are shown on **Exhibit A**, attached hereto and incorporated herein by this reference;

WHEREAS as part of Teton County, Wyoming's approval of the Melody Ranch PUD, the Town of Jackson formally agreed to accept and treat sewage from lands within the PUD ("**Melody Ranch**"), as more particularly set forth in the letter from the Jackson Town Administrator to Paul Von Gontard dated October 3, 1995, attached hereto as **Exhibit B** and incorporated herein by this reference;

WHEREAS on or about September 3, 2008 the Glory View Subdivision ("**Glory View**"), which lies adjacent to the Melody Ranch PUD, was approved by Teton County, Wyoming and was connected to the Town Wastewater System pursuant to the terms of the Final Plat for the Glory View Subdivision (Plat No. 1247) which reads: "This subdivision will be connected to the Town of Jackson Sewage Treatment Facility, however, the ownership and responsibility for the sewer collection system within the Glory View subdivision does not rest with the Town of Jackson System";

WHEREAS in 2012, in accordance with Wyo. Stat. §18-12-101 *et seq.*, the District was formed as a Wyoming improvement and service district, with boundaries as described in the "Legal Description of Service Area of Melody Ranch Improvement and Service District" and the accompanying "Map Showing Boundaries and Area of Melody Ranch Improvement and Service District" attached hereto as **Exhibits C and D**, and incorporated herein by this reference;

WHEREAS one of the intended purposes of the District was to take over the ownership, operation, and maintenance of the roads, water, and sewer infrastructure from the Melody Ranch Homeowners Association, which had previously operated the roads, water, and sewer systems within Melody Ranch;

WHEREAS since its formation, the District has maintained exclusive control and ownership of the Melody Ranch sewer collection and conveyance system (the "**Melody Wastewater Conveyance System**") which serves landowners within boundaries of the Melody Ranch PUD and those Lots within the Glory View Subdivision (collectively, the "**Melody Users**");

WHEREAS on January 3, 2019, the Town of Jackson confirmed that the Town's prior approval related to its connection to the Melody Ranch Wastewater Conveyance System for the Melody PUD had not changed, all as more particularly set forth the letter attached hereto as **Exhibit E** and incorporated herein by this reference;

WHEREAS the District continues to operate the Melody Wastewater Conveyance System for the Melody Users pursuant to duly adopted "Regulations of Water and Sewer Use of the Melody Ranch Improvement and Service District" (the "**District Regulations**"), and in accordance with the provisions of the Improvement and Service District Act, Wyo. Stat. §18-12-101 *et seq.* and applicable Wyoming Department of Environmental Quality ("**DEQ**") permits;

WHEREAS during the fall of 2022, a neighboring property owner to Melody Ranch requested the ability to connect to the Town of Jackson Wastewater System through the Melody Wastewater Conveyance System in order to provide sewer connectivity for a new housing project;

WHEREAS the District is aware that certain other neighboring property owners may likewise request to connect to the Town Wastewater System through the Melody Wastewater Conveyance System;

WHEREAS, while Melody Ranch has been connected to the Town Wastewater System since development of the Lots within the Melody PUD commenced in the mid-1990s and the connection and relationship have functioned smoothly and beneficially, the Town of Jackson requires that, in order for a landowner that is not a Melody User to be allowed connection with the Town Wastewater System via the Melody Wastewater Conveyance System, a more formal "connection and use agreement" must be in place between the District and the Town clarifying the terms of sewer connectivity and wastewater treatment between the parties;

WHEREAS the purpose of this Agreement is to comply with this requirement and formalize existing procedures in place between the Town and the District for sewer connection and wastewater treatment, as well as to clarify the terms and conditions under which any additional owner of property that is not an existing Melody User (an "**Outside Party**" or the "**Outside Parties**") may connect to the Town of Jackson Wastewater System through existing District infrastructure.

NOW THEREFORE, in consideration of the foregoing Recitals, which are expressly incorporated into this Agreement, it is hereby agreed by and between the parties as follows:

1. Confirmation of Connection to the Town Wastewater System.

- A. In accordance with the terms of the Melody Ranch PUD and prior agreements with the Town of Jackson, the District remains authorized to connect to the Town Wastewater System for the transmission and treatment of wastewater from all Melody Users.
- B. Except as expressly provided in this Agreement, the District has no right to wastewater connections for Outside Parties, nor may it allow any Outside Party to tap into the Town Wastewater System other than:

- i. As allowed under the Melody Ranch PUD approval, which approval includes approximately seventy-two (72) not yet platted and undeveloped Lots within “Lower Melody Ranch” (located south of South Park Loop Road).
- ii. Future connections by an Outside Party who has obtained express, advance, written permission for connection from both the Town and the District, under terms satisfactory to both the Town and the District.

2. Agreement to Continue Treatment of Wastewater from Melody Ranch

- A. The Town shall continue to receive and properly treat wastewater from the Melody Wastewater Conveyance System for all Melody Users, subject to the terms and conditions of the Melody Ranch PUD and the terms and conditions set forth in this Agreement.
- B. The Town will accept and treat wastewater from Outside Parties only if such Parties connect to the Melody Wastewater Conveyance System in accordance with this Agreement, a separate Agreement with the District, and maintain such connection in accordance with applicable Town Council and District conditions of approval.
- C. Unless in an emergency, the Town shall not stop or restrict the District’s wastewater flows at greater rates than the flows of any similar wastewater customer of the Town of Jackson.

3. District’s Responsibilities.

- A. The District is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of the Melody Wastewater Conveyance System, as well as all costs of connecting and maintaining the connection of the Melody Wastewater Conveyance System to the Town Wastewater System.
- B. The District has obtained, and shall maintain compliance with, a permit to construct water and wastewater mains from the DEQ throughout the duration of its connection to the Town Wastewater System.
- C. In the event of a request by an Outside Party to connect to the Town Wastewater System through Melody’s Wastewater Conveyance System, the following shall apply:
 - i. The District will, as a condition of its approval of the connection, require the Outside Party to contract with a Wyoming licensed professional engineer, or approved equivalent consultant, to conduct a capacity study. The capacity study is intended to evaluate: (i) the total additional potential area, defined for the purposes of this section as the area that the Outside Party is requesting to be served by the Melody Wastewater Conveyance System (the “**Additional Service Area**”), whether that full usage is implemented at the time of connection or thereafter; and (ii) the likely impact(s) of the requested connection on the Town Wastewater System and the Melody Wastewater Conveyance System by the Outside Party.

The District shall require such Outside Party to use in its study the same methodology as that employed by the Town 2020 Capacity Study, or such other methodology approved by the Town, as may be updated by the Town from time to time.

- ii. Nothing in this Agreement shall prevent the District from rejecting a connection request by an Outside Party. The District, at its sole discretion, reserves the right to deny an Outside Party's connection request for any or no reason, including but not limited to, the findings of the capacity study.
- D. In the event of any known damage, infiltration, contamination, or intrusion to the Melody Wastewater Conveyance System, the District shall promptly notify the Town of the event, advise the Town of the measures the District is taking to remedy the problem(s), complete all repairs within a reasonable timeframe, and notify the Town when all such repairs have been completed.
- E. This Agreement does not relieve the District from its duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
- F. Should the Town be notified by state or federal agencies with jurisdiction over the Town Wastewater System, Melody's Wastewater Conveyance System, or an Outside Party's wastewater system, that this Agreement, or any system subject to it, is out of compliance with law, regulations, permits, reporting, or deficient in a like way, the District shall timely and fully cooperate with the Town to remedy the noncompliance or deficiency issue. All parties shall pay the costs for any necessary remedial work to their own systems.

4. Town Fees, Charges, and Rates.

- A. Each Melody User (including the unplatted lots if connected) shall continue to pay connection costs and/or capacity fees to the Town and purchase and install a water meter from the Town, which water meter shall be used by the Town to measure water use and determine wastewater charges. The Town shall remain responsible for the monthly reading of water supply meters for Melody Users and shall provide all such data to the District. The water meter readings shall be used by the Town to bill each Melody User directly for wastewater services. Melody Users shall thereafter remit payment directly to the Town for the invoiced services.
- B. Melody User rates shall be in accordance with applicable Wyoming law (including but not limited to Wyo. Stat. §§ 15-7-407, 508, and 509), along with the ordinances, regulations, and resolutions of the Town as they exist and may be modified from time to time and as determined in the sole discretion of the Town Council of the Town of Jackson. The Town's billing may include surcharges for extraordinary strength wastes in accordance with the then-applicable Town ordinances, resolutions, and regulations for such wastewater rates.
- C. Connection costs and/or capacity fees, metering, and billing by the Town of approved Outside Parties that connect to the Town Wastewater System through the Melody

Wastewater Conveyance System shall be pursuant to a separate Customer Agreement between the Town and the District shall have no obligation for such fees, charges or rates.

5. District Wastewater Fees, Charges, and Rates.

- A. Service Policies and User Rates. Pursuant to Wyo. Stat. § 18-12-112(a)(viii), the District may establish and collect charges for roads, water, sanitation, and related services and the use of improvements or services provided by the District, including authority to change the amount or rate thereof, and to pledge the revenues therefrom for the payment of District indebtedness. Current Melody Users, as well as Outside Parties permitted to connect per the terms of this Agreement, may be charged by the District for the use of the District's improvements and services in accordance with state statute, District Regulations, and agreements between the District and any Outside Party, as the same may be amended from time to time.
- B. Connection Charges. If the area contained within PUD1993-0001 is ever approved for additional development beyond what is contained in the PUD approval, the District requests additional connection(s) and/or up-sizing of its existing connection(s) based on such additional development, and said request is approved by the Town, connection charges may be assessed by the District and the Town.

6. Limitations on Outside Parties Connecting to the Melody Wastewater Conveyance System.

- A. The District will only allow an Outside Party to connect to or tap into the Melody Wastewater Conveyance System, to increase an existing connection service size, add a tap, or increase wastewater volume subject to the following:
 - i. Every Outside Party desiring to connect or modify an existing connection to the Melody Wastewater Conveyance System must first request and obtain permission from the Town and proceed according to the Town's process.
 - ii. No Outside Party may physically connect to the Melody Wastewater Conveyance System for the purposes of connecting to the Town Wastewater Treatment System until it has obtained all permits from and paid for all fees and charges to the Town.
 - iii. No Outside Party may physically connect to the Melody Wastewater Conveyance System until it executes and records with the Teton County Clerk a "District Customer Agreement". The execution of a District Customer Agreement does not discharge or diminish any of the District's own obligations to the Town under this Agreement.
 - iv. The District shall have no liability to the Town for any action or inaction of an Outside Party so long as the District agrees to require all Outside Parties to terms and conditions of Paragraphs 3 through 10 of this Agreement.
 - v. Both the Town and the District shall maintain records of all properties that have been permitted to connect to the Town Wastewater System via the Melody Wastewater Conveyance System, which records shall be made available to the other party another

upon reasonable request. Records shall include the address and PIDN number of the properties connected. It is acknowledged by the Town and the District that mapping of the areas and properties that have been approved for connection will be beneficial for clarity and accurate record keeping.

7. Inspections and Notifications.

- A. In the event the Town has validated concerns about contamination, infiltration, intrusion or any other defect within the Melody Wastewater Conveyance System, the Town shall provide written notice of the same to the District with all supporting information for the concerns. The District shall thereafter, at its sole expense, conduct an inspection and/or testing, make any necessary repairs, and provide written notice to the Town of all actions taken. If documented infiltration or intrusion persists, or if the District has failed to make a bona fide effort to inspect and test for the issue causing infiltration, contamination, or intrusion upon its actual knowledge of such issue, at its sole expense the District shall hire an engineer to conduct further assessment, and the District shall pursue recommendations of the engineer reasonably necessary to remedy the identified issue(s).
- B. Upon reasonable notice to the District, the Town shall be granted access to the Melody Wastewater Conveyance System for the purpose of inspecting and testing the infrastructure, and for the purpose of monitoring the wastewater flow and strength. All such testing shall be at the Town's expense.
- C. The District shall perform routine maintenance, as well as repair and replacement of the existing Melody Wastewater Conveyance System as needed. The District shall notify the Town of major repairs.

8. Voluntary Termination.

- A. The District has the right to voluntarily terminate this Agreement at any time upon six (6) months' written notice to Town and any Outside Parties of its intent to terminate. At the expiration of the notice period, the District shall disconnect the Melody Wastewater Conveyance System from the Town Wastewater System within thirty (30) days. The District shall notify the Town in writing of the date disconnection occurred, and shall be responsible for all costs associated with termination and disconnection from Town Wastewater System. If the District disconnects prior to the expiration of the notice period, the District will be charged the Base Charge until the expiration of the notice period.

9. Liability.

- A. The Town shall not have any responsibility or liability for construction, use, maintenance, or repair of any portion of Melody Wastewater Conveyance System or any portion of any Outside Party system.
- B. The District shall not have any responsibility or liability for construction, use, maintenance, or repair of any portion of Town Wastewater System or any portion of any Outside Party's system.

- C. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other and each party retains all immunity protections under state statute as set forth in Section 10.A.
- D. In the event that performance of this Agreement is prevented, or interrupted, or service is discontinued for any reason beyond control of the Town, the District agrees that there shall be no responsibility or liability on the part of the Town for failure to perform or provide such service.

10. Enforcement; Governmental Immunity.

- A. This Agreement may be enforced by either party in accordance with law, provided that neither the Town nor the District waive their governmental immunity by entering into or seeking to enforce this Agreement, and both parties fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

11. Miscellaneous Provisions.

- A. Entire Agreement and Amendment. The parties agree that this Wastewater Treatment Facilities Connection and Use Agreement, including all Exhibits and Attachments hereto, 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.
- B. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, and addressed as follows:

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Melody Ranch Improvement and Service District:

c/o Grand Teton Property Management
P.O. Box 4337
Jackson, WY 83001
dedington@gtpmjh.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

- C. Waiver. A waiver by 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.
- D. Binding Effect. 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 written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.'

- E. Severability. 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 provisions of this Agreement in all other respects shall remain valid and enforceable.
- F. 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.
- G. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two (2) 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.
- H. Recording. Upon execution, this Agreement shall be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming by the District.
- I. 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.

[Signatures to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the last date signed below.

**Melody Ranch Improvement and Service District,
a Wyoming improvement and service district**

By: Robert Hammond
Its: President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as
the _____ of the Melody Ranch Improvement and Service District this ____ day of
_____, 2023.

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

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 as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2023.

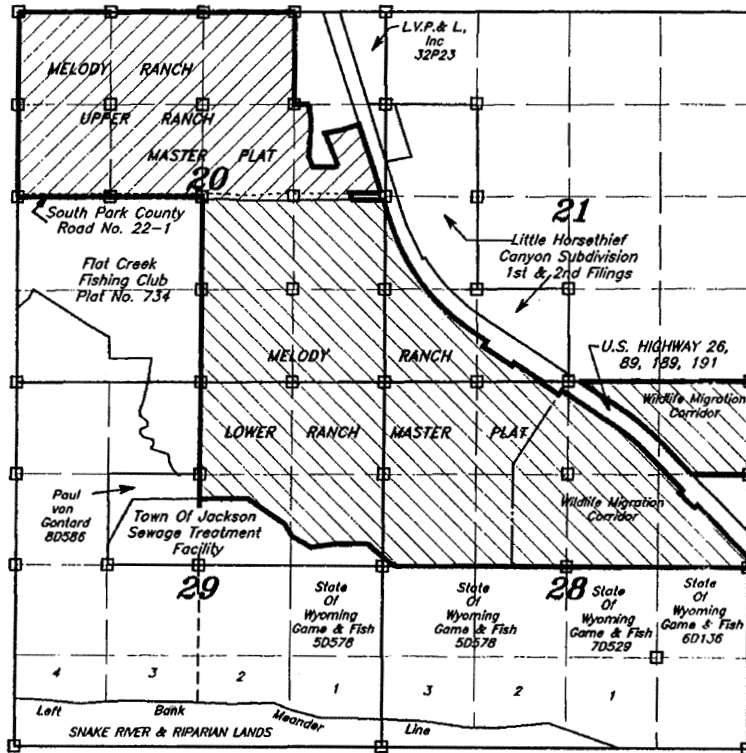
Witness my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT A

MELODY RANCH PLANNED UNIT DEVELOPMENT BOUNDARIES

T40N R116W
TETON COUNTY, WYOMING



□ indicates a Corner Record filed.

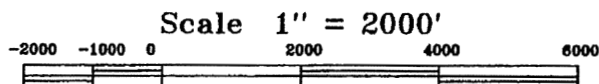
— indicates the boundary of the MELODY RANCH PLANNED UNIT DEVELOPMENT (containing 892.75 acres).

▨ indicates lands within the Melody Ranch Planned Unit Development platted as the Melody Ranch Upper Ranch Master Plat and its Amendments (containing 267.53 Acres).

▨ indicates lands within the Melody Ranch Planned Unit Development platted as Melody Ranch Lower Ranch Master Plat (containing 625.22 Acres).

NOTE: At the time of preparation of this Exhibit, the following phases, NOT SHOWN HEREON, have been platted within the Upper Ranch Master Plat; they are the Melody Ranch Residential Unit One First and Second Filings (Plat Nos. 858 and 863); and Melody Ranch Townhomes First Filing (Plat No. 909).

**ILLUSTRATIVE MAP
SHOWING
MELODY RANCH
PLANNED UNIT DEVELOPMENT
LOCATED WITHIN
PORTIONS OF
SECTIONS 20, 21, 28, & 29
T40N, R116W
TETON COUNTY, WYOMING**



FOR OFFICIAL RECORD COPY OF
MELODY RANCH
PLANNED UNIT DEVELOPMENT
FINAL DEVELOPMENT PLAN
MAY 1998

JORGENSEN ENGINEERING & LAND SURVEYING P.C.
P.O. Box 9550 Jackson, Wyoming 83001
307-733-5150

d.91085/d.41 exhA/11
p.exhA

Project No. 91085.41

Town of Jackson WYOMING

October 3, 1995

Mr. Paul Von Gontard
P.O. 949
Jackson, WY 83001

SUBJECT: Town of Jackson Acceptance of Sewage Generated by the
Melody Ranch Planned Unit Development.

