Regular Town Council Meeting

January 5, 2026
6:00 PM
Town Council Chambers
Chair: Arne Jorgensen

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

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: https://us02web.zoom.us/j/84547705860?pwd=Rz8fZRbgUailiZtsmIEVdxblY1basg.1

Or join at zoom.com with Webinar ID: **845 4770 5860** and Password: **83001** or by phone: **+1 253 205 0468**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Land Acknowledgement

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing *electedofficials@jacksonwy.gov*.

IV. CONSENT CALENDAR

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

A. Meeting Minutes

1. December 15, 2025 Regular Town Council Workshop
2. December 15, 2025 Regular Town Council Meeting
3. December 16, 2025 Special Town Council Workshop

B. Disbursements

C. Contracts

1. Contract with Winn-Marion Barber, LLC for EV Charging Infrastructure Agreement
2. Contract with Advanced Network Management Inc.
3. Temporary Construction Permit with the Wyoming Department of Transportation

D. Bid Award for Procurement of a New Public Works Truck (Bid #26-02) (Johnny Ziem)

E. Naming Official Depositories 2026 (Kelly Thompson)

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

Please note that at any point during the meeting, the 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.

A. External Affairs

1. Legislative Approach (Susan Scarlata)

B. Legal

1. Flock Safety Contract Review Scoping Staff Report (Lea Colasuonno)

C. Planning and Building

1. George Washington Memorial Park Historic Preservation Nomination Scoping Staff Report (PM25-012) (Paul Anthony)
2. Subdivision Plat for Teton Landing Townhomes Addition to the Town of Jackson (P25-204) (Tyler Valentine)

VI. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

VII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

VIII. ADJOURN

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

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

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

DECEMBER 15, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in regular workshop at Teton County Library, Auditorium B located at 125 Virginian Ln. at 1:30 PM. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, and Devon Viehman. Kevin Regan joined the meeting at 2:12pm. *Via Zoom*: Alyson Spery.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Brian Lenz, Michelle Weber, Russ Russchill, Tanya Anderson, Zolo, and Riley Hovorka. *Via Zoom*: Katelyn Page, Tyler Valentine, Susan Scarlata, and Ryan Hostetter.

Strategic Stormwater Program Plan. Johnny Ziem made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to endorse the Strategic Stormwater Program Plan for the Public Works Department.

Council recessed from 2:26pm and reconvened at 2:32pm.

Mayor Jorgensen called for the vote on the motion to endorse the Strategic Stormwater Program Plan for the Public Works Department. The vote showed all in favor. The motion carried.

Sworn Mounted Unit Consideration. Michelle Weber, Russ Russchill, and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to develop a program and related policies to revise the current Sworn Mounted Patrol Unit to include the acquisition, housing, care, and operational use of Town-owned horses as presented in the staff report, and as discussed at the meeting, and to present the program and related polices at a future Council meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 3:15pm and reconvened at 3:23pm.

Consideration of Council Rules and Procedures. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to include a facilitated discussion around the Council Rules and Procedures and options for altering/improving practices and/or without changing the Rules and Procedures and/or Council Working Agreements, at the 2026 Town Council Retreat. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There were no board and commission reports. Mayor Jorgensen commented on virtual meeting attendance and a special meeting to continue joint volunteer board interviews/appointments in January.

Council Priorities. Tyler Sinclair reviewed Council's Workplan Calendar and items on the Potential Initiative (PI) List. Council held discussion with staff.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:04 p.m.

TOWN OF JACKSON

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ATTEST: Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: December 24, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 15, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in regular session at Teton County Library, Auditorium B located at 125 Virginian Ln. at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan. *Via Zoom*: Alyson Spery.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Tyler Valentine, Michelle Weber, Russ Russchill, Tanya Anderson, Zolo, and Riley Hovorka. *Via Zoom*: Kelly Thompson.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen.

Public Comment. Craig Logan, Bob Culver, and Julien Hass made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the consent calendar including items A-E as presented with the following motions:

A. **Meeting Minutes.** To approve minutes from the December 1, 2025 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. A43 ARCHITECTURE $675.00; ACE EQUIPMENT & SUPPLY $3,091.70; ACE HARDWARE $1,349.29; ALDER ENVIRONMENTAL LLC $320.02; ALPHAGRAPHICS $277.72; AMAZON $3,866.99; AMERICAN PUMP AND DRILLING $43,212.06; AMSOIL INC #774148 $8,871.39; BEST BEST & KRIEGER $2,683.00; BIG R RANCH & HOME $89.99; BISON LUMBER $4.27; BLUE SPRUCE CLEANERS,INC $311.74; BOLAND, ANITA $2,328.85; BOWEN, ANDREW $430.38; BRIGHTLY SOFTWARE, INC. $19,215.72; BURKHOLDER, SHAWN $2,141.61; BUTLER, PAUL $5,000.00; CASELLE INC. $2,388.00; CHARLIE'S PLUMBING OF JH $7,333.00; COLE, ELLA $625.00; CONRAD & BISCHOFF INC. $27,655.78; CONTROL SYSTEM TECHNOLOGY, INC. $2,577.00; CONWAY, LARS $2,500.00; DEAN'S PEST CONTROL LLC $520.00; DELTA DENTAL PLAN OF WYOMING $9,498.53; DEX IMAGING $1,183.97; DIVISION OF CHILD SUPPORT ENFORCEMENT $509.23; DIVISION OF VICTIM SERVICES $150.00; E.R. OFFICE EXPRESS $511.78; E1 HVAC LLC $1,744.34; ENERGY LABORATORIES INC. $3,900.00; ETNA TRADE PARK LLC $4,062.00; EVANS CONSTRUCTION INC $868,330.40; FERGUSON ENTERPRISES, INC $23.24; GRIFFITH PARTNERSHIP LLC $1,760.00; HIGH COUNTRY LINEN $611.54; HORCHAK, KEVIN $26.08; IDAHO STATE TAX COMMISSION $7,241.00; INEO SYSTRANS USA INC $30,326.67; INNOVATIVE SERVICE LLC $190.00; INTERMOUNTAIN SWEEPER CO. $1,337.86; INTERSTATE BATTERY $701.85; IVY OUTDOOR SERVICES LLC $11,286.00; JACKSON GROUP LOCKBOX $772.82; JACKSON HOLE LAW, PC $3,502.50; JACKSON HOLE NEWS & GUIDE $453.00; JACKSON PAINT AND GLASS, INC. $1,022.95; JOHANSSON, WANNA $507.68; JORGENSEN, ARNE OLAUS $160.00; KEENAN, PETER $2,357.50; KGB PRODUCTIONS $4,900.00; KJ'S SERVICES INVESTMENTS LLC $2,975.00; LEPCO $5,757.59; LOPEZ-MORGAN, CHRYSTAL $46.00; LOWER VALLEY ENERGY INC $39,586.85; MASTERCARE CLEANING JH, LLC $546.36; MID-AMERICA RESEARCH CHEMICAL $772.00; MORRISON-MAIERLE, INC. $1,267.00; MSC INDUSTRIAL SUPPLY CO $332.29; NAPA AUTO PARTS INC. $458.41; NELSON ENGINEERING $28,078.50; OUTBACK LANDSCAPE OF WYOMING, LLC $375.00; PEREZ HUERTA, JOSE JORGE $100.00; PITTS, SAMANTHA $77.83; PREMIER CLEANING SERVICES LLC $2,784.00; PREMIER TRUCK-SALT LAKE CITY $1,331.79; PROFESSIONAL WINDOWS AND DOORS $23,775.00; QUICK BROWN FOX LLC $287.50; RAMANATHAN, BRINDA $2,500.00; RICH, SAMUEL $451.02; RIDGELINE EXCAVATION INC $31,605.69; RON'S TOWING LLC $1,100.00; RUNYON, DANIELLE $155.00; RUSCHILL, RUSSELL $580.00; SCARLATA, SUSAN $99.66; SCHECHTER, JONATHAN $180.00; SCHOLES, PAULINE $63.03; SCHWARTZ, ANDY $10,000.00; SHERWIN-WILLIAMS CO. $63.91; SILVERSTAR $2,755.55; SINCLAIR, TYLER $831.70; SMITH POWER PRODUCTS,INC. $122.52; SOSA'S JANITORIAL SERVICE $6,120.00; SPRING CREEK ANIMAL HOSPITAL $443.20; SPSC POA - SOUTH PARK SERVICES CTR POA $303.82; STANDARD INSURANCE COMPANY $2,342.34; STATE FIRE IDAHO $995.00; STEPHENS, TALON $77.83; SWICEGOOD, WYATT $338.69; TETON COUNTY INTEGRATED SOLID WASTE/RECY $129.00; TETON COUNTY PUBLIC HEALTH $200.00; TETON COUNTY SHERIFF'S-JAIL $1,050.00; TETON COUNTY TREASURER $11,759.87; TETON COUNTY-FUND 10 $614,792.52; TETON MOTORS INC -$4,592.23; TETON RENTAL CENTER $131.00; TETON ROPE ACCESS AND SERVICES, LLC $13,255.00; THE AFTERMARKET PARTS COMPANY, LLC -$745.16; THE TIRE RACK, INC. $1,766.32; TK ELEVATOR CORP. $1,474.14; T-MOBILE $31.35; TMSC LLC $8,166.16; TODAY CASH $308.13; TORONTO,

MICHAEL $75.00; TROUT UNLIMITED, INC. $2,500.00; VISION SERVICE PLAN - (WY) $2,048.46; WAMCO LAB, INC. $300.00; WBC PROPERTIES $2,150.00; WEST COAST CODE CONSULTANTS $5,240.00; WEST FORK CONSTRUCTION $96,067.00; WESTERN STATE $11,626.50; WILSON, JOHN $2,200.00; WY DEPT OF ENVIROMENAL QUALITY $800.00; WY WORKERS' SAFETY & COMP $24,017.81; WYOMING LAW ENFORCEMENT ACADEMY $110.00; WYOMING RETIREMENT SYSTEM $214,510.49

C. **Contracts.**

1. **Contract with Wyoming State Loan & Investment Board Office of State Lands & Investments.** To approve the Contract with Wyoming State Loan & Investment Board Office of State Lands & Investments, subject to minor changes by staff
2. **Contract with Lower Valley Energy.** To approve the Contract with Lower Valley Energy, subject to minor changes by staff.
3. **Letter Agreement with Best Best & Krieger LLP.** To approve the Letter Agreement with Best Best & Krieger LLP, subject to minor changes by staff.

D. **November Municipal Court Report.** To accept the November Municipal Court Report into record.

E. **Facility Use Agreement with Grand Teton Skating Association.** To approve the attached Facility Use Agreement with SK8 JH, doing business as Grand Teton Skating Association, subject to minor changes by staff.

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

Center Management Inc. (CMI) Funding Request for Capital Improvements. Tyler Sinclair made staff comment. Andrew Bringham commented on behalf of CMI. Council held discussion with staff. Bob Culver, John Morgan, Andy Cavellero, Shawna Earl, Nicole Gill, and Catherine Hughes made public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to amend Fiscal Year 2026 budget, not to exceed $1.2m from the Capital Projects Fund for improvements to the Snow King Sports and Event Center, as presented. Mayor Jorgensen called for the vote. The vote showed 4-1 with Devon Viehman, Jonathan Schechter, Alyson Spery, and Kevin Regan in favor and Mayor Jorgensen opposed. The motion carried.

Council recessed at 7:09pm and reconvened at 7:14pm.

Jackson Hole Community Housing Trust (Housing Trust) – Nelson Drive Rental Housing Opportunity. Tyler Sinclair made staff comment. Anne Creswell commented on behalf of Jackson Hole Community Housing Trust. Elizabeth Seth, John Millar, John Fox, Catherine Hughes, Julien Hass, Claire Stumpf, Mandy Dornan, Cammie Lawson, Jessie Rauch, Margaret Murrie, Alexander Muromcew, and Ivan Jimenez made public comment. Council held discussion with staff. A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to draft an agreement allocating $4,050,000 from the 2022 Special Purpose Excise Tax (SPET) ballot initiative to the Jackson Hole Community Housing Trust to secure the right to lease/rent six units for 30 years at the proposed Nelson Drive project subject to the following conditions:

1) Require that upon expiration of the 30-year term, the Options to Lease/Rent are extended for the Town at the Town's sole discretion in one of the following ways:
    a) If the federal government extends the Special Use Permit, the Town's rights are automatically extended for the entire term of the new Special Use Permit; and
    b) If the federal government does not extend the Special Use Permit, the Trust provides the Town of Jackson an equal number of rights of first refusal for ownership units in their existing housing stock.
2) Address the issue of the potential private litigation, including loss, whether temporary or permanent, of the Town's contribution, in the draft.

A friendly amendment was made to change 'special' to 'specific' and to specify that the agreement shall allocate an amount not to exceed $4,050,000. Devon Viehman and Jonathan Schechter consented to the friendly amendments. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:41pm and reconvened at 8:49pm.

Project Approval for Electric Vehicle Charging Infrastructure. Tanya Anderson made staff comment. Council held discussion with staff. Alicia Cox and Mike Yin made public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to 1) direct staff to prepare a contract with Winn-Marion Companies for design plans, equipment, installation, and management of Electric Vehicle Charging Infrastructure, with a Town local match not to exceed $147,000; and 2) to direct staff to request $147,000 from Energy Conservation Works' 2022 Energy Conservation SPET fund to go towards Phase 2 expenses and the first year of management, to be reimbursed to the SPET fund if Inflation Reduction Act Direct Pay funds are received. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Legislative Approach. A motion was made by Jonathan Schechter and seconded by Devon Viehman to continue this item to the next available meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Zoning Map Amendment at 252 & 254 E. Simpson Ave. (P25-156). Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Jonathan Schechter to approve Zoning Map Amendment P25-156 to rezone 252 & 254 E. Simpson Ave. from the Office Residential (OR) Zone District to Public/Semi-Public (P/SP) Zone District, based upon the findings as presented in the staff report, the departmental reviews, and subject to the staff report dated December 15, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

145 E. Simpson Ave. (Clifford Hansen Courthouse) Demolition Permit (DEM25-0011). Tyler Valentine and Lea Colasuonno made staff comment. Jason Berning commented on behalf of Teton County. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Jonathan Schechter to approve no stay on the demolition of the existing Clifford Hansen Courthouse located at 145 E. Simpson Avenue and the County Courthouse located at 180 S. King Street, as presented in the staff report and discussed at the meeting, respectively. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance E: An Ordinance Providing an Exemption to Workforce Housing Mitigation.

AN ORDINANCE AMENDING DIVISION 6.3, AFFORDABLE WORKFORCE HOUSING STANDARDS, SECTION 6.3.2.C, APPLICABILITY, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve Ordinance E on third reading and designate it Ordinance 1450. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Board and Commission Reports. Alyson Spery discussed public comment regarding an accident involving a pedestrian on Broadway. Johnny Ziem made staff comment. Mayor Jorgensen added 'Broadway crosswalk signage and pavement markings' to the PI List.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on Center for the Arts annual report, temporary sign permits for JH Nordic Alliance, JH Classical Academy, and JH Chamber of Commerce, and conversion of variable hour Transit Operator position to in valley full-time Transit Operator position. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the Town Manager's Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:39 p.m.

