Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

September 11, 2023
1:30 PM

County Commission Chambers

Chair: Luther Propst

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/88456898878
If the link does not work, join at zoom.com with Webinar ID **884 5689 8878**
or join by phone **+1 669 900 6833** with Webinar ID **884 5689 8878**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Electeds will not hold discussion or debate these comments. Nor will they make any decisions presented during this time, but rather refer to staff for follow-up. If you would like to communicate with the Electeds during the meeting, please address them during this open public comment, when public comment is called for on a specific agenda item or send an email to council@jacksonwy.gov and commisioners@tetoncountywy.gov.

IV. CONSENT CALENDAR

A. Meeting Minutes
   1. July 17, 2023 Special Joint Information Meeting
   2. August 7, 2023 Special Joint Information Meeting

B. Airport Improvement Grant AIP 77 for the Air Traffic Control Tower Improvements Project

C. Airport Improvement Grant AIP 78 for the Security Screening Checkpoint Project

D. START Joint Powers Agreement

V. EXECUTIVE SESSION

Recess to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii) and pursuant to W.S. §16-4-405(a)(ix) to consider any information classified as confidential by law.

VI. DISCUSSION/ACTION ITEMS

A. Regional Transportation Task Force Update (Charlotte Frei, 30 min)

B. 90 Virginian Lane RFP for Affordable Workforce Housing Development (April Norton, 120 min)

VII. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

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.

Oct JIM - Cow Pasture Ballfields Relocation
Oct JIM - RFP for Affordable & Workforce Housing Development at 90 Virginian Lane (third meeting)
Nov JIM - Wyoming Outdoor Recreation Grant Application Authorization through Resolution
Nov JIM - BUILD Grant Update
Nov JIM - Cooperative Agreement with WYDOT for Reconnaissance Report for Urban Systems Fund Use for Willow/Gill Safe Streets

VIII. 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.

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

JULY 17, 2023 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 10:03 A.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Luther Propst, Chair, Natalia Macker, Vice-Chair, Greg Epstein, Wes Gardner, and Mark Newcomb.

TOWN COUNCIL: Mayor Hailey Morton Levinson, Vice-Mayor Arne Jorgensen, and Jim Rooks. Councilmember Jonathan Schechter joined the meeting at 10:05 A.M., and Jessica Sell Chambers was absent.

STAFF: Maureen Murphy, Tyler Sinclair, Lea Colasuonno, Alyssa Watkins, Keith Gingery and Chalice Weichman.

II. ACTION/DISCUSSION ITEMS

A. 90 Virginian Lane Land Acquisition Suite of Documents

April Norton, Housing Director, presented to the Council and Commission a suite of documents associated with the acquisition of 90 Virginian Lane, and presented for consideration of approval a request to authorize the Teton County Treasurer and Town of Jackson Finance Director to transfer Housing Supply funds to the Housing Authority for the purpose of completing the land acquisition.

Councilmember Schechter joined the meeting at 10:05 A.M.

Public comment was made by Bob Culver and Laura Bonich.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to direct and authorize the Jackson/Teton County Housing Authority Board to execute the following:

- Loan Agreement between Housing Authority and BOKF.
- Housing Authority Specific Purpose Excise Tax 2023 Resolution.
- Intergovernmenta Agreement between Teton County, Wyoming, the Housing Authority, and the Teton County Treasurer.
- Restrictive Covenant Agreement.
- Ground Lease between the Housing Authority and Virginian RV Park LLC.
- Right of First Refusal Agreement between the Housing Authority and the Virginian Lodge LLC.
- Sanitary Sewer Easement Agreement.
- All other documents related to the purchase and sale of 90 Virginian Lane, subject to review by the Teton County Attorney's Office and the Town of Jackson Attorney.

Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Jorgensen to direct and authorize the Jackson/Teton County Housing Authority Board to execute the following:

- Loan Agreement between Housing Authority and BOKF.
- Housing Authority Specific Purpose Excise Tax 2023 Resolution.
- Intergovernmental Agreement between Teton County, Wyoming, the Housing Authority, and the Teton County Treasurer.
- Restrictive Covenant Agreement.
- Ground Lease between the Housing Authority and Virginian RV Park LLC.
- Right of First Refusal Agreement between the Housing Authority and the Virginian Lodge LLC.
- Sanitary Sewer Easement Agreement.
- All other documents related to the purchase and sale of 90 Virginian Lane, subject to review by the Teton County Attorney's Office and the Town of Jackson Attorney.

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

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the Intergovernmental Agreement between Teton County, Wyoming, the Housing Authority, and the Teton County Treasurer. I further move to authorize the Teton County Treasurer to transfer $5.5 million from Fund 17 to the Jackson / Teton County

Housing Authority. Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Rooks to authorize the transfer of $2 million from the Town of Jackson Housing Fund to the Jackson/Teton County Housing Authority. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

ADJOURN

On behalf of the County, a motion was made by Commissioner Epstein and seconded by Macker to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Schechter to adjourn. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting adjourned at 10:12 A.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

____
Luther Propst, Chair

ATTEST:

____
Maureen E. Murphy, County Clerk

TOWN OF JACKSON

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Town Clerk

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

AUGUST 7, 2022 **JACKSON, WYOMING**

The Jackson Town Council met in conjunction with the Teton County Commission in a joint information meeting (JIM) located in the County Commissioner's Chambers located at 200 S. Willow St. at 1:36 P.M.

I. ROLL CALL. Upon roll call the following were present:

COUNTY COMMISSIONERS: Luther Propst, Chair, Natalia Macker, Vice-Chair, Mark Newcomb, Wes Gardner, and Greg Epstein were present.

TOWN COUNCIL: Mayor Hailey Morton Levinson, Vice-Mayor Arne Jorgensen, Jim Rooks, and Jonathan Schechter were present. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Kristi Malone, April Norton, Charlotte Frei, Alyssa Watkins, Paul Anthony, Lea Colasuonno, and Chalice Weichman.

II. PUBLIC COMMENT.

Public comment was given by Gillian Chapman regarding the Bronc Achievement Center and employee housing.
Public comment was given by Katherine Conover-Keller regarding responses to a housing survey.

III. CONSENT CALENDAR.

A. **Meeting Minutes.** To approve the meeting minutes for the July 10, 2023, July 12, 2023, and July 13, 2023 JIM meetings.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Epstein to approve the consent calendar for today's joint information meeting that includes the minutes for the July 10, 2023, July 12, 2023, and July 13, 2023 JIM meetings. Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Jorgensen to approve the consent calendar for today's joint information meeting that includes the minutes for the July 10, 2023, July 12, 2023, and July 13, 2023 JIM meetings. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

IV. MATTERS FOR DISCUSSION

A. **Consideration of RFP for Affordable & Workforce Housing Development at 90 Virginian Lane**

April Norton, Housing Director, presented to the Board for consideration of approval a series of questions related to the future Request for Proposals for Affordable Workforce Housing Development at 90 Virginian Lane ("RFP"). This is the first of at least three meetings at which the Council and Board will provide staff with direction related to the future RFP for 90 Virginian Lane.

90 Virginian Lane is a 5.15-acre parcel of land located within the Town of Jackson. It is currently zoned Neighborhood High ("NH-1") and is one of the few large, mostly vacant parcels of land that is appropriately zoned for affordable workforce housing. The Jackson/Teton County Housing Authority ("JTCHA") purchased this property August 1, 2023 for future affordable workforce housing development. Over the next three months, staff will work with Council, Board, Housing Supply Board, and other stakeholders to create and refine an RFP for the site.

Paul Anthony, Planning Director for the Town, answered questions from the Council and Commission.

The meeting recessed at 3:02 P.M. and reconvened at 3:09 P.M.

No public comment was taken.

On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Newcomb to direct staff to draft a Request for Proposals consistent with the direction provided in this meeting and to present the draft at the September 11, 2023 Joint Information Meeting. Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Rooks and seconded by Councilmember Jorgensen to direct staff to draft a Request for Proposals consistent with the direction provided in this meeting and to present the draft at the September 11, 2023 Joint Information Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried for the Town.

B. Status Update on Regional Transportation Task Force

The Status Update was not heard due to time constraints and will be brought back on a future agenda.

Adjourn. On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Gardner to adjourn. Chair Propst called for a vote. The vote showed all in favor and the motion carried for the County.

On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Jorgensen to adjourn. Mayor Morton Levinson called for a vote. The vote showed all in favor and the motion carried for the Town.

The meeting adjourned at 4:03 P.M.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

____
Luther Propst, Chair

ATTEST:

____
Maureen E. Murphy, County Clerk

TOWN OF JACKSON

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Town Clerk

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Riley Taylor

MEETING DATE: September 11, 2023

SUBJECT: **Grant to Rehabilitate Contract Tower at the Jackson Hole Airport (AIP 77)**

STATEMENT/PURPOSE

FAA has offered the Jackson Hole Airport a Grant Agreement in the amount of $995,000 to “Rehabilitate Contract Tower”.

BACKGROUND/ALTERNATIVES

This is a grant from the Federal Aviation Administration under the Bipartisan Infrastructure Law (“BIL”) Federal Contract Tower (“FCT”) Program. As explained by the FAA, “BIL established the FCT Competitive Grant Program, a competitive discretionary grant program, which provides $20 million in grant funding annually for five years (Fiscal Years 2022-2026) to sustain, construct, repair, improve, rehabilitate, modernize, replace or relocate nonapproach control towers; acquire and install air traffic control, communications, and related equipment to be used in those towers; and construct a remote tower certified by the FAA including acquisition and installation of air traffic control, communications, or related equipment.” 87 Fed. Reg. 67,741 (Nov. 9, 2022).

The Airport responded to the FAA’s Notice of Funding Opportunity in December 2022. The FAA issued its final selections in March 2023. JAC was one of 33 airports selected for FY23 grant funding.

The project description from the FAA selection is as follows: “This project replaces the voice switch, voice recorder, equipment consoles, and radios that have reached the end of their useful life. Tower infrastructure improvements include engine generator, diesel boilers and controls replacement to enhance energy efficiency, as well as roof replacement and adding an external catwalk access to improve personnel safety.”

The BIL FCT grants do not require a local match. However, as a practical matter, the project cost will exceed the amount of the BIL FCT grant. The Airport Board separately has secured a grant from the State of Wyoming Aeronautics Division in the amount of $166,667.

The Airport Board initiated a competitive solicitation and selected Wadman Corporation to perform the work. The Airport Board awarded the contract to Wadman at the Board Meeting on August 23, 2023. The maximum contract liability is $2,145,279, of which $995,000 will be funded from the BIL FCT grant, $166,667 from the WYDOT Aeronautics grant, and the remainder from Airport funds.

As a co-sponsor of the BIL FCT grant, the Town and County are agreeing to the following:
1. The period of performance is four years from grant acceptance (Grant Condition 2)
2. May not spend the funds for ineligible or unallowable costs (Grant Condition 3)
3. The final amount provided by FAA will be based on final audit of the total amount of allowable project costs (Grant Condition 5)
4. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor (Grant Condition 9)
5. Must comply with air and water regulations (Grant Condition 14)
6. Must comply with all federal financial reporting requirements (Grant Condition 15)

7. Must comply with all Buy American and Build America, Buy American ("BABA") requirements (Grant Conditions 16 and 17; Special Condition 36)
8. The thirty-nine standard Grant Assurances apply to BIL FCT grants.
9. Grant Condition 26 provides, "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."

COMPREHENSIVE PLAN 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.

STAKEHOLDER ANALYSIS

The Jackson Hole Airport Board approved this grant at its August 23, 2023 special meeting. The Town of Jackson is expected to approve this grant at the Special Joint Information Meeting on September 11, 2023.

FISCAL IMPACT

Jackson Hole Airport Board will have to fund the difference between the overall cost and the BIL FCT and WYDOT Aeronautics grants.

STAFF IMPACT

30 minutes to prepare meeting materials

LEGAL REVIEW

Keith Gingery and Lea Colasuonno

ATTACHMENTS

County Resolution
Town Resolution

RECOMMENDATION

To adopt the proposed Resolution, authorizing the Jackson Hole Airport Board to receive grant funding.

SUGGESTED MOTION

County: I move adoption of the proposed Resolution, and approval of the FAA Grant Agreement to Rehabilitate Contract Tower with the FAA obligation under the grant being a maximum of $995,000.

Town: I move adoption of Resolution 23-16, and approval of the FAA Grant Agreement to Rehabilitate Contract Tower with the FAA obligation under the grant being a maximum of $995,000.

RESOLUTION NO. 23-0XX

TETON COUNTY, WYOMING BOARD OF COUNTY COMMISSIONERS APPROVAL OF GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION

Grant No. 3-56-0014-077-2023

September 11, 2023

The Board of County Commissioners of Teton County, Wyoming, hereby finds as follows:

WHEREAS, Teton County and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202 and § 16-1-105; and

WHEREAS, the Jackson Hole Airport Board is authorized to receive certain grants from the Federal Aviation Administration ("FAA") from time-to-time for planning and/or improvements to the Jackson Hole Airport (the "Airport"); and

WHEREAS, FAA has notified the Jackson Hole Airport Board that the below referenced grant offer for planning and/or improvements to the Airport has been made, in the maximum amount of Nine Hundred Ninety-Five Thousand Dollars ($995,000); and

WHEREAS, approval and acceptance by Teton County, the Town of Jackson and the Jackson Hole Airport Board, each as a co-sponsor under FAA requirements, are all required before any FAA grant will be made; and

WHEREAS, the Teton County Board of County Commissioners desires as a co-sponsor to approve and accept such grant in such amount, and to authorize the appropriate officers of Teton County to execute the associated grant agreement, in the form annexed hereto as **Exhibit A**.

NOW, THEREFORE, it is resolved by the Teton County Board of County Commissioners, in open and public meeting as follows:

1. Teton County, as a co-sponsor, hereby approves and accepts FAA Grant Number 3-56-0014-077-2023 in the maximum amount of Nine Hundred Ninety-Five Thousand Dollars ($995,000) and in the form annexed hereto as **Exhibit A**, for the purpose of rehabilitating the air traffic control tower.

2. The Board of County Commissioners of Teton County hereby designate and approve the Chair of the Teton County Board of County Commissioners to execute said Grant Agreement on behalf of the Board, and ratifies and approves any such execution whether made before or after the date of this Resolution.