Dear Mr. Von Gontard:

The Town Council has authorized me to issue this letter as a formal acknowledgement on behalf of the Town of Jackson that the Town is willing to accept and treat at its wastewater treatment plant the sewage which will be generated by the Melody Ranch Planned Unit Development. Please also be advised that this acknowledgement is made with two provisos:

1. All development within the PUD will be required to pay a plant investment (connection) fee in keeping with the then-current fee schedule at the time the development takes place, and
2. In keeping with the Town's past practice in dealing with connections to its system by development within the unincorporated portions of Teton County, no individual connections to the Town's collection system will be permitted without the execution of a document which states that the connecting party will not contest annexation to the Town of Jackson should at some point in the future the Town seeks to annex the portion of the County in which the connecting party's property lies.

I trust this letter satisfies your desire for assurance from the Town that it will accept the sewage generated by the Melody Ranch PUD. We wish you good fortune in your endeavors.

Sincerely,

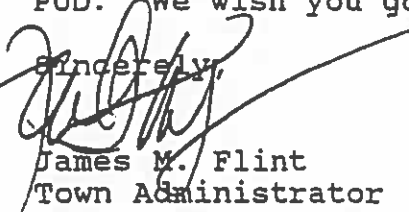

James M. Flint
Town Administrator



EXHIBIT C

LEGAL DESCRIPTION OF SERVICE AREA OF MELODY RANCH IMPROVEMENT AND SERVICE DISTRICT

TO WIT:

THREE PARCELS OF LAND within the Melody Ranch Planned Unit Development that are located within the N½ of Section 20, T.40N., R.116W., 6th P.M., Teton County, Wyoming;

PARCEL ONE

PARCEL ONE is located within the NW¼ of said Section 20, and is identical with the following subdivisions of record in the Office of the Clerk of Teton County, Wyoming:

- Melody Ranch Residential Unit One First Filing, Plat 858,
- Melody Ranch Residential Unit One Second Filing, Plat 863,
- Melody Ranch Residential Unit One Third Filing, Plat 925,
- Melody Ranch Residential Unit One Fourth Filing, Plat 1005,
- Melody Ranch Residential Unit One Fifth Filing, Plat 1032,
- Melody Ranch Residential Unit One Sixth Filing, Plat 1062,
- Melody Ranch Residential Unit One Seventh Filing, Plat 1100,
- Melody Ranch Residential Unit One Eighth Filing, Plat 1151, and
- Melody Ranch Residential Unit One Ninth Filing, Plat 1181;

TOGETHER WITH Lot 9 of Melody Ranch Upper Ranch Master Plat, a subdivision of record in said Office as Plat 856;

PARCEL ONE, based on the areas of record on said subdivision plats, encompasses an area of 146.82 acres, more or less.

PARCEL TWO

PARCEL TWO is part of Agricultural Use Lot 17 of Melody Ranch Upper Ranch Master Plat Third Amendment, a subdivision of record in said Office as Plat 950;

PARCEL TWO is identical with that forty foot (40.00') wide strip of land SUBJECT TO the Water Supply Line and Utility Easement of record in said Office in Book 781 of Photo, pages 420-425 and is located within the W½NE¼ and E½NW¼ of said Section 20, T.40N., R.116W.;

PARCEL TWO is secondarily described as follows:

Beginning at a point on the east boundary of said Lot 17, identical with the most westerly corner of Lot 30 of Melody Ranch Residential Unit Two Second Filing, a subdivision of record in said Office as Plat 960; said corner being identical with a corner on the west boundary of Lot 12 of Melody Ranch Residential Unit Two First Filing, a subdivision of record in said Office as Plat 951;

thence S44°23'23"W, 14.14 feet on said east boundary of Lot 17 and the west boundary of said Lot 12;

thence N71°49'08"W, 79.20 feet;

thence S36°56'51"W, 501.57 feet;

thence S84°20'13"W, 74.81 feet;

thence N59°32'23"W, 42.78 feet;

thence S76°42'44"W, 51.16 feet to a segment of the west boundary of said Lot 17, coincident with the east boundary of Lot 74 of Melody Ranch Residential Unit One Second Filing, a subdivision of record in said Office as Plat 863;

thence N13°18'57"W, 32.50 feet on said segment of the west boundary of Lot 17, coincident with the east boundary of said Lot 74 to an angle point on said boundaries;

thence N19°43'31"E, 8.94 feet continuing on said boundaries;

thence N76°42'44"E, 62.36 feet;

thence S59°32'23"E, 45.80 feet;

thence N84°20'13"E, 44.21 feet;

thence N36°56'51"E, 512.67 feet;

thence S71°49'08"E, 131.46 feet to a segment of the east boundary of said Lot 17, coincident with the west boundary of said Lot 30 of Melody Ranch Residential Unit Two Second Filing;

thence S53°23'09"W, 22.48 feet on said boundaries;

thence S44°23'23"W, 9.98 feet continuing on said boundaries to the **Corner of Beginning**;

PARCEL TWO encompasses an area of 0.71 acres, more or less;

the **Base Bearing** for this description is N00°15'20"W on the west line of the NW¼ of said Section 20.

PARCEL THREE

PARCEL THREE is identical with the following subdivisions of record in the Office of the Clerk of Teton County, Wyoming:

- Melody Ranch Residential Unit Two First Filing, Plat 951,
- Melody Ranch Residential Unit Two Second Filing, Plat 960,
- Melody Ranch Residential Unit Two Third Filing, Plat 999,
- Melody Ranch Residential Unit Two Fourth Filing, Plat 1063,
- Melody Ranch Townhomes First Filing, Plat 909,
- Melody Ranch Townhomes Second Filing, Plat 1130,
- Sage Meadows, Plat 956, and
- Glory View, Plat 1247;

TOGETHER WITH:

Utility Lot 7 of Melody Ranch Upper Ranch Master Plat, a subdivision of record in said Office as Plat 856; AND

Road Lot 19 of Melody Ranch Upper Ranch Master Plat Third Amendment, a subdivision of record in said Office as Plat 950;

PARCEL THREE is located within the NE¼ of said Section 20, T.40N, R.116W.;

PARCEL THREE, based on areas of record on said subdivision plats, encompasses an area of 65.14 acres, more or less.

SAID THREE PARCELS ENCOMPASS a total area of 212.67 acres, more or less.

SAID PARCELS ARE SHOWN ON the *MAP SHOWING BOUNDARIES AND SERVICE AREA OF MELODY RANCH IMPROVEMENT AND SERVICE DISTRICT* attached hereto as *EXHIBIT B* and by this reference made a part hereof.

JORGENSEN ASSOCIATES, P.C.

Prepared November 11, 2011; Revised November 30, 2011

H:\2009\09007\00\Docs\72 DESC ISD\Desc MRUR ISD 09007.00.72Service Area By Parcel Ref v2011-11-30.docx

EXHIBIT D

MAP SHOWING BOUNDARIES AND SERVICE AREA OF MELODY RANCH IMPROVEMENT AND SERVICE DISTRICT

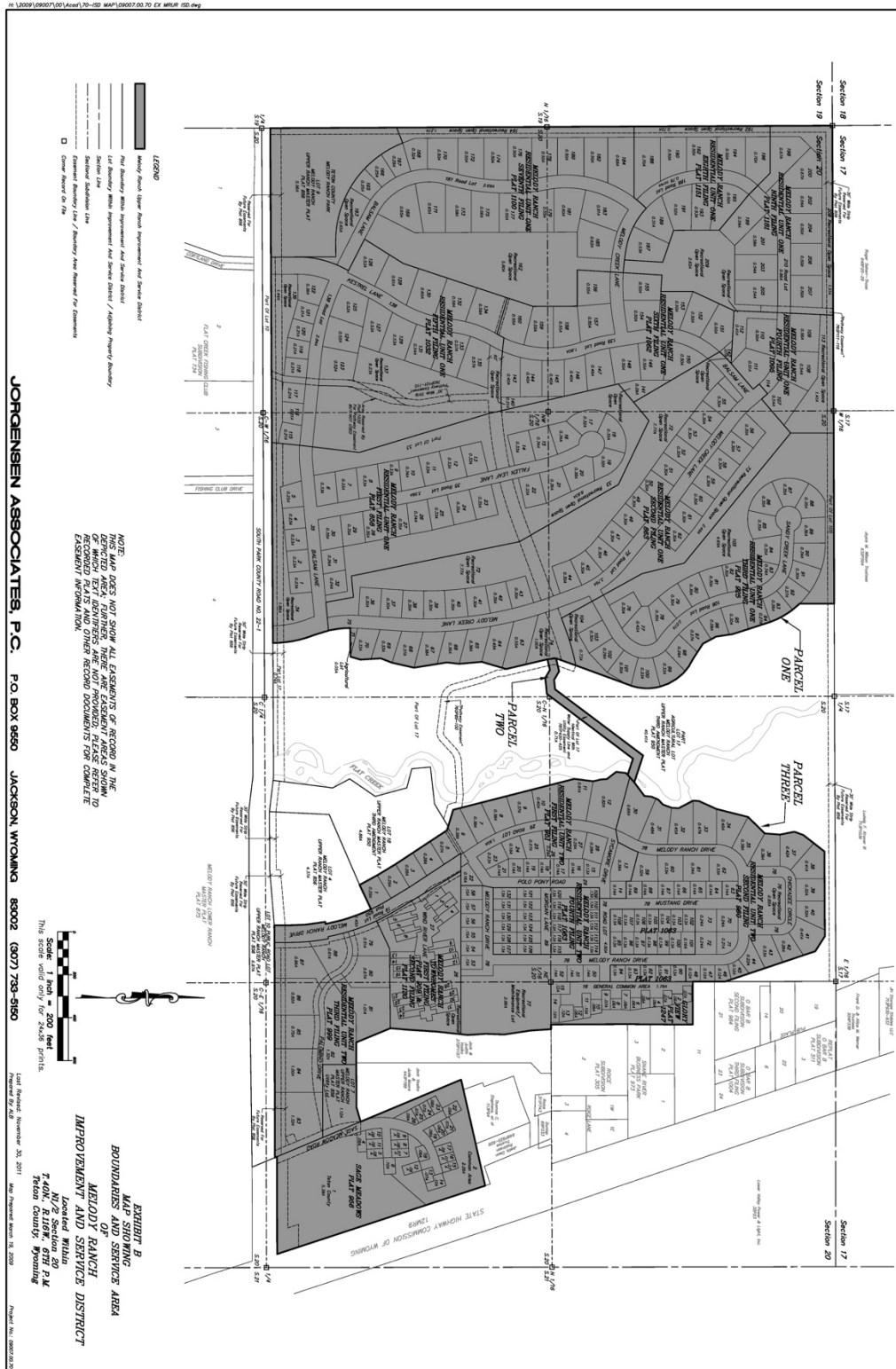




EXHIBIT E

TOWN ADMINISTRATION

January 3, 2019

Frank Hess
Hess D'Amours & Keiger, LLC
30 Simpson Street
Jackson, Wyoming 83001

RE: Confirmation of Prior Approval for Melody Ranch PUD Sewer Service

Dear Mr. Hess,

On October 2, 1995 the Town of Jackson agreed to provide sewer service to the Melody Ranch Planned Unit Development as set forth in the Melody Ranch PUD Approved Master Plan. This agreement was formally approved by action of the Mayor and Town Council and was confirmed by a letter from the Jackson Town Administrator dated October 3, 1994.

The purpose of this letter is to confirm that the Town's position on this approval has not changed.

Please contact me if you have questions or need additional information regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Pardee", is written over the word "Sincerely,".

Larry Pardee
Town Manager
Jackson, WY

cc: Town Planning Director
Town Engineer
Teton County Planning Director
Teton County Engineer

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Town Council - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-218: Water & Sewer Connection and Use Agreements – Snow King Summit	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider and review:

- (1) a Wastewater Treatment Facilities Connection and Use Agreement (“Wastewater Agreement”)
- (2) a Water Supply Agreement (“Water Agreement”) (collectively the “Agreements”)

between the Town of Jackson and Snow King Mountain Resort. (“Applicant”).

Requested Action.

Staff requests Council consider and approve the Agreements as presented in the attachments to this staff report.

Recommendations.

Staff recommends Council approve the Agreements as presented in the attachments to this staff report.

Background.

At the Regular Town Council Meeting on October 18, 2021, the Town Council approved the request from Snow King Mountain Resort to connect to the Town’s water supply and sanitary sewer systems (application P21-218) for the summit lodge and restaurant; gondola storage building that also includes public restrooms, as well as ski school and ski patrol rooms; the Panorama House; and an observatory, all to be located at the top of the Summit Gondola at Snow King Mountain Resort.

The Agreements attached to this staff report are the result of the negotiations between the Town and the Applicant since Council’s approval in 2021.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Agreements attached to this staff report?

- The Agreements memorialize relevant Council required conditions of approval from the November 18, 2021 meeting and staff recommends approval by Council. All conditions not covered by the Agreements will be met with subsequent agreements or permits.

Possible Alternatives.

1. Council could direct staff to incorporate changes into the Agreements and further negotiate with the Applicant.
2. Council could reject the Agreements entirely.

Comprehensive Plan & Priority Alignment.

This project relates to Comprehensive Plan Common Value #1- Ecosystem Stewardship:

- Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements.*

Fiscal Impact.

This Agreement is the necessary second step for the connection of the development, thus its approval would result in one-time capacity fees for sewer and water being collected with that (and any future) connection to the Town's wastewater and water systems, the exact amount of which is determined pursuant to Title 13 of the Municipal Code at the time of permit issuance. The ongoing fiscal impacts thereafter are the wastewater and water base and usage charges paid to the Town each month.

Operation and Maintenance costs increase for the sewer collection and treatment systems and the water supply system when additional parties/developments are connected to the Town's sewer and water systems. Additionally, there are corresponding reductions in the Town systems' remaining capacity.

Staff Impact.

Drafting and negotiating each Agreement required approximately 6 hours of time for the Town Attorney, with an additional 8 hours from the Town Engineer, for a combined total of 28 hours of staff time.

Attachments or Links.

- (1) Wastewater Treatment Facilities Connection and Use Agreement
- (2) Water Supply Agreement
- (3) Letter of Final Approval with conditions

Suggested Motion.

I move to approve both the Wastewater Treatment Facilities Connection and Use Agreement and the Water Supply Agreement between the Town and Snow King Mountain Resort and authorize the Mayor to execute the Agreements subject to minor changes by staff.

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RESORT**

This **Wastewater Treatment Facilities Connection and Use Agreement** ("**Agreement**") is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Town**"), and Snow King Mountain Resort, LLC, a Wyoming limited liability company, of P.O. Box 1846, Jackson, WY 83001 ("**Snow King**").

RECITALS

WHEREAS the Town is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("**Town Wastewater System**"), and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming;

WHEREAS Snow King is developing public restrooms and ski school and ski patrol rooms, the Panorama House, a summit lodge and restaurant, and an observatory, (for a total of 3 buildings) all to be located at the top of the Summit Gondola at Snow King Mountain Resort, as shown on **Exhibit A** hereto and incorporated herein by reference (collectively, "**Approved Development**"), on property located in Teton County, Wyoming, Township 40N, Range 116W being a part of PIDN 22-38-15-01-1-00-001 and currently owned by the United States of America, acting by and through the Forest Service, Department of Agriculture ("**Property**"). Snow King has applied for and received from the United States Forest Service Special Use Permit JAC415402 for the Approved Development. The Approved Development is related to other Snow King improvements located within 10 E Snow King Avenue, Jackson, WY; PIDN 22-41-16-34-3-00-003 and 100 E Snow King Avenue, Jackson, WY; PIDN 22-41-16-34-2-47-001, each of which is legally described in **Exhibit B**.

WHEREAS at the regular meeting of the Town Council on October 18, 2021, the Jackson Town Council voted to approve a connection of Snow King's Approved Development to the Town's wastewater collection system;

WHEREAS, the Town has determined that sufficient capacity exists within the Town Wastewater System for the Approved Development;

WHEREAS the purpose of this Agreement is to set forth the terms and conditions between the Town and Snow King for sewer connection and wastewater treatment.

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on their own behalf mutually covenant and agree as follows:

1. Permission to Connect to the Town's Wastewater System.

- A. The Town hereby confirms, approves and authorizes Snow King to connect its sewer conveyance system and appurtenances for the Approved Development ("**Snow King Wastewater Conveyance System**") to the Town's wastewater treatment facility.
- B. This Agreement is exclusive to the one connection set forth in **Exhibit A** Snow King has no right to additional wastewater connections for itself nor to increase its wastewater connection

service size, except as expressly provided in this Agreement.

- C. Snow King may not approve any party to connect to the Snow King Wastewater Conveyance System as a means of connecting to the Town Wastewater System absent advance, written request and approval from the Town.

2. Agreement to Treatment of Wastewater

- A. The Town hereby agrees to provide sanitary sewer services to Snow King for the Approved Development on the Property pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes.
- B. Notwithstanding the foregoing, the Town may, in its sole discretion, interrupt or reduce wastewater treatment service due to:
 - i. System emergencies;
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Town Wastewater System.

3. Snow King's Responsibilities

- A. Snow King is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of its own Wastewater Conveyance System, as well as all costs of connecting and maintaining the connection of the Snow King Wastewater Conveyance System to the Town Wastewater System.
- B. Snow King shall obtain, and shall maintain compliance with, a permit to construct water and wastewater mains from the Wyoming Department of Environmental Quality ("DEQ") throughout the duration of its connection to the Town Wastewater System. The DEQ Permit does not relieve Snow King from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.
- C. In the event of any known damage, infiltration, contamination, or intrusion to the Snow King Wastewater Conveyance System, or to any infrastructure of a party that has connected to Snow King's Wastewater Conveyance System, Snow King shall promptly notify the Town of the event; advise the Town of the measures Snow King is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Town when all such repairs have been completed.
- D. Should the Town be notified by state or federal agencies with jurisdiction over the Town's Wastewater System or Snow King's Wastewater Conveyance System that this Agreement, or any system subject to it, is out of compliance with law, regulations, permits, reporting, or deficient in a like way, Snow King shall timely and fully cooperate with the Town to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.