TOWN OF JACKSON

ATTEST: ____________________________
Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: December 24, 2025

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

DECEMBER 16, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in special workshop at Teton County Library, Auditorium B located at 125 Virginian Ln. at 1:30 PM. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Mike Moyer, Kelly Thompson, Heidi Schmidl, Wanna Johansson, Zolo, Mike Toronto, and Riley Hovorka.

Strategic Budgeting. Tyler Sinclair and Kelly Thompson made staff comment. Council held discussion with staff. Council completed a budgeting exercise.

Council recessed at 3:39 p.m. and reconvened at 3:49 p.m.

The budgeting exercise continued. Tyler Sinclair and Lea Colasuonno made staff comment. Alex Norton, budget consultant, provided comment. No motions were made.

Adjourn. A motion was made by Devon Viehman and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:40 p.m.

TOWN OF JACKSON

ATTEST:

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Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: December 24, 2025

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCPERS GROUP WYOMIN	842012026	PAYROLL DEDUCTIONS	12/15/2025	64.00	64.00	12/15/2025
328	842-NCPERS GROUP WYOMIN	842112025	PAYROLL DEDUCTIONS	11/30/2025	64.00	64.00	12/18/2025
328	842-NCPERS GROUP WYOMIN	842122025	PAYROLL DEDUCTIONS	11/01/2025	48.00	48.00	12/18/2025
Total 328:					176.00	176.00	
51	ACE HARDWARE	926392	HOOK & GUTTER	11/11/2025	42.96	.00	
51	ACE HARDWARE	927185	GROUND CONNECTOR	11/19/2025	9.99	.00	
51	ACE HARDWARE	927194	COUPLER & BUSHINGS	11/19/2025	15.98	.00	
51	ACE HARDWARE	927204	LINK, BOLT & CHAIN	11/19/2025	36.86	.00	
51	ACE HARDWARE	927213	STOPPER BASIN	11/19/2025	4.49	.00	
51	ACE HARDWARE	927510	SCRAPER	11/21/2025	39.99	.00	
51	ACE HARDWARE	927800	CUT OFF WHEEL & GROUND W	11/24/2025	28.94	.00	
51	ACE HARDWARE	928051	KEYKRAFTER	11/26/2025	15.98	.00	
51	ACE HARDWARE	928086	BATTERIES	11/26/2025	79.96	.00	
51	ACE HARDWARE	928089	PAINT SUPPLIES	11/26/2025	73.42	.00	
51	ACE HARDWARE	928134	DRILL BIT, PAINT PEN, VELCRO	11/28/2025	35.86	.00	
51	ACE HARDWARE	928139	ROLLER, TAPE, BATTERY & PAI	11/28/2025	37.46	.00	
51	ACE HARDWARE	928148	PH PAN	11/28/2025	2.39	.00	
51	ACE HARDWARE	928160	DRYWALL SUPPLIES	11/28/2025	88.44	.00	
51	ACE HARDWARE	928279	FILTER BAG & DUST BRUSH	12/01/2025	52.98	.00	
51	ACE HARDWARE	928370	CLIPS, GLUE & DOWELS	12/01/2025	22.45	.00	
51	ACE HARDWARE	928500	BROOM & DUST PAN	12/02/2025	29.98	.00	
51	ACE HARDWARE	928555	SEAM TAPE	12/03/2025	35.98	.00	
51	ACE HARDWARE	928586	BIT HOLDER	12/03/2025	11.99	.00	
51	ACE HARDWARE	928604	ROLLER	12/03/2025	26.99	.00	
51	ACE HARDWARE	928630	BATTERIES	12/03/2025	7.99	.00	
51	ACE HARDWARE	928650	BIT EXTENSION	12/03/2025	44.99	.00	
51	ACE HARDWARE	928697	BATTERIES & TRASH BAGS	12/04/2025	42.96	.00	
51	ACE HARDWARE	928812	TAPE	12/04/2025	8.99	.00	
51	ACE HARDWARE	928832	CLEANERS	12/04/2025	76.95	.00	
51	ACE HARDWARE	928837	SNOWBRUSH, TEFLON TAPE &	12/04/2025	53.46	.00	
51	ACE HARDWARE	928959	POCKET PLANE	12/05/2025	19.99	.00	
51	ACE HARDWARE	929176	SCREWDRIVERS & SOCKET AD	12/08/2025	32.96	.00	
51	ACE HARDWARE	929207	HAND WASH	12/08/2025	27.96	.00	
51	ACE HARDWARE	929234	ASBESTOS TEST	12/09/2025	14.99	.00	
51	ACE HARDWARE	929278	FLEX TAPE	12/09/2025	29.99	.00	
51	ACE HARDWARE	929309	GLOVES, LINK & PLATE FILLER	12/09/2025	43.97	.00	
51	ACE HARDWARE	929321	FLEX TAPE	12/09/2025	29.99	.00	
51	ACE HARDWARE	929662	WASTEBASKEET	12/12/2025	24.99	.00	
51	ACE HARDWARE	930018	TAPCUBE & TAPE CLOTH	12/16/2025	59.98	.00	
51	ACE HARDWARE	930113	ICE SCRAPER	12/17/2025	49.98	.00	
Total 51:					1,263.23	.00	
7774	ACP930 WY INN HOLDINGS LLC	12102025	REFUND LIQUOR LICENSE	12/10/2025	3,105.00	.00	
Total 7774:					3,105.00	.00	
6861	ADVANCED NETWORK MANAG	IN111644	VSPHERE CLDS	10/31/2025	24,320.00	.00	
Total 6861:					24,320.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7688	ALITA INDUSTRIES, INC	40172	AIR PUMP	12/09/2025	776.77	.00	
Total 7688:					776.77	.00	
6686	Allegiance Benefit Plan Manage, I	11172025	ADVANCED FUNDING 11/17/25	11/17/2025	58,129.90	58,129.90	12/09/2025
6686	Allegiance Benefit Plan Manage, I	11242025	CLAIMS 11.24.25	11/24/2025	63,057.09	63,057.09	12/09/2025
6686	Allegiance Benefit Plan Manage, I	12012025	CLAIMS 12.01.2025	12/01/2025	72,775.29	72,775.29	12/09/2025
6686	Allegiance Benefit Plan Manage, I	12112025	CLAIMS 12.8.25	12/11/2025	51,157.31	51,157.31	12/09/2025
6686	Allegiance Benefit Plan Manage, I	456668	PREMIUM	12/01/2025	106,099.60	106,099.60	12/09/2025
Total 6686:					351,219.19	351,219.19	
6524	ALPHAGRAPHICS	IX-510231	500 BUSINESS LICENSE, 250 E	11/13/2025	515.04	.00	
6524	ALPHAGRAPHICS	IX-516309	YEAR STICKERS	12/09/2025	325.43	.00	
Total 6524:					840.47	.00	
5726	AMAZON	11LV-GX1G-HV	TONER	12/17/2025	280.00	.00	
5726	AMAZON	14FM-9C69-6K	RETURN MOP BUCKET	12/07/2025	81.99-	.00	
5726	AMAZON	197D-2RJM-D	NAME TAPES	12/09/2025	72.50	.00	
5726	AMAZON	1FD7-3T93-97	ICE CLEATS	12/13/2025	20.37	.00	
5726	AMAZON	1LF9-G61C-XV	RETURN HARD DRIVE & APOLL	12/08/2025	1,737.94-	.00	
5726	AMAZON	1TDD-X4F4-1D	PLANNER	12/05/2025	10.02	.00	
5726	AMAZON	1TDH-LMFN-M	BOOK	12/14/2025	9.71	.00	
5726	AMAZON	1YJR-4JPL-1F	TONER	12/05/2025	186.06	.00	
Total 5726:					1,241.27-	.00	
7776	AMERICAN SAFETY COUNCIL, I	15663	DOT REASONABLE SUSPICION	12/08/2025	600.00	.00	
Total 7776:					600.00	.00	
4389	APPLE INC	MC19594727	IPADS & PLUG INS	10/23/2025	4,396.00	.00	
Total 4389:					4,396.00	.00	
6250	ARBOR WORKS TREE SERVICE	10186	REMOVE TREES	11/21/2025	6,400.00	.00	
Total 6250:					6,400.00	.00	
6757	AXON ENTERPRISES, INC	INUS399008	TASER HOLSTERS	11/26/2025	1,332.00	.00	
Total 6757:					1,332.00	.00	
7099	BAKER TILLY US, LLP	BT3434737	ADMINISTRATION FOR CLASSI	12/19/2025	600.00	.00	
Total 7099:					600.00	.00	
3500	BISON LUMBER	2512-894126	DRYWALL	12/01/2025	38.85	.00	
Total 3500:					38.85	.00	
1560	BLUE SPRUCE CLEANERS,INC	11-102000	LAUNDRY	11/21/2025	23.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	11-102000	LAUNDRY	11/21/2025	19.00	.00	
Total 1560:					42.75	.00	
4634	BREAKFAST ROTARY OF JH	2693	2ND, 3RD & 4TH QTR DUES	11/18/2025	525.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4634:					525.00	.00	
6727	BRIGGS, ERIC L	40617	10 PC METRIC	12/11/2025	229.95	.00	
Total 6727:					229.95	.00	
7775	C & C CHEFS LLC	12102025	TOWN COUNCIL RETREAT CAT	12/10/2025	3,479.80	.00	
Total 7775:					3,479.80	.00	
5	CARQUEST AUTO PARTS INC.	6090-707993	DIP SPRAY	12/03/2025	35.34	.00	
Total 5:					35.34	.00	
7764	CASEY, HEATH MICHAEL	12162025	CDL	12/16/2025	238.00	.00	
Total 7764:					238.00	.00	
544	CENTURYLINK	DEC25-333897	SERVICES	12/07/2025	4,676.14	.00	
Total 544:					4,676.14	.00	
7089	CHARLIE'S PLUMBING OF JH	14027	INSTALL NEW TOILET	12/02/2025	1,132.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14093	URINAL WORK	12/08/2025	3,314.00	.00	
Total 7089:					4,446.00	.00	
5967	CITY OF DRIGGS	BBSTART2025	DECEMBER BUS BARN RENT, E	12/08/2025	1,935.32	.00	
Total 5967:					1,935.32	.00	
514	CONRAD & BISCHOFF INC.	IN-994999-25	DEF BULK	12/03/2025	283.49	.00	
Total 514:					283.49	.00	
4887	CONTROL SYSTEM TECHNOLO	11714	THAW WELL HMI PANELS	11/25/2025	3,000.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11726	THAW WELL 6	12/08/2025	18,453.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11727	VFD ENCLOSURE DRAWINGS	12/15/2025	3,600.00	.00	
Total 4887:					25,053.00	.00	
6369	CRYSTAL CREEK CAPITAL	CP101025	VALLEY GUTTER	11/04/2025	40,777.93	40,777.93	12/12/2025
Total 6369:					40,777.93	40,777.93	
4918	DEAN'S PEST CONTROL LLC	107294	SMALL RODENT CONTROL	11/07/2025	100.00	.00	
Total 4918:					100.00	.00	
6883	DIVISION OF CHILD SUPPORT	12122025	DCSE CASE #0005405448	12/12/2025	509.23	509.23	12/12/2025
6883	DIVISION OF CHILD SUPPORT	122625	DCSE CASE #0005405448	12/25/2025	509.23	509.23	12/24/2025
Total 6883:					1,018.46	1,018.46	
5223	ENERGY CONSERVATION WOR	TOJ 2025-2026	SOCIAL SERVICE CONTRACT Q	12/17/2025	8,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5223:					8,750.00	.00	
1134	ENERGY LABORATORIES INC.	754273	OIL & GREASE	12/05/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	754514	PHOSPHORUS	12/05/2025	183.00	.00	
1134	ENERGY LABORATORIES INC.	756130	OIL & GREASE	12/12/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	756131	OIL & GREASE	12/12/2025	172.00	.00	
Total 1134:					699.00	.00	
81	EVANS CONSTRUCTION INC	9445	SALTED SAND	11/18/2025	25,875.00	.00	
81	EVANS CONSTRUCTION INC	9455	SALTED SAND	11/24/2025	25,875.00	.00	
81	EVANS CONSTRUCTION INC	9460	SALTED SAND	12/15/2025	25,875.00	.00	
Total 81:					77,625.00	.00	
3550	EXPOSURE SIGNS INC	8843	START BUS LOGOS	12/02/2025	1,312.00	.00	
Total 3550:					1,312.00	.00	
4982	FRONTIER PRECISION, INC	INV339459	GNSS RECEIVER, CIPOD, POLE	12/04/2025	4,685.40	.00	
4982	FRONTIER PRECISION, INC	INV339459	GNSS RECEIVER, CIPOD, POLE	12/04/2025	4,685.40	.00	
Total 4982:					9,370.80	.00	
564	GEMPLERS INC.	INV000462652	vests	12/09/2025	90.53	.00	
Total 564:					90.53	.00	
7683	GET FUNKY LLC	18660	LOT RENT JAN-MARCH 2026	12/17/2025	14,727.00	.00	
Total 7683:					14,727.00	.00	
4212	GILLIG LLC	41381019	MUD FLAPS	12/04/2025	62.16	.00	
4212	GILLIG LLC	41383670	JUMPER CABLES	12/11/2025	1,487.49	.00	
Total 4212:					1,549.65	.00	
6365	GRAVITY GRAPHICS	14953	RTA LETTERS	11/05/2025	43.16	.00	
6365	GRAVITY GRAPHICS	15045	RTA LETTERS	11/19/2025	267.56	.00	
Total 6365:					310.72	.00	
7342	HARMONY DESIGN, INC	25616	KARNS MEADOW PARK	10/15/2025	1,086.00	.00	
Total 7342:					1,086.00	.00	
7588	HEBDON EXCAVATION LLC	1581	NOVEMBER DISPOSAL	11/26/2025	1,725.00	.00	
Total 7588:					1,725.00	.00	
96	HIGH COUNTRY LINEN	0537568	Laundry	11/03/2025	194.68	.00	
96	HIGH COUNTRY LINEN	0537569	Laundry	10/20/2025	28.76	.00	
96	HIGH COUNTRY LINEN	0537569	Laundry	10/20/2025	40.19	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	21.88	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	47.85	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	6.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	9.62	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0538168	LAUNDRY	11/06/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	15.23	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	17.20	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	59.27	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0540222	Laundry	11/20/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0540650	LAUNDRY	11/24/2025	5.37	.00	
96	HIGH COUNTRY LINEN	0540650	LAUNDRY	11/24/2025	.42	.00	
96	HIGH COUNTRY LINEN	0540650	LAUNDRY	11/24/2025	52.76	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	15.23	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	17.20	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	36.06	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0541305	lAUNDRY	11/27/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0542819	Laundry	12/16/2025	5.37	.00	
96	HIGH COUNTRY LINEN	0542819	Laundry	12/16/2025	28.76	.00	
96	HIGH COUNTRY LINEN	0542819	Laundry	12/16/2025	.42	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	15.23	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	17.20	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	142.92	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0543534	Laundry	12/11/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0543973	Laundry	12/15/2025	88.41	.00	
96	HIGH COUNTRY LINEN	0543974	Laundry	11/17/2025	23.72	.00	
96	HIGH COUNTRY LINEN	0543974	Laundry	11/17/2025	31.29	.00	
96	HIGH COUNTRY LINEN	S0539791	SUPPLIES	11/17/2025	118.00	.00	
96	HIGH COUNTRY LINEN	S054014	THANKSGIVING NAPKINS	11/19/2025	168.30	.00	
96	HIGH COUNTRY LINEN	S0543869	LINERS	12/11/2025	39.15	.00	
Total 96:					1,442.25	.00	
7064	HUB INTERNATIONAL	12092025	ADMIN FEES	12/09/2025	5,992.50	5,992.50	12/09/2025
Total 7064:					5,992.50	5,992.50	
5098	JACKSON ANIMAL HOSPITAL	84682	FVRCP	12/18/2025	31.00	.00	