Adopted by the Board in open and public meeting this 11th day of September, 2023.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

By:____
Luther Propst, Chairman

Attest:

____
Maureen Murphy, Teton County Clerk

Exhibit A

3-56-0014-077-2023

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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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 the Bipartisan Infrastructure Law (BIL) – Federal Contract Tower (FCT) Project No. 3-56-0014-077-2023 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.

<u>You may not make any modification to the text, terms or conditions of the grant offer.</u>

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 **<u>same day or after</u>** 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 **September 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,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

**U.S. Department
of Transportation
Federal Aviation
Administration**

FY 2023 FAA CONTRACT TOWER PROGRAM GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**	
Airport/Planning Area	Jackson Hole Airport	
FAA Contract Tower Program Grant Number	3-56-0014-078-2023	[Contract No. DOT-FA23NM-XXXX]
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 24, 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 and Improve Contract Tower

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on November 9, 2022.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); 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 100% 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 $XXXXXX.

   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
   $XXXXXX for airport development; 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. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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.**

   a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.

   b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.

   c. 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.

   d. 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 September 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 BIL 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, subject to the availability of Federal funds, 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 American.** 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:

    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 BIL (Public Law 117-58), 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. **BIL Funded Work Included in a PFC Application.** Within 120 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 OIG'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. **<u>Co-Sponsor</u>.** 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. **<u>Prohibited Telecommunications and Video Surveillance Services and Equipment</u>.** 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. **<u>Critical Infrastructure Security and Resilience</u>.** 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.

29. **<u>Pre-Award Authority</u>.** The State or Sponsor, as applicable, understands that all project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable, only if certain conditions under 49 U.S.C. § 47110(c) are met.

SPECIAL CONDITIONS

30. **<u>Agency Agreement.</u>** 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.

31. **<u>Final Project Documentation.</u>** 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.

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 described by 49 U.S.C. § 47106(a)(6).

33. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

34. **Airport – Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment;

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

35. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

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.

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

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(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 **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2: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, **{{N_es_:signer3: fullname}}**, 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 **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}**

(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 **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title }}**

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

{{N_es_:signer5:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5:title }}

(Title of Sponsor's Attestation)

[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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer6: fullname}}**, 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.[2]

Dated at **{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[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.

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 **{{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}**

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer7:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer7:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer7:title }}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer8:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

{{N_es_:signer8:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8:title }}

(Title of Sponsor's Attestation)

[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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer9: fullname}}**, 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 **{{DateTime_es_:signer9:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es_:signer9:signature:dimension(height=12mm, width=70mm)}}**

(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 Public Law 117-58, Division J, Title VIII, 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]

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. § 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 (Pub. L. 109-282, as amended by section 6202 of Pub. 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 Opportunity[1]

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 Construction[1]

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 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 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 aviators 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.

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, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

   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, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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., or Public Law 117-58, Division J, Title VIII 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 a Bipartisan Infrastructure Law 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 BIL projects as of May 24, 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, 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.

TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 23-16

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
REHABILITATE CONTRACT TOWER
GRANT NO. 3-56-0014-077-2023

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 Contract Tower" at the Airport in the maximum amount of $995,000, 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 Grant Number 3-56-0014-077-2023 in the maximum amount of $995,000 for the purpose of "Rehabilitate Contract Tower", as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of September 2023.

TOWN OF JACKSON, WYOMING

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Riley Taylor, Town Clerk

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Riley Taylor

MEETING DATE: September 11, 2023

SUBJECT: **Grant to Rehabilitate and Expand Terminal Building at the Jackson Hole Airport (AIP 78)**

STATEMENT/PURPOSE

FAA has offered the Jackson Hole Airport a Grant Agreement in the amount of $2,652,740 to "Rehabilitate and Expand Terminal Building".

BACKGROUND/ALTERNATIVES

This is a grant from the Federal Aviation Administration under the Bipartisan Infrastructure Law ("BIL") Airport Infrastructure Grants ("AIG") Program. AIG funding is allocated on the basis of passenger enplanements, like entitlement funds under the traditional Airport Improvement Program. AIG Allocated funds may be used for the same types of airport-related projects as may be funded by Passenger Facility Charges (as defined in 49 U.S.C. § 40117(a)(3)), which includes certain terminal development projects.

The maximum federal share for this BIL AIG Allocated grant is 93.75 %.

In March 2023, FAA awarded BIL AIG Allocated grant funds to the Airport in Grant No. 3-56-0014-73-2023, to rehabilitate and expand the terminal building. The additional funding under consideration will continue to reimburse the Airport for its costs to expand the security screening checkpoint. That project is now complete. Among other things, the expansion was designed to cut down on passenger wait times and make the Terminal Building ready to accommodate the next generation of TSA screening equipment.

As a co-sponsor of the BIL AIG Allocated grant, the Town and County are agreeing to the following:

1. The period of performance is four years from grant acceptance (Grant Condition 2)
2. May not spend the funds for ineligible or unallowable costs (Grant Condition 3)
3. The final amount provided by FAA will be based on final audit of the total amount of allowable project costs (Grant Condition 5)
4. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor (Grant Condition 9)
5. Must comply with air and water regulations (Grant Condition 14)
6. Must comply with all federal financial reporting requirements (Grant Condition 15)
7. Must comply with all Buy American and Build America, Buy American ("BABA") requirements (Grant Conditions 16 and 17; Special Condition 33)
8. The thirty-nine standard Grant Assurances apply to BIL AIG Allocated grants.
9. Grant Condition 26 provides, "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."

COMPREHENSIVE PLAN 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.

STAKEHOLDER ANALYSIS

The Jackson Hole Airport Board approved this grant at its August 23, 2023 special meeting.

FISCAL IMPACT

Jackson Hole Airport Board will have to fund the difference between the overall cost and the BIL AIG Allocated grant.

STAFF IMPACT

30 minutes to prepare meeting materials

LEGAL REVIEW

Keith Gingery and Lea Colasuonno

ATTACHMENTS

County Resolution
Town Resolution

RECOMMENDATION

To adopt the proposed Resolution, authorizing the Jackson Hole Airport Board to receive grant funding.

SUGGESTED MOTION

County: I move adoption of the proposed Resolution, and approval of the FAA Grant Agreement to Rehabilitate and Expand Terminal Building with the FAA obligation under the grant being a maximum of $2,652,740.

Town: I move adoption of Resolution 23-17, and approval of the FAA Grant Agreement to Rehabilitate and Expand Terminal Building with the FAA obligation under the grant being a maximum of $2,652,740.

RESOLUTION NO. 23-0XX

TETON COUNTY, WYOMING BOARD OF COUNTY COMMISSIONERS
APPROVAL OF GRANT AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION

Grant No. 3-56-0014-078-2023

September 11, 2023

The Board of County Commissioners of Teton County, Wyoming, hereby finds as follows:

WHEREAS, Teton County and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202 and § 16-1-105; and

WHEREAS, the Jackson Hole Airport Board is authorized to receive certain grants from the Federal Aviation Administration ("FAA") from time-to-time for planning and/or improvements to the Jackson Hole Airport (the "Airport"); and

WHEREAS, FAA has notified the Jackson Hole Airport Board that the below referenced grant offer for planning and/or improvements to the Airport has been made, in the maximum amount of Two Million Six Hundred Fifty-Two Thousand Seven Hundred and Forty Dollars ($2,652,740); and

WHEREAS, approval and acceptance by Teton County, the Town of Jackson and the Jackson Hole Airport Board, each as a co-sponsor under FAA requirements, are all required before any FAA grant will be made; and

WHEREAS, the Teton County Board of County Commissioners desires as a co-sponsor to approve and accept such grant in such amount, and to authorize the appropriate officers of Teton County to execute the associated grant agreement, in the form annexed hereto as **Exhibit A**.

NOW, THEREFORE, it is resolved by the Teton County Board of County Commissioners, in open and public meeting as follows:

1. Teton County, as a co-sponsor, hereby approves and accepts FAA Grant Number 3-56-0014-078-2023 in the maximum amount of Two Million Six Hundred Fifty-Two Thousand Seven Hundred and Forty Dollars ($2,652,740) and in the form annexed hereto as **Exhibit A**, for the purpose of rehabilitating and expanding the Airport terminal building.

2. The Board of County Commissioners of Teton County hereby designate and approve the Chair of the Teton County Board of County Commissioners to execute said Grant Agreement on behalf of the Board, and ratifies and approves any such execution whether made before or after the date of this Resolution.

Adopted by the Board in open and public meeting this 11th day of September, 2023.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

By:____
Luther Propst, Chairman

Attest:

____
Maureen Murphy, Teton County Clerk

Exhibit A

3-56-0014-078-2023

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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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 the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-56-0014-078-2023 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

<u>You may not make any modification to the text, terms or conditions of the grant offer.</u>

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 **<u>same day or after</u>** 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 **September 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,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**	
Airport/Planning Area	Jackson Hole Airport	
Airport Infrastructure Grant Number	3-56-0014-078-2023	[Contract No. DOT-FA23NM-XXXX]
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 February 28, 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 and Expand Terminal Building

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); 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 % 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 $XXXXXXX.

   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
   $ XXXXXXX for 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), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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, 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, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("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 September 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 BIL 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, subject to the availability of Federal funds, 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 American.** 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 BIL (Public Law 117-58), 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. **<u>Trafficking in Persons</u>.**

   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. **BIL Funded Work Included in a PFC Application.** Within 120 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. **<u>Co-Sponsor</u>.** 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. **<u>Prohibited Telecommunications</u>.** 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.

SPECIAL CONDITIONS

28. **<u>Agency Agreement.</u>** 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.

29. **<u>Final Project Documentation.</u>** 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.

30. **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.

31. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the terminal building included in the project must not exceed 93.4 percent of the actual cost of the entire building.

32. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

33. **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.

34. **Useable Unit of Work for Companion Grants.** This grant funds a portion (57.0%) of the project. The sponsor agrees that it will accept a companion grant offer, 3-56-0014-073-2023, to fund the remaining portion (43.0%) of the project. The sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

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

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(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 **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2: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, **{{N_es_:signer3: fullname}}**, 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 **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(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 **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

{{N_es_:signer5:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5:title }}

(Title of Sponsor's Attestation)

[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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer6: fullname}}**, 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.[2]

Dated at **{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[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.

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 **{{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}**

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:signer7:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer7:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer7:title }}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:signer8:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

{{N_es_:signer8:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8:title }}

(Title of Sponsor's Attestation)

[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.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer9: fullname}}**, 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 **{{DateTime_es_:signer9:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es_:signer9:signature:dimension(height=12mm, width=70mm)}}**

(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 Public Law 117-58, Division J, Title VIII, 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. § 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 (Pub. L. 109-282, as amended by section 6202 of Pub. 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 Opportunity[1]
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 Construction[1]
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 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 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 aviators 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.

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, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

   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, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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., or Public Law 117-58, Division J, Title VIII 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 a Bipartisan Infrastructure Law 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 BIL projects as of February 28, 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, 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.

TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 23-17

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
REHABILITATE AND EXPAND TERMINAL BUILDING
GRANT NO. 3-56-0014-078-2023

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 and Expand Terminal Building” at the Airport in the maximum amount of $2,652,740, 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 Grant Number 3-56-0014-078-2023 in the maximum amount of $2,652,740 for the purpose of “Rehabilitate and Expand Terminal Building”, as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of September 2023.

TOWN OF JACKSON, WYOMING

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Riley Taylor, Town Clerk

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: START **PRESENTER:** Bruce Abel and Tyler Sinclair

MEETING DATE: September 11, 2023

SUBJECT: **START Joint Powers Agreement (JPA)**

STATEMENT/PURPOSE

The purpose of this item is to present the Jackson Town Council ("Council") and Teton County Board of County Commissioners ("Commissioners") the final, updated draft of the joint powers agreement ("JPA") for the Southern Teton Area Rapid Transit ("START") system.

BACKGROUND/ALTERNATIVES

On December 5, 2022, the Council and Commissioners met to discuss the JPA establishing START. At that time, staff presented both review of the history of START and the JPA (and its three amendments), as well as the START Board's requested changes to the JPA, and the elected bodies directed staff bring back two documents:

1. An amended and restated JPA (which is the original JPA and its three amendments incorporated in one document), and
2. A redline of the amended and restated JPA with both i) the START Board's requested changes and ii) staff's recommended changes.
3.

Staff did so at the July 10, 2023 JIM, at which time the Council and Commissioners directed staff to make the recommended changes and bring back a final draft for approval.

Since the July 10, 2023 JIM, the Town Attorney sent the draft Amended and Restated JPA to the State Attorney General's Office for review and approval. In that process three items of note came to light:

- The Attorney General's Office noted and redlined a couple, minor typos (capitalization and a spelling error).
  - These have been accepted and the corrections made.
- The Attorney General's Office noted the Agreement does *not* include "details about the Board meeting to elect a chairman, vice-chairman, secretary and treasurer; that board members shall not receive compensation (but shall be reimbursed for travel/per diem); and that the board shall meet at least once every three months." They further noted that these are "not specifically required to be spelled out in the agreement (as they are not listed in 16-1-105(b)), we do see language accounting for those requirements in most joint powers agreements that our office reviews. I will leave it up to you whether to add any clarifying language to that effect."
  - The Town Attorney conferred with Deputy County Attorney Gingery and both concluded, given these details are not required to be in the Agreement, but most are in the START Bylaws, they would be left out of the Amended and Restated Agreement.
- The Town Attorney noticed on final review that one additional sentence should be removed. Specifically, one sentence states that the Council and Commissioners will each appoint one member of their body to serve as an ex-officio non-voting member of the START Board.
  - The Town Attorney noted this is not how the Council and Commissioners currently operate and conferred with Deputy County Attorney Gingery, who both concur that this should thus be removed from the final document. This would remove the obligation by the Town and County to

appoint representation but would allow the Town and County to manage engagement with the Board per their individual practices as deemed appropriate.

COMPREHENSIVE PLAN ALIGNMENT

Section 2. Climate, Sustainability through Energy Conservation

- Principle 2.3- reduce energy consumption through transportation. Transportation accounts for approximately 80% of the total carbon emissions in the community.

Section 7. Multimodal Transportation

- Principle 7.1- Meet future transportation demand through the use of alternative modes. Alternative Transportation means a transportation system that includes transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicle travel for many trips.
- Principle 7.2. Create a safe, efficient, interconnected muti-modal transportation network.