4. Fees, Charges, and Rates.

- A. The wastewater rates, charges, and fees for Snow King shall be in accordance with the standard service policies and user rates established by the Town via ordinance and in accordance with Wyoming State Statutes, including that wastewater rates, charges, and fees, which are subject to change, and the changes thereto are applicable to Snow King.
- B. It is acknowledged and agreed that the Approved Development lies outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, Snow King may be

subject to different rates, charges, and fees than those parties within the corporate limits of the Town.

- C. *Wastewater Capacity Fee.* Prior to connection to the Town Wastewater System, Snow King must pay a non-refundable Wastewater Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Town issues the permit for such connection. If in the future Snow King is approved for additional development on the Property in addition to the Approved Development, Snow King may be assessed additional Wastewater Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code in effect in the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Wastewater Line Service Costs (Connection Costs).* Prior to and during connection to the Town Wastewater System, Snow King may be charged costs to connect to or tap into the Town Wastewater System. Such costs will be paid in accordance with the Jackson Municipal Code, as it may be amended from time to time, at the time the Town issues the permit for such connection.
- E. *Recurring Wastewater Rates.* Snow King will pay wastewater rates consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.
 - i. *Base Charge.* Snow King must make regular and normal base charge payments for the collection and treatment of wastewater.
 - ii. *Volume Rate.* Snow King must pay for its wastewater volume in accordance with their wastewater class, as the class is determined in the sole discretion of the Town and pursuant to Jackson Municipal Code §13.08.013, as the same may be amended from time to time.
 - iii. *Portable Toilets.* Snow King must pay One Hundred Dollars (\$100.00) per month for portable toilet waste disposal, until such time as Snow King provides written notice to the Town that it will cease portable toilet waste disposal.
- F. *Invoicing.*
 - i. Invoicing for Snow King will commence at such time as the Snow King Wastewater System, including its wastewater meter, is installed but charges will not incur until actual use commences.
 - ii. The Town will regularly prepare an invoice to Snow King for wastewater supply services and use.
 - iii. Pursuant to Wyoming State Statutes, in the event Snow King fails to pay an invoice within thirty (30) days after it is due, the amount thereof, together with a penalty of 10%, and a reasonable attorney's fee, may be recovered in a civil action by the Town.
 - iv. The Town's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulation.

5. Design and Construction.

- A. Snow King shall employ a Wyoming licensed professional engineer for the design and permitting of the Snow King Wastewater Conveyance System.
- B. All wastewater volume from the Approved Development shall be measured based on the applicable meter in accordance with the Town of Jackson Municipal Code, in effect at the time of such installation or maintenance, as applicable.
- C. The Snow King Wastewater Conveyance System shall incorporate a backflow prevention system, which shall be installed and maintained in such a manner as to prevent the flow from the Town Wastewater System into the Snow King Wastewater Conveyance System.

- D. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Town weekly during construction and upon completion of construction, and prior to the Town Engineer's final inspection.
- E. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- F. Snow King is solely responsible for construction of the Snow King Wastewater Conveyance System to the point of connection, as defined in the Jackson Municipal Code, with the Town Wastewater System.
- G. Snow King shall follow the more stringent of the International Plumbing Code, DEQ, or the Town's standards that apply to applicable construction, as reasonably interpreted by the Town Engineer. The Town shall be contacted and will complete a final inspection of the new system installation prior to any discharge to the Town Wastewater System.

6. Inspections and Notifications.

- A. Upon reasonable notice to Snow King, to include reasonable proof of contamination, infiltration, or intrusion, the Town may require inspection and testing by Snow King of the Snow King Wastewater Conveyance System for the purpose of investigating contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at the Snow King's expense.
- B. Upon reasonable notice to Snow King, the Town shall be granted access to the Snow King Wastewater Conveyance System, and the infrastructure of any party that is connected to the Snow King Wastewater Conveyance System, for the purpose of inspecting and testing the infrastructure, and for the purpose of monitoring the wastewater flow and strength. All such testing shall be at the Town's expense.
- C. Snow King shall notify the Town prior to any modifications to the Snow King Wastewater Conveyance System and shall acquire permits for any proposed modification if deemed necessary by Town, Teton County, federal authorities, or DEQ.

7. Septic, Hazardous, and Unapproved Materials Prohibited.

- A. Septic system waste, hazardous materials, or other unapproved substances shall not be introduced into the Snow King Wastewater Conveyance System or the Town Wastewater System without prior written approval from the Town Engineer.
- B. Notwithstanding the foregoing, Snow King is permitted to dispose of waste from portable toilets from special events within the Snow King Wastewater Conveyance System and Town Wastewater System.

8. Voluntary Termination.

- A. Snow King has the right to voluntarily terminate this Agreement at any time upon six (6) months' written notice to Town. At the expiration of the notice period, Snow King shall disconnect the Snow King Wastewater Conveyance System from the Town's Wastewater Collection System within thirty (30) days. Snow King shall notify the Town in writing of the date disconnection occurred and shall be responsible for all costs associated with termination and disconnection from Town's Wastewater Collection system. If Snow King disconnects prior

to the expiration of the notice period, Snow King will be charged the Base Charge until the expiration of the notice period.

9. Intentionally Blank.

10. Liability / Indemnification.

- A. The Town shall not have any responsibility or liability for construction, use, maintenance, or repair of any portion of Snow King Wastewater Conveyance System or any portion of any party's system that is connected to Snow King's Wastewater Conveyance System.
- B. Snow King shall not have any responsibility or liability for construction, use, maintenance, upgrades or repair of any portion of Town Wastewater System.
- C. Snow King agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from Snow King operations, its failure to maintain or repair any portion of its Wastewater Conveyance System, its violation of any regulatory agency's rules and regulations, the imposition of fines and/or legal costs to the Town associated with such violation, for costs related to damages resulting from any improper discharge into the Town's Wastewater Collection System by Snow King or a party connected to the Snow King Wastewater Conveyance System, which indemnification includes that for all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Town becomes a party.
- D. In the event that performance of this Agreement is prevented, or interrupted, or service is discontinued for any reason beyond control of the Town, Snow King agrees that there shall be no responsibility or liability on the part of the Town for failure to perform or provide such service.

11. Violation; Enforcement.

- A. Snow King hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code (Utilities) constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

12. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Snow King:

Snow King Resort LLC
Attn: Ryan Stanley
P.O. Box 1846
Jackson, Wyoming 83001
ryan@snowkingmountain.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

13. Miscellaneous Provisions.

- A. *Entire Agreement; Amendment.* The parties agree that this Wastewater Treatment Facilities Connection and Use Agreement, including all Exhibits hereto, 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.
- 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. *Assignment.* This Agreement shall not be assigned or transferred without prior written approval from the Town, which approval shall not be unreasonably withheld.
- D. *Binding Effect.* 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 written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- E. *Recording.* Snow King shall record this Agreement at its expense, within thirty (30) days of execution, in the Teton County Clerk's Office.
- F. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- G. *Severability.* 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 provisions of this Agreement in all other respects shall remain valid and enforceable.
- H. *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.
- I. *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.
- J. *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.
- K. *Immunity.* The Town 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the last date signed below.

Snow King Mountain Resort, LLC
a Wyoming limited liability company

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as the
_____ of Snow King Mountain Resort, LLC, a Wyoming limited liability company,
this _____ day of _____, 2023.

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

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 as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public
My Commission Expires:

**WATER SUPPLY AGREEMENT BETWEEN THE
TOWN OF JACKSON AND SNOW KING MOUNTAIN RESORT**

This Water Supply Agreement ("**Agreement**") is made and entered in to by the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and Snow King Mountain Resort, LLC, a Wyoming limited liability company, of P.O. Box 1846, Jackson, Wyoming 83001 ("**Snow King**").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a public water supply and associated facilities, including supply wells, storage tanks, and distribution mains ("**Water Supply System**"), and by means of these facilities makes potable water supply services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, Snow King is developing public restrooms and ski school and ski patrol rooms, the Panorama House, a summit lodge and restaurant, and an observatory (for a total of 3 buildings), all to be located at the top of the Summit Gondola at Snow King Mountain Resort, as shown on **Exhibit A** attached hereto and incorporated herein by reference (collectively, "**Approved Development**"), on property located within Teton County, Wyoming, Township 40N, Range 116W, being a part of PIDN 22-38-15-01-1-00-001 and currently owned by the United States of America, acting by and through the Forest Service, Department of Agriculture ("**Property**"). Snow King has applied for and received from the United States Forest Service Special Use Permit JAC415402 for the Approved Development. The Approved Development is related to other Snow King improvements located within 10 E Snow King Avenue, Jackson, WY; PIDN 22-41-16-34-3-00-003 and 100 E Snow King Avenue, Jackson, WY; PIDN 22-41-16-34-2-47-001, each of which is legally described in **Exhibit B**.

WHEREAS, at the regular meeting of the Town Council on October 18, 2021, the Jackson Town Council voted to approve a connection of Snow King's Approved Development to the Water Supply System; and

WHEREAS, the Utility has determined that sufficient capacity exists within the Water Supply System for the Approved Development; and

WHEREAS the purpose of this Agreement is to set forth the terms and conditions between the Town and Snow King for water service.

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on their own behalf and for all successors in interest or assigns, mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Water Supply System.

- A. Utility hereby authorizes Snow King to connect its watermain, services, and appurtenances ("**Snow King Water System**") for the Approved Development to the Utility's Water Supply System. Water service shall be provided through a watermain and appurtenances thereto, all as more particularly described and set forth in **Exhibit A**, attached hereto and made a part hereof by this reference.
- B. This Agreement is exclusive to the one connection set forth in **Exhibit A**. This Agreement does not grant Snow King the right to additional connections for itself, nor the right to increase its connection service size.

- C. Snow King may not approve any party to connect to the Snow King Water System as a means of connecting to the Utility's Water Supply System absent advance, written request and approval from the Town.

2. Agreement to Supply Potable Water.

- A. The Utility hereby agrees to supply potable water for use by Snow King at the Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes.
- B. The Utility shall provide water complying with the Safe Drinking Water Act at the point of connection. Snow King shall provide any additional water treatment needed to provide safe water from Snow King's Water System.
- C. Notwithstanding the foregoing, the Utility may, in its sole discretion, interrupt or reduce water service due to:
 - i. System emergencies;
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Utility's Water Supply System.

3. Snow King Responsibilities.

- A. Snow King shall be solely responsible for paying all costs associated with the design, permitting, construction, use, operation, and maintenance of the Snow King Water System, as well as all costs of connecting its System to the Utility's Water Supply System.
- B. Snow King must apply for, receive, and maintain compliance with all necessary permits to construct and operate its Water System from the Wyoming Department of Environmental Quality ("DEQ") and the Environmental Protection Agency prior to and for the duration of its connection to the Utility's Water Supply System (the "DEQ Permit"). The DEQ Permit does not relieve Snow King from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
- C. Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, Snow King's Water System shall be solely owned, operated, maintained, repaired, and replaced by Snow King, who shall be responsible for all related expenses.
- D. Snow King shall comply with any emergency water conservation measures implemented by the Utility and necessitated by an emergency condition or a water shortage.
- E. In the event of any leakage, damage, infiltration, contamination, or intrusion to the Snow King Water System, Snow King shall promptly notify the Utility of the event; advise the Utility of the measures Snow King is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Utility when all such repairs have been completed.
- F. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility's Water Supply System, that the Snow King Water System (or any system subject to this Agreement), is out of compliance with law, regulations, permits, reporting, or deficient in a like way, Snow King shall timely and fully cooperate with the Utility to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.

4. Water Rates, Charges, and Fees.

- A. The water rates, charges, and fees for Snow King shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with Wyoming State Statute, including that water rates, charges, and fees are subject to change, and the changes thereto are applicable to Snow King.

- B. It is acknowledged and agreed that the Approved Development is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, Snow King may be subject to different rates, charges, and fees than those within the corporate limits of the Town.
- C. *Water Capacity Fee.* Prior to connection to Utility's Water Supply System, Snow King must pay a non-refundable Water Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Utility issues the permit for such connection. If in the future Snow King is approved for additional development on the Property in addition to the Approved Development, Snow King may be assessed additional Water Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Water Line Service Costs (Connection Costs).* Prior to and during connection to Utility's Water Supply System, Snow King may be charged costs to connect to or tap into the Utility's Water Supply System. Such costs will be paid in accordance with the Jackson Municipal Code at the time the Utility issues the permit for such connection.
- E. *Recurring Water Rates.* Snow King agrees to pay water rates for Snow King consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.
 - i. *Base Charge.* Snow King agrees to make regular and normal payment for the supply of water. Water volume shall be measured through the approved connection meter and appurtenances issued or approved by the Town pursuant to the Municipal Code, as amended.
 - ii. *Volume Rate.* Snow King agrees to pay for its volume in accordance with Jackson Municipal Code, as the same may be amended from time to time.
- F. *Billing and Failure to Pay.*
 - i. The Utility will regularly prepare an invoice to Snow King for water supply services and use.
 - ii. The Utility shall have the absolute right to shut off the supply of water to Snow King in the event Snow King fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Jackson Municipal Code.
 - iii. Billing for Snow King will commence at such time as Snow King's Water System, including meter, is installed but charges will not incur until actual use commences.

5. Design and Construction.

- A. Snow King shall employ a Wyoming licensed professional engineer for the design and permitting of the Snow King Water System. During construction Snow King shall submit engineer stamped reports, plans, specifications, and calculations related to its Water System design for Utility review and approval.
- B. All water supply from the Approved Development shall be provided and measured through a single water meter having a Utility-approved readout in accordance with the Town of Jackson Municipal Code, as amended.
- C. The Snow King Water System shall incorporate a backflow prevention system, which shall be installed and maintained in compliance with the Utility's Municipal Code and the DEQ regulations, in effect at the time of such installation or maintenance, as applicable.
- D. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction or as requested by the Utility.
- E. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- F. Snow King is solely responsible for construction of the Snow King Water System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's Water Supply System.

- G. Snow King shall follow the more stringent of the International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, as reasonably interpreted by the Utility. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

6. Inspections and Notifications.

- A. Upon reasonable notice to Snow King, which notice shall include reasonable proof of water quality issues, leaks, contamination, infiltration, or intrusion, the Utility may require inspection and testing by Snow King of the Snow King Water System for the purpose of investigating water quality issues, leaks, contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at the Snow King's expense.
- B. Upon reasonable notice to Snow King, the Utility shall be granted access to the Snow King Water System for the purpose of inspecting and testing the infrastructure. All such testing shall be at the Utility's expense.
- C. Snow King shall notify the Utility prior to any modifications to the Snow King Water System.
- D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the Snow King Water System. The Utility shall not be responsible for any aspect of the new or modified line, without limitation.

7. Voluntary Termination.

- A. Snow King has the right to voluntarily terminate this Agreement at any time upon six months' written notice to the Utility of its intent to terminate. At the expiration of the notice period, Snow King shall disconnect its Water System from the Utility's Water Supply System within thirty days. Snow King shall notify the Utility in writing of the date disconnection occurred and shall be responsible for all costs associated with termination and disconnection from Utility's Water Supply System. If Snow King disconnects prior to the expiration of the notice period, Snow King will be charged the Base Charge until the expiration of the notice period.

8. Intentionally Blank.

9. Liability / Indemnification.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the Snow King Water System.
- B. Snow King shall not have any responsibility or liability for construction, use, maintenance, upgrades or repair of any portion of Utility's Water Supply System.
- C. Snow King agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from Snow King's operation of, or, its failure to maintain or repair any portion of the Snow King Water System, its violation of any regulatory agency's rules and regulations applicable to the Snow King Water System, the imposition of fines and/or legal costs to the Utility associated with such violation, and for costs related to damages resulting from any improper discharge into the Utility's Water Supply System by Snow King, which indemnification includes all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Utility becomes a party as a result thereof.
- D. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to Snow King for any reason beyond control of the Utility, Snow King agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

10. Violation; Enforcement.

- A. Snow King hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code (Utilities) constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

11. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Snow King:

Snow King Mountain Resort
Attn: Ryan Stanley
PO Box 1846
Jackson, Wyoming 83001
ryan@snowkingmountain.com

12. Miscellaneous 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 amendment of such Agreement 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 parties to enforce the terms of this Agreement.
- C. *Assignment.* This Agreement shall not be assigned or transferred except as provided for herein or with prior written approval by the Town of Jackson, which shall not be unreasonably withheld.
- D. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- E. *Recording.* Snow King shall record this Agreement at its expense, within thirty (30) days of execution, in the Teton County Clerk's Office.
- F. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- G. *Severability.* 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 provisions of this Agreement in all other respects shall remain valid and enforceable.
- H. *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.
- I. *Counterpart 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.

- J. *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.
- K. *Immunity.* Utility 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.

[REMAINING PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGES]

EXECUTED as of the last date shown below.

SNOW KING MOUNTAIN RESORT, LLC

A Wyoming limited liability company

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of Snow King Mountain Resort, LLC, a Wyoming limited liability company, this ____ day of
_____, 2023.

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

Dated: _____

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, as Mayor and Clerk of the Town of Jackson, respectively, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public
My commission Expires:

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Town Council - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	Water Easement at 255 North Jean St.	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council to consider obtaining an easement from Teton County School District #1 for Town water infrastructure and access at 255 North Jean St., the Jackson Elementary School.

Requested Action.

Staff requests Council consider and approve the water easement as presented in the attachment to this staff report.

Recommendations.

Staff recommends approval of a water easement as presented in the attachment to this staff report.

Background.

The Town is installing a new water main in conjunction with the Recreation Center Expansion project. To provide a looped water system around the Jackson Elementary School and the Recreation Center a short piece of the new water main is located on the school district's property. The proposed easement provides for the construction, operation, maintenance, and repair of the water main on the school property. The school board approved the easement at their meeting on June 14, 2023.

Analysis.

The looped watermain provides improved hydraulics and redundancy to the water supply to the school and a key fire hydrant in the event of an emergency or during repairs. Obtaining the owners' agreement for this easement will ensure current use and future use and development of this property does not encumber the Town's ability to access this water line.

Possible Alternatives.