Total 5098:					31.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1057	NOVEMBER 2025	12/05/2025	46,734.98	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1058	JANUARY FIXED COSTS	12/05/2025	47,766.00	.00	
Total 6931:					94,500.98	.00	
7163	JACKSON GROUP LOCKBOX	711248IF	SHIFT KIT	12/02/2025	161.47	.00	
7163	JACKSON GROUP LOCKBOX	711476IF	FUEL FILTER	12/03/2025	205.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7163	JACKSON GROUP LOCKBOX	711476IFX1	FUEL FILTER	12/11/2025	41.07	.00	
7163	JACKSON GROUP LOCKBOX	712039IF	BRAKE PADS	12/11/2025	1,495.88	.00	
7163	JACKSON GROUP LOCKBOX	712074IF	FILTERS & BRAKE PADS	12/11/2025	1,255.27	.00	
Total 7163:					3,159.04	.00	
6474	JACKSON HOLE LAW, PC	2728	NOVEMBER 2025	11/30/2025	3,502.50	.00	
Total 6474:					3,502.50	.00	
131	JACKSON HOLE NEWS & GUID	379523	ORDINANCE 1442	07/23/2025	2,745.00	.00	
131	JACKSON HOLE NEWS & GUID	383637	WORKSHOP	11/26/2025	130.00	.00	
131	JACKSON HOLE NEWS & GUID	383638	REGULAR MTG	11/26/2025	685.00	.00	
131	JACKSON HOLE NEWS & GUID	383898	BID 26-02	12/03/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	384081	P25-205	12/10/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	384099	STREET EQUIP OPERATOR	12/10/2025	576.00	.00	
131	JACKSON HOLE NEWS & GUID	384100	TRANSIT SUPERVISOR	12/10/2025	576.00	.00	
131	JACKSON HOLE NEWS & GUID	384101	WATER UTILITY OPERATOR	12/10/2025	576.00	.00	
131	JACKSON HOLE NEWS & GUID	384348	IT POSITION	12/17/2025	760.00	.00	
131	JACKSON HOLE NEWS & GUID	384349	ADVERTISING	12/17/2025	120.00	.00	
Total 131:					6,273.00	.00	
114	JACKSON LUMBER INC	0001150977-00	TAPE & RAMBOARD	12/02/2025	89.85	.00	
114	JACKSON LUMBER INC	0001152161-00	CORNER BEAD & SNIPS	12/05/2025	93.99	.00	
Total 114:					183.84	.00	
139	JORGENSEN ASSOCIATES, PC	57607	SNOW KING TANK OVERFLOW	12/09/2025	8,942.85	.00	
Total 139:					8,942.85	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	764226061	INTERNET	12/01/2025	1,388.50	.00	
Total 7681:					1,388.50	.00	
7715	LOTUS ENGINEERING & SUSTA	0019541	GHG INVENTORY	12/05/2025	15,956.25	.00	
Total 7715:					15,956.25	.00	
677	MACY'S SERVICES	43119	PUMP TRUCK, GREASE, TRAVE	10/31/2025	3,135.50	.00	
Total 677:					3,135.50	.00	
4612	MASON, TOM	12102025	WWQPCA FALL CONFERENCE	12/10/2025	132.00	.00	
4612	MASON, TOM	12182025	ASSE BACKFLOW TESTER	12/18/2025	204.00	.00	
Total 4612:					336.00	.00	
998	METROQUIP INC	P35585	PUMP, MOTOR, & BEARING	12/05/2025	1,700.63	.00	
Total 998:					1,700.63	.00	
4880	MHL SYSTEMS	AR/2025/00402	HENKE NOSE SECTIONS	12/12/2025	1,050.00	.00	
Total 4880:					1,050.00	.00	
7732	MORRISON-MAIERLE, INC.	000258940	WASTEWATER CAPACITY ANAL	12/08/2025	1,701.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7732:					1,701.75	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8096252001	CLEANER, CAP SCREWS, CABL	11/20/2025	276.52	.00	
Total 4623:					276.52	.00	
257	NAPA AUTO PARTS INC.	350090	NFD EARTH	10/31/2025	59.95	.00	
257	NAPA AUTO PARTS INC.	354097	PRO GLO	11/18/2025	59.99	.00	
257	NAPA AUTO PARTS INC.	354304	AIR HOSE	11/19/2025	86.31	.00	
257	NAPA AUTO PARTS INC.	355554	GREASE FITTING	11/25/2025	3.93	.00	
257	NAPA AUTO PARTS INC.	355837	FUSE	11/26/2025	4.49	.00	
257	NAPA AUTO PARTS INC.	356498	CABLE CONNECTOR	12/01/2025	65.98	.00	
257	NAPA AUTO PARTS INC.	356710	BATTERY	12/01/2025	231.71	.00	
257	NAPA AUTO PARTS INC.	356768	LAMP	12/02/2025	4.80	.00	
257	NAPA AUTO PARTS INC.	357337	OIL FILTER & WIPER BLADES	12/03/2025	121.81	.00	
257	NAPA AUTO PARTS INC.	357449	OIL FILTER	12/04/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	357452	AIR FILTER	12/04/2025	14.48	.00	
257	NAPA AUTO PARTS INC.	357764	BATTERY	12/05/2025	351.24	.00	
257	NAPA AUTO PARTS INC.	357812	TIRE REPAIR PATCHES	12/05/2025	22.76	.00	
257	NAPA AUTO PARTS INC.	358002	CORE DEPOSIT	12/05/2025	351.24-	.00	
257	NAPA AUTO PARTS INC.	358850	FILTER & BLOWER MOTOR	12/10/2025	156.59	.00	
257	NAPA AUTO PARTS INC.	359103	FILTERS & OIL	12/11/2025	54.44	.00	
257	NAPA AUTO PARTS INC.	359122	GREASE FITTING	12/11/2025	4.68	.00	
257	NAPA AUTO PARTS INC.	359406	HOSE SUPPLIES	12/12/2025	216.33	.00	
257	NAPA AUTO PARTS INC.	359737	OIL FILTER	12/15/2025	85.71	.00	
257	NAPA AUTO PARTS INC.	359890	AIR & OIL FILTER	12/15/2025	14.08	.00	
257	NAPA AUTO PARTS INC.	360089	RTV	12/16/2025	7.49	.00	
257	NAPA AUTO PARTS INC.	360167	LAMP	12/06/2025	3.69	.00	
Total 257:					1,223.77	.00	
187	NELSON ENGINEERING	69194	HIGH SCHOOL RD WATER SUP	12/10/2025	14,332.30	.00	
Total 187:					14,332.30	.00	
7366	NELSON, GREG	12092025	PHYSICAL	12/09/2025	155.00	.00	
Total 7366:					155.00	.00	
532	OLD WEST PRESS	4108	MONTHLY PASSES	12/15/2025	345.00	.00	
Total 532:					345.00	.00	
513	ON SIGHT LAND SURVEYORS I	5017	P25-204 TETON LANDING TOW	12/11/2025	800.00	.00	
Total 513:					800.00	.00	
5870	ONE 22, INC.	5249	Q3 2025 FUNDING	12/05/2025	45,000.00	.00	
Total 5870:					45,000.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57901	SNOW REMOVAL	12/01/2025	488.00	.00	
Total 7703:					488.00	.00	
4801	PHILLIPS, JAMES	12172025	GLOCK ARMORER	12/17/2025	102.00	.00	
4801	PHILLIPS, JAMES	12182025	AR15 ARMORER CLASS	12/18/2025	102.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4801:					204.00	.00	
7591	POINT S REXBURG	920003287	TIRES	12/09/2025	1,967.84	.00	
Total 7591:					1,967.84	.00	
6483	PREMIER TRUCK- SALT LAKE C	775771903	MOTOR	12/12/2025	211.99	.00	
6483	PREMIER TRUCK- SALT LAKE C	775780328	CRANKCASE	12/10/2025	511.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775780347	CORE DEPOSIT	12/10/2025	918.88	.00	
6483	PREMIER TRUCK- SALT LAKE C	775780484	WASHER SEAL & FUEL TUBE	12/12/2025	152.56	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775775326	CORE RETURN	12/09/2025	282.63-	.00	
Total 6483:					1,512.32	.00	
7066	R & A SAFETY LLC	47768	DRUG SCREEN	11/04/2025	90.50	.00	
7066	R & A SAFETY LLC	47792	DRUG SCREEN	11/10/2025	90.50	.00	
7066	R & A SAFETY LLC	47810	DRUG SCREEN	11/13/2025	90.50	.00	
7066	R & A SAFETY LLC	47870	DRUG SCREEN	11/24/2025	90.50	.00	
Total 7066:					362.00	.00	
7341	RICH, SAMUEL	1209257654	SCRUBBER SOAP, TIRE VALVE	12/09/2025	255.23	.00	
7341	RICH, SAMUEL	1216257926	HEADLAMPS, KNIFE, TRIM PAD,	12/16/2025	266.25	.00	
7341	RICH, SAMUEL	1216257928	CREEPER SEAT	12/16/2025	214.00	.00	
Total 7341:					735.48	.00	
4723	RON'S TOWING LLC	25-42598	TOW VEHICLE	12/18/2025	250.00	.00	
Total 4723:					250.00	.00	
7777	ROSE GLOBAL VENTURES, LLC	12172025	REFUND BUSINESS LICENSE O	12/17/2025	41.00	.00	
Total 7777:					41.00	.00	
2597	RUSCHILL, RUSSELL	12122025	AR15 ARMORER COURSE	12/12/2025	177.93	.00	
Total 2597:					177.93	.00	
7499	SAGE TRUCK DRIVING SCHOO	712378	CDL CLASS HEATH CASEY	11/05/2025	2,464.00	.00	
Total 7499:					2,464.00	.00	
7778	SELEPAK, LAWRENCE	12122025	PHYSICAL	12/12/2025	155.00	.00	
Total 7778:					155.00	.00	
201	SENIOR CENTER OF JACKSON	19361	Q2 2025 FUNDING	12/08/2025	35,505.00	.00	
Total 201:					35,505.00	.00	
4359	SHERWIN-WILLIAMS CO.	830601611112	PAINT	12/03/2025	8.49	.00	
Total 4359:					8.49	.00	
4720	SILVERSTAR	DEC25-654791	INTERNET	12/01/2025	3,374.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4720:					3,374.73	.00	
236	SMITH POWER PRODUCTS,INC	4161226 001	FILTER KIT	12/08/2025	199.53	.00	
Total 236:					199.53	.00	
5632	SNAKE RIVER MEP COMPLETE,	14793	BOILER MAINTENANCE	11/20/2025	2,272.05	.00	
Total 5632:					2,272.05	.00	
7713	Southern Tire Mart LLC	6550000984	TIRES	12/10/2025	5,536.80	.00	
7713	Southern Tire Mart LLC	6550000987	TIRE DISPOSAL	12/10/2025	257.50	.00	
Total 7713:					5,794.30	.00	
3961	SPECTRUM	173067801120	INTERNET	12/07/2025	100.00	.00	
Total 3961:					100.00	.00	
6871	STANDARD INSURANCE COMP	12092025	PREMIUM	12/09/2025	9,012.41	9,012.41	12/09/2025
Total 6871:					9,012.41	9,012.41	
7553	STAR VALLEY DISPOSAL	145521	TRASH 268 SAWMILL ROAD	01/01/2026	123.00	.00	
Total 7553:					123.00	.00	
4294	STATE FIRE IDAHO	12651278	ANNUAL ALARM MONITORING	11/30/2025	420.00	.00	
Total 4294:					420.00	.00	
6091	STEP BACK LEADERSHIP CON	01022	DECEMBER DEVELOPMENT SE	12/15/2025	32,500.00	.00	
Total 6091:					32,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4736	EXPENSES DC TRIP	12/01/2025	8,398.33	.00	
Total 7076:					8,398.33	.00	
581	TETON COUNTY INTEGRATED	2026-4	TASK WORK ORDER #1 GRANT	12/01/2025	5,006.60	.00	
581	TETON COUNTY INTEGRATED	2026-4	TASK WORK ORDER #3 PUBLIC	12/01/2025	1,423.26	.00	
581	TETON COUNTY INTEGRATED	2026-4	TASK WORK ORDER #2 BUS PR	12/01/2025	2,360.05	.00	
581	TETON COUNTY INTEGRATED	761114	TRASH	11/18/2025	10.00	.00	
Total 581:					8,799.91	.00	
268	TETON MOTORS INC	5114956 1	TRANSMITTER & KEY	12/03/2025	159.03	.00	
268	TETON MOTORS INC	5114961 1	TPMS	12/04/2025	73.16	.00	
268	TETON MOTORS INC	5114962 1	CALIPERS	12/04/2025	161.60	.00	
268	TETON MOTORS INC	5115000 1	TPMS	12/09/2025	292.64	.00	
268	TETON MOTORS INC	5115067 1	STARTER & CONNECTOR KIT	12/15/2025	230.20	.00	
268	TETON MOTORS INC	5115072 1	CONNECTOR KIT	12/16/2025	27.54	.00	
Total 268:					944.17	.00	
3162	TETON TRASH REMOVAL, INC.	25 DEC 701	HANSEN TRASH	12/01/2025	120.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3162:					120.00	.00	
154	THE CHILDREN'S LEARNING C	12162025	Q2 FUNDING	12/16/2025	37,822.75	.00	
Total 154:					37,822.75	.00	
6810	THE TIRE RACK, INC.	UG74033	TIRES	12/03/2025	2,888.96	.00	
6810	THE TIRE RACK, INC.	UH51828	TIRES	12/09/2025	2,250.36	.00	
6810	THE TIRE RACK, INC.	UH76899	TIRES	12/12/2025	636.28	.00	
Total 6810:					5,775.60	.00	
5610	THL II, Inc	19011	BOULDERS	12/04/2025	625.00	.00	
Total 5610:					625.00	.00	
70	TK ELEVATOR CORP.	6000837630	SNOW KING HOUSING	11/24/2025	3,900.00	.00	
Total 70:					3,900.00	.00	
7617	TRANSPORTATION MANAGEME	1156-10	5 YEAR TDP & COMPREHENSIV	12/03/2025	5,565.54	.00	
Total 7617:					5,565.54	.00	
7284	UCM DIGITAL HEALTH, INC	51446	DECEMBER 2025	12/01/2025	1,819.00	1,819.00	12/09/2025
Total 7284:					1,819.00	1,819.00	
1949	VERIZON WIRELESS	6129959056	cELL PHONES	12/01/2025	11,673.66	.00	
Total 1949:					11,673.66	.00	
1640	WESTERN STATE	IN003385780	FILTERS	10/28/2025	190.10	.00	
1640	WESTERN STATE	IN003388214	FILTERS	10/29/2025	102.14	.00	
1640	WESTERN STATE	IN003425296	LAMP GP-SIGN	12/02/2025	311.79	.00	
Total 1640:					604.03	.00	
7696	WINDCAVE INC	3035393	OCTOBER SERVICE FEE	10/31/2025	10.00	.00	
7696	WINDCAVE INC	3061629	NOVEMBER SERVICE FEE	11/30/2025	21.10	.00	
Total 7696:					31.10	.00	
3619	WY CHILD SUPPORT ENFORCE	12122025	266445	12/12/2025	452.30	452.30	12/12/2025
3619	WY CHILD SUPPORT ENFORCE	122525	266445	12/25/2025	452.30	452.30	12/24/2025
Total 3619:					904.60	904.60	
4139	WY WORKERS' SAFETY & COM	12082025	SEPTEMBER LATE FEE	12/08/2025	77.44	.00	
Total 4139:					77.44	.00	
4900	WYOMING ASSOCIATION OF R	20809	2026 MEMBERSHIP	11/22/2025	505.00	.00	
4900	WYOMING ASSOCIATION OF R	20948	DECEMBER CONFERENCE	12/02/2025	249.00	.00	
Total 4900:					754.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1767	WYOMING DEPARTMENT OF T	10.2025	MONTHLY EV PUBLIC STATION	10/31/2025	133.57	133.57	12/24/2025
1767	WYOMING DEPARTMENT OF T	11.25	MONTHLY EV PUBLIC STATION	11/30/2025	90.02	90.02	12/24/2025
1767	WYOMING DEPARTMENT OF T	12192025	TRANSFER PLATE 12843	12/19/2025	2.00	.00	
	Total 1767:				225.59	223.59	
4198	WYOMING FIRST AID & SAFETY	90002226	first aid kit resupply	12/10/2025	111.10	.00	
	Total 4198:				111.10	.00	
7065	WYOMING LAW ENFORCEMEN	C-12721	HOUSING FOR AR15 ARMORER	12/10/2025	260.00	.00	
	Total 7065:				260.00	.00	
460	WYOMING TECHNOLOGY TRAN	776	LPA REGISTRATION	12/15/2025	100.00	.00	
	Total 460:				100.00	.00	
2842	YELLOW IRON WASTE, LLC	251201110118	TRASH	11/30/2025	45.00	.00	
2842	YELLOW IRON WASTE, LLC	251201110130	TRASH	11/30/2025	55.00	.00	
2842	YELLOW IRON WASTE, LLC	251201110147	TRASH	11/30/2025	388.00	.00	
2842	YELLOW IRON WASTE, LLC	251201110148	TRASH	11/30/2025	168.00	.00	
	Total 2842:				656.00	.00	
7668	ZANE AUKEE	INV-2581	ALTERNATE JUDGE	12/10/2025	150.00	.00	
	Total 7668:				150.00	.00	
	Grand Totals:				992,327.20	411,143.68	