STAKEHOLDER ANALYSIS

Given START is the Town/County's and region's public transportation system, stakeholders are the general public.

FISCAL IMPACT

The fiscal impact of adopting this final revised JPA has a minor impact.

STAFF IMPACT

Staff spent approximately 30+ hours reviewing and evaluating past and proposed documents and compiling this staff report and associated recommendations. This additional step of bringing the final version to the Council and Commissioners, prior to which the Town Attorney coordinated with the Attorney General's Office, required an additional 8 hours of staff time.

LEGAL REVIEW

Colasuonno and Gingery

ATTACHMENTS

Staff's final draft of the Amended and Restated JPA.

RECOMMENDATION

Staff recommends the Council and Commission adopt the Amended and Restated JPA, attached to this staff report that:

1. Includes the minor changes from Attorney General's Office;
2. Does not include the optional additional noted by the Attorney General's Office;
3. Removes the sentence regarding Council and Commission assigning ex-officio members.

SUGGESTED MOTION

Town:

I move to approve the Amended and Restated JPA, attached to this staff report, and authorize the Mayor to execute the necessary documents, including any minor corrections by staff.

County:

I move to approve the Amended and Restated JPA, attached to this staff report, including any minor corrections by staff.

AMENDED AND RESTATED AGREEMENT ESTABLISHING JACKSON-TETON COUNTY
JOINT POWERS TRANSIT SYSTEM

This Agreement is entered into effective the _______ day of ___________, 2023, by and between Teton County, Wyoming, a political subdivision of the State of Wyoming (hereinafter referred to as "County"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, (hereinafter referred to as "Town"), (collectively the ''Parties").

WHEREAS, Wyoming Statute §16-1-102, *et seq.* (the Wyoming Joint Powers Act) and its predecessor statutes provide that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally vested in them; and

WHEREAS, the Wyoming Joint Powers Act provides in part that Wyoming counties and municipalities may enter into and operate, under a joint powers agreement, transportation facilities as set forth in §16-1-104(c)(v) Wyoming Statutes; and

WHEREAS, pursuant to said §16-1-104(c)(v), and § 18-2-108 Wyoming Statutes, as amended, counties and municipalities may enter into agreements to operate transportation system facilities; and

WHEREAS, if they do so, they may appoint a board to manage and supervise such systems and facilities; and,

WHEREAS, the Town and County have determined that there is a need within Teton County, the Town of Jackson, and the surrounding region, for a transit system providing transportation to residents and visitors; and

WHEREAS, in furtherance of meeting this need in accordance with statutory authorization, the Town and County have purchased buses and constructed bus stops and plan to purchase non-motor vehicle alternative transportation devices; and

WHEREAS, pursuant to §31-18-103 Wyoming Statutes, when such buses, described therein are owned and operated by the Town and /or County, they are exempt from regulation under Wyoming Statutes §§ 31-18-104, 31-18-209, 31-18-301 and 31-18-304; and

WHEREAS, the Town and County have operated a transportation system and facilities pursuant to a Joint Powers Agreement executed on July 7, 1992, which expired; and

WHEREAS, the Town and County continued cooperative operation of the Southern Teton Area Rapid Transit (START) system pursuant to a subsequent Joint Powers Agreement, entered into on September 4, 2001, which Agreement was amended three times; and

WHEREAS, this Agreement amends, restates, and supersedes that certain Joint Powers Agreement, entered into on September 4, 2001, and all subsequent amendments thereto, by and between the Town and County.

NOW, THEREFORE, both Parties having resolved to do so in a meeting duly assembled, and in consideration of the foregoing and of the cooperation to be had between the Parties and the performance of the promises contained herein, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to establish procedures and responsibilities for the joint and cooperative undertaking of the Town and County in establishing and operating a transit system providing transportation between various points within the Town of Jackson, Wyoming, other unincorporated areas of Teton County, Wyoming, and the surrounding region in accordance with applicable laws.

2. Duration/Amendments. This Agreement shall commence on the date of approval by the Wyoming Attorney General following its adoption and approval by the Parties, and shall continue until terminated upon the adoption of resolutions of dissolution by the Parties. Any amendments to this Agreement shall be effective only upon the mutual execution of an amending document, and approval by the Wyoming Attorney General.

3. Name. The project established by this Agreement shall be known as the "Southern Teton Area Rapid Transit ("START") System."

4. Board. There is hereby created a Board to consist of an odd number of not fewer than five (5) members, who shall be qualified electors of Teton County and whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board in this Agreement. All members shall be appointed by joint appointment by the Board of County Commissioners of Teton County, Wyoming and the Town Council of the Town of Jackson, Wyoming. The terms of the current appointees are staggered terms of various numbers of years. Hereafter, appointments for a full term shall be for three (3) year staggered terms. Pursuant to § 1-23-107 Wyoming Statutes, as amended, the Board members shall not be individually liable for any actions, inactions, or omissions of the Board, except for their intentional torts or illegal acts. All members shall be required to take an oath of office similar to that for elected officials in the State of Wyoming. Members of the Board may be removed and replaced by action of the Agency appointing the member or by the joint action of the Parties in the case of those who were jointly appointed. Removal by mutual agreement by such agencies shall occur only after notice to the Board member to be removed and the opportunity for a hearing on the issue of removal before a joint meeting of the two (2) governing bodies.

5. Delegation of Authority for the Management and Supervision of Property and Programs. The Board is hereby delegated the authority to manage and supervise the transit system described herein, within the approved annual budget and operating plan, as well as all related equipment. Such authority specifically includes the routing and scheduling of bus services, establishing fares, advertising, and seasonal adjustments to bus services within the operating plan and budget submitted by the Board and approved by the Parties. Any actions that would reasonably be expected to result in material changes to the approved operating plan or the approved Budget, shall be pre-approved by the Parties. The Board shall not be required to seek approval of any action that is reasonably necessary to comply with applicable law or regulation.

6. Interest of The Parties in Property, Facilities and Equipment. The following property shall be owned as follows: a) the Stilson Transit Center and the real estate upon which it is situated is owned by the County, b) the START facility located at 55 Karns Meadow Drive and the real estate upon which it is situated is owned by the Town, c) buses shall be owned by the party to whom they are registered, d) all other transportation

vehicles and any non-motor vehicle alternative transportation devices shall be owned by the Town, and e) any miscellaneous property, whether real or personal, not otherwise assigned herein shall be owned by the Town.

7. Financing and Budget. The Town and County shall each finance joint and cooperative undertaking by the appropriation by each Party based upon the percentage of the most current census utilized by the State of Wyoming in making sales tax distributions to the Town of Jackson and Teton County. Each Party's financial obligation may be financed from any legal source, including, by excise, sales, or other taxation, or in-kind contributions. The Board is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this Agreement. In addition, the Board is specifically authorized to cooperate with either of the Parties, or any other agency of the State of Wyoming or authorizations from or through those agencies. In addition to the foregoing, the Board may provide for and collect user charges and fees for the purpose of funding the transit system. In addition to the foregoing, the Town is specifically authorized to acquire and maintain reserve funds for START operations and the Town and County each reserve the right to withdraw or withhold funding at any time they shall determine that funds from other available sources, together with the reserve funds, are sufficient for the operation and maintenance of the system contemplated by this Agreement.

8. Budget and Operating Plan. The fiscal year of the Board shall be July 1 to June 30th of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than the current budget deadline each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to the nature and extent of any proposed capital projects or expenditures. The operating plan shall also include any policy changes or deviations directed by both Parties that will affect the final Budget. The Board will provide the Parties with reports detailing its activities and expenditures on seasonal basis. Upon approval of a START budget by the Town and County, the Board shall not be required to seek subsequent approval of expenditures from these agencies so long as the Board does not exceed the approved Budget; provided, however, that funds related to operational expenditures may be reallocated within budget items so long as such reallocation does not violate applicable state law and Town fiscal policies. Notwithstanding the foregoing, the Board shall be required to comply with all applicable procurement procedures established by the Town.

9. Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and take advantage of established fiscal, personnel, insurance and other arrangements, the transit system department shall operate utilizing Town personnel policies, Town fiscal management and auditing, Town retirement and health and medical insurance, and Town casualty and personal liability insurance, etc. The final approved budget of the transit system department shall be within the Town's budget and the Town shall be responsible for performing all required audits and reporting to appropriate agencies.

Within the foregoing constraints, the day-to-day supervision and management of the transit system shall be under the administration of the Board. Obligations that would reasonably be expected to cause a material deviation from the approved Budget or the approved operating plan cannot be undertaken without the approval of both of the Parties.

No capital projects may be undertaken and no unbudgeted capital expenditures may be incurred without the prior approval of both Parties.

10. Funding and Contracts. The Board shall, in carrying out the purposes, duties and functions set forth herein, have the authority to contract with organizations providing services or funding needed to carry out the purposes of this Agreement within the approved Budget, operating plan, and policies approved by the Parties for each year. All contracts with such organizations shall be approved, in advance, by the Town Attorney and County Attorney.

11. START Employees. The Jackson Town Manager shall hire and terminate the Transit Director with the advice and input from the Board. The management, supervision, direct report, and discipline of the Transit Director shall be with the Jackson Town Manager. The Jackson Town Manager shall conduct a performance review annually of the Transit Director with input from the Board. The hiring, dismissal, discipline, and management of START employees shall be the responsibility of the Transit Director, pursuant to the Town of Jackson Personnel Policies.

12. Termination and Dissolution. This Agreement may be terminated with one hundred twenty (120) days' notice by the approval of a resolution of dissolution by either of the governing bodies of the Parties hereto. No Party may adopt a resolution to terminate this Agreement or its obligations hereunder if the effect of the adoption would violate the provisions of the Act or cause or constitute a breach of any contract pursuant hereto. In the event of such termination, any Property belonging to one of the Parties which provided the Property to or for the use of the Board shall revert to and be the sole and separate property of that Party.

13. Prior Agreements. This Agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements between the parties with respect to the Jackson-Teton County Joint Powers Transportation Project, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management and operation of a transit system and facilities in the Town of Jackson, Teton County, and surrounding region.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the day and the year first above written.

Board of County Commissioners of Teton, County Wyoming

By: ___________________________
Luther Propst, Chair
Chair Board of County Commissioners

Attest:___________________________
Maureen E. Murphy, Clerk

Town of Jackson, Wyoming

By: ___________________________
Hailey Morton Levinson
Mayor

Attest:_____________________________
Riley Taylor, Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

In accordance with Wyo. Stat.§ 16-1-105(a)(ii), this Agreement Establishing Jackson-Teton County Joint Powers Transit System was reviewed and the Attorney General determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this ____ day of ___________, 2023.

____
Bridget Hill, Attorney General
State of Wyoming

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: County Administration **PRESENTER**: Charlotte Frei

MEETING DATE: September 11, 2023

SUBJECT: Regional Transportation Task Force Update

STATEMENT/PURPOSE

The purpose of this item is for the Town Council and County Commission to:

1. Hear an update regarding the Regional Transportation Task Force discussions to date, and
2. Discuss the implications of regional functions on local functions and transportation planning/organization.

BACKGROUND/ALTERNATIVES

The Integrated Transportation Plan (technical update adopted December 2020) recommended formation of a Regional Transportation Planning Organization (RTPO). The initial phase of the RTPO was to be funded by Town and County to provide continuing, cooperative, and comprehensive transportation planning within Teton County. The recommendation of forming an RTPO was based on Federal legislation permitting their formation (MAP-21, 23 CFR 450, 2015). The authorizing legislation for RTPOs was modeled on the functions of Metropolitan Planning Organizations (MPOs) which are Federally-required bodies in areas over 50,000 residents meeting population density thresholds. One intent of RTPOs is to collaborate with State DOTs to ensure the Long-Range Transportation Plan (LRTP) and the Statewide Transportation Improvement Program (STIP) reflect the goals and objectives of local governments. Forming an RTPO provides **no additional funding** to a non-metropolitan region to conduct **optional** planning processes. In states where RTPOs have been successfully formed, the State DOT plays a significant role in supporting and encouraging cooperation with non-metropolitan regions through these RTPOs. State DOTs and MPOs are also concerned that the formation of RTPOs will divert funding they rely on for planning activities to those new RTPOs since Federal law has not created new appropriations to support RTPOs. For these reasons, staff recommended against pursuing an RTPO but proposed to form a Regional Transportation Task Force to explore needs and governance alternatives to meet those regional needs.

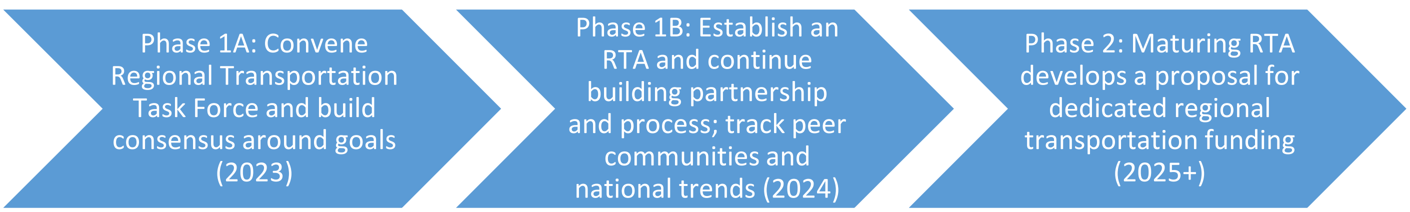
The motion passed on October 3, 2022 read:

> *To direct staff to convene a Regional Transportation Task Force, amended to include TVA and START, for the calendar year 2023 that will accomplish the below and regularly report back to the Council and Commission on its progress:*
>
> *1. Identify, study, and provide recommendations for developing regional transportation plans in general accordance with state and federal regulations and policies;*
> *2. Build regional partnerships with neighboring counties, WYDOT, relevant Federal agencies, and community stakeholders;*
> *3. Develop a recommended outline of a JPA;*
> *4. Identify the structure for partnerships with other entities, including their role in the decision-making process, and develop a recommended outline of necessary agreements with those entities; and*

5. Establish initial procedures to ensure general compliance with state and federal regulations and coordination across Town and County departments.
6. Convene a citizens' advisory committee composed of organizations including but not limited to existing Joint Powers Boards, Resort Districts, and NGOs in task force discussions.