1. Council could direct staff to incorporate changes into the easement and further negotiate with the owner.
2. Council could reject the Agreements entirely.

Comprehensive Plan & Priority Alignment.

Obtaining access easements to maintain critical Town infrastructure that exists on private properties supports Comprehensive Plan Common Value 3 (Quality of Life), Section 8. Quality Community Service Provision: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner. Simply put, the Town requires access to maintain our infrastructure in order to effectively provide the core service of water conveyance.

Fiscal Impact.

There is no cost associated with the easement given the mutual benefit of the additional line to both parties. The watermain will be constructed as part of the Recreation Center Expansion project with funds from the water Enterprise fund.

Staff Impact.

Water easements require approximately 40 hours total of Town Legal, Public Works, and Engineering staff time to process.

Attachments or Links.

1. 255 North Jean St. Water Easement Agreement and associated Exhibits.

Suggested Motion.

I move to approve the Water Easement Agreement with Teton County School District #1 and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.

**TOWN OF JACKSON
WATER EASEMENT AGREEMENT**

This Water Easement Agreement ("**Agreement**") is made and entered into on this 14th day of June 2023 ("**Effective Date**") by and between Teton County School District #1, with an address of P.O. Box 568, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors, and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 255 North Jean Street.

Legal Description: PT. S1/2SW1/4 SEC. 27, TWP.41, RNG. 116 (T-20G).

PIDN: 22-41-16-27-3-00-016 ("**Grantor's Property**")

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and valves, and necessary and pertinent vault structures and other facilities associated with water infrastructure (collectively "**Town's Water System**");

WHEREAS, Grantor desires to grant and establish an easement to and for the benefit of Grantee on that portion of the Grantor's Property described and shown on Exhibit A ("**Easement Area**"), attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the *Easement Area*, for the *Easement Purpose* as defined herein in order to provide looped and redundant water supply to the existing fire hydrant;

WHEREAS, Grantor and Grantee desire to establish an easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing the Town's Water System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, service line connections, and junction boxes ("**Easement Purpose**"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors, and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose; access to as much of Grantor's adjacent lands as may be reasonably necessary for the Easement Purpose; and prevent interference with the operation of Town's Water System and to remove hazards thereto.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.
3. Obstructions. Grantor agrees not to construct or place within the Easement Area, without the prior written consent of Grantee, (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement or obstruction within the Easement Area which endangers or interferes with the construction of the Town's Water System or the efficient, convenient, and safe operation of it.
4. Relocation of Town's Water System. To the extent that Grantee removes, or Grantor requests relocation of, the Town's Water System, such removal or relocation shall be at Grantee's sole cost and expense; however, if such removal or relocation is to benefit a third-party, nothing herein prevents Grantee from seeking compensation from that third-party. Should it become necessary or requested by Grantor to relocate the Town's Water System, the easement shall be simultaneously and commensurately relocated therewith upon the Grantor's Property, such that it serves the same function as the pre-existing location, and the Parties hereto agree to execute an appropriate amendment to this Easement Agreement.

5. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen days' advance written notice of its intent to exercise its right under this Agreement for planned work and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned work when such prior notice is feasible.
6. Restoration. Grantee covenants and warrants that the surface of the Easement Area, and all of Grantor's adjacent lands, buildings, structures, and improvements that are disturbed or impaired by Grantee's work, shall be restored within thirty calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, excluding trees that were removed as a result of such work.
7. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of claim, loss, or damage (including attorney fees and all damage to property) to the extent arising from Grantee's exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to defend, indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, or negligent acts or omissions of i) Grantor, its successors, assigns, employees, contractors or any other third party acting on Grantor's behalf, or ii) any third-party performing acts not related to the Easement Purposes. Grantor will notify Grantee in writing within five calendar days of Grantor receiving notice of any claims against Grantor arising from or related to the Agreement from which Grantor is or will be seeking defense and indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
8. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
9. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
10. Recitals Part of Agreement. The representations, covenants, and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
11. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
13. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
14. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the improvements referred to herein.
15. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's Water System located within the Easement Area for a period of one year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the Easement.

16. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, which arises from or is related to the terms of this Agreement, the prevailing party shall be entitle to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

Teton County School District #1

Print Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

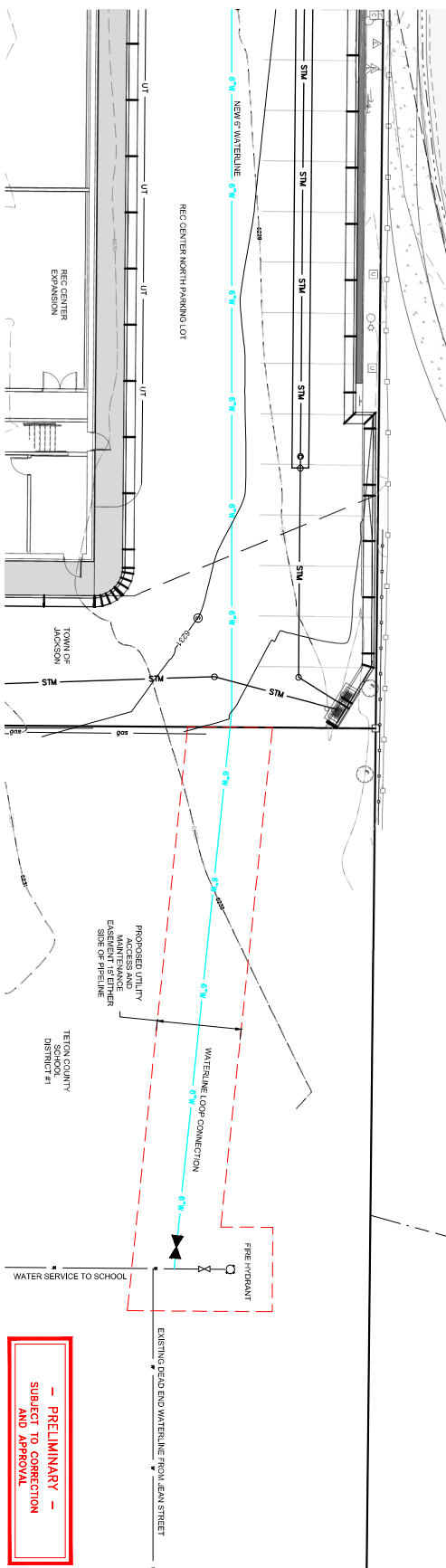
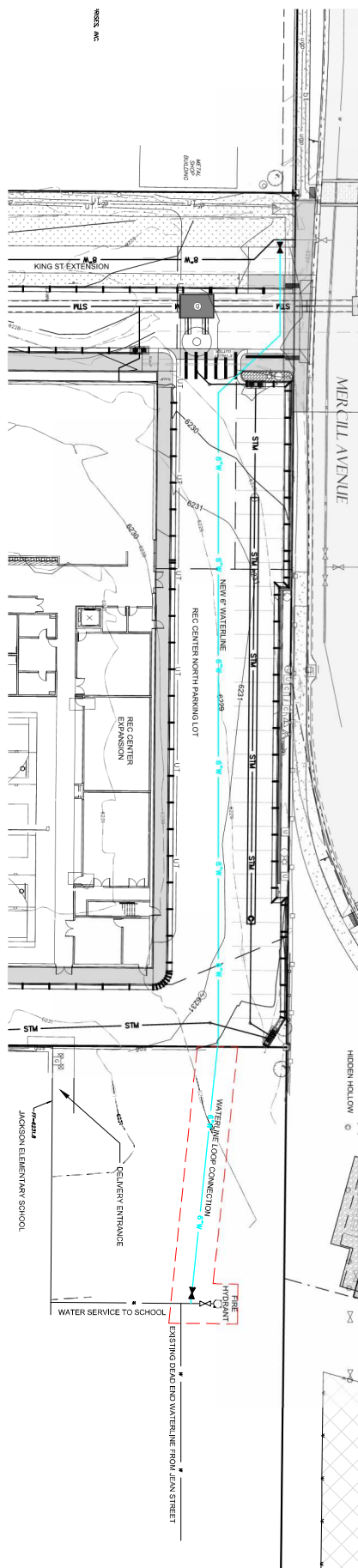
ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____



TOWN OF JACKSON PROPOSED UTILITY EASEMENT EXHIBIT FOR 2022 REC CENTER EXPANSION IMPROVEMENTS PROJECT

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

SHEET EXHIBIT	PROJECT NUMBER 15063	SHEET TITLE: TOJ UTILITY EASEMENT	
		DRAFTED BY: _____ REVIEWED BY: _____ PLAN VERSION: _____ DATE: 2020-06-24	BS TK

PROJECT TITLE: JACKSON RECREATION CENTER IMPROVEMENTS 155 E. GILL AVE JACKSON, WYOMING		 JORGENSEN CONSTRUCTION 1007 E. 13th St www.jorgensen.com
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STAFF REPORT



Meeting Date:	26 June 2023	Meeting Title:	Town Council Special - Consent
Submitting Department:	Police Department	Presenter:	Michelle Weber
Agenda Item:	Intergovernmental Agreement for Law Enforcement Services	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council enters contracts on behalf of the Town of Jackson and the Mayor executes the agreements.

Requested Action.

Staff requests Council review of the Intergovernmental Agreement for Law Enforcement Services ("Agreement").

Recommendations.

Staff recommends approving the Agreement as presented.

Background.

The Town of Jackson has been providing law enforcement services at the Jackson Hole Airport since May 20, 2009 under a Memorandum of Understanding. The current agreement expires June 30, 2023, thus a new agreement was negotiated by staff for Council consideration. The attached agreement contains an increase in the base monthly fee from \$46,136.25 to \$63,648.41. This increase in the base monthly fee is to cover wage increases for officers and the increase in costs associated with equipment, vehicles, training and administration to manage the officers working at the Jackson Hole Airport.

A sworn law enforcement officer is required to be in attendance at the Airport during times when the checkpoint is open.

These changes have been discussed with Jim Elwood at the Airport and the Airport Board and they are comfortable with the proposed changes. In addition to the monthly base fee, deviations from the previous agreement include:

- a change in hours required for the officers to be at the airport, now 5am – 9:30pm as opposed to 5am – 11:00pm.
- an option to add a second law enforcement officer in response to emergencies or other circumstances for the safety of both the public and law enforcement.
- a 10% administrative fee to cover the costs and time spent by the Finance Department, Human Resources, Chief of Police, and the law enforcement liaison officer attending mandatory meetings as well as other costs associated with administering the schedule for the officers working the 16.5 hour days/365 days of the year
- A term of 5 years vs the 3 years it had historically been (at the request of the JH Airport).

This agreement has been reviewed by the Town Attorney and the Airport Attorney, as well as the Airport Director (Jim Elwood) and the Airport Board consider and approved it at its June meeting.

1. Analysis & Key Policy Questions.

The updated agreement takes into account the actual costs of having a sworn peace officer working at the airport 16.5 hours a day, 365 days of the year.

Possible Alternatives.

The Town Council has the following alternatives:

2. Direct staff to request different terms or conditions from those in the attached Agreement.
3. Discuss the Agreement and continue the item to a future meeting until further information can be provided or questions can be addressed.
4. Other.

1. Comprehensive Plan & Priority Alignment.

This project enhances Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision, particularly as it relates to the Town's role in coordinating with other service providers.

Fiscal Impact.

The fiscal impact of this agreement is that the Airport will continue to provide a reimbursement to the Town of Jackson at a new rate of \$63,648.41 per month for five years into the future. This amount provides sufficient funding to continue the current service level within the department of 2 officers on duty at all times as well as coverage at the Jackson Hole Airport.

The agreement provides the Town the option to request an increase in the contract amount from the Jackson Hole Airport Board once per contract year, should the direct, indirect or equipment costs incurred by the Town support such modification.

Staff Impact.

Staff from the Town Administration, Legal and Police Department have contributed approximately 15 hours to coordinate with the Jackson Hole Airport, synchronize agreed terms, draft the Agreement and create the staff report.

Attachments

or

Links.

Intergovernmental Agreement for Law Enforcement Services Between Town of Jackson and the Jackson Hole Airport.

Suggested Motion.

I move to approve the Intergovernmental Agreement for Law Enforcement Services between the Town of Jackson and the Jackson Hole Airport, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

INTERGOVERNMENTAL AGREEMENT LAW ENFORCEMENT SERVICES

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered as of June 26, 2023, by and between the JACKSON HOLE AIRPORT BOARD, a joint powers board of the State of Wyoming having an address of P.O. Box 159, Jackson, Wyoming 83001 ("Board"), and the TOWN OF JACKSON, a municipal corporation, having an address of P.O. Box 1687, Jackson, Wyoming 83001 ("Town").

RECITALS

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (the "Airport"), located in Teton County, Wyoming.

WHEREAS, the Board desires to retain the services of uniformed law enforcement officers to provide law enforcement support at the Airport in furtherance of the Board's obligation under 49 C.F.R. Section 1542.215 (Law Enforcement Support) and the Airport Security Program ("ASP").

WHEREAS, the Board plans to defray the Town's costs to provide law enforcement support through funds provided by the Transportation Security Administration ("TSA") pursuant to the Law Enforcement Officer Reimbursement Program, provided that the Board's obligation to reimburse the Town for law enforcement support is not expressly conditioned on federal assistance.

WHEREAS, Wyoming Statute Section 16-1-101 authorizes political subdivisions to cooperate and assist each other according to terms set forth in a written agreement.

IN CONSIDERATION of the following covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Board and Town agree to cooperate and assist each other.

1. SERVICES.

- 1.1. Town shall assign and station one uniformed law enforcement officer at the Airport between the hours of 5:00 A.M. and 9:30 P.M. each day that the Airport is operating. Town may make minor and temporary adjustments to the hours when law enforcement officers are on-duty at the Airport, provided that law enforcement support will be provided, at a minimum, during the TSA screening checkpoint operating hours.
- 1.2. Town shall assign additional officers to the Airport as Town determines necessary to meet its obligations under this Agreement, specifically including, but not limited to, fulfilling its obligations under Section 1.3 hereof.

- 1.3. Law enforcement officers assigned to the Airport will be responsible for enforcing applicable criminal laws and for providing law enforcement support in the manner set forth in 49 C.F.R. Section 1542.215 and the Other Transaction Agreement between Board and TSA dated December 29, 2020, under TSA's Law Enforcement Officer Reimbursement Program, as the same may be amended or superseded during the term hereof ("TSA Reimbursement Agreement").
- 1.4. Town shall ensure that law enforcement officers stationed at the Airport meet the qualifications set forth in 49 C.F.R. Section 1542.217. Each law enforcement officer stationed at the Airport shall be knowledgeable about the respective jurisdiction of TSA, federal law enforcement agencies and Town.
- 1.5. While at the Airport, law enforcement officers shall be and remain under the direct supervision of Town. All personnel matters including, but not limited to, wage, paid time off, and disciplinary action are the responsibility of Town.
- 1.6. Town shall be responsible for ensuring that law enforcement officers stationed at the Airport receive initial and recurrent training required pursuant to 14 C.F.R. Section 1542.217 and the TSA Reimbursement Agreement, and Town shall be reimbursed for the cost of such training as provided in Article 4 hereof.
- 1.7. If available, Town will position a marked police vehicle in a prominent location near the Airport terminal.
- 1.8. If available, Town may direct additional law enforcement personnel to the Airport in response to emergencies or other circumstances, at Board's request or as Town may direct; provided that Town may seek reimbursement from Board for such additional law enforcement services and, in such event, Board shall reimburse Town for the documented costs of additional services.
- 1.9. Town will limit having law enforcement officers that are stationed at the Airport perform duties unrelated to the Airport while those officers are stationed and on duty at the Airport.
- 1.10. Law enforcement officers stationed at the Airport shall be Town employees. Town may, on a temporary basis, request law enforcement officers from another government agency, cooperating with the Town in accordance with a memorandum of understanding entered into pursuant to W.S. § 7-2-106, provide law enforcement support at the Airport. Board's obligation to reimburse Town shall be as provided herein, notwithstanding the terms of any such memorandum of understanding.

2. BOARD'S RESPONSIBILITIES.

- 2.1. Board shall provide Town with copies of the following documents and any amendments or updates thereto: Airport Security Program, TSA Reimbursement Agreement, TSA

Security Directives, Airport Rules and Regulations, airline flight schedules and other information applicable and relevant to the provision of law enforcement support.

- 2.2. Board shall identify a primary point of contact to be available while Town's law enforcement officers are on duty at the Airport. As of the effective date of this Agreement, the Board's point of contact is Assistant Airport Director for Security Aimee Crook.
 - 2.3. Board will provide coordination between Town's law enforcement officers and the TSA, provided that circumstances may warrant direct communication and coordination between Town and TSA.
 - 2.4. Board will provide a clearly marked "police vehicle only" parking space in a prominent location near the Airport terminal.
 - 2.5. Board will provide secure office space for Town, at no cost, that meets applicable Criminal Justice Information Services standards and that is located near the passenger security screening checkpoint.
 - 2.6. Board will provide necessary space and any necessary utilities, at no cost, for the Town repeater system.
3. **TERM.** This Agreement shall have a term of five (5) years, beginning on July 1, 2023, and ending on June 30, 2028, unless terminated earlier as provided herein (the "Term").
 4. **PAYMENT.**
 - 4.1. Board shall compensate Town for the law enforcement services provided at the Airport, including direct costs such as salaries and benefits, indirect costs such as administrative overhead, training and equipment costs.
 - 4.2. For Contract Year 1 (July 1, 2023 – June 30, 2024), Board shall pay Town a fixed flat fee of \$763,780.89, paid in equal installments in the amount of SIXTY-THREE THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND FORTY-ONE CENTS (\$63,648.41) per month.
 - 4.3. Not less than ninety (90) days prior to the end of Contract Year 1 through Contract Year 4, Town shall provide Board with an updated estimate of direct, indirect and equipment costs to provide law enforcement support for the next contract year. Town shall provide backup documentation to support the request.
 - 4.4. Town may request, no more than once each contract year, a change in the fixed flat fee based on a change in direct, indirect or equipment costs incurred by Town. Town shall provide backup documentation to support the request. The Airport Executive Director is authorized to increase the fixed flat fee in response to a request by Town.