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

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City Recorder: ______________________________

City Treasurer: ______________________________

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Report Criteria:

Detail report.

Invoices with totals above $0 included.

Paid and unpaid invoices included.

STAFF REPORT

Meeting Date:	January 5, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Council to review and consider contracts to which the Town of Jackson would be a party.

Requested Action.
Staff request that the Council review and consider the contracts included with the staff report.

Recommendations.
Staff recommend that the Council approve the contracts included with this staff report.

Background, **Analysis, and Key Policy Questions**.

1. Contract with Winn-Marion Barber, LLC for EV Charging Infrastructure Agreement (Phases I and II)
   - Purpose: The purpose of this contract is to set forth the terms and conditions under which Winn-Marion Barber, LLC will supply equipment and services for a minimum of 20 electric vehicle charging ports at a minimum of five sites in the Town. While the request for proposals included three phases, because of federal grant uncertainty, the Town and Winn-Marion Barber have agreed to enter into this contract for Phase I (Design and Pre-Construction) and Phase II (Equipment Procurement and Installation), and in a timely manner prior to the end of Phase II, negotiate in good faith to enter into a separate agreement for Phase III (Management and Maintenance).
   - *Term:* Installation must be completed before December 31, 2027.
   - *Cost and Payment Terms:* The Town is paying Winn-Marion Barber $67,000 for Design Plans (Phase I) and $594,500 for equipment and installation (Phase II).
   - *Department & Budget Detail*: This item is for the Administration Department and is included in the Departmental budget for the Capital Infrastructure line item. This project is a part of the Department of Transportation Charging and Fueling Infrastructure grant award. The Town of Jackson has budgeted $147,000 to pay the required 20% match. A reimbursement of up to $588,000 from the Federal Highway Administration will cover the rest of the expense. Phase I funding has been obligated.
   - *Notable Condition*: Phase II activities will not commence until federal funding has been obligated. The Town is not under any obligation to continue the project if federal funding is not obligated. However, if the federal funding required for management and maintenance (Phase III) comes to fruition and Winn-Marion Barber performs on Phases I & II satisfactorily, the Town of Jackson will pay Winn-Marion Companies an average $48,782.08 annually for 5 years (all or a majority of which will be paid from captured user fees). $18,640 of that amount is for the Chargepoint Assure Plan for parts and labor to maintain the charging stations. The Town has purchased this plan for all of our existing charging stations. The remaining $30,080.08 annually is for management, preventative maintenance, repairs, and support with fuel tax reporting and grant reporting requirements, and applies to both existing and new EV charging stations. If the Town does not enter into a contract with Winn-Marion for Phase III, those responsibilities will fall to Town staff.

- *Additional Staff Time*: This contract took longer to negotiate than normal and required 30 additional hours from the Legal Department staff.

2. Contract with Advanced Network Management, Inc.

- *Purpose*: This contract is for the Town of Jackson to purchase data storage hardware and software to expand storage capacity for the Town's existing data backup platform.
- *Term*: The term of this contract is three years (36 months) from the date it is executed.
- *Cost and Payment Terms*: The cost of this contract is $73,157.42, due within 30 days of executing the contract.
- *Department & Budget Detail*: This item is for the I.T. Department and is included in the Departmental budget for the contract maintenance line item.
- *Additional Staff Time*: Contract negotiation took longer to negotiate than normal and required 15 additional hours from the Legal Department staff, and 5 additional hours from the I.T. Department staff.

3. Temporary Construction Permit with the Wyoming Department of Transportation.

- *Purpose*: The purpose of this Temporary Construction Permit is to allow WYDOT to construct necessary Americans with Disability Act improvements on the southwest corner of the Town Square. WYDOT is planning a road construction project along West Broadway Avenue, beginning at Millward Street and ending at Cache Street. The scope of the work includes road repair, new traffic lights, and Americans with Disability Act upgrades.
- *Term*: Two years from date of award of the project by the Transportation Commission of Wyoming.
- *Cost and Payment Terms*: WYDOT agrees to pay the Town of Jackson a sum of $85,910 for use of Town right-of-way.
- *Department & Budget Detail*: This item is for the Public Works Department. There is no cost for this item, thus there is no applicable line item.

The key policy question with respect to each contract listed above is whether the Town Council approves of the agreement as presented by staff.

Possible Alternatives.

For each contract included with the staff report the Council has the option to:

A. Direct staff to negotiate different terms or conditions with the contracting party.
B. Not to enter the contract.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

The primary impact on staff for contracts falls in the Legal Department, and averages 3 hours for each contract. Secondary impacts on staff for contracts are felt in each department to which the contract is relevant, and averages two hours for each contract.

Attachments or Links.
The contracts in the order listed above are attached to the staff report as follows:

1. Contract with Winn-Marion Barber, LLC for EV Charging Infrastructure Agreement (Phases I and II)
2. Contract with Advanced Network Management, Inc.
3. Temporary Construction Permit with the Wyoming Department of Transportation

Suggested Motion.

1. I move to approve the Contract with Winn-Marion Barber, LLC for EV Charging Infrastructure Agreement (Phases I and II), subject to minor changes by staff.
2. I move to approve the Contract with Advanced Network Management, Inc., subject to minor changes by staff.
3. I move to approve the Temporary Construction Permit with the Wyoming Department of Transportation, subject to minor changes by staff.

EV CHARGING INFRASTRUCTURE AGREEMENT
(PHASES I & II)
(FHWA EV Charging and Fueling Infrastructure Program)

This EV Charging Infrastructure Agreement (Phases I and II) (**Agreement**) is made as of ________________ (**Effective Date**) between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (**Town**) and Winn-Marion Barber, LLC, a _____________________________ company of the State of ___________, of 7151 S. Blackhawk St., Suite 900, Centennial, CO 80112 (**Contractor**). Town and Contractor are each a "Party" to this Agreement and are collectively, the "Parties."

RECITALS

WHEREAS, Town applied to the Federal Highway Administration (**FHWA**) under the Charging and Fueling Infrastructure Grant Program (**CFI Program**) for the Jackson-Teton-Yellowstone EV Charging Expansion Project (**JTY Charging Project**).

WHEREAS, Town was awarded the grant from FHWA in August 2024 (**Grant**), subject to all applicable federal rules and regulations, including, but not limited to, the Procurement Standards in 2 CFR 200.327 through 200.327 and 2 CFR 1201.317.

WHEREAS, effective as of _________, 2025, Town entered into the Charging and Fueling Infrastructure (CFI) Discretionary Grant Agreement with FHWA, (**Grant Agreement**), which incorporates therein and makes a part thereof the "General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Refueling Infrastructure (CFI) Grant Program" (dated March 1, 2024) and "Exhibits to Project-Specific Agreements Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program," collectively attached hereto as Exhibit A (**CFI Terms & Conditions**).

WHEREAS, in accordance with the Grant Agreement, on September 25, 2025, Town issued a Request for Proposals (**RFP**) for the supply of equipment and services for a minimum of 20 Electric Vehicle (**EV**) charging ports (**EV Charger(s)**) at a minimum of five sites in and around Town, including design, environmental compliance application assistance, purchase, and installation of EV Charger and associated technology, and management and maintenance of EV Chargers upon installation (**Project**).

WHEREAS, in response to the RFP, Contractor submitted a proposal dated October 20, 2025, as amended and updated on December __, 2025 and December __, 2025, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (**Contractor's Response to RFP**), proposing to design, purchase necessary equipment, install, and manage and maintain the EV Chargers. Following review of all submissions, Town selected Contractor as the successful respondent for the complete scope of the RFP.

WHEREAS, although the scope of the Project set forth in the RFP includes three (3) phases, the Parties have agreed to enter into this Agreement for Phase I (Design and Pre-Construction) and Phase II (Equipment Procurement and Installation) only, and in a timely manner prior to the end of Phase II , to negotiate in good faith to enter into a separate agreement for Phase 3 (Management and Maintenance).

WHEREAS, subject to the satisfaction of all conditions precedent to commencement of Phase II set forth herein, the Town may authorize the installation, operation, and maintenance of infrastructure on, beneath, above, and within the public right-of-way within Town, and Town, as a municipal corporation, desires to grant to Contractor an authorization granting Contractor the right to construct and install EV Chargers and infrastructure in Town's public rights-of-way in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual covenants and undertakings set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Project Performance.
   A. Contractor agrees to undertake, perform, provide, and complete all work and services and provide all labor, equipment, materials, and deliverables for the Project as set forth in in the Statement of Work attached hereto as **Exhibit C** (**SOW**) and in Contractor's Response to RFP to the extent not in conflict with the SOW (collectively, **Project Services**). If there is a conflict between the Contractor's Response to RFP and the SOW, the terms and conditions of the SOW shall control.
   B. Contractor will perform the Project Services in accordance with the terms of this Agreement, including the CFI Terms and Conditions attached hereto as Exhibit A, the federal procurement regulations, as amended from time to time and all other applicable federal rules and regulations governing grant funding related to EV charging stations, including those referenced in the RFP.

2. Phases of Project Services.
   Contractor acknowledges and agrees that the Project Services shall be performed in three (3) phases, as summarized here, and described in detail in the SOW:
   A. Phase I. Design and Pre-Construction. Project initiation, site assessment, engineering design (preparation of site plans, electrical plans and specifications for 4 DCFC ports and 16 Level 2 ports), preparation for permitting (prepare permit ready plans and manage permitting process) and NEPA support (provide technical data and site drawings necessary for NEPA review and Town's submission of NEPA documents required).
   B. Phase II. Procurement and Installation. Contractor shall **not** commence any Phase II work, nor order any equipment, until Contractor receives a written Notice to Proceed - Phase II ("**NTP-2**") from Town. Town shall only issue an NTP-2 after the following three conditions precedent have been satisfied:
      a. NEPA review is complete and an approval, clearance, or determination that allows the Project to proceed has been issued and Town has received written confirmation of this from FHWA;
      b. Federal CFI Program funds have been formally **obligated** to Town under the Grant by the federal government by written confirmation to Town from FHWA;
      c. Town has approved the final Phase II budget in accordance with the SOW.

      Phase II Project Services include procurement of EV Charger equipment approved by Town in Phase I, delivery of final plans for EV Chargers and infrastructure that conform to NEPA-approved Phase I design, processing final permitting as needed, construction of site pads and installation of EV Charger equipment (construct concrete pads, install all required electrical infrastructure for EV Chargers, and install EV Chargers and wayfinding signage at each site), and testing and network integration with Town's existing EV charging network.
   C. Phase III. Management and Maintenance. THESE SERVICES ARE NOT INCLUDED IN THIS AGREEMENT. The Parties agree to negotiate a separate agreement in good faith for management and maintenance services prior to the end of Phase II, such agreement shall include the following terms: (i) five year operation and maintenance of EV Chargers (commencing after the last EV Charger among all of the site locations listed in Exhibit C is Commissioned (as defined below) and

placed into service, and (ii) 24/7 monitoring, software updates, preventive operational assessments, general maintenance and assistance with compliance reporting in connection with the Grant.

3. <u>**Term**</u>**.** The term of this Agreement shall commence on the Effective Date and shall continue until the last EV Charger is fully installed, connected to all required electrical infrastructure, tested, integrated into the existing EV charging network, and verified as operational in accordance with applicable laws, codes, manufacturer specifications, and any technical requirements set forth in this Agreement, and formally accepted in writing by Town as ready for commercial use (**Commissioned**), after which period this Agreement shall expire (**Term**). This Agreement may be terminated before the end of the Term in accordance with the provisions of this Agreement.