For the October 3, 2022 JIM staff report, staff wrote "Staff recommends that developing regional governance for transportation would begin with solidifying County and Town procedures and partnerships in Phase 1A. This process then allows several years to develop and deepen partnerships with Federal agencies, regional partners, and peer gateway communities. The **ultimate goal of transportation planning is to deliver quality, lasting transportation infrastructure; building partnerships and staff capacity to support existing and anticipated operations is needed to support that goal.** During Phase 1B, staff anticipates moving forward with a [Regional Transportation Authority (RTA) or Joint Powers Authority (JPA)], while allowing flexibility in Phase 1A to refine parameters of the charter.

Figure 1. Summary of Timeline for Phases 1A, 1B and 2



The initial phase will result in building partnerships and organizational capacity to lead the next phase of transportation planning and project implementation. Based on lessons learned over the first two years, the parties could choose to establish an RTA or pursue Federal-designation of a planning and contracting entity."

The conversations of the Task Force have to date validated this 'phased approach' quoted above, and the meetings to date have aligned with the goal of Phase 1A to build consensus around goals. The Task Force has also begun to establish processes for identifying regional needs (Phase 1B).

Based on the first three meetings of the Regional Transportation Task Force, the group is interested in continuing to meet but not interested in forming a new organization or ceding local decision-making to a regional body. The key findings/updates to date are indicated in **Table 1**.

Table 1. Updates regarding Items from BCC/Council Motion

Item from Motion	**Staff Update/Finding**
Convene a Regional Transportation Task Force that will accomplish the below and regularly report back on progress.	A. Task Force has had 3 meetings and will have 2 more. The group is interested in continuing to meet and provide a formal, cooperative structure for improved and sustained regional collaboration on transportation issues.
1. Identify, study, and provide recommendations for developing regional transportation plans in general accordance with state and federal regulations and policies;	B. The group should initially pursue priority activities focused on the regional network and regional issues. Through a group prioritization exercise, the following **priority** functions emerged by attendees through indicating whether the Task Force should lead, partner or not do each activity:

2. *Build regional partnerships with neighboring counties, WYDOT, relevant Federal agencies, and community stakeholders;*	a. Develop a regional transportation project/needs list (19 lead, 0 partner, 0 not do) b. Develop a regional transportation plan (18-0-0) c. Lead Federal Lands Access Program (FLAP) Coordination (15-10-1) d. Create and manage a Citizen's Advisory Committee (12-2-0) e. Transportation Demand Management Plan Development (10-4-0) f. Develop Technical Travel Trends/Data (9-3-1) **Based on this finding, staff recommends the regional entity focus on these functions in the next 1-2 years while formalizing regional partnerships.**
3. *Develop a recommended outline of a JPA;*	C. The group would be interested in a working agreement, but believes a more formal document such as a charter or Memorandum of Understanding could slow progress. The current mood is to continue to meet and collaborate under a straightforward charter that would allow all parties (particularly WYDOT, ITD, and Federal agencies) to participate while the phased approach in **Figure 1** continues to develop. Staff will continue to explore the language of a working agreement and eventual charter with the Task Force.
4. *Identify the structure for partnerships with other entities, including their role in the decision-making process, and develop a recommended outline of necessary agreements with those entities; and*	D. See above (C.) Staff will draft an initial working agreement for Task Force consideration at a 2023 meeting. Because the group has generally agreed to meet quarterly in 2024, additional structure might emerge as the group matures.
5. *Establish initial procedures to ensure general compliance with state and federal regulations and coordination across Town and County departments*	E. The Task Force has identified functions that would be appropriately led by a regional entity versus those which should stay local. **See additional discussion below this table.**
6. *Convene a citizens' advisory committee composed of organizations including but not limited to existing Joint Powers Boards, Resort Districts, and NGOs in task force discussions.*	F. An initial 'Citizen's Advisory Committee' (CAC) informational meeting was held on June 26. Staff is planning a Fall 2023 meeting to gauge interest and potential structure for a CAC that would meet twice to four times yearly to discuss regional transportation ideas, goals, and needs.

Through the Task Force's work to date, there emerged functions where peers and partners on the Task Force see a clear benefit to leading together as a region (the **priority** activities in Finding B in the chart above), functions to revisit as the group matures (partnership or divided/undecided activities), and functions that should remain local for practical/implementation purposes.

Two specific elements that are recommended in the ITP, Chapter 6 but which the Task Force was **ambiguous** on the regional versus local role included:

1. Create and Manage a Transportation Policy Committee (8 lead, 6 partner, 3 not do). The ITP identified a Policy Committee for an RTPO which would be advisory to the County Commission, Town Council, and WYDOT District 3 and composed of Two Members of the BCC, two members of Town Council, and one local citizen. In general, policy committees in other regions are comprised of elected or appointed officials from all member jurisdictions (similar to Wyoming's Joint Powers Boards). Staff suspects this is an item that could be addressed at a future time as relationships and partnerships mature.
2. Absorb the Jackson Hole Community Pathways Program and promote alternative transportation (1 lead, 8 partner, 7 do not do).

Through the Task Force conversations and the RTPA's ongoing work in other areas, there also emerged clear gaps or challenges in local transportation planning, design, funding, and delivery where the Regional Transportation Task Force is not interested in engaging on a local level. Examples where there are gaps include Traffic Impact Studies and mitigation measures; safety studies; sub-area transportation plans and transportation Master Plans; Americans with Disabilities Act (ADA) transition planning; travel data collection, management, and 'warehousing'; Travel Demand Management (TDM) programs and mitigation measures; advising on Land Development Regulations and modern transportation design standards; pursuing transportation-related legislation; and pursuing grants for coordinated capital projects. While the RTPA and other staff work on these areas on a regular basis, there is a lack of coordination and ability to influence transportation aspects of Town and County Planning and Public Works priorities. No single transportation department or division executes transportation planning, project prioritization, construction and design oversight, and project delivery.

The ITP has a chapter regarding an RTPO (Chapter 6), but did not discuss how local transportation planning, design, funding, and delivery of the active transportation, transit and capital projects should be accomplished beyond describing a first-stage RTPO for improving coordination. The RTPO structure recommended in the ITP had more in common with a Federally-authorized single-purpose body than a Town/County joint department. **Task Force conversations have highlighted which functions should remain local, and staff will need additional direction on how local transportation planning, design, funding, and project delivery should be accomplished to achieve the Town and County's transportation goals, independent of the region's goals and desired functions.**

Given the above background, staff has two questions for discussion today:

Key Question #1: Based on the feedback to date, what are Teton County and Town of Jackson goals in continuing a regional transportation dialogue?

The goals as expressed on October 3, 2022 included making progress on the following:

1. *Identify, study, and provide recommendations for developing regional transportation plans in general accordance with state and federal regulations and policies;*
2. *Build regional partnerships with neighboring counties, WYDOT, relevant Federal agencies, and community stakeholders;*
3. *Develop a recommended outline of a JPA;*
4. *Identify the structure for partnerships with other entities, including their role in the decision-making process, and develop a recommended outline of necessary agreements with those entities; and*
5. *Establish initial procedures to ensure general compliance with state and federal regulations and coordination across Town and County departments.*
6. *Convene a citizens' advisory committee composed of organizations including but not limited to existing Joint Powers Boards, Resort Districts, and NGOs in task force discussions.*

The Task Force has focused on building consensus as a region on what a regional entity should or could do as relates to these six goals. The October 3, 2022 motion did not include any language regarding funding transportation services, plans, or programs. Staff notes that item 5 above can be pursued and achieved through local (Town and County) coordination as opposed to regionally.

Is there interest in adding to the six goals listed above or further emphasizing existing goals, or are the existing goals still appropriately reflective of the BCC and Council's priorities?

Staff recommendation: Staff recommends continuing to meet as a Regional Transportation Task Force in 2024 and focus any regional efforts on the priority functions the Task Force identified (Finding B in **Table 1** above) as follows:

1. Develop a regional transportation project/needs list (19 lead, 0 partner, 0 not do)
2. Develop a regional transportation plan (18-0-0)
3. Lead Federal Lands Access Program (FLAP) Coordination (15-10-1)
4. Create and manage a Citizen's Advisory Committee (12-2-0)
5. Transportation Demand Management Plan Development (10-4-0)
6. Develop Technical Travel Trends/Data

Staff recommends generating a simple working agreement for the Task Force, focused on these priorities, that would establish a working agreement among the parties through calendar year 2024 but not require signatures (see Findings C and D in the table above). Additional recommendations may emerge from the two remaining meetings with the Task Force in September and October 2023.

Key Question #2: What do Town Council and BCC need to know to answer the following policy question: "How should local (Town and County) transportation planning, design, funding, and project delivery be organized?"

The scope of the RTPO as called for in the ITP sought to address local *and* regional transportation plan coordination. Based on these initial conversations with the Regional Transportation Task Force, staff's impression is that the region is not interested in collectively establishing an entity to fulfill all the functions discussed above or in the ITP. Specifically, the Task Force did not indicate an interest in absorbing the Jackson Hole Community Pathways Program nor in leading mode-specific or local transportation plans (*e.g.*, airport, transit, Pathways/active transportation, and subarea plans would remain local). At the same time, some of the areas where the region is interested in engaging would generate 'economies of scale' in terms of local staff time that serves the Town, County and broader region; these areas include developing a regional plan, regional travel/trends data, and a Travel Demand Management Plan. As noted above, there are numerous local needs to manage the transportation impacts of development including the following example functions:

1. Establishing parameters for Traffic Impact Studies/Assessments (TIS or TIAs) and reviewing developer-submitted TISes for conformity;
2. Developing and maintaining the travel demand model and Town/County traffic model to evaluate development impacts
3. Developing, adopting, and enforcing Town and County Land Development Regulations (LDRs) related to multimodal transportation;
4. Developing, monitoring, and enforcing Travel Demand Management Plans and Programs;
5. Collecting, evaluating, and warehousing local travel data and planning products;
6. Identifying and strategically pursuing grants for local (Town and County) transportation projects;
7. Establishing routine network and subarea planning processes (e.g. supporting START and Pathways, parking evaluation, Northern South Park transportation planning).
8. Developing and executing ADA transition plans across publicly owned and operated facilities and customer service functions

Current processes generally involve staff (from both Public Works departments, RTPA, Pathways Coordinator, and START Bus) serving on Plan Review Committees (PRCs) but there are limited requirements or LDRs to embed staff's recommendations into plan development, and land use/site design is a significant driver of travel behavior.

Non-mutually exclusive alternatives for local transportation organization, to achieve the goals of the ITP and Comprehensive Plan, include but are not limited to:

1. A dedicated Town Transportation Department
2. A dedicated County Transportation Department
3. A Joint Transportation Department
4. A Regional Transportation Authority (per Wyoming statute)
5. Embedding transportation planning functions (such as 1-7 above) within existing Planning and Public Works departments through appropriate LDRs, Traffic Impact Studies, and other processes
6. Develop clear procedures for integrating transportation planning and design activities with existing department processes, standards, and approvals.

Staff Recommendation: Staff recommends meeting with department directors including but not limited to Town Planning, County Planning, Town Public Works, County Public Works, START Bus, and Pathways to discuss alternatives for integrating local transportation planning, design, funding, and delivery within the Town and County organization(s). Staff seeks initial guidance on the information the electeds need, and staff anticipates returning with a policy recommendation at a future JIM.

COMPREHENSIVE PLAN ALIGNMENT

The guiding vision and chapter goal for Multimodal Transportation (Chapter 7) of the Comprehensive Plan is:

Travel by walk, bike, carpool, or transit will be more convenient than travel by single-occupancy vehicle.

Chapter 7 of the Comprehensive Plan Principles include:

> "*Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit and micromobility infrastructure*",
> "*Principle 7.2 – Reduce greenhouse gases from vehicles to below 2012 levels*", and
> "*Principle 7.3 – Coordinate transportation planning regionally.* The Town and County do not have jurisdiction over all components of the transportation network, and so we must lead coordinated efforts to achieve our transportation goals. Various Federal, State, local government, and non-governmental entities fund and manage pieces of the transportation system into and within the community. Coordinating the efforts of all of these entities with the land use efforts of the community is the only way we can meet our transportation and ecosystem stewardship goals."

These principles guide transportation planning in Teton County and the Town of Jackson, and therefore they guide the organizational structure, goals and functions of our leadership and participation in the Task Force.

STAKEHOLDER ANALYSIS

The Regional Transportation Task Force is comprised of the following individuals and organizations:

Name	**Organization**	**Title**
Jason Wilmot	Bridger Teton National Forest	Forest Service Ranger, Moran WY
Tom Brown	Caribou Targhee National Forest	Assistant Forest Engineer-Roads
Doug Self	City of Driggs, Idaho	Community Development Director, City of Driggs

Name	Organization	Title
Jeremy Besbris	City of Victor, ID	City Administrator
Elijah Henley	FHWA Central Federal Lands	Central Federal Lands, Transportation Planning Team Lead
Maureen Gresham	FHWA Idaho Division	Planning and ROW Program Manager
Richard Duran	FHWA WY Division	Technical Services Supervisor & Statewide Planner; FHWA | Wyoming Division
Rusty Mizelle	Grand Teton National Park	Chief of Facility Management
Wade Allen	Idaho Transportation Department, District 6	ITD Manager of Planning and Materials
Dustin Havel	Jackson Hole Airport	Assistant Director of Operations
Robert Davis	Lincoln County WY	Planning Director
Bruce Abel	Southern Teton Area Rapid Transit (START)	START Director
Jeness Saxton	Sublette County	Sublette County Administrator
Charlotte Frei	Teton County Wyoming and Town of Jackson, WY	Regional Transportation Planning Administrator
Jade Krueger	Teton County, ID - Teton County Planning Dept	Planning Administrator
Eric Green	Town of Alpine, WY	Mayor, Town of Alpine
Abram (Abe) Pearce	Town of Pinedale	Director of Public Works
Melissa Turley	TVA ISD	Executive Director, Teton Village Association ISD
Roxanne Bash	Western Federal Lands	Western Federal Lands, Transportation Planning Team Lead
Jeffrey Brown	WYDOT District 3	Teton County Area Liaison
Mark Wingate	WYDOT Planning	State Planning Engineer
Christina White	Yellowstone National Park	Chief of External Affairs & Partnerships; Yellowstone National Park

FISCAL IMPACT

Staff has employed a consultant to serve as a neutral facilitator for the Task Force for a cost not to exceed $144,350 across FY 2023 and FY 2024 (adopted by both Town and County). Staff and the consultant are working together to stay within that budget to complete the Task Force process, and staff is confident we will achieve the scope of work at or under budget. The fiscal impact of the Key Questions listed above is not known.