- 4.5. In addition to the compensation provided above, Board shall reimburse Town for the direct cost of specialized training required by 49 C.F.R. Section 1542.217.
- 4.6. Town shall submit invoices to Board on a monthly basis. Board shall promptly review invoices, and such invoices shall be payable within thirty (30) days of receipt by Board.
- 4.7. Board anticipates that it will receive federal assistance pursuant to the TSA Reimbursement Agreement to offset amounts paid to Town hereunder; provided however, that Board's financial obligations to Town are not conditioned upon receipt of federal assistance.
- 4.8. Town shall provide backup documentation as may be required for purposes of the TSA Reimbursement Agreement, and as may be requested by Board, TSA, the Federal Aviation Administration or the U.S. Department of Transportation.

5. PERFORMANCE STANDARDS.

- 5.1. Law enforcement officers shall be identifiable by appropriate indicia of authority while on duty at the Airport.

6. COMPLIANCE WITH AIRPORT SECURITY PROGRAM.

- 6.1. Town shall comply with all applicable provisions of the Board's Airport Security Program (the "ASP"), Security Directives issued by the TSA, and any applicable rules and regulations which may be promulgated by TSA from time to time and provided to Town (collectively, "Security Requirements"). These shall include but not necessarily be limited to 49 C.F.R. Parts 1520, 1540 and 1542. Board shall provide Town with amended or updated Security Requirements when promulgated.
- 6.2. Town acknowledges that all Security Requirements which are shown or provided to it under paragraph 6.1 above, are sensitive security information ("SSI") in accordance with 49 C.F.R. Part 1520, that Town and any involved persons are required to protect the same from unauthorized disclosure, and that civil penalties may be imposed for failure to do so. All SSI shall be stored in secured areas, or locked in secured cabinets within Town's premises. Materials marked as containing SSI shall be disposed of by shredding.

7. COMPLIANCE WITH LAW/AGREEMENT SUBORDINATE.

- 7.1. This Agreement is expressly subject to the terms and conditions of that certain Agreement between the United States Department of the Interior and the Jackson Hole Airport Board dated April 27, 1983 (the "Interior Agreement"), as amended, and to applicable federal, state and local laws, rules and regulations. To the extent anything herein contained conflicts with the foregoing Interior Agreement or applicable laws, rules and regulations, the provisions of the Interior Agreement, applicable laws, rules and regulations shall control.

- 7.2. Board shall be free to renegotiate the Interior Agreement with the United States in the future on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval on the part of Town or any other person. Town shall be bound by the terms of any such renegotiated agreement to the extent it, in any way, modifies, changes or affects the rights or responsibilities of Board or Town under this Agreement.
- 7.3. This Agreement shall be subordinate to the provisions of any existing or future agreement between Board and the United States or its agencies relative to the operation or maintenance of the Airport, the execution of which has been or may in Board's judgment be required as a condition precedent to the expenditure of federal funds for the planning or development of the Airport.

8. CIVIL RIGHTS NON-DISCRIMINATION.

- 8.1. In all of its activities within the scope of its airport program, Town agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 8.2. During the performance of the Agreement, Town for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the

definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

9. NOTIFICATION ADDRESSES. All notifications, billings and reports shall be sent to the following addresses:

If to the Board:
Jackson Hole Airport Board
Attn: Executive Director
P.O. Box 159
Jackson, Wyoming 83001
Telephone: (307) 733-7695

If to Town:
Jackson Police Department
Attn: Michelle Weber – Chief of Police
PO Box 1687
Jackson, Wyoming 83001

Notices and demands provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.

10. TERMINATION. Either party may terminate this Agreement by written notice for breach of any of the covenants or agreements of this Agreement by the breaching party, and breaching party failing to cure such violation within thirty (30) days after receipt of a notice to cure. Further, Board reserves the right to terminate this Agreement, at any time for any reason whatsoever, upon delivery of written notice to Town. In the event of early termination, Town shall be paid by Board only for that portion of Services actually performed on Board's behalf prior to the date of termination.

11. INDEMNIFICATION AND INSURANCE.

11.1. The parties agree to hold each other harmless from and against any claim, loss, expense or damage to any person or property in or upon the Airport in connection with this Agreement.

11.2. The parties reserve all rights to assert any claims and defenses available pursuant to the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*

12. SUBCONTRACTING AND ASSIGNMENT.

12.1. The Services shall be performed entirely by direct employees of Town, except as provided in Section 1.8 hereof.

12.2. Town shall not assign any of its rights under this Agreement or any interest herein without the written consent of Board.

12.3. Board at its option may assign the rights and obligations of Board under this Agreement, without necessity for the concurrence of Town.

13. MISCELLANEOUS PROVISIONS.

13.1. Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

13.2. Time of Essence. Time is of the essence in this Agreement.

13.3. Attorneys' Fees. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award by the Court of its reasonable attorney fees and costs incurred.

13.4. Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform its operations in relation to any person or entity not a party.

- 13.5. Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Board or Town in its rights and obligations contained in valid covenants, conditions or provisions.
- 13.6. Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of Board and to the permitted assigns of Town.
- 13.7. Governing Law, Venue and Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Claims or disputes between the parties arising out of or relating to this Agreement or breach thereof shall be brought in a state court in and for Teton County, Wyoming, unless the parties mutually agree otherwise. For valuable consideration, and after opportunity to consult with legal counsel, the parties agree that in any action to enforce or otherwise arising under the terms of this Agreement, each party knowingly waives its right to a trial by jury as to any and all claims in such an action, and agrees instead to proceed to a trial by the court.
- 13.8. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.
- 13.9. Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between Board and Town, it being expressly understood and agreed that neither the method of computation of fees, nor any other provisions contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between Board and Town other than the relationship of cooperating political subdivisions.
- 13.10. Non-Waiver. Waiver of any breach of covenants herein contained to be kept and performed by the Town shall not be deemed a continuing waiver and shall not operate to bar or prevent Board from declaring forfeiture for any succeeding breach either of the same or another condition or covenant.
- 13.11. Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

[END OF AGREEMENT; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest

Melissa Turley, Secretary

By: _____
Ed Liebzeit, President

TOWN OF JACKSON

Attest

Riley Taylor, Town Clerk

By: _____
Hailey Morton Levinson, Mayor

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Meeting
Submitting Department:	Community Development	Presenter:	Susan Scarlata & Tanya Anderson
Agenda Item:	Sustainable Strategies Grant Consultants: Services Agreement & Potential Travel	Public Comment:	Yes

Purpose & Policy Considerations.

To approve a contract with grant writing consultants Sustainable Strategies (S2) and consider sending a delegation from the Town of Jackson to Washington D.C. to meet with Wyoming's Representative and Senators and connect with agencies where the Town has grants pending.

Requested Action.

Staff requests that Council approve the contract with Sustainable Strategies and determine if Town is interested in sending a delegation to Washington D.C. in the fall of 2023.

Recommendations.

Staff recommends approving the contract with Sustainable Strategies and that Council support a delegation traveling to Washington D.C. in September or October of 2023.

Background.

At its March 6, 2023, Regular meeting, Town Council voted unanimously to include funding to continue to retain Sustainable Strategies in the Fiscal Year 2024 budget. A new Services Agreement for continued work with S2 is attached to this staff report. In the last year, S2 has helped the Town and other community agencies apply for twelve grants, with two more in process. Four grant requests totaling \$2,310,000 have been awarded: USDA Composting and Food Waste Reduction Pilot Program (\$300,000), USDOT Safe Streets for All (\$480,000), Western Water Assessment Adapting to Climate Change in Wyoming (\$30,000), and Wyoming Water and Sewer ARPA (\$1,500,000). An additional \$10,064,860 is pending for funding opportunities that will benefit the police department, START, and sustainability efforts. S2 has brought more than 30 additional grant opportunities to staff's attention that we have chosen not to pursue. This firm provides grant support from start to finish, identifying potential funding opportunities, drafting briefing sheets for staff and partners, writing narratives and creating budgets for grant applications, and drafting letters of support for partners. This partnership greatly eases the burden of applying for grants, makes it easy for other community organizations to boost our applications by demonstrating support, and provides a national perspective and network. Please see the chart below for more detailed information about applications.

GRANT	STATUS	AMOUNT	AWARDED	PENDING	LEAD AGENCY
Wyoming Water and Sewer ARPA Grant	Applied For/Approved	\$1,500,000	\$1,500,000		Town of Jackson
Wyoming Water and Sewer ARPA Grant	Applied For/Denied	\$680,000			NA
USDA Composting and Food Waste Reduction Pilot	Applied For/Awarded	\$300,000	\$300,000		Teton County ISWR
Wyoming Outdoor Recreation Grant Program	Applied For/Denied	\$750,000			NA
USDOT Safe Streets for All (SS4A)	Applied For/Awarded	\$480,000	\$480,000		Town of Jackson
USEPA's Solid Waste Infrastructure for Recycling	Applied For/Pending	\$2,500,000		\$2,500,000	Teton County ISWR
USDOT Charging and Fueling	Applied For/ Pending	\$6,882,960			Town of Jackson
FTA Bus and Bus Facilities	Applied For/Pending	\$191,900		\$191,900	START
USDA Farmers Market Promotion Program	Applied For/Pending	\$90,000		\$90,000	Slow Food in the Tetons
DOJ Law Enforcement Mental Health and Wellness Act	Applied For/Pending	\$200,000		\$200,000	Town of Jackson
WY First Responder & Law Enforcement Mental Health Support	Applied For/Pending	\$200,000		\$200,000	Town of Jackson
DOE Energy Efficiency and Conservation Block Grant	Applying/In process	\$76,000			Town of Jackson
Western Water Assessment Adapting to Climate Change in WY	Applied For/Approved	\$30,000	\$30,000		Town of Jackson
		\$13,880,860	\$2,310,000	\$3,181,900	

Since its initial meetings with the Town, S2 has encouraged the Town to send a delegation with Elected Officials and/or Town staff to Washington D.C. to meet with senior federal and state leaders who can help support the Town's priorities. This relationship-building trip, organized and scheduled by Sustainable Strategies while in D.C., would be framed around key projects and specific sources of funding where the Town has applications pending. If Town Council decides to move forward with such a trip, Sustainable Strategies would schedule meetings with Wyoming's elected congressional and state representatives, key staff in the White House and Office of the Governor, and with federal and state agency staff running funding programs in key policy areas.

Analysis & Key Questions

The partnership with Sustainable Strategies has been fruitful and helped secure a significant amount of funding that the Town and community are unlikely to have been able to access otherwise. S2 anticipates that there will likely be several additional large grant opportunities that are a good fit for Town priorities in Fiscal Year 2024 (FY24). Some federal funding opportunities through the Inflation Reduction Act may not be available until FY24, and some grants we passed on this year will be available again when the Town is more aware of what applications entail and closer to being "shovel ready" on certain projects. Approval of the attached Service Agreement with S2 will continue to enhance the Town's ability to navigate and access further funding opportunities to stay on target with infrastructure projects, sustainability goals, and community priorities.

Key Question #1: Does Council approve the attached Service Agreement with Sustainable Strategies?

Sustainable Strategies also suggests that a delegation from the Town of Jackson travel to Washington D.C. to connect with Wyoming's Legislators: Senator John Barrasso, Senator Cynthia Lummis, and Representative Harriet Hageman. S2 advises that a trip for a few days in September or October could be scheduled when both the House of Representatives and Senate are in-session. S2's recommendation is to utilize such a trip to connect with our state electeds and other federal government offices where the Town may have grants pending including the Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA), Department of Transportation (DOT), and the Department of Justice (DOJ). S2 recommends that a delegation with up-to two Councilmembers travel to D.C. either September 26-29 or October 23-26.

Key Question #2: Does Council want to direct staff to begin planning a trip to Washington D.C. this fall? If so, is the timing in September or October preferred?

Key Question #3: Are there Councilmembers interested in making this trip to represent the Town of Jackson?

Possible Alternatives.

Town Council could choose to not support a trip to Washington D.C. and/or to end the Town's contract with S2 at the end of the fiscal year.

Comprehensive Plan & Priority Alignment.

Policy 8.1.c: Innovate past barriers to service delivery goals

Policy 9.3.a: Analyze new ideas.

Policy 10.3.c: Elected officials will set and fund the plan.

Fiscal Impact.

S2 has secured \$2,310,000 in grant funding for our community thus far, with millions more pending. It is unlikely that staff would have the capacity to apply for these grants without S2's support. The attached Service Agreement with Sustainable Strategies is for \$90,000 (\$7,500 monthly) for one year of consulting and work through June of 2024. There will be further fiscal impact for a potential trip to Washington D.C. to connect with legislators and other branches of the

federal government. The Council Training, Travel & Meetings budget for FY24 has \$5,000 set aside for travel to Washington, DC in FY24.

Staff Impact.

A small number of staff members attend monthly meetings with S2 amounting to approximately 2-5 hours a month in staff time. Some additional staff time is required when S2 is preparing grant applications and staff is providing content, editing, and affirming the application is correct. Staff estimates that Town staff spent less than 2 hours supporting the USDA Composting Grant that yielded \$300,000, and approximately 3 hours supporting the \$2.5 million USEPA SWIFR grant. Grants for which the Town of Jackson is the primary applicant will require more staff time.

Attachments or Links.

Services Agreement with Sustainable Strategies

Suggested Motion.

I move to:

- 1) Approve the Services Agreement with Sustainable Strategies and authorize the Mayor to execute it subject to minor changes by staff; and
- 2) Direct staff to plan a trip to Washington D.C. in the fall of 2023.

PROFESSIONAL SERVICES AGREEMENT FOR GRANT AFFAIRS AND STRATEGIC CONSULTING

This Professional Services Agreement for Grant Affairs and Strategic Consulting ("**Agreement**") is effective the 1st day of July 2023 ("**Effective Date**") and is executed by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 ("**Town**"), and Sustainable Strategies DC, having a place of business at 500 New Jersey Avenue, NW, Suite 600, Washington, DC 20001 ("**Consultant**").

1. Statement of Services

Consultant shall provide strategic consulting, grant-writing, and advocacy services to assist the Town to effectively organize and pursue federal, state, and philanthropic grant funding resources, as more fully described in **Exhibit A, Scope of Work**, which, by this reference, is hereby incorporated herein ("**Services**").

2. Term

The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating June 30, 2024 ("**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.

3. Fees and Costs

The Town agrees to pay Consultant, as full compensation for all Services, a monthly fee in the amount of Seven Thousand Five Hundred Dollars (\$7,500), for a total amount not to exceed Ninety Thousand Dollars (\$90,000) for the Term of the Agreement and each Extension Term. 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. The Town may examine all records of Consultant during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

The Town shall reimburse Consultant for all reasonable out-of-pocket costs, including but not limited to travel costs for airfare, lodging, and meals, incurred in connection with the performance of the Services. Consultant shall obtain written authorization from the Town prior to any out-of-pocket costs that exceed Two Hundred Dollars (\$200) and it is explicitly understood by the parties hereto that meetings may be virtual. Out-of-pocket costs are not included in the fixed fee for the Services and will be invoiced at cost without any markup. Consultant shall present an appropriate invoice with any out-of-pocket costs to the Town by the first (1st) day of every month. Consultant shall be paid within thirty (30) days of receipt of invoice.

4. 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 its employees 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 its employees 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. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Confidentiality

Consultant acknowledges and agrees that all tangible, intangible, technical, and business information provided, disclosed, or otherwise learned in connection with this Agreement is the Town’s sole and exclusive property and is deemed by the Town to be confidential information that shall not be disclosed by Consultant.

6. 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.

7. 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, and addressed as follows:

<u>Town:</u>	<u>Consultant:</u>
Town of Jackson	Sustainable Strategies DC
Attn: Town Clerk	Attn: Ashley Badesch
P.O. Box 1687	500 New Jersey Avenue, NW, Suite 600
Jackson, Wyoming 83001	Washington, DC 20001
clerk@jacksonwy.gov	ashley.badesch@strategiesdc.com

All notices hereunder shall include a courtesy copy sent via email to the email address provided above. Either party may, at any time by notice given in writing to the other party, change the address for service of notice.

8. General Provisions

- A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.

- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- E. Governing Law; 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.
- F. Section Headings. The section headings set forth in this Agreement are solely for convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Consultant declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- H. Governmental Immunity. The Town 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 arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- J. Counterparts; Digital 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

SUSTAINABLE STRATEGIES DC

Signing Party

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

EXHIBIT A – SCOPE OF WORK

1. Overview of Services

Consultant shall provide strategic consulting, grant-writing, and advocacy services to assist the Town to effectively organize and pursue federal, state, and philanthropic grant funding resources. Consultant will work closely and consistently with Town staff to secure these resources.

2. Services to be Performed

A. Implementation of the Town's Resource Roadmap

For the Term and any Extension Terms of this Agreement, Consultant will generally provide a full suite of services in tracking funding opportunities, grant writing, public-private partnership facilitation and building, advocacy to agencies and legislative officials, organization of stakeholder support, development of materials, and other strategic services. In support of these services, Consultant will specifically do the following for the Town:

- I. Conduct monthly conference calls with Town staff to provide updates on grant opportunities;
- II. Communicate with Town staff between monthly conference calls to advance grant proposals and inform Town staff of emerging or time-sensitive opportunities;
- III. After obtaining written authorization from the Town, organize visits in Washington, DC and/or Cheyenne, WY for the Town's elected leaders and staff to meet with senior federal and state leaders who can help support the Town's priorities;
- IV. After obtaining written authorization from the Town, organize and bring federal, state, and foundation leaders to the Jackson community to meet with the Town's elected leaders and staff, tour projects, and strengthen relationships to help support the Town's priorities;
- V. Regularly update the Resource Roadmap to include new projects and grant opportunities;
- VI. Perform ongoing grant services, including:
 - i. Assisting with registering for SAM.gov, Grants.gov, and other federal grant portals as necessary;
 - ii. Providing strategic advice to help shape projects to be competitive for funding;
 - iii. Conducting grant review of proposals that Town staff prepare;
 - iv. Full-service grant writing, including complete drafting of narrative responses and attachments for review by the Town;
 - v. Drafting of earmark requests;
 - vi. Organizing broad stakeholder support across the community, region, and state;
 - vii. Submitting grants through Grants.gov or other means; and
 - viii. Assisting Town staff and partners as needed with overcoming grant management challenges with the federal and state agencies.