4. <u>Grant of Use of Public Rights-Of-Way.</u>
   A. Town grants to Contractor in the Project Sites (as defined in the SOW) the nonexclusive right to construct and install EV Chargers and infrastructure within the rights-of-way that Town operates on its own behalf. This grant shall be exercised at Contractor's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights-of-way. Except as this Agreement specifically provides otherwise, this grant is neither divisible nor assignable, and Contractor may not grant any person or entity the right to use or occupy the rights-of-way.
   B. The placement of EV Chargers and appurtenant infrastructure is subject to the provisions of the Jackson Municipal Code and, specifically, Contractor must obtain all necessary permits for each instance and all right-of-way work.
   C. Nothing herein shall be deemed to grant, convey, create, or vest in Contractor a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the EV Chargers at any non-approved site locations within the rights-of-way.

5. <u>Fees and Costs</u>.
   A. In consideration of Contractor's full and satisfactory performance of all Project Services in compliance with this Agreement, Town agrees to compensate Contractor as follows:
      a. Phase I- General. Town shall pay Contractor a total agreed fee for Phase I not to exceed $67,000.00, payable in two equal installments of $33,500.00, which together constitute full compensation for Phase I Project Services.
         i. Installment 1. Upon execution of this Agreement.
         ii. Installment 2. Upon completion of all design services to Town's satisfaction and delivery to Town of approved Final Design Plans.
      b. Phase I – Permitting Fees. Included in the Phase I fee above are Town of Jackson permitting fees associated with the installation of the EV Chargers. In the event that the permit fees are less than projected in the Phase I fee, the Phase I fee will be reduced to reflect this adjustment.
      c. Phase II- General. If, and only if, Town issues the NTP-2 to Contractor, Town shall pay Contractor a total agreed fee for Phase II Project Services not to exceed $594,500.00_, which amount may be adjusted by the final approved Phase II budget. Contractor may invoice Town on a monthly basis for Phase II Project Services performed. Town shall pay such invoices subject to a five percent (5%) holdback, which shall be retained until all Phase II Project Services have been completed and approved by Town to its satisfaction.

B. Town's obligation to make payments or disbursements to Contractor is conditioned on Contractor's compliance with all material terms and conditions of this Agreement, the submission of properly documented invoices, the provision of required information and reports, and the implementation and performance of the Project Services in accordance with the SOW and RFP.

C. By submitting an invoice, Contractor is representing that the services or costs identified in the invoice have been provided or incurred, are within the approved Project scope, and that such costs and expenses are proper and allowable under this Agreement. By paying all or a portion of any invoice, Town does not waive its right to recover any payment later determined to be improper or not allowable under this Agreement. Failure to comply with these terms may constitute grounds for termination under Section 13 and may result in recoupment of funds, and the exercise by Town of all rights and remedies available under contract and at law or equity.

6. Standards of Performance.

A. Contractor shall, and shall cause its agents and contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner. Contractor shall comply with applicable laws, codes, regulations, and industry standards, as amended from time to time. Contractor shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, Contractor shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms of approval or authorization. Time is of the essence in the performance.

B. Contractor shall be responsible to ensure that the Project achieves the requirements set forth in the SOW and RFP.

C. Contractor shall be responsible to furnish or arrange for all qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project and shall provide and maintain competent and adequate supervision of the Project to ensure that all Project Services conform to the SOW and RFP.

D. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) personnel performing services on the Project and other persons who may be affected thereby; (ii) the materials and equipment to be incorporated in the Project, whether in storage on or off the site or under the care, custody or control of Contractor; (iii) and persons and property at the Project Sites (as defined in the SOW) or adjacent thereto in connection with the installation or operation of any EV Charger equipment. Contractor shall give all reasonable and necessary notices bearing on safety of persons or property and, where necessary, shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards.

E. All construction, installation and modifications shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

F. Contractor is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable law when performing work on behalf of Contractor, and is jointly and severally responsible for their acts and omissions

G. Contractor shall remedy damage and loss to persons and property caused in whole or in part by Contractor, its agents or employees.

H. Contractor shall keep Town apprised of all material developments in connection with the Project and shall consult and coordinate with Town, as necessary in the performance of the Project.

I. Contractor warrants that materials and equipment furnished under the Agreement for performance and operation of the Project will be of good and durable quality and new unless otherwise required or permitted by the Agreement, that the work and services will be free from defects, and that the work and services will conform to the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and must be repaired or replaced at Contractor's expense.

J. All work upon the streets and public places of Town shall be in accordance with all applicable standards, regulations, codes, and ordinances. Nothing in this Agreement shall be construed as a waiver of any laws, regulations, or rules of Town or of Town's right to require Contractor to secure the appropriate permits or authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of Town's police powers.

7. Warranty.

A. Contractor acknowledges and agrees that Contractor is solely responsible to Town for the performance, functionality, and compliance of the EV Chargers and all related equipment, materials, and systems furnished under this Agreement, whether manufactured by Contractor or by third parties. Any defect, failure, nonconformance, or malfunction of the EV Chargers or related equipment occurring within one (1) year after final acceptance by Town shall be the responsibility of Contractor, and Contractor shall, at its sole cost and expense, promptly repair or replace the affected equipment or components and restore the system to full operable condition.

B. Contractor's warranty obligations under this Agreement are independent of and in addition to any manufacturer warranties. The existence, scope, or enforcement of any manufacturer warranty shall not limit, delay, or excuse Contractor's obligations to Town. Town shall have no obligation to pursue claims directly against any manufacturer, supplier, or vendor during the warranty period.

C. Contractor shall obtain, maintain, and enforce all manufacturer warranties applicable to the EV Chargers and related equipment. Contractor shall act as the warranty administrator on behalf of Town during the warranty period and shall coordinate directly with manufacturers and suppliers to diagnose, process, and resolve warranty claims.

D. Upon final acceptance by Town, Contractor shall assign to Town all transferable manufacturer warranties and guarantees for the EV Chargers and related equipment. Such assignment shall not relieve Contractor of its obligations under this Agreement.

E. Contractor shall respond to warranty service requests within 5 business days of notice from Town.

8. Work in Public-Right-of-Way.

A. Without limiting its obligations under Section 6, Contractor shall comply with the requirements of this Section 7.

B. No right-of-way or other public place shall be obstructed longer than necessary during Contractor's work of construction, installation or modifications, and shall be restored to the same condition existing prior to the commencement of the work. No part of any right-of-way, or other public place of Town, including any public drain, sewer, catch basin, water pipe, pavement, electrical infrastructure, or other public improvement, shall be damaged. However, should any such damage occur, Contractor shall repair the same as promptly as possible, and, in default thereof, Town may make such repairs and charge the actual and documented cost thereof to and collect the same from Contractor. In no event may EV Chargers or infrastructure be constructed, installed or modified in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable laws and regulations protecting persons with disabilities.

9. <u>Change Orders.</u>
   A. <u>Changes to the Project Services</u>. No change to the Project Services or the schedule is effective unless set forth in a written change order (**Change Order**) executed by Town and Contractor.
   B. <u>Submission of Change Requests</u>**.** A change request shall be submitted in writing and shall describe, in reasonable detail, the nature of the proposed change and the reason for the request, including (i) any adjustment to the fees and costs agreed to in this Agreement, (ii) any adjustment to the Project schedule, and (iii) any impacts on permits, utility coordination, site access, or other Project requirements.
   C. <u>Review and Approval.</u> The receiving Party shall review the Change Order request in a timely manner in good faith. A Change Order becomes binding only when signed by authorized representatives of both Parties. Contractor shall not proceed with any changed, extra, or reduced work until a Change Order is fully executed.

10. <u>Ownership of Work Product.</u>
    Contractor agrees that any and all work product will be the sole and exclusive property of Town and hereby irrevocably assigns to Town all right, title and interest in and to any deliverables specified in the SOW developed by Contractor (whether alone or jointly with others) for Town in connection with this Agreement. Town owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Contractor in the performance of this Agreement, including, but not limited to, design documents, drawing and specifications. Notwithstanding the foregoing, Contractor retains a non-exclusive right to use its pre-existing and standard details, design methods, workflows, templates, technical expertise, and calculations incorporated into the Project, solely for Contractor's internal purposes and for use on future projects, provided that such use does not disclose any confidential or proprietary information of Town and does not include reproduction or distribution of project-specific documents or data owned by Town.

11. <u>Rights and Responsibilities Contractor</u>.
    A. Contractor acknowledges that the Project to be performed and materials to be provided under this Agreement will be paid by and through Town using funds from the Grant, which is subject to federal funding that is obligated to Town in discrete phases, and each payment obligation of Town is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Town at the end of the period for which funds are available in accordance with Section 13 herein.
    B. Contractor acknowledges that its receipt of federal funds will require it to comply with a wide array of federal laws and abide by certain contract provisions required in connection with the receipt of federal awards. Contractor may be subject to audit in connection with the receipt and use of Grant funds. Contractor agrees that, if it or one or more of its subcontractors, fails to comply with applicable requirements governing use of the Grant funds, Town may withhold or suspend, in whole or in part, the disbursement of Grant funds and recover all misspent funds following an audit.
    C. Contractor represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Project Services and perform its obligations under this Agreement.
    D. Contractor represents that it is eligible to receive the Grant funds and that it is not suspended, debarred, or disqualified from receiving contracts, grants, awards or other appropriations in Wyoming or in any other state or by the federal government.

E. Contractor represents that there has been no material adverse change in the business, operations, or financial condition of Contractor since the submission of Contractor's Response to RFP. Contractor shall notify Town of any material change in Contractor's legal status, financial status, corporate status, or any other change in status that could have a material adverse effect on Contractor's ability to complete and implement the Project.

F. Contractor shall provide such documents and information and execute any additional documents, disclosures, certifications, and statements of compliance as may be required under state or federal law or regulation, or as may be reasonably requested by Town in order to ensure compliance with applicable law, the Grant Agreement or this Agreement.

G. Contractor acknowledges that a breach of any representation contained in this Agreement, or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Contractor or its agents, may result in termination under Section 13 herein and revocation of this Agreement, and require the immediate repayment of any Grant amounts previously disbursed.

12. Insurance and Performance Bond.

A. Contractor shall procure and maintain, at its own expense, during the Term of this Agreement all insurance required by applicable federal, state, and local laws, including, without limitation:

a. Commercial General Liability Insurance written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, personal injury, and property damage (including all materials and EV Charger equipment to be installed at the Project sites).

b. Worker's Compensation Insurance in compliance with Wyoming state laws, covering all employees engaged in the performance of Project Services, and, to the extent allowed by law, provide a waiver of subrogation against Town, its officers, officials, agents, and employees.

c. Contractor shall provide a Certificate of Insurance including Town, its officers, officials, agents, and employees as additional insureds. Contractor shall also procure and maintain product liability insurance. Contractor shall provide thirty (30) days prior written notice to Town of cancellation or nonrenewal of any required insurance that is not replaced.

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B. In accordance with Wyoming Statute § 16-6-112, Contractor shall, as a material condition of this Agreement, and prior to the commencement of any work in the rights-of-way, deliver to Town either (i) a performance bond or (ii) an irrevocable letter of credit, in either case in an amount not less than one hundred percent (100%) of the total Phase I and Phase II fees set forth in this Agreement, payable to Town, to ensure the appropriate and timely performance of Project Services in the right-of-way and compliance with Contractor's obligations in this Agreement. Any performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to Town in form and substance. Any letter of credit shall be irrevocable, issued by a financial institution authorized to do business in the State of Wyoming, and shall be subject to review and approval by Town's counsel as to form and substance. The performance bond or letter of credit, whichever one is agreed to by the Parties, shall be maintained until all obligations to Town under this Agreement are satisfied. Upon written request by Contractor, and subject to Town's approval in its sole discretion, the sum of the performance bond or letter of credit may be reduced proportionally as payments are made, and the remaining unpaid amount of fees are reduced.

13. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Town or its employees, Contractor agrees to indemnify, save and hold harmless, and defend Town, its elected officials, officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of negligence on the part of Contractor in the construction or installation of the EV Chargers and infrastructure, including, but not limited to, reasonable attorneys' fees and costs as awarded by a court, provided that Town shall give Contractor written notice of its obligation to indemnify Town within fifteen (15) days of receipt of a claim or action pursuant to this Section. If Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of Town. This Section shall survive termination of this Agreement.

14. <u>Termination</u>.
    A. <u>Termination Due to Loss of Federal Grant Funding</u>. Federal requirements that apply to the recipient of the Grant (Town), including the accompanying Grant Agreement, and any amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Grant Agreement including any information incorporated by reference and made part of that Grant Agreement. Applicable changes to those federal requirements will apply to Contractor as a party to an agreement related thereto. In addition, FHWA may terminate the Grant Agreement if circumstances cause changes to the JTY Charging Project that FHWA determines are inconsistent with FHWA's basis for selecting the JTY Charging Project or FHWA determines that termination of the Grant Agreement is in the public interest. If federal grant funding for the Project is revoked, reduced, withdrawn or otherwise rendered unavailable, in whole or in part, Town may immediately terminate this Agreement by providing written notice to Contractor. Contractor acknowledges and agrees that it assumes all risk of loss arising from or related to such termination, and Town shall have no obligation to pay Contractor for any unperformed Project Services, anticipated profits, or other costs of damages resulting from termination under this Section. No penalty shall accrue to Town in the event this provision is exercised, and Town shall not be obligated or liable for any future payments due or for any damages as a result of termination pursuant to this section.
    B. <u>Termination For Non-Appropriation</u>. This Agreement is subject to the annual appropriation of funds by the Town Council of the Town of Jackson, Wyoming. In the event that sufficient funds are not appropriated or are no longer available to support Town's obligations under this Agreement for any fiscal year, Town may terminate this Agreement, without penalty or further obligation, effective at the end of the then-current fiscal year or upon the expiration of the then-existing appropriation authority, whichever occurs first. Town shall provide Contractor with written notice of such non-appropriation within a reasonable time after the Town Council's decision not to appropriate funds. Upon termination under this Section, Town's sole obligation shall be to pay Contractor for services satisfactorily performed and accepted prior to the effective date of termination, subject to the availability of appropriated funds. Town shall have no obligation to appropriate funds for any subsequent fiscal year.
    C. <u>Termination for Cause by Town</u>. Town may terminate this Agreement, in whole or in part, for cause upon written notice if Contractor fails to comply with any term, condition, obligation, requirement, representation, or warranty set forth in this Agreement, including, but not limited to, failure to comply with Section 5.C. (proper submission of invoices) or Section 9.G. (breach of any representation or warranty); failure to comply with applicable laws, codes, permits, or utility requirements; failure to adhere to the approved schedule; failure to correct defective or nonconforming components of the Project within the time specified by Town; or Contractor's insolvency or assignment for the benefit of creditors. In the event of default under this Section 13, Town shall provide Contractor with written notice of default. Contractor shall have forty-eight (48)

hours to cure defaults relating to safety, including, but not limited to, electrical safety, active utility hazards or worksite hazards, and ten (10) days to cure all other defaults. In the event that Contractor does not timely cure a default under this Section, Town shall pay only for Project Services satisfactorily performed prior to the effective date of the termination for cause. Town may withhold amounts reasonably necessary to cover costs incurred in completing the work or correcting deficiencies.