STAFF IMPACT

The Regional Transportation Planning Administrator (RTPA) work plan includes up to 300 hours in FY 2024 on “Regional Governance”. These 300 hours include serving as staff representative for the Regional Transportation Task Force and Project Manager for the overall Task Force process, as well as carrying out priority recommendations of the Task Force within the limits of the RTPA job description.

LEGAL REVIEW

Gingery, Colasuonno

ATTACHMENTS

JIM Regional Transportation Task Force Update PowerPoint Presentation

RECOMMENDATION

Two Task Force meetings remain in September and October 2023. Overall, staff recommends we carry out those meetings and, based on the consensus of the group at the conclusion of the October 2023 meeting, bring any refined recommendations, draft working agreement (Key Question #1) and/or policy questions to the JIM following October 2023. Regarding Key Question #2, staff recommends bringing a recommendation to a future JIM meeting based on the discussion today and the findings of the Joint Town/County Funding Committee process.

SUGGESTED MOTION

Teton County:

I move to direct staff to bring additional information and recommendations regarding regional transportation planning and local transportation organization to a future JIM meeting.

Town of Jackson: Same motion.

Regional Transportation Task Force Update

Charlotte Frei, PhD, PE

Joint Information Meeting

September 11, 2023

Background/Information

1. ITP Direction
2. Staff and peer interviews
3. October 3, 2022 JIM motion
4. Ongoing conversations with staff and Task Force

October 3, 2022 JIM Motion

To direct staff to [convene a Regional Transportation Task Force] for the calendar year 2023 that will accomplish the below and regularly report back to the Council and Commission on its progress:

1. Identify, study, and provide recommendations for developing regional transportation plans in general accordance with state and federal regulations and policies;
2. Build regional partnerships with neighboring counties, WYDOT, relevant Federal agencies, and community stakeholders;
3. Develop a recommended outline of a JPA;
4. Identify the structure for partnerships with other entities, including their role in the decision-making process, and develop a recommended outline of necessary agreements with those entities; and
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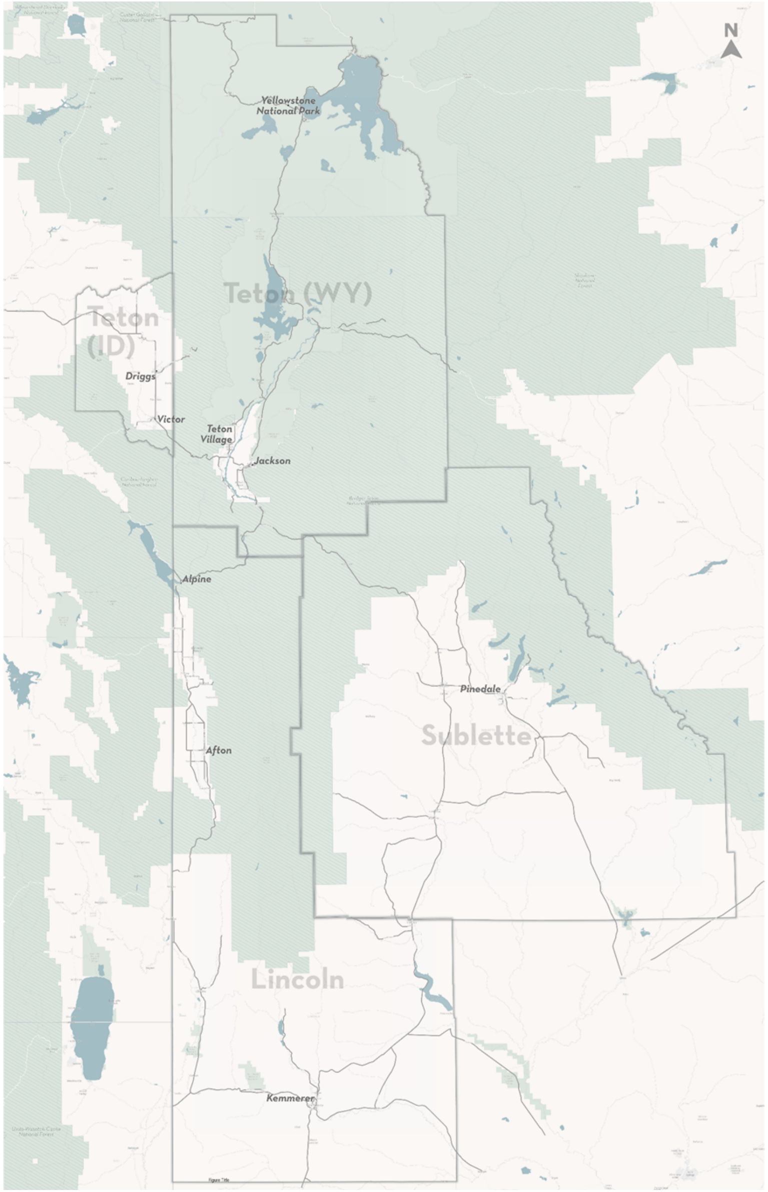
6. Convene a citizens' advisory committee composed of organizations including but not limited to existing Joint Powers Boards, Resort Districts, and NGOs in task force discussions.



Task Force Participation

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Jason Wilmot	Bridger Teton National Forest	Forest Service Ranger, Moran WY
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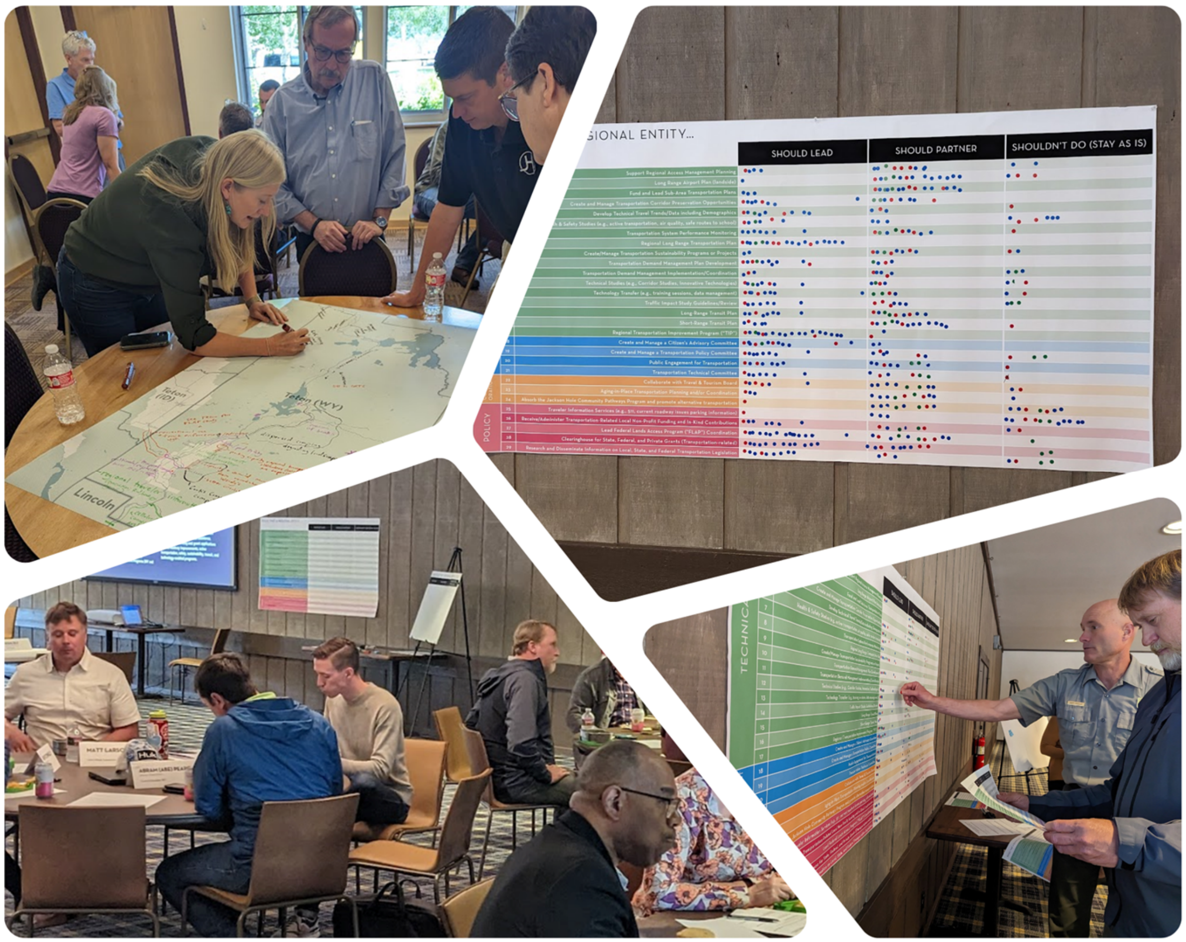

Task Force Process

1. Invited participants March 2023
2. Hired independent, neutral facilitator for the process
3. Held 3 Task Force meetings in May and June
4. Hosted 1 Citizens meeting in June
5. Remaining meetings:
    1. Task force 9/12 and 10/18
    2. Citizens/public engagement in Fall 2023

FACILITATION PROCESS *Subject to change*

ONE-ON-ONES
with members of the Regional Transportation Task Force

REGIONAL TRANSPORTATION TASK FORCE
1
MAY 5, 2023
MEETING

Purpose: Regional Transportation Goals

OUTCOMES:
- *Reach a consent on the needs & opportunities*
- *Draft goals for a regional transportation entity*

UPDATE
elected officials on the process

REGIONAL TRANSPORTATION TASK FORCE
2
JUNE 2, 2023
MEETING

Purpose: Desired Functions of a Regional Transportation Entity

OUTCOMES:
- *Decide what should stay local/regional*
- *Reach a consent on what the task force wants a regional transportation entity to do*

REGIONAL TRANSPORTATION TASK FORCE
3
JUNE 26, 2023
MEETING

Purpose: Partnership Agreement Framework

OUTCOMES:
- *Determine regional transportation needs*
- *A draft outline of JPA or partnership agreement*

CITIZENS ADVISORY COMMITTEE
A
JUNE 26, 2023
MEETING

Purpose: Update and inform

INITIAL DRAFT
JPA or partnership agreement outline

REGIONAL TRANSPORTATION TASK FORCE
4
SEPTEMBER 15, 2023
MEETING

Purpose: Decision-Making Process & Representation

OUTCOMES:
- *A draft JPA or partnership agreement*
- *Proposed partnership structure*

REVISED DRAFT
JPA or partnership agreement & review by municipal and county attorneys

CITIZENS ADVISORY COMMITTEE
B
(DATE TBA)
MEETING

Purpose: Update on the draft JPA or partnership agreement

REGIONAL TRANSPORTATION TASK FORCE
5
OCTOBER 18, 2023
MEETING

Purpose: Long-Range Planning, Performance Measures, & Funding

OUTCOMES:
- *Funding options*
- *Long-range plan & prioritization framework*
- *Revised JPA or partnership agreement & an agreement to present to elected officials of each jurisdiction*

FINAL DRAFT
JPA or other partnership agreement

Task Force Developed Goals/Strategies

Top Desired Functions

1. Regional projects/needs list
2. Regional plan
3. Lead FLAP coordination
4. Create and manage a Citizen's Advisory Committee
5. TDM Plan Development
6. Develop technical travel trends/data

Discussion Question 1 of 2

- Based on feedback to date, what are Teton County and Town of Jackson goals in continuing a regional transportation dialogue?

Establishing regional transportation **goals and priorities**.

Understanding the transportation **funding** landscape, leveraging existing resources, and strategically pursuing new sources.

Creating efficient **partnerships** (people, expertise, data, and technical assistance) to support transportation planning and services.

Promoting **sustainable access** to natural, scenic, and recreation resources and supporting the local **economy** through regional transportation planning.

6. REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Continuing, Cooperative, Comprehensive

OVERVIEW

The Town of Jackson and Teton County will establish, staff and provide funding for a Regional Transportation Planning Organization (RTPO). During the first stage of implementation, the RTPO will provide transportation planning and coordination services to the Town and County. During the second stage of implementation, the role of the RTPO will be expanded to include development and implementation of a regional transportation program funded from new revenue sources. In the event of federal legislation passes authorizing rural equivalents to MPOs or similar authority for rural transportation planning and prioritization, the RTPO would take on that role as well.

INITIAL MOBILIZATION - ITP IMPLEMENTATION LEAD

Creation of an RTPO, as described in this chapter, will take time to accomplish. Even the first stage, below, will require at least a few months to accomplish. A key barrier to progress on this important regional priority is the fact that no individual is directly responsible for taking the lead on the many details that must be addressed in RTPO establishment. And, meanwhile, there would be no individual responsible for taking the lead on the ITP Action Plan in Chapter 7.

The Town and County will work together to establish, and share the costs of, a fulltime "ITP Implementation Lead" with the responsibilities set forth below. This could be a staff position at the Town or the County, an individual contractor, or an individual provided by a consulting firm. The individual selected for this role will be an experienced transportation planning professional with the ability to initiate complex actions and coordinate the transportation efforts of the Town, County and Wyoming DOT. The ITP Implementation Lead will work closely with the "full-time TDM Coordinator" described in Chapter 4. The two roles are separate, but closely related.

BENEFITS OF AN RTPO

- Establish a routine, structured setting for the Town, County and WYDOT to propose, evaluate and prioritize projects (all modes) for inclusion in the State Transportation Improvement Program (STIP).
- Improve coordination of transportation planning and design projects (e.g. future PEL studies, roadway design, etc.) between the Jackson Hole region and the State of Wyoming.
- Provide capability for routine public transit planning, including service planning, capital planning and grant applications, as well as long-term strategic planning.
- Provide capability for routine, ongoing Transportation Demand Management program.
- Provide a framework for coordination with Teton

Discussion Question 2 of 2

What do Town Council and BCC need to know to answer the policy question:

"How should local (Town and County) transportation planning, design, funding, and project delivery be organized?"