B. "S2 Spotlight" and "S2 Client Alert"

Consultant will send the Town "S2 Client Alerts" and its once-weekly newsletter called the "S2 Spotlight." "S2 Client Alerts" highlight the most promising grant opportunities and provide a detailed explanation of the funding source and how it could be used in the Town. The "S2 Client Alerts" also explain important legislative, policy, regulatory, or other issues for the Town. "S2 Spotlight" provides a brief overview of upcoming grant and other resource opportunities.

C. Annual Evaluation

At the end of the Term and each Extension Term of the Agreement, Consultant will provide the Town an annual evaluation on projects conducted, results achieved, efforts still underway, and other important information that provides an evaluation on Consultant's performance for the Town.

3. Visits and Meetings with Leaders

A. Visits to Washington, DC and Cheyenne, WY

Upon written authorization from the Town, Consultant will organize visits for the Town's elected leaders and staff to meet with senior federal and state leaders who can help support the Town's priorities. The Town should bring a summary of its Resource Roadmap priorities, briefing sheets on key projects, and information about specific funding sources that are being, or will be, sought that year. Consultant will set up meetings with the Town's elected congressional and state representatives, with key staff in the White House and Office of the Governor, and with federal and state agency staff running funding programs or policy areas. Consultant will also coordinate with the Town's state government affairs specialist to prepare for visits to Cheyenne.

B. Jackson Community Visits

Upon written authorization from the Town, Consultant will organize visits from federal, state, and foundation leaders to visit the Jackson community and meet with community leaders and Town staff, tour projects, celebrate success with groundbreakings/ribbon-cuttings, and further build relationships and understanding of your community and projects.

4. Client Services Manager

Consultant will have various staff dedicated to our account including but not limited to Ashley Badesch and Debra Figueroa who are available for the Town to ensure that various important tasks are conducted to ensure effective client service. Ms. Badesch and Figueroa conduct various activities such as ensuring that contracts are in place, paperwork is finished, Grants.gov and SAM.gov accounts are working, monthly meetings and calls are scheduled and conducted effectively, Resource Roadmaps and annual evaluations are drafted and completed, S2 Spotlights and Client Alerts are composed and distributed, visits are well-planned, and troubleshooting takes place.

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Town Council Special Meeting
Submitting Department:	Community Development	Presenter:	Susan Scarlata & Equity Task Force Members
Agenda Item	Equity Task Force: Land Acknowledgement	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council prioritized the creation of an Equity Task Force in 2021 and approved seven recommendations from this Task Force in December of 2022 including one to begin Council meetings with a Land Acknowledgment and connect with Native Tribal members.

Requested Action.

Staff requests that Council consider the recommended Land Acknowledgment to utilize at the beginning of Town Council meetings and actions for continued relationship building between the Town of and local indigenous tribal members.

Recommendations.

Staff recommends that Council consider the recommended Land Acknowledgement and actions for continued relationship building, discuss, ask clarifying questions, and approve the Land Acknowledgement and commitments.

Background.

Council moved to establish an Equity Task Force in August of 2021. Staff put out a call for applications in December of 2021 and received 37 applications. Application materials contained the following description of the impetus for and goals for the Task Force: "The Town of Jackson is launching an Equity Task Force to advise the Town on equity and inclusion strategies and make recommendations to the Town and Town Council on priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making." Council interviewed and appointed nine Task Force members in February of 2022 and staff began facilitating monthly Equity Task Force meetings in April of 2022. In December of 2022, Task Force members presented seven recommendations for expanding equity and inclusion, which included one for a Land Acknowledgement and fostering of relationships with local indigenous tribal members. In April of 2023, the Town hosted a workshop led by Cherokee Brown, an enrolled member of the Northern Arapaho tribe about "Mending Relationships." It was a powerful, experiential workshop that builds understanding about indigenous peoples' lived experience. Staff continues to stay engaged with Ms. Brown, Patti Baldes, who leads the Wind River Native Advocacy Center and works with her husband Jason Baldes on the Wind River Native Tribal Buffalo Initiative, and Kate Jensen at the Wind River Community Alliance.

Analysis & Key Policy Questions.

The Town also administered an Equity & Inclusion survey across the community, which identified that the majority (over 70%) of the nearly 700 community members surveyed felt that equity work is something they want our government and community to continue to focus its time and resources on implementing. There is broad-based community support for this work and effort. From the Equity Task Force's very first meeting, one recurrent theme has been a recognition that this group was created for a two-year period. Task Force members are keenly aware of what a brief timeframe this is considering the complexity of issues related to equity and inclusion. The Task Force is aware that equity and inclusion are not things that happen quickly, or that are ever fully "done" or completely "accomplished." Instead, they are long-term and continuous. The recommendation the Task Force made for Town Council to begin meetings with a Land Acknowledgement that recognizes the earliest inhabitants of our area and their living relatives, is one way to build a thread between our government and that of nearby tribal nations. The same way other parts of Town meetings place emphasis on particular traditions and history, the Land Acknowledgement will regularly draw attention to the Town's relationship with indigenous tribes. The recommendation to incorporate a Land Acknowledgement in Council meetings

came with a recommendation for continued commitment to relationship building with local indigenous tribal members. Below, please find the proposed Land Acknowledgement and a list of potential related commitments.

Land Acknowledgement: We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

Commitments for Continued Action

- Host two additional “Mending Relationships” workshops with Cherokee Brown for Councilmembers and staff who could not make the first one due to scheduling conflicts to experience it.
- Organize a journey for Councilmembers, Town staff, and Task Force members to Travel to the Wind River Native Tribal Buffalo Initiative outside of Lander, Wyoming.
- Host Patti Baldes’ Buffalo art on the lawn of Town Hall later this summer and fall.
- Commit to reconsidering and potentially updating Town Land Acknowledgement on a regular basis.

Key Question #1: Does Council want to discuss the Land Acknowledgement or related commitments?

Key Question #1: Does Council want to discuss or add to the Commitments and Continued Action listed?

Possible Alternatives.

Council decide not to utilize the recommended Land Acknowledgement.

Comprehensive Plan & Priority Alignment.

The Comp Plan’s third Common Value is ‘Quality of Life,’ which highlights that our community takes pride in our local identity and community character. The Comp Plan states, “Residents and visitors have become accustomed to high-quality life safety, transportation, educational, social, cultural, and recreational services.” Considering if this is true for all residents, the Equity Task Force has recommended an update to the Comp Plan with a more direct focus on equity.

Fiscal Impact.

At its August 30, 2021 meeting, Council authorized Equity Task Force members to be paid \$450 monthly totaling \$48,600 annually for the 9-member Task Force. Incorporating a Land Acknowledgement will not have additional related costs. The commitments listed will have varied costs, which can likely be covered under the Professional Services line item in the Community Development budget and Town Council and Department Travel, Training and Meetings funds.

Staff Impact.

The Community Development Department is using staff capacity to steward the Equity Task Force. As this department seeks to shrink the distance between the people impacted by decisions and those making them, the Equity Task Force is an appropriate and fruitful use of staff time and resources, as this endeavor helps bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making. Staff spent approximately 4 hours developing this Land Acknowledgement and list of commitments and working through them with the Task Force.

Attachments or Links.

NA

Suggested Motion.

I move to adopt and start Council Meetings with the recommended Land Acknowledgement.

I move to direct staff to execute the Commitments for Continued Action set forth in this staff report.

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Town Council Meeting
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	Resolution 23-11: Grant to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway at the Jackson Hole Airport	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council and County Commission approve the annual budget for the Jackson Hole Airport and any amendments to it, including the receipt of any grant funding.

Requested Action.

Staff requests Council adopt Resolution 23-11 authorizing the Jackson Hole Airport to receive grant funding from the Federal Aviation Administration ("FAA") in a maximum amount of \$3,367,250.

Recommendations.

Staff recommends that Council adopt Resolution 23-11 authorizing the Jackson Hole Airport to receive grant funding from the Federal Aviation Administration ("FAA") in a maximum amount of \$3,367,250.

Background.

This is a grant from the FAA under the Airport Improvement Program ("AIP"). This grant comes from FY 2023 AIP entitlements for the Jackson Hole Airport. The Airport Board expects to receive additional funding next federal fiscal year. Additional grants will be required to complete the project. Project design was funded by a prior AIP grant.

The project includes rehabilitating the northern section of the Airport's primary parallel taxiway, which will bring the taxiway to current FAA design standards. The project also includes constructing a new access taxiway to the deicing pad located at the north end of Taxiway A, to provide better access for aircraft.

Analysis & Key Policy Questions.

As a co-sponsor of the grant, the Town Council is agreeing that the Airport will adhere to the following provisions and that the Town of Jackson shares responsibility for compliance.

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 and must comply with any additional obligations imposed by the Build America, Buy America Act (a waiver has been issued for this project)
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, the Town of Jackson is jointly and severally responsible for compliance.

Possible Alternatives.

1. Approve the resolution as presented
2. Approve the resolution as amended/discussed during the meeting
3. Deny the resolution

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

Jackson Hole Airport does not receive any funding from the Town or County. Investment in improvements at the airport have indirect impacts on visitation, visitor experience, and spending.

Staff Impact.

Approximately 30 minutes to review attachments and 30 minutes to draft this staff report.

Attachments or Links.

Grant Agreement
Resolution

Suggested Motion.

I move to adopt Resolution #23-11, and approval of the FAA Grant Agreement to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase II – Construction), with the FAA obligation under the grant being a maximum of \$3,367,250.

RESOLUTION 23-11

**A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
REHABILITATE TAXIWAY A AND CONSTRUCT
DEICING PAD ACCESS TAXIWAY (PHASE II – CONSTRUCTION)
AIP GRANT NO. 3-56-0014-074-2023**

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, 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 II – Construction)” at the Airport in the maximum amount of \$3,367,250, 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 3-56-0014-074-2023 in the maximum amount of \$3,367,250 for the purpose of “Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase II – Construction)”, as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2023.

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

May 30, 2023

Mr. Ed Liebzeit, 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

Mr. Luther Propst, Chairman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Liebzeit, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-074-2023 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 **July 14, 2023**.
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,


John P Bauer (May 30, 2023 18:58 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 30, 2023	
Airport/Planning Area	Jackson Hole Airport	
FY2023 AIP Grant Number	3-56-0014-074-2023	[Contract No. DOT-FA23NM-1031]
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 25, 2023, 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 II - Construction)

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); Consolidated

Appropriations Act, 2023 (Public Law 117-328); 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 \$3,367,250.

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;
 \$ 3,367,250 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, 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 July 14, 2023, 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 with their contractors and sub-contractors.
- 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:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. 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. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. 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 Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
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 December 2013, 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.
- b. Investigation of Complaints.
 - 1. 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.
 - 2. 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.
 - 3. 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).
- c. Remedy and Enforcement Authority.
 - 1. 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.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

29. **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.
30. **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.
31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
32. **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).
33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
34. **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, which is codified at 49 U.S.C. § 47105(e). 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:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - i. 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 current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. 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:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. 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.

35. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
36. **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.
37. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

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**



John P Bauer (May 30, 2023 18:58 MDT)

(Signature)

John P Bauer

(Typed Name)

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); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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)

³ 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.

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.¹

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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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; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; 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.²

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.³

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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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; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; 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.⁵

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

⁵ 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 25, 2023.

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.

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Town Council Meeting
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	FY2024 Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization through resolutions.

Requested Action.

Staff requests that Council adopt the proposed amended fee schedule.

Recommendations.

Staff recommends the Town Council consider and discuss the proposed fees, make any changes, and adopt the fee schedule.

Background.

The Town adopted a fee schedule by resolution on March 17, 2021. Town Council reviews the fee schedule during the budget process and adopts a new fee schedule with an effective date coinciding with the new fiscal year. Council is not required to adopt a new fee schedule each year. Council may also adopt fee schedule changes during the fiscal year, not just at the beginning of the fiscal year.

Analysis & Key Questions.

Council approved Resolution 23-09 on June 5, 2023, adopting the fee schedule for Fiscal Year 2024. After approval, staff identified VIN inspections exceeded W.S. 31-3-102(b) which states "a ten dollar (\$10.00) fee shall be collected for each vehicle identification number." Resolution 23-09 applied CPI to the current \$10.00 VIN inspection fee. As a result the Town needs to amend the fee schedule to comply with State statute.

Alternatives.

- Council could consider adjusting the VIN inspection fee to an amount less than \$10.00 but cannot exceed it.
- Council could defer the effective date beyond July 3, 2023.

Comprehensive Plan & Priority Alignment.

Establishing and maintaining a clear and transparent fee schedule aligns with Quality Community Service Provision in the Comp Plan: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact of the Council adopting the fee schedule will reduce revenues approximately \$1,200, remaining consistent with prior years.

Staff Impact.

The staff impact of updated fees is approximately 2 hours to update all related applications, documents, etc. that are tied to the fee schedule.

Attachments or Links.

Fee Schedule Resolution 23-12

Appendix A: Fee Schedule

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

I move to approve Resolution 23-12, setting forth and amending the Town of Jackson Fee Schedule.

RESOLUTION 23-12

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE JULY 3, 2023

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution amends the **Town of Jackson Fee Schedule**, attached hereto as **Appendix A**; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on June 26, 2023, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #23-12, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

**RESOLUTION 23-12, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/3/2023**

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	126.00
	11-49 employees	252.00
	50-99 employees	378.00
	100 employees, or more	630.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	164.00
	11-49 employees	365.00
	50-99 employees	492.00
	100 employees, or more	819.00
5.16.025	Independent Contractors and Agents	126.00
5.16.027	Commercial	128.00
5.16.027	Residential Rentals	128.00
5.06.130	Solicitation - Commercial	128.00
5.06.150	Solicitation - Highway or Street	128.00
5.60.040 C	Short Term Rental	114.00
5.20.010	Installation Permit	32.00
5.32.040	Pawnbroker	33.00
5.20.020	Exposition Licenses	
	5 or fewer vendors; for-profit expositions	131.00
	more than 5 vendors; for-profit expositions	263.00
	5 or fewer vendors; non-profit expositions	66.00
	more than 5 vendors; non-profit expositions	131.00
5.21.060	Transient Merchant	
	per day fee	253.00
	per day fee if a business license holder	47.00
	per day if a non-profit	-
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	47.00
5.12.080 B	Renewal Late Fee	
	\$25 per month on January 30th not to exceed \$100	32.00
5.12.130	Change of Location Fee	
	notice given on new application	47.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	126.00
	> 10 employee	252.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	48.00
	< 30 mpg	72.00
5.50.060 B	Operator License Permit	
	new	120.00
	renewal	61.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	

Miscellaneous		\$ Current Fee
Public Records		
	Copy	
	electronic document, <i>per document</i>	11.00
	black and white paper	0.27 /page
	color paper	0.53 /page
	Plotted Map	
	size 11x17, each	15.00
	size 24x36, each	38.00
	size 36x54, each	53.00
	Photograph	15.00
	Police Report	15.00
	LDRs and Comprehensive Plan	62.00
	Research / Compilation Services	16.00
	External electronic media (disk, usb drive, etc.)	15.00
	Postage / shipping	actual cost
	Other special circumstances	actual cost
	Vehicle Inspection	10.00
	Public Intoxication Administrative Fee (Set by Ordinance)	10.00
	DUI Administrative Fee (Set by Ordinance)	
	Convicted	800.00
	Deferred	750.00
	Boot list Administrative Fee (Set by Ordinance)	50.00
	Municipal Court Record Search	10.00
Jackson Hole Airport		\$ Current Fee
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		\$ Current Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill	3,028.00
	Limited Retail (Club)	500.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	100.00
Animal Shelter Impounding, Board, Adoption		\$ Current Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	33.00
	Same animal, second within one year	46.00
	Same animal, third within one year	65.00
	Same animal fourth and more within one year	130.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	19.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	117.00
Res 09-04	Cat, impounded for 7+ days	101.00

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	64.00
	Cat, annual fee	64.00
	Owner Surrender	37.00
	Rabies voucher	27.00
	Teton County License	27.00
	Altered	11.00
	Unaltered	27.00

Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	207.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	55.00
8.36.070 C	Second conviction	110.00
8.36.070 C	Third Conviction goes to Municipal Court	-

Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	50.00
	Request for Encroachment	601.00
	Encroachment Agreement	601.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
12.08.060	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	50.00
	Amendment to Permit: Non-refundable	25.00
	Utility Excavation in public street - per utility	500.00
	Utility Excavation in public alley - per utility	300.00
	Utility Excavation in public easement - per utility	300.00
	Driveway cuts/curb cuts installation/replacement - each	180.00
	Curb and gutter installation - each block	180.00
	Sidewalk installation - each block	180.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	75.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	20.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	15.00
	Construction-related, occupy public alley - per day	180.00
	Construction-related, occupy time-restricted parking space - per space/day	89.00
	Construction-related, occupy non-time restricted parking space - per space/day	50.00
	House moving, per Town staff assistance	45.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	
	Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.	

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.

Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Special Event Permit	\$ Current Fee
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12.28.050 F

Applicants:

Non-Profit	29.00
For-Profit, including commercial film/photo	1,000.00
Expressive Activity	-

Planning Permit	\$ Current Fee
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Fee Waiver

The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:

1. A project that is sponsored by a governmental entity, or a project that received public funding.

2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.

Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.