D. Termination for Cause by Contractor. Contractor may terminate this Agreement upon fifteen (15) days' written notice to Town if Town fails to make undisputed payments under this Agreement and does not cure such breach within ten (10) days after receiving written notice. In such event, Contractor shall be entitled to payment for all Project Services performed in accordance with the terms of this Agreement up to the effective date of termination.

E. Effect of Termination. Upon any termination under this Agreement, Contractor shall immediately:

a. Stop all affected work;
b. Secure the Project sites and protect completed work and materials;
c. Deliver to Town all completed work, partially completed work, and all Project-related documents, data, and materials paid for by Town; and
d. Cooperate with Town to facilitate an orderly transition of the work under this Agreement.

15. **Notice.** Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

Contractor:
Winn-Marion Barber, LLC.
ATTN: ____________
7151 S. Blackhawk St., Suite 900
Centennial, CO 80112
Email: ____________

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

Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this Section.

16. <u>**General Provisions.**</u>

A. <u>Entire Agreement; Modification</u>. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the Parties.

B. <u>Force Majeure</u>. Neither Party shall be liable for delays or failure in performance caused solely by the occurrence of extraordinary events beyond the reasonable control of the affected Party that directly prevents performance, and which could not have been avoided or overcome through reasonable diligence (**Force Majeure Events**). Force Majeure Events are limited to: (i) acts of God; (ii) declared states of emergency; (iii) war or civil unrest; and (iv) government orders directly preventing performance. Economic hardship, labor shortages, supply-chain delays, foreseeable weather conditions typical for the Project's region and season, equipment failure, price increases, Contractor labor disputes, or subcontractor defaults shall *not* constitute Force Majeure Events for Contractor.

C. <u>Waiver.</u> The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

D. <u>Assignment and Delegation.</u> Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.

E. <u>Severability.</u> If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. <u>Public Records.</u> Any and all documents submitted to the Town of Jackson may be deemed a public record under the Wyoming Public Records Act, and thereby subject to examination and inspection by third parties.

G. <u>Governing Law; Jurisdiction; Construction.</u> This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both Parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

H. <u>Section Headings.</u> The section headings set forth in this Agreement are solely for the convenience and reference of the Parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

I. <u>Independent Contractor Status</u>. Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Contractor or its agents or employees to act as an agent or representative for or on behalf of Town or to incur any obligation of any kind on behalf of Town.

J. Declaration by Independent Contractor. The Contractor declares and states that it will comply with all federal, state, and local laws and all federal grant requirements and executive orders in the performance of this Agreement.

K. Audit and Access to Records. Town and its representatives shall have access to any books, documents, papers, electronic data, and records of Contractor which are pertinent to this Agreement. Contractor shall immediately, upon receiving written instruction from Town provide to any independent auditor accountant all books, documents, papers, electronic data, and records of Contractor which are pertinent to this Agreement. Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Town.

L. Compliance with Laws. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

M. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

N. Authority. Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

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

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

Winn-Marion Barber, LLC,
a ______________

____
By: _________________________________
Its:__________________________________

Town of Jackson,
A municipal corporation of the State of Wyoming

____

By: Arne O. Jorgensen, Mayor

____

ATTEST: Riley Hovorka, Town Clerk

EXHIBIT A

CFI Terms & Conditions

FEDERAL HIGHWAY ADMINISTRATION

GENERAL TERMS AND CONDITIONS
UNDER THE
FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING INFRASTRUCTURE (CFI) GRANT PROGRAM

March 1, 2024

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Section 11401 of Pub. L No. 117-58 (Nov. 15, 2021) (the "**IIJA**") made funds available to the United States Department of Transportation ("**USDOT**") for fiscal year (FY) 2022 and FY 2023 for the Charging and Fueling Infrastructure (CFI) Discretionary Grant Program to strategically deploy publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure along designated alternative fuel corridors or in certain other locations within communities that will be accessible to all drivers of electric vehicles, hydrogen vehicles, propane vehicles, and natural gas vehicles. The CFR is codified at 23 U.S.C. 151(f)(2).

On March 14, 2023, the USDOT posted a funding opportunity at Grants.gov for "Charging and Fueling Infrastructure" grant and funding opportunity number 693JJ323NF00004. The notice of funding opportunity ("**NOFO**") solicited applications for Federal financial assistance under the FY 2022 and FY 2023 program. On January 11, 2024, the USDOT announced application selections under the NOFO for the FY 2022 and FY 2023 CFI grant program.

These General Terms and Conditions are incorporated by reference in the project-specific agreement under the FY 2022 and FY 2023 CFI discretionary grant program. The term "Recipient" is defined in the project-specific agreement. The project-specific agreement includes schedules A through K. The project-specific agreement may include special terms and conditions in project-specific articles or schedules.

ARTICLE 1
PURPOSE

1.1 Purpose. The purpose of this award is to fund the eligible project defined in the project-specific agreement that has been selected to receive a FY 2022 or FY 2023 CFI Grant. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule E.

ARTICLE 2
FHWA ROLE

2.1 Federal Highway Administration (FHWA) Responsibilities.

(a) The FHWA is the operating administration under the United State Department of Transportation ("USDOT") responsible for the administration of the Grant Program, the approval and execution of the project-specific agreement, and any modifications to the project-specific under section 15.1.

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under the project-specific agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under the project-specific agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under the project-specific agreement will be operated and maintained in compliance with that agreement and applicable Federal law; and

(6) the individual executing the project-specific agreement on behalf of the Recipient has authority to enter the project-specific agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT FHWA Reliance. The Recipient acknowledges that:

(1) the USDOT FHWA relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT FHWA relied on statements of fact in both the Technical Application and the project-specific agreement to determine that the Recipient and the Project are eligible under the terms of the CFI NOFO.

(3) the USDOT FHWA relied on statements of fact in both the Technical Application and the project-specific agreement to establish the terms of the project-specific agreement; and

(4) the USDOT FHWA's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of the project-specific agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to the Project.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under the project-specific agreement without written approval of the FHWA.

(b) The Recipient shall act promptly, in a manner acceptable to the FHWA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under the project-specific agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all FHWA representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the FHWA is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. This FHWA hereby awards a Grant to the Recipient in the amount listed in section 1 of schedule D as the Grant Amount.

4.2 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then the project-specific agreement obligates for the budget period the amount listed in section 1 of schedule D as the Grant Amount and sections 4.2(c)–4.2(h) do not apply to the project-specific agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.2(c)–4.2(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.2(f) or by modifying the project-specific agreement under article 15.

(f) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then for each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in the project-specific agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of the project-specific agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.2(f) or by modifying the project-specific agreement under Article 15.

(h) For information with respect to the Recipient's responsibility to contract with a Private Entity to pay the non-Federal cost share, see section 12.8 Requirement to Contract with a Private Entity under Article 12 titled Contracting and Subawards.

(i) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.2(f) or by modifying the project-specific agreement under Article 15.;

(2) any portion of the Grant that is not obligated under this section 4.2 by the statutory lapse date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project;

(3) the FHWA may consider the failure to obligate funds by the statutory lapse date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 10.1; and

(4) the payment of any non-Federal cost share by a Private Entity is solely a contractual matter between the Recipient and such Private Entity to which the FHWA is not a party.

4.3 Budget Period. The budget period for this award begins on the date of the project-specific agreement and ends on the budget period end date that is listed in section 1 of schedule C or as determined in the FHWA Fiscal Management Information System ("FMIS"). In the project-specific agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

4.4 Period of Performance.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of the project-specific agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In the project-specific agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify all FHWA representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of the project-specific agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in the Technical Application, then the Recipient shall request a modification of the project-specific agreement in Schedule E.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of the project-specific agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under the project-specific agreement to complete the Project; and

(2) the FHWA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of the project-specific agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the FHWA, in writing consistent with the FHWA's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the FHWA does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the FHWA had reimbursed costs exceeding the revised award, the Recipient shall refund to the FHWA the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "CFI Grant Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 FHWA Acceptance of Changes. The FHWA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the Grant Program and the FHWA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement the project-specific agreement unless the FHWA accepts that modification request and the parties modify the project-specific agreement under section 15.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 **Report Submission.** The Recipient shall send all reports required by the project-specific agreement to all FHWA contacts who are listed in section 5 of schedule A.

6.2 **Alternative Reporting Methods.** The FHWA may establish processes for the Recipient to submit reports required by the project-specific agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 **Project Progress and Financial Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the FHWA a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement**.**

7.2 **Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under FHWA award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 **Baseline Performance Measurement.**

(1) The Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) On or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table

in schedule G.

8.2 Post-construction Performance Measurement.

(1) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) For each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-Project Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-Project Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. The Recipient shall submit to the FHWA, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-Project performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-Project Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9
NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

(a) If the FHWA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of the project-specific agreement, the FHWA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the FHWA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the FHWA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The FHWA may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the FHWA must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

(a) If the FHWA makes a final determination of noncompliance under section 9.1, the FHWA may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the FHWA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the FHWA must provide a written notice to the Recipient that describes the remedy, but the FHWA may make the remedy effective before the Recipient receives that notice.

(c) If the FHWA determines that it is in the public interest, the FHWA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the FHWA may elect to consider the interests of only the FHWA.

(e) The Recipient acknowledges that amounts that the FHWA requires the Recipient to refund to the FHWA due to a remedy under this section 9.2 constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under the project-specific agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10
AGREEMENT TERMINATION

10.1 FHWA Termination.

(a) The FHWA may terminate the project-specific agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non- Grant contribution or alternatives approved by the FHWA as provided in the project-specific agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of the project-specific agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the Project to receive a Grant; or

(6) the FHWA determines that termination of the project-specific agreement is in the public interest.

(b) In terminating the project-specific agreement under this section, the FHWA may elect to consider only the interests of the FHWA.

(c) This section 10.1 does not limit the FHWA's ability to terminate the project-specific agreement as a remedy under section 9.2.

(d) The Recipient may request that the FHWA terminate the project-specific agreement under this section 10.1.

10.2 Closeout Termination.

(a) The project-specific agreement terminates on Project Closeout.

(b) In the project-specific agreement, "**Project Closeout**" means the date that the FHWA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the project-specific agreement does not extinguish the FHWA's authority to disallow costs, including costs that the FHWA reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the budget period described under section 4.4 does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

(b) The end of the period of performance described under section 4.5 does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

(c) The cancellation of funds under section 6 of schedule D does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the FHWA's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with the project-specific agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year of the Grant Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including the Federal Fiscal Year ("FY") in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including the Federal Fiscal Year ("FY") in column c ("Additional Award Identification").

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 USDOT Record Access. The FHWA may access Recipient records related to this award under 2 C.F.R. 200.337.

11.5 Title 23 Oversight Responsibilities. This award is subject to the oversight program at 23 U.S.C. 106(g).

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for construction work to be performed on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway) under the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113 and 23 U.S.C. 109(s)(2), as applicable, that 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.

12.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the FHWA. The Recipient acknowledges that the project-specific agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by Office of Management and Budget (OMB), USDOT, and FHWA. The Recipient acknowledges that the project-specific agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements. The Recipient shall comply with 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs"). For the purpose of 49 C.F.R. 26.3 that part applies to the Recipient.

12.4 Engineering and Design Services. As applicable, the Recipient shall 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 that is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2

C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under the Grant award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

12.7 Subaward and Contract Authorization.

(a) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.

(b) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the Recipient may be required to obtain prior written approval from the FHWA agreement officer pursuant to 2 C.F.R. 200.308 and 23 C.F.R. 172 as applicable for the subaward or contracting out of any CFI Planning Grant work under the project-specific agreement above the Simplified Acquisition Threshold. Approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

12.8 Requirement to Contract with a Private Entity

(a) If the award is designated as **"Corridor"** in section 1 of schedule F, then the Recipient must enter into a contract with a Private Entity for the acquisition and installation of the charging and fueling infrastructure provided for under the Grant award as required by 23 U.S.C. 151(f)(6)(A). The Recipient may also enter into a contract with a Private Entity for the operations and maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. 151(f)(6)(C).

(b) If the award is designated as **"Community"** in section 1 of schedule F, then the Recipient may enter into a contract with a Private Entity for the acquisition, construction, installation, operations or maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. 151(f)(8)(H).

(c) For a contract awarded under a **Corridor** award, the Recipient must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, installation, operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. 151(f)(6)(A), 23 U.S.C. 151(f)(6)(C), and 23 U.S.C. 151(f)(10)(B). If a recipient is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the recipient to be in violation or noncompliance of the grant agreement pursuant to 23 CFR 1.36. As provided in section 4.2, the Recipient shall be ultimately responsible for meeting the non-Federal share under the award.

(d) For a contract awarded under a **Community** award, the Recipient must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, construction, installation, operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. 151(f)(8)(H) and 23 U.S.C. 151(f)(10)(B). If a recipient is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the recipient to be in violation or noncompliance of the grant agreement pursuant to 23 CFR 1.36. As provided in section 4.2, the Recipient shall be ultimately responsible for meeting the non-Federal share under the award.

(e) As provided at 23 U.S.C. 151(f)(6)(E)(i), contracts awarded for the acquisition and installation of charging and fueling infrastructure under award may provide for revenue sharing between the Recipient and the Private Entity. Pursuant to 23 U.S.C. 151(f)(6)(E)(ii), any revenues received by the Recipient under such an arrangement must be used only for projects that are eligible under title 23, United States Code.

12.9 Consultation with Indian Tribes. As provided at 23 U.S.C. 151(f)(6)(B), any charging and fueling infrastructure acquired or installed with funds awarded under 23 U.S.C. 151(f) shall be located along alternate fuel corridors that have been designed under 23 U.S.C. 151 only if any affected Indian Tribes are consulted prior to the designation. Accordingly, prior to commencing any work for the acquisition or installation of charging and fueling infrastructure under the award, the Recipient must produce documentation demonstrating that any affected Tribes have been consulted concerning such acquisition and installation. Such consultation may be satisfied through other applicable required processes, such as the Section 106 (of the National Historic Preservation Act) process.

ARTICLE 13
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under the Grant Program award, the FHWA shall not provide funding greater than the amount obligated under section 4.3, and FMIS as applicable. The Recipient acknowledges that the FHWA is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs.

(a) The Grant Program award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

(b) **Operating Assistance**. As provided at 23 U.S.C. 151(f)(6)(C), if included within the scope of the award, the Recipient may use grant funds for operating assistance (as defined at 23 U.S.C. 151(f)(6)(C)(ii)) for any charging and fueling infrastructure that has been acquired and installed with funds awarded under 23 U.S.C. 151(f). Eligibility for any such operating assistance is limited to a period of 5 years after the date of installation, and the amounts allowed for such assistance may not exceed the amount of the contract for the acquisition and installation of the charging and fueling infrastructure.