Discussion: Typical Functional Categories

- Transportation Engineering
- Transportation Planning
- Regional Planning includes typical local planning, plus:
    - Government relations
    - Community engagement
    - Legislative affairs
    - Resilience and other issues on a regional scale
- Transportation/Mobility Services
    - Parking Division
    - Transit Divisions/Departments
    - Pathways and Active Transportation
    - Travel Demand Management program

TETON COUNTY WYOMING

BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Joint Housing **PRESENTER**: April Norton, Housing Director

MEETING DATE: September 11, 2023

SUBJECT: **90 Virginian Lane Request for Proposals – Development Program Review**

STATEMENT/PURPOSE

Today, Town Council ("Council") and Board of County Commissioners ("Board") will review the first draft of the Development Program in the Request for Proposals for Affordable Workforce Housing Development at 90 Virginian Lane ("RFP"). This draft only includes the first two sections of the RFP; in October the Board and Council will review the remaining sections. This is the second of at least three meetings at which the Council and Board will provide staff with direction related to the future RFP for this site.

BACKGROUND/ALTERNATIVES

The Jackson/Teton County Comprehensive Plan directs the Town and County to maintain Town as the Heart of the Region; emphasize a variety of housing types; develop Transitional Subareas; house at least 65% of the workforce locally; focus housing subsidies on full-time, year-round workers; provide housing that is consistent with Character Districts; and create workforce housing to address shortages. The Housing Action Plan directs the Town and County to strategically provide land as public subsidy and use development partnerships to build more housing for our local community.

90 Virginian Lane is a 5.15-acre parcel of land located within the Town of Jackson. It is currently zoned Neighborhood High ("NH-1") and is one of the few large, mostly vacant parcels of land that is appropriately zoned for affordable workforce housing. The Jackson/Teton County Housing Authority ("JTCHA") purchased this property August 1, 2023 for future affordable workforce housing development.

On August 7, 2023, Board and Council provided staff with direction on 10 of 11 key questions presented. Since that time, staff have worked to draft an RFP for future affordable workforce housing development at the site and today seek feedback and direction from Board and Council on the draft and the remaining policy questions related to the development.

1) Confirm Overall Project Goals

90 Virginian Lane was purchased using Housing Supply funds (SPET, mitigation fees, general fund allocated to Housing Supply) and it is assumed the primary goal for the site is to develop a new affordable workforce housing neighborhood in Midtown.

The RFP states:

> *A competitive response to the RFP will propose a highly livable and inclusive new neighborhood for local workers and their families. The high-level approach to this site includes a focus on creating as many homes for local workers and their families as possible; leaning into multimodal transportation by enhancing connectivity and encouraging alternative modes of transit; building a mixed-income neighborhood that provides both rental and ownership opportunities and creates community by providing spaces for people to come together; and leveraging professional development and financing expertise through a public-private partnership model.*

2) Confirm Land Use & Zoning

The site is currently zoned NH-1, which allows for multifamily residential development up to three stories in height. At the August JIM, staff asked:

1. Is there interest in allowing nonresidential development at the site?
2. Is there interest in allowing a fourth story of development at the site?

Board and Council were generally in favor of allowing some nonresidential uses and a fourth story of development. To accomplish this, staff recommends a text amendment to the NH-1 zone that would allow for a fourth story and some nonresidential uses, not to exceed 15% of the overall development potential, on contiguous sites that are at least 2 acres.

In the draft RFP, land use and zoning are addressed as follows:

> *Land Use & Zoning*
>
> *As previously stated, the site is zoned NH-1. According to the Town Land Development Regulations (LDRs), the general intent of NH-1 zoning is to "provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment."*
>
> *Buildings can be up to four stories in height (max 48' depending on roof pitch and design) and parking is 1 spot per studio/1-bedroom housing unit less than 500 square-feet or 1.5 spots for larger housing units.*
>
> *The NH-1 zone provides opportunities to build more housing through the density bonus tool known as the "2:1" Workforce Housing Floor Area Bonus which allows developers to "fill the box", adding more floor area than is allowed by the base zoning in return for deed restricted housing.*
>
> *This zone also provides opportunities to build accessory nonresidential floor area that is secondary to the principal residential use of the property. The intent is that the goods sold and services provided are of convenience nature to provide for the needs of year-round residents and employees in the surrounding high-density neighborhood. For example, markets or groceries, pharmacies, eateries, day care and dry cleaning/laundry, or banking services.*
>
> *Nonresidential Program*
>
> *There is no nonresidential development in the base bid. If nonresidential development is included with a bid alternate, it must meet the following criteria:*
>
> - *Compliant with zone-specific and Accessory Local Convenience Commercial use standards.*
> - *Maximum unit size is 2,000 square feet.*
> - *Use is limited to local convenience to provide for the needs of year-round residents and employees in the Midtown neighborhood.*
> - *Total amount of nonresidential floor area may not exceed 15,000 square feet or 15% total floor area on site, whichever is less.*

3) Confirm Parking Location and Parking Management Elements

Both the NH-1 and CR-3 zones require one parking space per residential unit <500 square feet and <2 bedrooms and 1.5 parking spaces for all other residential units. As an example, if 200 homes are built and 50 are <500 square feet and 150 are >500 square feet, a total of 275 parking spaces will be required. By surface parking standards, this would be 49,500 sf, or over an acre, not including drive aisles, islands or ADA parking components.

At the August JIM staff asked the Board and Council:

1. Is there interest in a shared parking agreement with the Library? Is there interest in a parking garage at the Library?
2. Is there interest in allowing offsite parking at Karns Meadow Tract 5? Is there interest in a parking garage on Tract 5?

Board and Council generally agreed that staff should pursue parking options at the Teton County Library site. Board and Council were split on future parking potential at Tract 5. Board and Council also discussed potential parking opportunities at the existing START site.

Since the August JIM, Housing staff met with START and Town Public Works staff who confirmed no additional parking options exist at the START site. This is based on the approved master plan.

Staff met with Teton County Library staff who expressed ongoing concerns about the negative impacts a shared parking agreement or future parking garage at the library parking lot could have on their existing and future services.

Staff met with Town Ecosystem Stewardship, Town Public Works, START, Pathways, Regional Transportation Coordinator, and Parks and Recreation staff about potential parking on Tract 5. No programmatic limits were identified. However, Town Ecosystem Stewardship staff expressed general concern with allowing parking at the site. START staff noted that parking for future employee housing developed at START could be located on Tract 5.

Based on this information, the draft RFP addresses parking location and parking management as follows:

> *Location*
>
> *The base bid requires that all parking requirements be met onsite.*
>
> *Respondents may also include a bid alternate that provides at least one parking spot per unit on site. The balance of required parking spaces may be provided off-site at a new surface parking lot located on Karns Meadow Tract 5 and/or at the existing library parking lot. The respondent is solely responsible for constructing new parking infrastructure.*
>
> *Transportation Management Plan*
>
> *A transportation management plan must be provided for the base bid and for any alternatives. Every unit must have at least one parking spot included as part of the rent or purchase price. Respondents may choose to monetize additional parking spaces by unit.*
>
> *At the Development Option Plan step, Developer must prepare a Traffic Impact Study per best practices or County and Town adopted standards. The Town and County are in the process of developing these standards, but the formal adoption date is unknown so respondents should reference existing LDR language regarding Traffic Impact Studies in the meantime. Based on the findings of the Traffic Impact Study, the developer will be required to mitigate 50% of trips generated by the development. The attached Excel table (Exhibit X) indicates the number of trips offset/mitigated by various site design and management options. Any parking reductions and multimodal site improvements (improving access to bike, walk and transit) will count toward the mitigation requirement.*

4) Confirm Unit Types

The Comprehensive Plan states that in Central Midtown mixed-use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable.

At the August JIM, staff asked:

1. Should the site include a mix of ownership and rental units?

Board and Council agreed that the RFP should include a mix of ownership and rental units and should provide minimum amounts for each of these. Board and Council also agreed that incentives for broader inclusivity in unit mix and design should be included.

The RFP as drafted allows for townhome, condominium, and apartment construction. Staff notes that Wyoming law does not currently allow a long-term ground lease for condominium development and Town Legal recommended pursuing a development option that allows the Housing Authority to own the land long-term instead of deeding the property to the future HOA. However, it should be noted that 174 N. King, Mercill Condos, Kelly Place, and The Grove are all existing condominium developments where the land is owned by the HOA. Allowing for condominium development provides opportunities for more homes to be built because the units can be stacked as opposed to townhomes that cannot be stacked.

Unit Types
Responses must include a mix of rental and ownership units. Minimum requirements are set forth below. If condominium development is proposed, the response must provide a plan for subdivision.

Unit Type Requirements	
Minimum Rental Units	*30% of total*
Minimum Ownership Units	*30% of total*

5) Confirm Accessibility Requirements
At the August JIM, staff asked if the RFP should include incentives for broader inclusivity in unit mix and design. Specifically, staff asked:
1. Is there interest in providing incentives to accommodate multigenerational families?
2. Is there interest in providing incentives to accommodate senior housing?
3. Is there interest in providing incentives to accommodate adults living with disabilities?

Board and Council indicated support for adding language related to a preference for inclusive design. Staff met with local experts working with adults with disabilities and the building official to inform language included in the RFP. The RFP as drafted addresses accessibility as follows:

Accessibility
A variety of building types that can accommodate diverse households including singles, families of varying sizes, seniors, and adults living with disabilities are preferred. All responses must meet the Town of Jackson building code requirements. In addition to building code requirements, a minimum of 10% of all units must meet International Building Code Type B unit requirements (adaptable units). Inclusive and accessible features of the design process, exterior and interior building design, and site design should be specifically highlighted in the response narrative. These features should address multiple disability access needs (physical mobility, blind, deaf, autism, mental health disabilities, and cognitive disabilities).

6) Confirm Density Requirements
The NH-1 and CR-3 zones include the 2:1 density bonus tool, which allows developers to maximize the utility of the land provided (and the public dollars invested) by "filling the box" of allowed development on a given site based on setbacks, landscape ratios, height limits, and parking. At the August JIM, staff asked Board and Council:
1. Should the RFP include a minimum number of homes?
2. Should the RFP include a maximum number of homes?

Board and Council generally agreed to include a minimum of 150 homes (29 units per acre) in the RFP and not to include a maximum number of homes.

As drafted, the RFP addresses density as follows:

Housing Program
The housing component of the project includes a combination of Affordable and Workforce Housing and must meet the minimum criteria set forth in this RFP. No short-term rental units are allowed. All units must have a deed restriction administered by the Jackson / Teton County Housing Department recorded on the property and must meet the Housing Department's Livability Standards. A minimum of 150 residential units must be built. No limit to the maximum number of units is set by this RFP.

7) Confirm Affordability Requirements
The 2022 Housing Needs Assessment states that 2,000 below market homes are needed in the next five years to maintain our resident workforce. We currently have two housing programs: the Affordable Program that has three income ranges

and the Workforce Program which is limited to households earning 75% of their income locally and working full-time locally and aims to serve those households who earn too much for the Affordable Program but not enough to afford the free market.

At the August JIM, staff asked:

1. Should the RFP allow for the new Affordable income limits (<80%, 80-120%, 120-160% MFI) or keep the current limits (<50%, 50-80%, 80-120%)?
2. Should the RFP allow the developer to build Workforce Program homes?
3. Should the RFP allow the developer to build Market homes in exchange for deeper affordability on other units?

The Board and Council agreed that the new Affordable income limits should be used. The Board and Council generally agreed that the developer should be allowed to develop some Workforce Program homes. The Board and Council generally agreed that Market homes are not desirable. However, it was noted that it may be necessary to allow for some Market homes in exchange for greater affordability.

Staff have crafted the RFP to require a base bid with 100% deed restricted homes with a mix of Affordable and Workforce restrictions. In this scenario some amount of additional investment will be necessary, whether that is through partner funding, philanthropy, below market debt, public investment, or some combination of the four. A bid alternate is also possible and could include either 100% deed restricted development with any mix of Affordable and Workforce homes OR a maximum of 10% Market homes in exchange for more Affordable homes. The scoring, which has not been drafted, will provide incentives for greater affordability and lower public investment required.

The RFP as drafted addresses unit affordability as follows:

Affordability

The base bid for the development requires that all units created are permanently deed restricted utilizing a deed restriction administered by the Housing Department. Requirements for affordability levels by proportion of the minimum total unit number are provided below. Any additional units above 150 must be deed restricted either Affordable or Workforce at the discretion of the respondent. The respondent is responsible for identifying the restriction type for each unit proposed. Maximum rent rates based on income range and bedrooms and maximum sales prices based on income range and bedrooms are provided in Appendix XX. These change annually based on new income limits provided by the U.S. Department of Housing and Urban Development.

Affordability Requirements	
Minimum Affordable 0-80% MFI	*30 units (20% of 150)*
Minimum Affordable 80-120% MFI	*30 units (20% of 150)*
Minimum Affordable 120-160% MFI	*30 units (20% of 150)*
Maximum Workforce	*30 units (20% of 150)*

Respondents may also include a bid alternate that can include:

- *Maximum of 10% Market (no deed restriction) units. For every market unit provided, an additional Affordable unit must also be provided above the minimum requirements.*

OR

- *100% deed restricted development with any combination of Affordable and Workforce deed restrictions*.

8) Confirm Public Access: Nonmotorized & 9) Motorized Requirements

A pathway easement across the northernmost 10' of the site and southernmost 10' of the Virginian Lodge property has been recorded. This segment of pathway was a "missing link" in the pathways master plan and will connect to an existing easement alignment across the LVE site and to Karns Meadow to the east and across the library parking lot to The Grove to the west.

At the August JIM staff asked:

1. Is there interest in including an opportunity for north-south public access through the property, connecting Snow King Drive and the new pathway?
2. Is there interest in including a public green space?
3. Is there interest in shared public improvements, like benches, art or pocket parks, along Snow King to meld the boundary between public and private spaces?
4. Is there interest in including an option for an east-west connector road in the RFP?
5. Is there interest in including some other type of motorized connection (like a one-lane road) between Virginian Lane and Karns Meadow Drive?

Board and Council did not agree on the creation of a north-south public access through the property, connecting Snow King Drive with the new pathway, nor did they agree on the inclusion of a public green space. There was general interest in melding the boundary between public and private spaces.