General Pre-Application Conference (per Pre-App meeting)

Sketch Plan, Special Use, Planned Unit Development	767.00
Conditional Use, Development Plan, Map Amendment	384.00
Development Option Plan	384.00
Grading & Erosion Control	192.00
Optional/Elective Conference with:	
Staff	192.00
Planning Commission or Town Council	original fee
Design Review Committee	255.00

Physical Development

Sketch Plan, Development Plan	3,198.00
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Sign Permit

Per Sign	96.00
Master Signage Plan	384.00

Basic Use Permit

	640.00
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Conditional Use Permit

Use Permit only	3,198.00
Concurrent with application requiring public hearing	640.00

Special Use Permit	3,198.00
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Development Option or Subdivision

Development Option Plan	640.00
Subdivision Plat, <i>plus technical review fee</i>	1,279.00
Exempt Land Division	no charge

Boundary Adjustment

Plat Required, <i>plus technical review fee</i>	1,279.00
Without Plat, <i>plus technical review fee</i>	576.00

Interpretations	
Formal Interpretation	640.00
Zoning Compliance Verification	640.00
Amendments	
LDR Text	1,919.00
Zoning Map	1,919.00
Planned Unit Development	1,919.00
Relief	
Administrative Adjustment	640.00
Variance	640.00
Appeal of Administrative Decision	640.00
Beneficial Use Determination	1,279.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	640.00
Miscellaneous	
Administrative decision elevated to public hearing	640.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	100.00

Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	532.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.60/sf
	Commercial, Office, Multi-family and similar	1.06/sf
	Warehouse, storage and similar	1.06/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u> <u>Fee Calculation</u>		
\$1 to 17,000		272.00
\$17,001 to 40,000	\$272 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$518 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,093 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1million	\$4,072 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5million	\$6,732 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5million +	\$19,501 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
15.04.090	Other Inspections	
	Plan review assessed @ 65% of building permit fee	
	outside normal business hours	106.00/hr
	Re-inspection under Section 305(g)	80.00/hr
	No fee specifically indicated	80.00/hr
	Review of revisions made to Approved Plan	106.00/hr

Mechanical Permit (IMC)	\$ Current Fee
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15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	53.00
	For issuing each supplemental permit	21.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	27.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	32.00
	Install or relocate each floor furnace, including vent	23.00
	Install or relocate suspended, recessed or floor mounted heater	23.00
	Install, relocate or replace appliance vent	16.00
	Repair or alter any heating, cooling, absorption or evaporative system	21.00
	Install or relocate boiler or compressor to 3 hp	23.00
	Install or relocate absorption system to 100,000 btu/h	23.00
	Install or relocate boiler or compressor 3-15 hp	43.00
	Install or relocate absorption system 100,000-500,000 btu/h	43.00
	Install or relocate boiler or compressor 15-30 hp	59.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	59.00
	Install or relocate boiler or compressor 30-50 hp	90.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	90.00
	Install or relocate boiler or compressor over 50 hp	160.00
	Install or relocate absorption system over 1,750,000 btu/h	160.00
	Each air-handling unit up to 10,000 cfm and attached ducts	21.00
	Each air-handling unit over 10,000 cfm	32.00
	Each evaporative cooler other than portable type	21.00
	Each ventilation fan attached to a single duct	16.00
	Each ventilation system not part of heating or air conditioning system	21.00
	Installation of hood system serving any mechanical exhaust, including ducts	21.00
	Install or relocate domestic type incinerator	32.00
	Install or relocate commercial or industrial incinerator	122.00
	Install, relocate or alter any unclassified equipment	21.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	Gas-piping Systems to 5 outlets	16.00
	For each additional Gas-piping System outlet, per outlet	5.00

15.12.030	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min
	For which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Electrical Code	\$ Current Fee
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15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	38.00
	500.01 to 600	44.00
	600.01 to 700	49.00
	700.01 to 800	53.00
	800.01 to 900	59.00
	900.01 to 1,000	64.00
	1,000.01 to 1,100	68.00
	1,100.01 to 1,200	73.00
	1,200.01 to 1,300	79.00
	1,300.01 to 1,400	84.00
	1,400.01 to 1,500	88.00
	1,500.01 to 1,600	94.00
	1,600.01 to 1,700	99.00
	1,700.01 to 1,800	103.00
	1,800.01 to 1,900	109.00
	1,900.01 to 2,000	114.00
	2,000.01 to 3,000	129.00

3,000.01 to 4,000	149.00
4,000.01 to 5,000	168.00
5,000.01 to 6,000	188.00
6,000.01 to 7,000	209.00
7,000.01 to 8,000	229.00
8,000.01 to 9,000	249.00
9,000.01 to 10,000	269.00
10,000.01 to 11,000	288.00
11,000.01 to 12,000	309.00
12,000.01 to 13,000	329.00
13,000.01 to 14,000	349.00
14,000.00 to 15,000	369.00
15,000.01 to 16,000	389.00
16,000.01 to 17,000	429.00
17,000.01 to 18,000	449.00
18,000.01 to 19,000	469.00
19,000.01 to 20,000	489.00
20,000.01 to 21,000	510.00
21,000.01 to 22,000	529.00
22,000.01 to 23,000	549.00
23,000.01 to 24,000	569.00
24,000.01 to 25,000	591.00
25,000.01 to 50,000 = \$591.00 for the first \$25,000.00, plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$966.00 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = \$1,467.00 for the \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	35.00

Plumbing Permits		\$ Current Fee
15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	53.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	16.00
	For each building sewer and trailer park sewer	27.00
	Rainwater systems – per drain (inside building)	16.00
	For each water heater and/or vent	16.00
	For each gas-piping system of one to five outlets	16.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	16.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	16.00
	For each repair or alteration of drainage or vent piping, each fixture	16.00
	For each lawn sprinkler system on any one meter including backflow protection devices	16.00
	For atmospheric-type vacuum breakers not included in Item #10:	-
	1 to 5 each	16.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	-
	2 inch diameter and smaller	16.00
	over 2 inches in diameter	27.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	For each Fire Sprinkler System	16.00
	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min

Inspections for which no fee is specifically indicated	80.00/hr min
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min

Flood Damage Prevention

\$ Current Fee

15.30.110

Floodplain Development Permit

Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
Small Scale	300.00
Large Scale	750.00
Floodplain Map Revision (CLOMR and LOMR) Application	1,200.00
Permit Revisions: half the cost of the original permit	
Variance Application	750.00
No Fee Specifically Indicated	150.00/hour
Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
Third Party Technical Review	actual cost

Contractor Licensing

\$ Current Fee

15.36.040 i

Classification:

General Contractor (Class A)	426.00
Building Contractor (Class B)	426.00
Building Contractor Restricted (Class Br)	426.00
Residential Contractor (Class C)	426.00
Electrical Contractor	426.00
Low Voltage Electrical Contractor	426.00
Plumbing Contractor	426.00
HVAC Contractor	426.00
Woodstove/Gas Stove Installer	426.00
Gas Service Contractor	426.00
Lawn Sprinkler Installer	426.00
Water Conditioning Installer	426.00
Refrigerator Contractor	426.00
Fire Sprinkler Contractor	426.00

15.36.050 G

Certificates of Qualification

Initial Certificate	160.00
Renewal of Certificate	80.00

Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Demolition Permit	250.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Grading, Erosion Control, and Stormwater Management		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	50.00
	Individual Residential (Primary + 1 accessory):	
	Statement	200.00
	Plan Level	600.00
	Multi-Unit Residential (3+ Units)	
	Statement	200.00/unit
	Plan Level	350.00/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	350.00/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost

Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	493.00
	Internment - Open/Close Cremation	70.00
	Weekend / Holiday Charge	140.00
	Deed Filing Fee	28.00
	Winter Charge (Dec 1 - April 30)	140.00
	Plot Purchase - Full	422.00
	Plot Purchase - Cremation/Infant	140.00
	Disinterment - Open/Close Full	634.00
	Disinterment - Open/Close Cremation	140.00

STAFF REPORT



Meeting Date:	June 26, 2023	Meeting Title:	Special Town Council Meeting
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2023 Budget - Amendment #4	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 2023 budget.

Requested Action.

Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.

Staff recommends that the Mayor & Council approve the attached resolution.

Background.

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Analysis.

The attached resolution proposes modifications to the Town's current FY2023 budget. The resolution represents the 2023 amended budget divided into budget divisions. The amendment increases expenditures \$171,925 in the General Fund. There are two proposed budget amendments:

1. \$110,741 increase for Town 46% match of Fire/EMS Fund 13.
 - The principal reason for these cost overages is due to the failure to program any "overtime" and "volunteer call pay" in the FY23 budget. This will be funded with General Fund reserves.
2. \$61,184 increase for Town 46% match of Special Fire Fund 11.
 - The increase is to accommodate various operating expenditures that exceeded budget including utilities, apparatus maintenance, building maintenance, fire supplies, and petroleum.

Both amendments will be funded with General Fund reserves.

Possible Alternatives.

Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.

The proposed budget amendments increase expenditures \$171,925 in the General Fund.

Staff Impact.

Town Manager and Directors spend approximately 20 hours a month reviewing the budget. Approximately 10 hours is spent drafting quarterly budget amendments.

Attachments or Links.

Resolution 23-13 adopting amendments to the Fiscal Year 2023 Budget.

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

I move to approve Resolution 23-13 adopting amendments to the fiscal year 2023 budget.

RESOLUTION 23-13

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 BUDGET
OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	418,833	-	418,833
Town Attorney	659,484	-	659,484
Municipal Judge	310,900	-	310,900
Administration	557,424	-	557,424
Town Clerk & Personnel	948,859	-	948,859
Finance	741,218	-	741,218
Community Development	943,049	-	943,049
Information Technology	972,959	-	972,959
Planning	920,009	-	920,009
Town-Wide Services	734,054	-	734,054
Town Facilities	856,294	-	856,294
Police - Administration	731,716	-	731,716
Police - Investigations	732,221	-	732,221
Police - Patrol	3,946,924	-	3,946,924
Police - Community Service	774,838	-	774,838
Police - Special Operations	25,300	-	25,300
Victim Services	388,365	-	388,365
Animal Shelter/Control	439,765	-	439,765
Building Inspections	501,992	-	501,992
Public Works Administration	412,057	-	412,057
Streets	2,112,423	-	2,112,423
Engineering	728,210	-	728,210
Yard Operations	76,293	-	76,293
Cemetery	27,960	-	27,960
Social Services	1,321,307	-	1,321,307
Community Initiatives	453,450	-	453,450
County-Budgeted Joint Programs	3,776,230	171,925	3,948,155
Transfers Out	17,323,640	-	17,323,640
Total General Fund	41,835,774	171,925	42,007,699
Affordable Housing	4,187,523	-	4,187,523
Total Affordable Housing Fund	4,187,523	-	4,187,523
Parking Exactions Fund	804,000	-	804,000
Total Parking Exactions Fund	804,000	-	804,000
Parks Exactions	239,000	-	239,000
Total Park Exactions	239,000	-	239,000
Employee Housing Fund	651,932	-	561,866
Transfers out	90,066	-	90,066
Total Employee Housing Fund	741,998	-	741,998
Animal Care Fund	26,108	-	26,108
Transfers Out	58,713	-	58,713
Total Animal Care Fund	84,821	-	84,821
Lodging Tax Fund	778,965	-	778,965
Transfers Out	2,147,258	-	2,147,258
Total Lodging Tax Fund	2,926,223	-	2,926,223
START Administration	2,182,663	-	2,182,663
START Operations	7,402,505	-	7,402,505
START Capital	12,805,765	-	12,805,765
START Transfers	128,601	-	128,601
Total START Fund Expenditures	22,519,534	-	22,519,534
Capital Outlay	25,020,745	-	25,020,745
Transfers Out	545,519	-	545,519
Total Capital Projects Fund	25,566,264	-	25,566,264

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	69,775	-	69,775
Total 2010 SPET	69,775	-	69,775
Capital Outlay	97,892	-	97,892
Total 2014 SPET	97,892	-	97,892
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	385,634	-	385,634
Total 2017 SPET	385,634	-	385,634
Capital Outlay	18,926,608	-	18,926,608
Total 2019 SPET	18,926,608	-	18,926,608
Water Maintenance & Operation	1,258,799	-	1,258,799
Water Wells	325,789	-	325,789
Water Billing & Accounting	280,644	-	280,644
Water Capital Outlay & Improvements	2,233,018	-	2,233,018
Water Debt Service	66,970	-	66,970
Water Transfers Out	881,750	-	881,750
Sewage Plant Operations	1,036,049	-	1,036,049
Sewage Maint. & Operations	531,042	-	531,042
Sewage Billing & Accounting	276,883	-	276,883
Sewage Capital Outlay & Improvements	2,963,519	-	2,963,519
Sewage Transfers Out	881,750	-	881,750
Total Enterprise Funds	10,736,213	-	10,736,213
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,333,759	-	2,333,759
Total Fleet Management Fund	2,333,759	-	2,333,759
Central Equipment Expenses	1,017,821	-	1,017,821
Total Central Equipment Fund	1,017,821	-	1,017,821
IT Services	1,537,990	-	1,537,990
Total IT Service Fund	1,537,990	-	1,537,990
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,636,839	-	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,624,123	-	15,624,123
Charges for Services	746,000	-	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	590,923	-	590,923
Transfers In	2,225,734	-	2,225,734
Total General Fund	33,517,462	-	33,517,462
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,435,227	-	1,435,227
Total Affordable Housing Fund	1,653,527	-	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100		56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,467,711	-	1,467,711
Intergovernmental Revenue	228,965	-	228,965
Miscellaneous Revenue	23,000	-	23,000
Total Lodging Tax Fund	1,719,676	-	1,719,676
Intergovernmental Revenue	16,771,751	-	16,771,751
Charges for Services	2,291,383	-	2,291,383
Miscellaneous Revenue	49,964	-	49,964
Transfers In	3,235,717	-	3,235,717
Total START Fund Revenues	22,348,815	-	22,348,815
Intergovernmental	7,283,443	-	7,283,443
Miscellaneous Revenue	170,572	-	170,572
Transfers In	16,106,207	-	16,106,207
Total Capital Projects Fund	23,560,222	-	23,560,222
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-	-	-
Miscellaneous Revenue	2,800	-	2,800
Total 2010 SPET	2,800	-	2,800
Miscellaneous	57,500	-	57,500
Total 2014 SPET	57,500	-	57,500
Miscellaneous	5,300	-	5,300
Total 2016 SPET	5,300	-	5,300
Miscellaneous	-	-	-
Total 2017 SPET	-	-	-
Taxes	5,409,642	-	5,409,642
Intergovernmental	100,000	-	100,000
Miscellaneous	87,500	-	87,500
Total 2019 SPET	5,597,142	-	5,597,142
Water Intergovernmental	-	-	-
Water Charges for Services	3,147,839	-	3,147,839
Water Miscellaneous	130,800	-	130,800
Water Transfers In	3,551	-	3,551
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,961,886	-	2,961,886
Sewage Miscellaneous	81,520	-	81,520
Sewage Transfers In	3,551	-	3,551
Total Enterprise Funds	6,329,147	-	6,329,147
Charges for Services	2,947,481	-	2,947,481
Miscellaneous Revenue	36,500	-	36,500
Total Employee Insurance Fund	2,983,981	-	2,983,981
Charges for Services	2,142,541	-	2,142,541
Miscellaneous Revenue	2,700	-	2,700
Transfers In	32,164	-	32,164
Total Fleet Management Fund	2,177,405	-	2,177,405
Charges for Services	639,700	-	639,700
Miscellaneous Revenue	15,647	-	15,647
Total Central Equipment Fund	655,347	-	655,347
Charges for Services	1,531,505	-	1,531,505
Miscellaneous Revenue	9,700	-	9,700
Total IT Service Fund	1,541,205	-	1,541,205

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,318,312)	(171,925)	(8,490,237)
Affordable Housing	(2,533,996)	-	(2,533,996)
Parking Exactions Fund	(676,000)	-	(676,000)
Park Exactions Fund	(182,900)	-	(182,900)
Employee Housing Fund	(155,352)	-	(155,352)
Animal Care Fund	(24,621)	-	(24,621)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(170,719)	-	(170,719)
Capital Projects	(2,006,042)	-	(2,006,042)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(66,975)	-	(66,975)
2014 SPET	(40,392)	-	(40,392)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	(385,634)	-	(385,634)
2019 SPET	(13,329,466)	-	(13,329,466)
Enterprise Funds	(4,407,066)	-	(4,407,066)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(156,354)	-	(156,354)
Central Equipment Fund	(362,474)	-	(362,474)

PASSED, APPROVED, & ADOPTED this 26th day of June , 2023

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

ORDINANCE M

AN ORDINANCE ADDING SECTIONS 2.02.022 AND SECTION 2.02.024 TO THE TOWN OF JACKSON MUNICIPAL CODE, A CHARTER ORDINANCE RELATING TO EXEMPTING THE TOWN FROM WYOMING STATUTE SECTION 15-3-203 REGARDING PRESIDENT AND ACTING PRESIDENT OF COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added to Title 2 of the Municipal Code of the Town of Jackson, Section 2.02.022 to read as follows:

2.02.022 Exemption from Wyoming Statute §15-3-203.

The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of Wyo. Stat. § 15-3-203 relating to the election by the Town Council of a president and acting president.

(Ord. _____ § 1, 2023.)

SECTION II.

There is hereby added to Title 2 of the Municipal Code of the Town of Jackson, Section 2.02.024 to read as follows:

2.02.024 Appointment of Mayor Pro Tempore and Acting Mayor Pro Tempore.

- A. At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall appoint a Councilmember, other than the Mayor, to serve as Mayor Pro Tempore.
- B. At the first regular meeting in January following a general election, and as deemed appropriate otherwise by the Mayor, the Mayor shall also appoint a Councilmember, other than the Mayor and Mayor Pro Tempore, to serve temporarily as acting Mayor Pro Tempore in the Mayor Pro Tempore's absence.
- C. The Mayor Pro Tempore and acting Mayor Pro Tempore, when occupying the office of the Mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the Mayor Pro Tempore and acting Mayor Pro Tempore, while so acting, are as binding upon the Council and upon the Town as if done by the Mayor.

(Ord. _____ § 2, 2023.)

SECTION III

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

SECTION IV.

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 V.

This Charter Ordinance shall be passed by a two-thirds vote of all members of the governing body and shall be published once each week for two consecutive weeks in a newspaper for general circulation of the city. This Ordinance shall not take effect until the sixtieth day after its final passage. If prior to the sixtieth day, a petition signed by a number of qualified electors of Jackson, equaling at least ten percent (10%) of the number of votes cast at the last general municipal election, shall be filed in the office of the Town Clerk, demanding that this ordinance be submitted to referendum, then this ordinance shall not take effect unless approved by a majority of the electors voting thereon. Such referendum election shall be called within thirty (30) days and held within ninety (90) days after the petition is filed.