(c) **Traffic Control Devices.** As provided at 23 U.S.C. 151(f)(6)(D), if included within the scope of the award, the Recipient may use grant funds to acquire and install traffic control devices for charging and fueling infrastructure that has been acquired and installed with funds awarded under 23 U.S.C. 151(f). The amounts allowed for the acquisition and installation of such traffic control devices may not exceed the amount of the contract for the acquisition and installation of the charging and fueling infrastructure. Any such traffic control devices must comply with the Manual of Uniform Traffic Control Devices.

(d) **Education and Community Engagement**. As provided at 23 U.S.C. 151(f)(8)(K), for any award designated as **"Community"** in section 1 of schedule F, and where included within the scope of such award, the Recipient may not use more than 5 percent of the grant award for the costs for educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure.

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to the Grant Program award costs that are incurred after the budget period.

(b) Except as permitted under section 13.3(d)-(f), the Recipient shall not charge to the Grant award costs that were incurred before the date of the project-specific agreement.

(c) The execution of the project-specific agreement will terminate and supersede any previous FHWA approval for the Recipient to incur costs under the Grant Program award for the Project. Section 5 of schedule D is the exclusive FHWA approval of costs incurred before the date of the project-specific agreement.

(d) Reserved.

(e) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and section 5 of schedule D identifies a pre-award approval under 2 C.F.R. 200.458, then the Recipient may charge to the Grant Program award, for payment from the Grant Program grant or other Federal amounts, costs that were incurred before the date of the project-specific agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the FHWA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the Grant award unless approved in advance in writing by the FHWA.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the Grant Program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the FHWA agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The FHWA may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the FHWA determines does not include or is not supported by sufficient detail, the FHWA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 14
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under the project-specific agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 6 of schedule F, if applicable.

(b) Liquidation of obligations and adjustment of costs under the project-specific agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 15
AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement the project-specific agreement by mutual agreement in writing signed by the FHWA and the Recipient. Either party may request to amend, modify, or supplement the project-specific agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the FHWA contacts who are listed in section 5 of schedule A and section 2.2.

(b) The FHWA may update the contacts who are listed in section 5 of schedule by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 FHWA Unilateral Modifications.

(a) The FHWA may unilaterally modify the project-specific agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify the project-specific agreement under this section 15.3, the FHWA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement the project-specific agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17
EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18
LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19
CIVIL RIGHTS AND TITLE VI

19.1 Civil Rights and Title VI.

(a) Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Executive Order 14091, "Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Feb. 16, 2023), and DOT Order 1000.12C, "The U.S. Department of Transportation Title VI Program" (June 11, 2021), the purpose of sections 19.1(b)-192.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.

(b) If the Recipient Type Designation in section 1 of schedule K is "Existing," then the Recipient shall submit to the FHWA either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the FHWA's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient Type Designation in section 1 of schedule K is "New," then the FHWA completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of schedule K.

(d) In this section 12.1, **"Title VI"** means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

19.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 20
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

20.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 3 of schedule F is "Elevated," then, not later that than two years after the date of this agreement, the Recipient shall submit to the FHWA a report that:

(1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of the project-specific agreement to expressly identify Federal law applicable to the Recipient or activities under the project-specific agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

(a) The FHWA is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the FHWA by the Recipient related to this agreement may become FHWA records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under the project-specific agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of the Grant Program award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 26 the project-specific agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance;

(4) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as, applicable to the Recipient.

(5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
ASSIGNMENT

22.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 23
WAIVER

23.1 Waivers.

(a) A waiver of a term of the project-specific agreement granted by the FHWA will not be effective unless it is in writing and signed by an authorized representative of the FHWA.

(b) A waiver of a term of the project-specific agreement granted by the FHWA on one occasion will not operate as a waiver on other occasions.

(c) If the FHWA fails to require strict performance of a term of the project-specific agreement, fails to exercise a remedy for a breach of the project-specific agreement, or fails to reject a payment during a breach of the project-specific agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 24
ADDITIONAL TERMS AND CONDITIONS

24.1 Effect of Urban or Rural Designation. As applicable to the Grant Program, based on information that the Recipient provided to the FHWA, including the Technical Application, if section 1 of schedule F designates the Grant award as an urban award or a rural award, as defined in the NOFO, then the Recipient shall comply with the requirements that accompany that designation on geographic location.

24.2 Disclaimer of Federal Liability. The FHWA shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with the project-specific agreement.

24.3 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

24.4 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 24.4 for all tiers of subawards under the Grant Program award.

24.5 Environmental Review.

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 24.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 24.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in the project-specific agreement may inform environmental decision-making processes, but the parties do not intend the project-specific agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in the project-specific agreement, then:

(1) the parties may amend the project-specific agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the FHWA determines that the condition at section 10.1(a)(5) is satisfied, the FHWA may terminate the project-specific agreement under section 10.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

24.6 Railroad Coordination. If section 4 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 25
MANDATORY AWARD INFORMATION

25.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 27.2;

(2) the "Assistance Listings Number" is 20.205 and the "Assistance Listings Title" is "Highway Planning and Construction"; and

(3) this award is not for research and development.

25.2 Federal Award Identification Number.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number ("FAIN") will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

25.3 Recipient's Unique Entity Identifier.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

ARTICLE 26
CONSTRUCTION AND DEFINITIONS

26.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	CFI Program Designations
Schedule G	CFI Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Equity and Barriers to Opportunity
Schedule J	Labor and Work
Schedule K	Civil Rights and Title VI

26.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to Project-Specific Agreements under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure Program" dated March 1, 2024, and available at https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-exhibits.pdf**,** are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

26.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 26.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the project-specific agreement that are not contained in schedules listed in section 26.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the project-specific agreement, then the project-specific portion of the project-specific agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

26.4 Integration. The project-specific agreement constitutes the entire agreement of the parties relating to the Grant Program and awards under that program and supersedes any previous agreements, oral or written, relating to the Grant Program and awards under that program.

26.5 Definitions. In the project-specific agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–26.

"Grant" means an award of FY 2022 or FY 2023 CFI funds that were made available under the FY 2022 and FY 2023 Charging and Fueling Infrastructure Program Grants Notice of Funding Opportunity 693JJ323NF00004 posted to Grants.gov on March 14, 2023.

"Grant Amount" means the amount of the FY 2022 or FY 2023 CFI discretionary grant funds awarded to the Recipient.

"**Grant Program**" means the FY 2022 and FY 2023 CFI discretionary grants program under 23 U.S.C. 151.

"Private Entity" means a corporation, partnership, company, or nonprofit organization (23 U.S.C. 151(f)(1)).

"**Program Statute**" means the collective statutory text in schedule F.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of the project-specific agreement, including schedules A–K.

"Project-Specific Agreement" means the agreement executed between the FHWA and Recipient and may be a grant agreement or a project agreement in FMIS.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 27
AGREEMENT EXECUTION AND EFFECTIVE DATE

27.1 Counterparts. The project-specific agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

27.2 **Effective Date.** The project-specific agreement will become effective when all parties have signed it. The date of the project-specific agreement will be the date the project-specific agreement is signed by the last party to sign it. This instrument constitutes a Grant when the FHWA's authorized representative signs it.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHBIIT B

Contractor’s Response to RFP

Jackson, WY – RFP#

Design Plans, Purchase, Installation, and Management of Electric Vehicle Charging and Fueling Infrastructure and Associated Technology

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Company Information:
Winn-Marion Barber, LLC
7151 S Blackhawk St, Suite 900
Centennial, CO 80112
303-778-6767
winn-marion.com

Winn-Marion RFP Contact:
Dan Blanchard, Partner/EV Business Development Manager
danblanchard@winn-marion.com | 303-552-1599

Submitted To:
Town of Jackson
Attn: Riley Hovorka, Town Clerk
c/o Selection Committee
150 E. Pearl Avenue
Jackson, WY 83001

Date of Submission:
October 20, 2025

Re: Response to RFP for EV Charging Infrastructure - CFI Grant Program

Dear Members of the Selection Committee:

Winn-Marion is pleased to submit this proposal to serve as Jackson and Teton County's partner in transforming federal CFI grant funding into reliable, professionally managed charging infrastructure serving your community for decades to come.

Why Jackson Matters to Us

For over 50 years, Winn-Marion has served Wyoming communities through our Casper and Gillette offices. We understand what makes Jackson unique: a gateway community balancing resident needs with peak tourism demands, committed to climate leadership while navigating fiscal constraints, and seeking partners who understand Wyoming's demanding conditions.

What Sets Us Apart

Regional Expertise: Our Wyoming operations provide responsive service while our Mountain West network offers deep technical resources. We understand Lower Valley Energy's systems, Wyoming's permitting environment, and the realities of serving mountain communities.

Platform Continuity: We're proposing ChargePoint equipment that integrates seamlessly with your existing 12-station network, ensuring unified management while protecting your prior investment.

Complete Operational Management: Jackson's Town staff will receive professionally managed infrastructure requiring zero daily operational attention. We handle 24/7 monitoring, customer service, maintenance, pricing optimization, discount programs, demand charge management, federal compliance reporting, and warranty coordination.

Federal Compliance Expertise: Our dedicated Grant Compliance Specialist assumes complete responsibility for all CFI requirements, quarterly reporting, and NEPA coordination throughout the five-year operational period.

Our Commitment

This proposal represents our commitment to delivering infrastructure that advances Jackson's climate goals, serves residents and visitors equitably, and generates sustainable revenue—all without requiring technical expertise from Town staff. We're seeking a long-term partnership with a community we're proud to serve.

Should you have questions, please contact me directly. I'm personally committed to Jackson's success and look forward to partnering with your community.

Thank you for your consideration.

Sincerely,

Dan Blanchard, Partner & Executive Lead, EV Business Development
Email: danblanchard@winn-marion.com | Phone: (303)-778-6767 | Mobile: (303) 552-159

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C. Project Approach

The Town of Jackson and Teton County face a complex challenge: transforming federal CFI grant funding into reliable, community-focused EV charging infrastructure that serves residents and visitors for decades—without overburdening municipal staff with technical management or operational complexity. Success requires more than a hardware installer. It demands a dedicated operational partner capable of delivering comprehensive, worry-free service throughout the asset lifecycle while navigating federal compliance requirements, uncertain funding timelines, and Wyoming's demanding operational environment.

Winn-Marion is positioned to be that partner.

Our Solution: Comprehensive Infrastructure Deployment and Professional Management

We propose a turnkey solution addressing four critical components of Jackson's CFI grant initiative:

Design Excellence (Scope A): Our in-house engineering team will develop comprehensive design plans for all seven locations optimized for Jackson's conditions, future expansion capacity, and integration with existing infrastructure. Designs will be permit-ready, utility-coordinated, and positioned for rapid construction mobilization upon Phase 2 authorization.

Strategic Equipment Selection (Scope C): We recommend ChargePoint hardware across all installations—specifically, CP6000 series for Level 2 charging and Express Plus systems for DC Fast Charging. This deliberate platform selection creates a unified 32-port municipal network (20 new Town ports + 12 existing ChargePoint stations) managed through a single platform, maximizing your existing investments while delivering the sophisticated operational capabilities Jackson's strategic priorities require.

Professional Installation (Scope D): Our EVITP-certified field crews will execute all construction activities with systematic quality control, comprehensive safety management, and minimal disruption to municipal operations. All electrical work is performed by our W-2 employees—providing single-point accountability and eliminating the coordination risks that plague multi-subcontractor projects.

Worry-Free Operations (Scope E): Through a fixed-fee operations and maintenance agreement, we assume complete responsibility for managing the Town's 32-port network: real-time monitoring, preventative and corrective maintenance, customer support, pricing optimization, discount program administration, demand charge mitigation, clean energy strategies, and federal compliance reporting. You retain ownership and control while we handle every operational detail.

Note on Scope B (NEPA): Winn-Marion is not proposing services for Scope B (NEPA paperwork preparation) in this response, consistent with federal Design-Build restrictions (23 CFR 636.109). We will provide full technical support and coordination to qualified environmental professionals conducting NEPA reviews.

Why Winn-Marion: Three Compelling Advantages

1. Platform Continuity Creates Operational Excellence

Jackson's existing investment in 12 ChargePoint stations—currently under maintenance contract through June 2030—creates a compelling strategic advantage. By deploying ChargePoint hardware for your 20 new CFI-funded Town ports, we create a unified 32-port municipal network with:

- Single dashboard monitoring of all Town charging assets
- Consistent pricing strategies and discount programs across the entire fleet
- Seamless user experience across old and new installations
- Unified maintenance coordination without managing multiple vendor relationships

This continuity maximizes existing investments while positioning Jackson for operational excellence. For Teton County's 10 additional ports, the same ChargePoint platform ensures consistency and simplified long-term management.

2. Genuine Wyoming Presence with Mountain West Expertise

Our offices in Casper and Gillette provide authentic in-state presence with expertise navigating Wyoming's regulatory environment, utility structures, and demanding climate. This isn't a distant contractor learning on the job—it's regional professionals who understand mountain community needs, Wyoming building codes, and the operational realities of serving extreme weather conditions and seasonal tourism patterns.

For the critical management component (Scope E), our Wyoming-based teams can respond to Jackson within hours for on-site troubleshooting, not days. Combined with our broader Mountain West network (Salt Lake City, Denver/Loveland) and developing Jackson-area contractor partnerships, we provide the responsive local presence essential for achieving 97% uptime while maintaining deep technical bench strength.

3. Proven Public Sector Partnership Model

Our consistent selection by Colorado municipalities and counties for grant-funded charging projects demonstrates the trust government entities place in our technical capabilities and service delivery model. Recent projects include:

- **City of Arvada:** 34-port deployment across 7 municipal sites under state grant programs
- **San Miguel County:** Rural mountain community charging in conditions paralleling Jackson's geography
- **City of Fort Collins:** 150kW transit depot electrification requiring mission-critical reliability
- **Roaring Fork Transit Authority:** Colorado's first pantograph charger in Aspen's challenging environment

These projects validate our ability to deliver the complete service partnerships essential for public infrastructure success—not just installation expertise, but ongoing operational management that eliminates administrative burden for municipal staff. These projects validate our ability to deliver the complete service partnerships essential for public infrastructure success—not just installation expertise, but ongoing operational management that eliminates administrative burden for municipal staff.

Navigating Phase 2 Funding Uncertainty

We acknowledge the reality evaluators are considering: USDOT's ongoing review of competitive funding programs creates uncertainty around Phase 2 authorization. Our proposal is structured to provide maximum value regardless of how federal decisions resolve:

Phase 1 Deliverables Stand Alone: Should Phase 2 funding not materialize, you receive complete, permit-ready engineering designs, future expansion analysis, and NEPA support documentation usable with alternative funding sources or future implementation. Phase 1 work positions Jackson for efficient deployment whenever circumstances permit.