Board and Council did not agree on an east-west connector road. There was some interest in providing a connection between Virginian Lane and Karns Meadow Drive.

Housing staff met with Parks and Recreation staff to talk about park design features. Parks and Recreation staff suggested that a more appropriate place for a public park may be the Karns Meadow Park beside the future development and that the development itself should provide community spaces for residents and their guests that are not open to the general public.

Housing staff met with START and Town Public Works staff regarding a potential connection from Karns Meadow Drive to 90 Virginian Lane. Based on the approved START master plan and Federal funding requirements, START and Public Works staff determined there is no opportunity for this connection.

Based on direction received and information from other Town and County colleagues, Housing staff address site access and community spaces in the RFP as follows:

> *Site Access*
>
> *Vehicular access to the site must be located along Virginian Avenue. New curb cuts on Snow King Avenue are not allowed. Nonmotorized access to the site has been secured via a pathway easement on the northern 15' of the property and southern 15' of the Virginian Hotel property. This pathway easement extends east to connect to Karns Meadow Drive.*
>
> *For the base bid, all interior vehicle access to the development will be privately owned and maintained. A maintenance and management budget must be provided and shall include long-term maintenance reserves.*
>
> *A bid alternate can include interior roads that are publicly owned and maintained. Public roads must meet the street standards found in Town LDR Div 5.7.*
>
> *Setbacks*
>
> *All responses must meet the LDR standards for setbacks as set forth in the NH-1 zone. The primary street for this development is Virginian Lane; the secondary street is Snow King Avenue. The separation between public and private spaces should be softly blended and provide an attractive street frontage along Snow King Avenue and Virginian Lane.*
>
> *Community Spaces*
>
> *An important goal for this development is to create community by offering public spaces where residents and their friends and families can congregate. Responses should include indoor and/or outdoor spaces that can*

accommodate daily use and may include landscape features, seating, and other amenities that promote gathering and are accessible to all user groups. These are not intended to be public.

10) Confirm Additional Comprehensive Plan Goals

The Comprehensive Plan is predicated on three equally important Common Values: Ecosystem Stewardship, Growth Management, and Quality of Life. Just as the strength of a rope depends on the integrity of each intertwined thread, the strength of our community character is derived from a commitment to all three Common Values, each in support and reliant upon the others.

At the August JIM, staff asked the Board and Council:

1. Should the RFP include a third-party certification standard and/or building "in the spirit of" / embodying principles of third-party certification? (LEED, CORE, WELL, Zero Energy, Green Globes, FitWell, and PHIUS are all options.)
2. What comfort level is there in considering various sustainability measures' upfront and life-cycle costs? This would demonstrate the return on investments of different conservation, efficiency, and renewable opportunities, weighing the operational and maintenance costs over the project's life.

The Board and Council generally agreed that respondents should be required to meet minimum building standards. There was general interest in providing incentives for increased sustainability measures.

Housing staff met with Town Public Works and Ecosystem Stewardship staff, plus Energy Conservation Works staff and other experts in the green building field. Based on the information received, staff included language related to sustainable design in various sections of the RFP – stormwater management, landscaping, and refuse and recycling. The RFP also directly addresses sustainable design as follows:

Sustainable Design

Development programs should prioritize climate sustainability through water and energy conservation. This is addressed in the Jackson / Teton County Comprehensive Plan. Specific principles are outlined, including reducing consumption of non-renewable energy, reducing energy consumption through land use, reducing energy consumption through transportation, and conserving energy through waste management and water conservation and reuse.

At a minimum, responses must meet the requirements of LEED v4 for Building Design and Construction and must plan to achieve certification. The base bid should call out costs associated with certification achievement and can provide other options for ensuring compliance with LEED BD+C requirements.

11) Timeline

During the August JIM, staff presented an estimated timeline for RFP drafting through groundbreaking, but the Board and Council ran out of time to weigh in on this proposed schedule, so we are revisiting it today. Following the proposed schedule ensures we start and finish this part of the project with this group of elected officials to avoid changes to scope, added costs, and delayed construction. Staff have built in time to accommodate an additional JIM in November if necessary and in a way that should not adversely affect the overall timeline.

August 7, 2023	JIM: RFP Key Questions – physical development - COMPLETE
September 11, 2023	JIM: RFP Draft 1 – TODAY
October 2, 2023	JIM: RFP Final Draft
October 3, 2023	RFP Released
January 15, 2024	RFP Responses Due
January & February	Housing Supply Board Review, Scoring, and Interviews with Finalists
March 4, 2024	JIM: Developer Selection
May 6, 2024	JIM: Ground Lease and Development Agreement with Development Partner
Summer 2025	Groundbreaking

COMPREHENSIVE PLAN ALIGNMENT

Quality of Life: Common Value

STAKEHOLDER ANALYSIS
Teton County community members and visitors.

FISCAL IMPACT
Final fiscal impact will vary based on RFP requirements and responses received.

STAFF IMPACT
Several departments across the County and Town will be impacted by this RFP, including: Housing, Town and County Legal, Town Public Works, Town Community Development, and Town Planning.

LEGAL REVIEW
K. Gingery & L. Colasuonno

ATTACHMENTS
- Draft Request for Proposals for Affordable Workforce Housing Development at 90 Virginian Lane
- Local Density Examples
- Future Deed Restricted Unit Pipeline – Housing Supply Plan Appendix D

RECOMMENDATION
Overall, staff continues to be excited about the opportunity to create a new, vibrant, mixed-income neighborhood in Midtown and look forward to continuing to refine the RFP over the next several weeks.

SUGGESTED MOTION
I direct staff to revise the Request for Proposals consistent with the direction provided in this meeting and to present the draft at the October 2, 2023 Joint Information Meeting.

JACKSON/TETON COUNTY HOUSING AUTHORITY
JACKSON/TETON COUNTY HOUSING DEPARTMENT

MULTIFAMILY HOUSING DEVELOPER
90 VIRGINIAN LANE
Request for Proposals

Release Date: TBD, 2023
Question Deadline: TBD, 2023
Submission Deadline: TBD, 2024

INTRODUCTION & SITE CONTEXT

The Jackson/Teton County Housing Authority, through the Jackson/Teton County Housing Department ("Housing Department"), seeks a qualified partner to develop permanently deed restricted housing on Housing Authority-owned property located at 90 Virginian Lane in Jackson, WY.

The site is approximately 5.15-acres and is currently zoned Neighborhood High Density 1 ("NH-1"). Respondents should assume NH-1 zoning unless otherwise noted in this RFP. Respondents should also assume a long-term ground lease to the developer for a nominal annual fee.

A competitive response to the RFP will propose a highly livable and inclusive new neighborhood for local workers and their families. The high-level approach to this site includes a focus on creating as many homes for local workers and their families as possible; leaning into multimodal transportation by enhancing connectivity and encouraging alternative modes of transit; building a mixed-income neighborhood that provides both rental and ownership opportunities and creates community by providing spaces for people to come together; and leveraging professional development and financing expertise through a public-private partnership model.

Neighborhood Characteristics & Amenities

90 Virginian Lane is located in the Central Midtown Neighborhood (see: Jackson/Teton County Comprehensive Plan). The Comprehensive Plan states that:

> *"this Transitional Subarea in the core of the [Midtown] district will be critical in achieving the overall goal of transforming the area into a walkable mixed-use district. Opportunities should be taken to expand the currently limited street network to break up large blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed-use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable."*

In addition, Comprehensive Plan Policy 4.3.b: Develop Transitional Subareas states that:

> *"some subareas in Town are better suited for new development or re-development. In these Transitional Subareas the general public agrees that change is beneficial. Future development should provide a variety of housing types that create additional workforce housing, including multiple family owner occupied and rental housing. These subareas should include local convenience commercial generally within ¼ to ½ miles of residences. Public spaces will typically be provided in public parks. Complete streets, including all alternative transportation modes, will be provided throughout. Character will be defined less by the existing development pattern and more by the future Vision for the subarea. Developers are encouraged to utilize the allowances and incentives because these transitional subareas are the desired location of growth. Impactful investments in public infrastructure and housing will help to bolster these subareas and support efforts to promote quality of life."*

Furthermore, Comprehensive Plan Strategy 5.2.S.3 further states that we should:

> *"make impactful investments in infrastructure and catalyst investments in housing projects located in Transitional Subareas."*

(Illustration of future desired character of Central Midtown from the Comp Plan)

Today, the site serves as a seasonal RV Park for tourists and is zoned NH-1. It is located: south of a 165-room hotel that is zoned Commercial Residential-3 ("CR-3"); west of the START facility and Lower Valley Energy substation that are zoned Public/Semi-Public ("P/SP"); north of Snow King Drive, Flat Creek, and two multifamily townhomes developments (810 West and Town Creek are zoned NM-2); and east of the Teton County Library zoned P/SP and Virginian Condominium development zoned NH-1.

Land Use & Zoning

As previously stated, the site is zoned NH-1. According to the Town Land Development Regulations (LDRs), the general intent of NH-1 zoning is to "provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment."

Buildings can be up to four stories in height (max 48' depending on roof pitch and design) and parking is 1 spot per studio/1-bedroom housing unit less than 500 square-feet or 1.5 spots for larger housing units.

The NH-1 zone provides opportunities to build more housing through the density bonus tool known as the "2:1" Workforce Housing Floor Area Bonus which allows developers to "fill the box", adding more floor area than is allowed by the base zoning in return for deed restricted housing.

This zone also provides opportunities to build accessory nonresidential floor area that is secondary to the principal residential use of the property. The intent is that the goods sold and services provided are of convenience nature to provide for the needs of year-round residents and employees in the surrounding high-density neighborhood. For example, markets or groceries, pharmacies, eateries, day care and dry cleaning/laundry, or banking services.

Transportation, Access, and Parking

The Jackson/Teton County Comprehensive Plan prioritizes the creation of a safe, efficient, interconnected, multi-modal transportation network. It states that future improvements to this district should include expanding the currently limited street network to break up large blocks and increase connectivity for all transportation modes. Parking areas should be predominantly located behind buildings or screened from view.

Transit

The site is located within 220 feet of two START bus stops. Jackson Hole Airport is approximately 10.5 miles away.

DEVELOPMENT PROGRAM

The Housing Authority, through the Housing Department, seeks proposals for this site that develop a new neighborhood in a way that meets or exceeds the residential criteria outlined in this RFP. Respondents are encouraged to provide bid alternates where offered.

Project Scope & Phasing

Respondents may propose more than one phase of development for the site. Project completion must occur within five years of building permit approval and all units must be occupied within one year of receiving a certificate of occupancy for each building. A clear and reasonable timeline for all applications, approvals, and construction must be provided.

This new neighborhood will be required to go through a Development Option Plan prior to submittal of applications for physical development. The requirements for this process can be found in the Town LDRs Section 8.5.3.

Required Project Milestones

1. Preapplication Conference. Developer must apply for a preapplication conference (for a Development Option Plan) within 15 days of ground lease and/or development plan execution. This preapplication conference is required to be completed prior to submittal of a Development Option Plan.
2. Development Option Plan. Developer must submit a complete Development Option Plan for proposed site-wide design and development within three months of ground lease and/or development plan execution. Establish overall phasing plan for site-wide development.
3. Design Review Committee. Developer must present to the Design Review Committee within three months of ground lease and/or development plan execution. Design Review Committee (DRC) review at a public meeting and recommendation is required prior to approval of a building permit.
4. Building Permit #1. Developer must submit a complete building permit application within nine months of ground lease and/or development plan execution.
5. Residential Occupancy. For each building, all residential units must be occupied within one year of receiving a certificate of occupancy.
6. Certificate of Occupancy - Entire Site. Project completion must occur within five years of building permit #1 approval.

Housing Program

The housing component of the project includes a combination of Affordable and Workforce Housing and must meet the minimum criteria set forth in this RFP. No short-term rental units are allowed. All units must have a deed restriction administered by the Jackson / Teton County Housing Department recorded on the property and must meet the Housing Department's Livability Standards. A minimum of 150 residential units must be built. No limit to the maximum number of units is set by this RFP.

Affordability

The base bid for the development requires that all units created are permanently deed restricted utilizing a deed restriction administered by the Housing Department. Requirements for affordability levels by proportion of the minimum total unit number are provided below. Any additional units above 150 must be deed restricted either

Affordable or Workforce at the discretion of the respondent. The respondent is responsible for identifying the restriction type for each unit proposed. Maximum rent rates based on income range and bedrooms and maximum sales prices based on income range and bedrooms are provided in Appendix XX. These change annually based on new income limits provided by the U.S. Department of Housing and Urban Development.

Affordability Requirements	
Minimum Affordable 0-80% MFI	30 units (20% of 150)
Minimum Affordable 80-120% MFI	30 units (20% of 150)
Minimum Affordable 120-160% MFI	30 units (20% of 150)
Maximum Workforce	30 units (20% of 150)

Respondents may also include a bid alternate that can include:

- Maximum of 10% Market (no deed restriction) units. For every market unit provided, an additional Affordable unit must also be provided above the minimum requirements.

OR

- 100% deed restricted development with any combination of Affordable and Workforce deed restrictions.

Unit Sizes

The base bid for the development sets forth a minimum number of units by unit size (number of bedrooms). There are no minimum unit sizes by square foot or floor area; however, all units must meet the Housing Department's Livability Standards. Four-bedroom units may be proposed but are not required.

Unit Size Requirements	
Maximum # of Studio Units	10% of total
Minimum # of One-Bedroom Units	10% of total
Minimum # of Two-Bedroom Units	25% of total
Minimum # of Three-Bedroom Units	10% of total

Unit Types

The base bid for the development requires responses to include a mix of rental and ownership units. Minimum requirements are set forth below. If condominium development is proposed, the response must provide a plan for subdivision.

Unit Type Requirements	
Minimum Rental Units	30% of total
Minimum Ownership Units	30% of total

Accessibility

A variety of building types that can accommodate diverse households including singles, families of varying sizes, seniors, and adults living with disabilities are preferred. All responses must meet the Town of Jackson building code requirements. In addition to building code requirements, a minimum of 10% of all units must meet International Building Code Type B unit requirements (adaptable units). Inclusive and accessible features of the design process, exterior and interior building design, and site design should be specifically highlighted in the response narrative. These features should address multiple disability access needs (physical mobility, blind, deaf, autism, mental health disabilities, and cognitive disabilities).