PASSED 1ST READING THE 5th DAY OF JUNE, 2023.

PASSED 2ND READING THE ____ DAY OF ____, 2023.

PASSED AND APPROVED THE ____ DAY OF ____, 2023.

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 Charter Ordinance 1G was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ and _____ days of _____, 2023.

I further certify that the foregoing Charter Ordinance was duly recorded on Page _____ of Book of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE N

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE NO. 1300 AND JACKSON MUNICIPAL CODE SECTION 2.04.070 REGARDING VICE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Ordinance No. 1300 and Jackson Municipal Code Section 2.04.070 are hereby repealed.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE 5th DAY OF JUNE 2023.
PASSED 2ND READING THE ____ DAY OF ____ 2023.
PASSED AND APPROVED THE ____ DAY OF ____ 2023.

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 _____, 2023.

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

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1300; AND SECTION 2.04.060 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING EXCUSED ABSENCES AND VACANCY PROCEDURES FOR TOWN COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1300; and Section 2.04.060 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.060 Excused absences; vacancies; procedure for filling.

- C. *Filling a vacancy in the office of Mayor.* If the office of Mayor is declared vacant, the procedure for appointment to fill such vacancy shall include at a minimum:
1. The Mayor Pro Tempore, or in their absence, the acting Mayor Pro Tempore, shall at a regular or special meeting of the Town Council, call for nominations from the Council to determine who among them shall fill the office of Mayor until the next general election. Each Councilmember is limited to one nomination.
 2. The Mayor Pro Tempore, or in their absence, the acting Mayor Pro Tempore, shall then call for a motion to vote on the member of the governing body who will fill the office of Mayor. The governing body shall select the Mayor by successive votes, if necessary, until one of the nominees receives a simple majority of the votes.
 3. The member selected to fill the Mayoral vacancy will be required to resign their Council office when sworn in as Mayor.

(Ord. _____ § 1, 2023; Ord. 1300 § 1, 2021).

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 5th DAY OF JUNE 2023.

PASSED 2ND READING THE ____ DAY OF ____ 2023.

PASSED AND APPROVED THE ____ DAY OF ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

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 _____, 2023.

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

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 571, 943, 947, AND 1228; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 579; AND SECTIONS 12.08.040, 12.08.045, AND 12.08.380 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONSTRUCTION MANAGEMENT PLANS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of the Town of Jackson Ordinance Nos. 571, 943, 947, and 1228; Section 2 of the Town of Jackson Ordinance No. 579; and Sections 12.08.040, 12.08.045, and 12.08.380 of the Town of Jackson Municipal Code are hereby amended and reenacted as follows:

12.08.040 - Encroachment Permit—Required.

- A. An Encroachment Permit is required:
 - 1. To construct public infrastructure improvements such as, but not limited to, sidewalk, boardwalk, curbs, gutters, telecommunication facilities, utilities and/or street paving within any street;
 - 2. To dig up, break, excavate, tunnel, undermine, or in any manner break up any street;
 - 3. To make or cause to be made any excavation in or under the surface of any street for any purpose;
 - 4. To place, deposit, or leave upon any street any earth or other excavated material, construction supplies, equipment, dumpsters or materials obstructing or tending to interfere with the free use of the street;
 - 5. To move an existing house, building, or structure on or over any street;
 - 6. To occupy any street, sidewalk or any parking space for the purposes of construction, excavation, tunneling, tree removal/care, snow removal from structures, or storage of materials or for activities which would facilitate such.
- B. No Encroachment Permit to occupy any street travel lane, sidewalk, or parking space for the purposes for which an Encroachment Permit is required shall be issued for the time period between and including June 15 and September 25 of each calendar year for properties which are entirely within the area described as follows: beginning at the intersection of North Jackson Street and West Gill Avenue southward along Jackson Street to Hansen Avenue then eastward along Hansen to Willow Street then northward along Willow to East Gill Avenue then westward along Gill to North Cache Street then northward along Cache to Mercill Avenue then westward along Mercill to North Millward Steet then south along Millward to West Gill Avenue then westward along Gill to the point of beginning, except for reasons which the Public Works Director deems are: 1) unavoidable on the part of the Applicant; 2) for the purposes of routine maintenance, or 3) acceptable pursuant to an approved construction plan and/or staging plan as set forth in Section 12.08.045 below.

(Ord. _____ § 1, 2023; Ord. 1228 § 1, 2019; Ord. 947 § 1, 2009; Ord. 571 § 1, 1996).

12.08.045 -Construction management plan.

- A. Purpose. The purpose of this section is to require submission and approval of construction management plans for certain construction projects in order to coordinate, communicate, and manage the temporary effects of construction activity on surrounding residents, businesses, and traffic in the community.
- B. Applicability. This section applies to all construction sites and development projects in the Town of Jackson that require a permit (Building, Grading, Encroachment, PROW, or Other) to construct and any one or more of the following:
 - 1. Utilization of the public way for construction and/or staging.
 - 2. Utilization of private off-site locations for construction and/or staging.
 - 3. Utilization of a crane.
- C. Construction management plan required. A construction management plan is required and must be approved by the Town Manager, or their designee, prior to permit issuance for all construction sites and development projects to which this section applies.
- D. Construction management plan compliance. The approved construction management plan must be complied with at all times beginning with permit issuance and concluding with the expiration date in the construction management plan.
- E. Required Contents of construction management plan. The required contents of construction management plans shall be established by the Town Manager, or their designee, consistent with

the purpose set forth in Section 12.08.045.A and shall be set forth in the form provided by the Town.

- F. Maintenance of construction management plan.
 - 1. Following approval, the construction management plan shall be kept on the project site and be produced upon request by the Town for the duration of the project construction.
 - 2. No revisions or changes to an approved construction management plan may be implemented prior to approval of said revisions or changes by the Town Manager, or their designee.
 - 3. When necessary to best effectuate the purpose of this Chapter, the Town Manager, or their designee, is authorized to modify the construction management plan.
- G. Eminent domain. Nothing herein shall be deemed or construed to impair or affect, in any way or to any extent, any right the Town may have to acquire the property of the ROW-user through the exercise of the power of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, any power of eminent domain the Town may have with respect to any facility, system or property, or to alter in any way the interest the Town may have in any ROW, easements, or other property over which a construction site and development project may be placed.

(Ord. _____ § 1, 2023; Ord. 947 § 1, 2009; Ord. 579 § 2, 1997).

12.08.380 - Inspections—Enforcement.

The Town Public Works Department and Town Building Department shall make such inspections as are reasonably necessary in the enforcement of this Chapter and shall have the authority to promulgate and cause to be enforced such rules and regulations as may be reasonably necessary to enforce and carry out the intent of this Chapter.

- A. No release of the surety bond required under Section 12.08.080 shall take place without the prior approval of the Town Manager, or their designee.

(Ord. _____ § 1, 2023; Ord. 943 § 1, 2009; Ord. 571 § 1, 1996).

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 5th DAY OF JUNE 2023.

PASSED 2ND READING THE ____ DAY OF ____ 2023.

PASSED AND APPROVED THE ____ DAY OF ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2023.

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

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: June 26, 2023

RE: Town Manager's Report

Snow King Resort Master Association (SKRMA) Annual Report

As part of the Snow King Resort Master Plan approval the Resort is required to provide the Town an annual report to ensure compliance with specific Master Plan requirements. The 2023 Report has been submitted on time and the Resort is in compliance with all requirements, staff has attached it to the Town Manager's Report for the public and Council's information.

Buildings Upgrade Prize

Staff are working with Energy Conservation Works and the Jackson Hole Climate Action Collective to craft an application for the Buildings Upgrade Prize (Grant) with the support of Sustainable Strategies. If awarded, Energy Conservation Works will manage the \$400,000 award, which will be used to reduce energy costs for households and organizations through energy efficiency upgrades in affordable housing units and buildings that house social service organizations, such as childcare facilities, assisted living facilities, group homes, and shelters. The grant application is due July 18th, and awards will be announced in September. There is no match funding required. Upon approval of this Town Manager report, staff will move forward with the application for this grant.

Wyoming Energy Authority State Energy Program 2023 Grant Opportunities

Every year, the U.S. Department of Energy's State Energy Program (SEP) provides funding and technical assistance to states to enhance energy initiatives and increase affordability. This includes a Local Government Retrofit grant to complete energy efficiency retrofits in public buildings and parks. The grant is for up to \$25,000 and requires a 10% match. Incentives from Bonneville Power Administration that are administered through Lower Valley Energy may be used to support some of the required match. All upgrades will result in reduced energy costs. Staff intends to apply for funding, with the help of Sustainable Strategies, to complete a lighting upgrade project in Town Hall and support energy efficiency upgrades in Town Hall and other buildings. The funding will be applied towards projects that are in current or upcoming work plans. Upon approval of this Town Manager report, staff will move forward with the application for this grant.

TextMyGov

The Town is launching a new communication tool called “TextMyGov.” This tool will help the Town continue to inform, educate, and engage community members. Texts have a 98% open rate. Ninety percent of texts are read within seconds of receipt while 21% is an optimal open rate for emails. Across the United States, 97% of households have cell phones so texting, which reaches audience both with and without internet access (1 in 5 U.S. households do not have internet access), is an ideal way to reach a majority of our community.

WHAT IS ‘TEXTMYGOV’?

- TextMyGov is a communication service that will serve as a channel for the Town to push out information to community members. ‘TextMyGov’ uses a mobile phone's regular messaging service to relay information to community members who opt-in. No need for an application! As we incorporate use of this tool into the Town’s macro communications plan, we will also be able to have community members text into Town, which will roll out in coming months. To start, people will be able to opt-in to the three groups below for notices and updates (more department or division-specific groups will be added as we go) by texting one of the following to 91896.
 - “Jackson” for general notifications
 - “JacksonEspanol” for general notifications in Spanish
 - “JacksonCouncilMeetings” for updates about Council meetings

HOW WILL THE TOWN ROLL-OUT THIS NEW COMMUNICATION TOOL?

- Internal email notification to staff about this new platform with list of groups to opt into to start.
- Message out to 600 community members already signed-up for notifications through the Town’s website.
- Eblast to 3,700 community members detailing how to sign-up for notifications.
- Social media posts on Instagram, Facebook, and Twitter.
- “News Flash” posted on the Town’s website.
- Post about signing up to Voices JH network to reach Spanish speaking and immigrant segments of community.
- Flyers posted around Town highlighting how to opt-in.

Town of Jackson Annual Report from SKRMA
Checklist

Due Date: 06/15/23
Period: 04/15/22 - 04/15/23

☒	A. Phasing plan compliance
☒	B. Confirmation that the SKRMA fee has been collected
☒	C. The current balance of the SKRMA Fee fund
☒	D. The current balance of the Reserved SKRMA Fund
☒	E. A list of the categories of expenditures that over the previous April 15 to April 15 year period the SKRMA fee has been spent on within the Resort District.
☒	F. SKRMA Board composition and contact information.
☒	G. Status of the SKRMA organization with the Secretary of State.
☒	H. The current SKRMA membership and contact information.
☒	I. Any irregular avalanche control the previous ski season.
☒	J. Confirmation of whether the ski lifts operated an average of 49/hours a week for the previous ski season.
☒	K. Information regarding the private shuttle service, if provided and if not, the financial contribution SKRMA made to START the previous year,
☒	L. Information on special events with the Resort District which have more than 200 guested including, but not limited to, the number of events, the location of each event, any complaints received from neighbors outside the Resort District, an the type of event.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

A. Phasing plan compliance

SKRMA is in compliance with the Phasing Plan listed in Condition 9 of the 2020 TOJ Master Plan Amendment.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

B. Confirmation that the SKRMA fee has been collected

As HOA Director for Snow King Resort, I , April Bolden, hereby confirm that the SKRMA Fee has been collected for the period of April 15 2022 to April 15 2023. Please note, there is one short term rental license that has not yet sent in their quarterly payment. They have made payment arrangements & SKRMA anticipates receiving their missing form & payment. The payment will be reflected in section C & D once the funds have been received.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

C. The current balance of the SKRMA Fee fund

\$336,265.11 is the balance of the SKRMA Fee Fund as of 4/30/23. This balance includes funds in the amount of \$1,000.00 which were paid by Snow King Mountain Resort in order to open the bank account.

D. The current balance of the Reserved SKRMA Fund

\$502,711.71 is the balance of the Reserved SKRMA Fund as of 4/30/23. This balance includes funds in the amount of \$2,500.00 which were paid by Snow King Mountain Resort in order to open the bank account.

\$	336,265.11	SKRMA Fee Fund (1% Account)
	502,711.71	Reserve SKRMA Fund
\$	<u>838,976.82</u>	Total for both accounts

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

- E. A list of the categories of expenditures that over the previous April 15 to April 15 year period the SKRMA fee has been spent on within the Resort District.

Check Number	Date Issued	Amount	Vender	Reference
1002	05/03/22	15,000.00	Jackson Hole Public Art	12 chairs reinstalled as swings & benches
1004	09/13/22	2,657.56	Jackson Hole Acquisition Group LLC	PF periphery road allocation (2018 Q2 - 2020 Q1)
1005	09/07/22	3,007.35	Badger Daylighting Corp.	Storm Drain Issue
Transfer	10/10/22	3,870.00	Hunt Construction	Asphalt Patch Snow King Loop Road
1011	10/14/22	35,000.00	Snow King Mountain Resort	Concert Sponsorship
1012	11/21/22	2,895.00	DBR, Inc dba Macy's Services	Storm Drain Issue
1013	12/30/22	15,000.00	Fireworks West International	Snow King Resort District Fireworks Display
1015	01/10/23	6,950.00	Simpson Patent	Storm Drain Issue
		84,379.91		

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

F. SKRMA Board composition and contact information.

Title		Name	Address	e-mail
President	At-Large Director	Ryan Stanley	PO Box 3520, Jackson, WY 83001	ryan@snowkingmountain.com
Director	At-Large Director	Greg Ogle	PO Box 3520, Jackson, WY 83001	greg@kdgcap.com
Director	At-Large Director	Paul Cherry	PO Box 3520, Jackson, WY 83001	paul@snowkingmountain.com
Director	Non-Residential Director	Sheetal Patel	PO Box 3520, Jackson, WY 83001	drsheelal@patelfamily.com
Director	Non-Residential Director	Dheer Lashkari	PO Box 3520, Jackson, WY 83001	dheer@kdgcap.com
Director	Recreations Director	Max Chapman	PO Box 3520, Jackson, WY 83001	mcc@gardnercmc.com
Director	Residential Director	Harry Dannenberg	PO Box 3520, Jackson, WY 83001	harry.dannenberg1@gmail.com

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

G. Status of the SKRMA organization with the Secretary of State.

Snow King Resort Master Association, a Wyoming Nonprofit Corporation is in existence and in good standing. Enclosed is a copy of the Certificate of Good Standing from the Wyoming Secretary of State web site as of 5/19/23.



Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

H. The current SKRMA membership and contact information.

SKRMA Members	Mailing Address	Contact	Phone	e-mail
Grand View Condominium Association	250 Veronica Ln, PO Box 2228, Jackson, WY 83001	Connie Jones	(307) 733-1684 ext 108	connie@mpmjh.com
Grand View Plaza Condominium Owners' Association	400 E Snow King Ave, PO Box 3520, Jackson, WY 83001	April Bolden	(307) 690-9232	abolden@snowking.com
Jackson 53, LP	4713 W Lovers Ln, Dallas, TX 75209	Bob Liberi	(972) 762-7935	bob@asteadevelopment.com
Jackson Hole Acquisition Group, LLC	400 E Snow King Ave, PO Box 3520, Jackson, WY 83001	Andy Blair	(307) 734-3041	ablair@snowking.com
Jackson Village Acquisition Group, LLC	400 E Snow King Ave, PO Box 3520, Jackson, WY 83001	Andy Blair	(307) 734-3041	ablair@snowking.com
Love Ridge Lodge Homes Condominium Association	250 Veronica Ln, PO Box 2228, Jackson, WY 83001	Wendy Meyring	(307) 733-1684 ext 101	wendy@mpmjh.com
Residences at Love Ridge CA	250 Veronica Ln, PO Box 2228, Jackson, WY 83001	Connie Jones	(307) 733-1684 ext 108	connie@mpmjh.com
Simpson Patent Condominium Association	250 Veronica Ln, PO Box 2228, Jackson, WY 83001	Wendy Meyring	(307) 733-1684 ext 101	wendy@mpmjh.com
Snow King Mountain Resort, LLC	575 S Willow St, PO Box 1846, Jackson, WY 83001	Ryan Stanley	(307) 284-4376	ryan@snowkingmountain.com

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

- I. Any irregular avalanche control the previous ski season.

No "irregular avalanche control" was conducted during the 2022-2023 winter season according to Snow King Mountain Resort General Manager Ryan Stanley.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

- J. Confirmation of whether the ski lifts operated an average of 49/hours a week for the previous ski season.

Ski lifts operated for an average of more than 49 hours per week during the 2022-2023 Winter Season according to Snow King Mountain Resort General Manager Ryan Stanley.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

- K. Information regarding the private shuttle service, if provided and if not, the financial contribution SKRMA made to START the previous year,

Snow King Resort provides a private shuttle service to renters that stay in the Snow King Hotel or in a Condo managed by the Snow King Hotel. Below is more information regarding the shuttle service.

Airport Transportation - Shuttle service between the Snow King Hotel and the Jackson Hole Airport.

Town Transportation - Shuttle service between the Snow King Hotel & designated locations within the Town of Jackson.

Jackson Hole Mountain Resort Transportation - Shuttle service between the Snow King Hotel & the Jackson Hole Mountain Resort in Teton Village during ski season.

Town of Jackson Annual Report from SKRMA

Due Date: 06/15/23

Period: 04/15/22 - 04/15/23

L.

Information on special events within the Resort District which have more than 200 guest including, but not limited to, the number of events, the location of each event, any complaints received from neighbors outside the Resort District, and the type of event.

The only events with over 200 participants during the past year were the World Championship Snowmobile Hill Climb and the Samuel Adams Big Air Event.