Livability

All responses must meet the Housing Department's Livability Requirements.

Nonresidential Program

There is no nonresidential development in the base bid. If nonresidential development is included with a bid alternate, it must meet the following criteria:

- Compliant with zone-specific and Accessory Local Convenience Commercial use standards.
- Maximum unit size is 2,000 square feet.
- Use is limited to local convenience to provide for the needs of year-round residents and employees in the Midtown neighborhood.
- Total amount of nonresidential floor area may not exceed 15,000 square feet or 15% total floor area on site, whichever is less.

Transportation Program

Parking Requirements – Town LDR Div. 6.2.

In the NH-1 zone, parking requirements are based on use. The Planning Director may establish a lesser parking requirement based on information that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available. Opportunities for off-site parking are discussed below.

Bicycle Parking Requirements

The Town of Jackson recently approved new bicycle parking requirements that require 1 bike parking space per bedroom built; 25% of these bicycle parking spaces must accommodate larger and alternative bicycles. The Planning Director may approve alternative compliance to reduce or modify the number, type, or location of the required bicycle parking. See Town LDR Div. 6.2.2 and 8.8.2.

Electric Vehicle Requirements

All new and expanded uses that generate off street parking shall provide infrastructure for electric vehicle supply equipment ("EVSE"). See Town LDR Div. 6.2.2.

Multi-Modal Transportation

A minimum of three spaces for community carsharing plus one space for either car or bikeshare should be identified for use in a future community carshare program. These spots will count towards the total number of parking spaces required. Respondents are not responsible for administering the car share program.

A 30' pathway easement has been recorded and is centered on the north property line. Respondents are responsible for building the multimodal pathway on this site in accordance with pathway standards set forth in Appendix XX. This requirement includes constructing the bike path offsite in an existing easement across the adjacent START property so that the finished path connects Virginian Lane to Karns Meadow Drive.

Sidewalk improvements along Virginian Lane and Snow King Avenue are required and must meet the standards set forth in the Community Streets Plan for this corridor based on a 60' right of way.

Location

The base bid requires that all parking requirements be met onsite.

Respondents may also include a bid alternate that provides at least one parking spot per unit on site. The balance of required parking spaces may be provided off-site at a new surface parking lot located on Karns Meadow Tract 5 and/or at the existing library parking lot. The respondent is solely responsible for constructing new parking infrastructure.

Transportation Management Plan

A transportation management plan must be provided for the base bid and for any alternatives. Every unit must have at least one parking spot included as part of the rent or purchase price. Respondents may choose to monetize additional parking spaces by unit.

At the Development Option Plan step, Developer must prepare a Traffic Impact Study per best practices or County and Town adopted standards. The Town and County are in the process of developing these standards, but the formal adoption date is unknown so respondents should reference existing LDR language regarding Traffic Impact Studies in the meantime. Based on the findings of the Traffic Impact Study, the developer will be required to mitigate 50% of trips generated by the development. The attached Excel table (exhibit X) indicates the number of trips offset/mitigated by various site design and management options. Any parking reductions and multimodal site improvements (improving access to bike, walk and transit) will count toward the mitigation requirement.

Site Access

Vehicular access to the site must be located along Virginian Avenue. New curb cuts on Snow King Avenue are not allowed. Nonmotorized access to the site has been secured via a pathway easement on the northern 15’ of the property and southern 15’ of the Virginian Hotel property. This pathway easement extends east to connect to Karns Meadow Drive.

For the base bid, all interior vehicle access to the development will be privately owned and maintained. A maintenance and management budget must be provided and shall include long-term maintenance reserves.

A bid alternate can include interior roads that are publicly owned and maintained. Public roads must meet the street standards found in Town LDR Div 5.7.

Horizontal Infrastructure

Sewer & Water

Respondents must coordinate water and sewer infrastructure with the Town of Jackson Public Works Department. All existing utilities that may exist (sewer, water, power, gas, cable etc) on site that serve the existing Virginian Hotel must be maintained. Utilities can be relocated as needed for the proposed development plan. Developer is responsible for all relocation coordination, easements etc with the Virginian Hotel. Developer must work with the Town to accommodate any additional infrastructure and capacity needs. See LDR Div. XXXX.

Stormwater Management

Responses must meet the runoff requirements found in the Town LDRs Section 5.7.4.

Landscaping

Responses must meet the landscape ratio requirements found in the NH-1 zone. Plants that produce berries or other fruit are not allowed. Up to 25% of LSR can be met by any rooftop vegetation, including a green roof or patio space.

Setbacks

All responses must meet the LDR standards for setbacks as set forth in the NH-1 zone. The primary street for this development is Virginian Lane; the secondary street is Snow King Avenue. The separation between public and private spaces should be softly blended and provide an attractive street frontage along Snow King Avenue and Virginian Lane.

Community Spaces

An important goal for this development is to create community by offering public spaces where residents and their friends and families can congregate. Responses should include outdoor spaces that can accommodate daily use and may include landscape features, seating, and other amenities that promote gathering and are accessible to all user groups. These are not intended to be public.

Refuse and Recycling

Bear resistant trash and recycling receptacles must be used.

Vertical Design

Successful responses will include a variety of building heights, massing, and façade. The neighborhood should have the appearance of multiple buildings with community spaces provided to promote community and accommodate passive daily use.

A variety of building types that can accommodate diverse households including singles, families, seniors, and adults living with disabilities are preferred. Must meet Town of Jackson Design Guidelines as applicable.

Sustainable Design

Development programs should prioritize climate sustainability through water and energy conservation. This is addressed in the Jackson / Teton County Comprehensive Plan. Specific principles are outlined, including reducing consumption of non-renewable energy, reducing energy consumption through land use, reducing energy consumption through transportation, and conserving energy through waste management and water conservation and reuse.

At a minimum, responses must meet the requirements of LEED v4 for Building Design and Construction and must achieve certification. Third-party verify compliance? Admin is what costs so much.

Financing

This section will be presented at the October JIM.

Selection Criteria

This section will be presented at the October JIM.

Proposal Requirements

This section will be presented at the October JIM.

90 Virginian Lane: Density Examples

90 Virginian Lane: Density Examples in the Neighborhood

Grove Phase I

- Mixed Use
- 83 units per acre

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AFFORDABLE HOUSING

90 Virginian Lane: Density Examples in the Neighborhood

Grove Phase II

- Residential Only
- 18 units per acre

90 Virginian Lane: Density Examples in the Neighborhood

Grove Phase III

- Residential Only
- 13 units per acre

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AFFORDABLE HOUSING

90 Virginian Lane: Density Examples in the Neighborhood

Grove – All Phases

- Mixed Use
- 68 total units
  - 20 apartments
  - 48 townhomes
- 3.43 acres
- 20 units per acre

90 Virginian Lane: Density Examples in the Neighborhood

810 West

- Residential Only
- 12.5 units/acre

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90 Virginian Lane: Density Examples

Jackson Street Apts.

- Residential Only
- 39 units per acre

90 Virginian Lane: Density Examples

Mercill Condos

- Mixed Use
- 52 units per acre

90 Virginian Lane: Density Examples

174 N. King

- Mixed Use
- 63 units per acre

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AFFORDABLE HOUSING

90 Virginian Lane: Density Examples

Kelly Place Condos

- Residential Only
- 37.5 units per acre

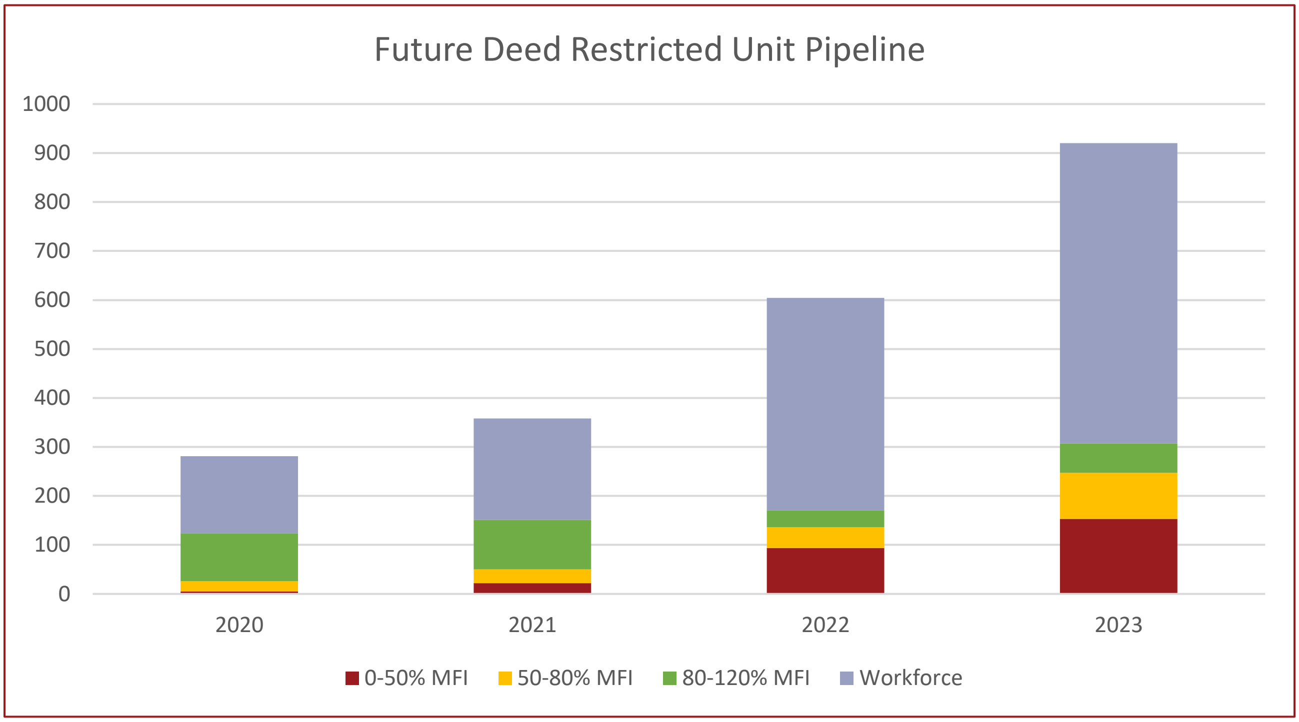
90 Virginian Lane: Density Examples

Redmond St. Rentals

- Residential Only
- 22 units per acre

Appendix D: Future Unit Pipeline

To understand the amount and type of deed restricted housing units expected to be produced in the next 3-5 years, the Housing Department tracks Planning and Building permit applications in the form of a "Future Unit Pipeline". The data shown below represents all known developments that include deed restricted housing and are in the process of planning or construction (from submission of a pre-application conference request to issuance of a Building Permit) as of January 1, 2023. Once construction is complete, units shown here are moved to the Existing Housing Stock data table.



Note: The data above represents units in planning or construction at the time of reporting, not units completed.

Deed Restricted Housing Pipeline Data Table					
Income Range (% MFI)	0-50%	50-80%	80-120%	Workforce	Total
Total Deed Restricted Units in Pipeline	**153**	**94**	**60**	**613**	**920**
% of Total Deed Restricted Units	17%	10%	7%	67%	100%
In Preapplication phase	30	0	1	114	145
In Planning phase	1	0	29	291	321
In Building phase	61	47	15	104	227
Dorm	*0*	*0*	*0*	*0*	*0*
Studio	*0*	*0*	*0*	*0*	*0*
1-Bedroom	*28*	*4*	*5*	*45*	*82*
2-Bedroom	*19*	*34*	*8*	*39*	*100*
3-Bedroom	*14*	*9*	*2*	*2*	*27*
4+-Bedroom	*0*	*0*	*0*	*18*	*18*
Deed Restricted Rental Units in Pipeline	**153**	**58**	**50**	**473**	**734**
% of Total Deed Restricted Units	17%	6%	5%	51%	80%
In Preapplication phase	30	0	1	114	145
In Planning phase	1	0	19	241	261
In Building phase	61	29	15	59	193
Dorm	*0*	*0*	*0*	*0*	*0*
Studio	*0*	*0*	*0*	*0*	*0*
1-Bedroom	*28*	*4*	*5*	*23*	*60*
2-Bedroom	*19*	*22*	*8*	*16*	*65*
3-Bedroom	*14*	*3*	*2*	*2*	*21*
4+-Bedroom	*0*	*0*	*0*	*18*	*18*
Deed Restricted Ownership Units in Pipeline	0	36	10	140	186
% of Total Deed Restricted Units	0%	4%	1%	15%	20%
In Preapplication phase	0	0	0	0	0
In Planning phase	0	0	10	50	60
In Building phase	0	18	0	45	63
Dorm	*0*	*0*	*0*	*0*	*0*
Studio	*0*	*0*	*0*	*0*	*0*
1-Bedroom	*0*	*0*	*0*	*22*	*22*
2-Bedroom	*0*	*12*	*0*	*23*	*35*
3-Bedroom	*0*	*6*	*0*	*0*	*6*
4+-Bedroom	*0*	*0*	*0*	*0*	0

Although not deed restricted, the Pipeline also tracks proposed market-rate multi-family/attached housing units since they typically are on the lower end of the spectrum of market housing costs and may serve as a stepping stone from deed restricted to market homes.

Future Multi-Family Market Rate Housing			
	Rental Units	Ownership Units	Total Units
Total Units	320	113	433
In Preapplication phase	148	0	148
In Planning phase	80	41	121
In Building phase	46	36	82
Dorm	0	0	0
Studio	0	0	0
1-Bedroom	33	0	33
2-Bedroom	13	9	22
3-Bedroom	0	11	11
4+-Bedroom	0	16	16

Since criteria for the Pipeline is that, at a minimum, a Pre-application request for physical development or use has been submitted, developments only as far along as amending zoning are not included, but are tracked internally by the Housing Department. Notably, two significant rezones are currently underway to facilitate future housing: Teton County's rezone of Northern South Park and St. John's Hospital rezone of the Hitching Post site.

For a comparison of how anticipated Pipeline Affordable and Workforce units compare to anticipated future Market-rate homes over time, refer to the Workforce Housing Pipeline indicator in the [2023 Joint Jackson/Teton County Indicator Report](#).