Rapid Phase 2 Mobilization: Upon Phase 2 authorization, our Partner Branded Support relationship with ChargePoint provides priority equipment allocation, while our regional presence enables immediate construction mobilization. We've structured our approach specifically to achieve the May 31, 2026 IRA Direct Pay rebate deadline—but only if Phase 2 funding is obligated by early January 2026.

Flexible Partnership Approach: Should funding be modified, delayed, or require scope reductions, our regional presence positions us as committed partners working collaboratively with Town and County leadership on viable pathways forward. Unlike distant contractors seeking single-project opportunities, we're invested in Jackson's long-term success.

No Phase 2 Obligation Without Funding: By submitting this proposal, we acknowledge the possibility that Phase 2 funding may not be obligated and accept that risk. Should the project terminate after Phase 1, we forfeit any claims beyond the obligated pre-construction budget.

Comprehensive Solution Overview

The following sections detail our proven methodology for delivering service excellence across each scope element. Section C.1 presents our engineering approach to design plans and site assessment. Section C.2 explains our strategic ChargePoint platform recommendation and the specific capabilities supporting Jackson's operational priorities. Section C.3 outlines our professional installation methodology. Section C.4 provides comprehensive detail on our operational management model—the worry-free service that differentiates infrastructure success from infrastructure burden. Section C.5 addresses long-term partnership value and sustainable operations beyond the federal compliance period.

Our approach is informed by over 200 charging station deployments, 50 years serving Mountain West communities, and genuine understanding that successful public infrastructure requires more than technical competence—it demands dedicated partnership, transparent communication, and unwavering commitment to community benefit.

Jackson and Teton County deserve a partner who delivers not just charging stations, but lasting community assets that advance climate goals, serve residents equitably, and operate reliably for decades. Winn-Marion is ready to be that partner.

C.1 Scope A: Design Plans and Site Assessment

Successful charging infrastructure begins with engineering design that addresses immediate deployment requirements and positions Jackson for long-term operational success. Our design approach transforms seven project sites into optimized charging facilities that maximize usability, support future expansion, and integrate seamlessly with existing electrical infrastructure—all while minimizing installation costs and operational complexity.

Site Assessment and Analysis

Comprehensive design starts with thorough site validation. Our engineering team and Project Manager conduct detailed assessments at Jackson's five Town locations (Deloney Parking Lot, Home Ranch Parking Lot, Teton County Recreation Center, Miller Parking Lot, and Phil Baux Park) and two County sites (Stilson Transit Center and Teton County Health Department), documenting the unique characteristics, constraints, and opportunities each presents.

Electrical Infrastructure Evaluation

Our electrical engineers assess existing conditions at each site, including:

- Service capacity and panel configurations
- Available breaker space and upgrade requirements
- Conduit pathways and accessibility
- Voltage characteristics and power quality
- Distance from electrical service to proposed charging locations

This analysis identifies the most cost-effective installation approach while documenting future expansion capacity—a specific RFP requirement. For each site, we determine how many additional ports existing infrastructure could support, what upgrades would enable further growth, and realistic cost implications for various expansion scenarios. This expansion planning provides Town and County leadership with clear roadmaps for efficient future deployment when additional funding becomes available.

Holistic Site Planning

Beyond electrical considerations, our assessments also evaluate:

- Parking configurations and traffic flow patterns
- ADA accessibility requirements and compliance pathways
- Existing signage and wayfinding integration opportunities

- Pavement conditions, drainage, and site grading
- Potential conflicts with lighting, landscaping, or utilities
- Seasonal considerations including snow removal, ice management, and drainage

This comprehensive approach ensures charging installations integrate seamlessly with existing facilities while maximizing functionality for all users year-round.

Optimizing Port Accessibility

The RFP emphasizes designing installations where 2-4 parking spots can access one charging port. Our site planning addresses this objective through:

- Strategic equipment positioning serving multiple adjacent spaces
- Cable length selection maximizing reach without creating trip hazards
- Parking configuration recommendations optimizing port accessibility
- Creative solutions for challenging geometries or constrained spaces

This usability optimization reduces per-vehicle infrastructure costs while ensuring limited charging ports serve maximum users throughout each day.

Engineering Design and Technical Specifications

Following site assessment, our in-house engineering team develops detailed electrical plans, site layouts, and technical specifications providing complete roadmaps for installation while ensuring first-pass approval from permitting authorities and Lower Valley Energy.

Intelligent Load Management Design

Our electrical designs incorporate ChargePoint's load management capabilities from the outset:

- Power Share configurations for dual-port stations enabling dynamic power allocation
- Circuit sharing designs preventing demand spikes across multiple stations
- Coordination with Lower Valley Energy on service requirements and interconnection standards
- Strategic load distribution optimizing infrastructure utilization while maintaining code compliance

These design strategies directly support Jackson's operational priorities around demand charge mitigation—ensuring installations operate efficiently from day one rather than requiring costly post-installation modifications.

Complete Site Documentation

Our site plans document all physical infrastructure requirements:

- Equipment mounting specifications (pedestal vs. wall-mount configurations)
- ADA-compliant parking space configurations and approach paths
- Pavement modifications, striping, and accessibility markings

- Signage locations, messaging, and wayfinding integration
- Site improvements including curb cuts, landscaping restoration, or drainage modifications

These plans provide clear guidance for installation crews while ensuring Town and County staff maintain complete visibility into construction scope at each location.

Future Expansion Planning

As a specific RFP deliverable, our design package includes comprehensive future expansion documentation for each site:

- Available capacity analysis: How many additional ports existing infrastructure could support without major upgrades
- Upgrade requirements: Infrastructure investments needed if expansion exceeds available capacity
- Strategic sizing recommendations: Electrical panel sizing, conduit pathways, and service capacity designed to facilitate future growth
- Cost implications: Estimated expenses for various expansion scenarios
- Phased deployment strategies: Recommendations for efficient implementation when future funding becomes available

This forward-looking analysis empowers Town and County leadership to make informed decisions about future infrastructure investments with clear roadmaps for cost-effective expansion.

Regulatory Coordination and Compliance

Utility Coordination

Early coordination with Lower Valley Energy ensures proposed installations align with utility technical requirements and service delivery capabilities. Our team initiates formal utility coordination simultaneously with design development:

- Present preliminary plans to utility representatives
- Incorporate feedback into final designs before permit submission
- Establish realistic approval timelines and interconnection schedules
- Address utility-specific concerns during design phase rather than during construction

This proactive engagement prevents delays and ensures designs reflect utility operational requirements.

Code Compliance and Permitting

Our designs ensure complete compliance with:

- NEC Article 625 (Electric Vehicle Charging Systems)
- NEVI technical specifications (23 CFR Part 680)
- Wyoming building and electrical codes

- ADA standards and accessibility requirements
- Town of Jackson and Teton County local provisions

Designs are developed specifically for first-pass permit approval, with our in-house permitting specialists reviewing compliance before submission.

NEPA Coordination Support

While NEPA documentation will be prepared by qualified environmental professionals per federal regulations (23 CFR 636.109), our engineering team provides comprehensive technical support:

- Supply detailed site plans and construction specifications
- Coordinate environmental assessments and site evaluations
- Maintain design flexibility for NEPA-driven modifications
- Adjust designs to address environmental findings and mitigation requirements

We develop designs anticipating likely review outcomes while maintaining flexibility to accommodate the NEPA process, supporting efficient review and rapid construction mobilization upon Phase 2 authorization.

Mountain Environment Expertise

Our in-house engineering team brings decades of experience designing electrical infrastructure for challenging mountain environments. We understand Wyoming's unique considerations:

- Extreme temperature variations (-40°F to 100°F+)
- Heavy snow loads and ice accumulation on equipment
- Seasonal drainage management and freeze-thaw cycling
- Coordination with rural utility providers operating differently than urban utilities
- Seasonal access constraints affecting construction and maintenance

This regional expertise produces designs that work reliably in Jackson's conditions rather than requiring field modifications when generic approaches encounter Wyoming realities.

Deliverables and Timeline

Design Plans Package:

- Complete electrical plans and specifications for all seven sites
- Site layout drawings with equipment locations and ADA compliance verification
- Construction specifications and installation details
- Load calculations and electrical service requirements
- Future expansion capacity analysis and strategic recommendations
- Equipment specifications and technical data sheets
- Signage plans and wayfinding integration

Supporting Documentation:

- Utility coordination records and Lower Valley Energy approvals
- Code compliance documentation and permit-ready application packages
- Technical information supporting NEPA documentation
- Project schedule and construction sequencing plans

Timeline: We commit to delivering complete design plans within 4-6 weeks of contract execution for the Town's five locations and County's two sites. This timeline assumes reasonable site access for assessments, timely stakeholder input on design preferences, and normal Lower Valley Energy coordination response times. Design completion precedes NEPA review as required by federal regulations, positioning Jackson and Teton County for rapid Phase 2 mobilization upon funding authorization.

Our designs transform federal grant requirements into thoughtfully planned community infrastructure—optimized for efficient permitting, smooth construction execution, strategic future expansion, and decades of reliable service in Wyoming's demanding conditions.

C.2 Scope C: Equipment Purchase and Technology Selection

Strategic technology selection requires balancing immediate performance requirements with long-term operational sustainability. Winn-Marion maintains active partnerships with all major charging infrastructure manufacturers, enabling us to recommend the optimal platform for each project's unique operational context. For Jackson and Teton County, we conducted objective evaluation of multiple manufacturers and recommend ChargePoint hardware across all installations: the CP6000 series for Level 2 charging and the Express Plus system for DC Fast Charging.

This recommendation is driven by three compelling strategic advantages positioning Jackson for operational excellence: seamless integration with existing infrastructure, proven reliability in extreme climates, and advanced capabilities specifically aligned with Jackson's operational priorities.

Vendor-Agnostic Selection Process

Winn-Marion is not a single-manufacturer dealer. Our team holds certifications and deployment experience across multiple charging platforms, and we've successfully deployed diverse solutions throughout the Mountain West. This manufacturer independence allows us to recommend the best technical fit for each project rather than defaulting to exclusive partnerships or sales incentives.

For Jackson and Teton County, we evaluated multiple manufacturers against your specific requirements:

- Platform continuity with Jackson's existing 12 ChargePoint stations
- Climate resilience for reliable sub-zero operation in Wyoming conditions
- NEVI/CFI compliance (OCPP 2.0.1, ISO 15118-2, Buy America)
- Proven uptime performance in public-access mountain environments
- Support infrastructure enabling rapid issue resolution

- Advanced load management for demand charge mitigation
- Universal vehicle compatibility (J1772 and NACS standards)

ChargePoint emerged as the clear choice based on these objective criteria—not due to exclusive arrangements or financial incentives, but because their platform uniquely addresses Jackson's operational priorities while maximizing existing infrastructure investments.

Strategic Advantage 1: Platform Continuity

The Town of Jackson's existing investment in 12 ChargePoint stations—currently under maintenance contract through June 2030—creates a unique strategic opportunity. By deploying ChargePoint hardware for the 20 new CFI-funded Town ports, we create a unified 32-port municipal network managed through a single platform with consistent user experience, unified operational oversight, and streamlined maintenance coordination.

Immediate Operational Benefits:

- Single dashboard monitoring of all 32 Town ports
- Consistent pricing and discount programs across the entire network
- Seamless user experience with one payment system for all stations
- Unified maintenance coordination without managing multiple vendor relationships
- Maximized existing investments through staff familiarity and network relationships

For Teton County's 10 additional ports, the same ChargePoint platform ensures operational consistency and simplified long-term management. Platform continuity eliminates the operational complexity and increased costs associated with managing multiple charging platforms—a tangible efficiency gain from day one.

Strategic Advantage 2: Climate Resilience

Wyoming's temperature extremes demand charging infrastructure engineered specifically for reliable sub-zero operation. Both the ChargePoint CP6000 and Express Plus platforms are rated for continuous operation from -40°F to 122°F, ensuring dependable performance throughout Jackson's harsh winters when reliable charging access is most critical for residents and visitors.Cold-Weather Engineering Features:

- Internal heating systems maintain optimal temperatures for sensitive electronics and payment systems
- Liquid-cooled cable technology on DCFC dispensers prevents freezing while maintaining safe high-power delivery
- Ruggedized enclosures (Type 3R for CP6000; Type 3R with IP56 rating for Express Plus) protect against ice, snow accumulation, and freeze-thaw cycling
- Weatherproof construction engineered specifically for extreme temperature cycling and harsh mountain environments

These engineering details translate directly into uptime performance. ChargePoint's liquid-cooled cable technology for DCFC installations, combined with weatherproof enclosures and thermal management systems, minimizes the service disruptions from weather damage and vandalism—the most common causes of charging station failures in public mountain installations. Jackson's infrastructure will operate reliably year-round, supporting transportation electrification goals even during the most challenging weather conditions.

Strategic Advantage 3: Advanced Operational Capabilities

ChargePoint's technology platform provides the sophisticated capabilities essential for executing Jackson's strategic operational priorities around peak demand management, clean energy optimization, and equitable community access.

Intelligent Load Management

The integrated power management system enables our team to implement load balancing strategies minimizing Lower Valley Energy's demand charges:

- Power Share functionality allows dual-port Level 2 stations to dynamically allocate up to 80 amps between vehicles based on real-time demand
- Circuit sharing across multiple stations enables dynamic power distribution managed to predetermined thresholds
- Time-based power ceilings automatically adjust charging speeds during Jackson's 7-9 AM peak period while increasing to full capacity during off-peak hours
- Modular power architecture in Express Plus DCFC installations allows precise load management preventing costly utility demand spikes

These capabilities directly support Jackson's fiscal priorities—demand charge optimization isn't a future enhancement but a core operational strategy from day one.

Universal Vehicle Compatibility

Both CP6000 and Express Plus platforms feature ChargePoint's Omni Port technology, providing universal vehicle compatibility through integrated dual-standard connectors. Each cable natively supports both J1772 and NACS (J3400) standards, eliminating adapter requirements and future-proofing installations as the industry transitions to Tesla's NACS standard. Every current and future EV—whether using J1772 or Tesla's charging standard—can charge at every port without additional equipment or user complexity.

For Jackson's installation, we're specifying CP6000 stations with Omni Port connectors for Level 2 charging and Express Plus with Omni Port for DC Fast Charging, ensuring consistent universal compatibility across the entire 30-port network.

ChargePoint's Omni Port connector provides universal vehicle compatibility through an integrated dual-standard design, eliminating the need for adapters or separate cables.

Sophisticated User Management

ChargePoint's cloud-based management platform enables the operational strategies Jackson prioritizes:

Flexible Discount Programs: Advanced user group functionality allows us to create and administer multiple discount categories—residents, employees, multi-family housing residents, income-qualified individuals—through flexible authentication methods including RFID cards, NFC (Tap to Charge), and mobile app integration. Qualified users receive designated discounts automatically without complex payment navigation or public identification, maintaining both program integrity and user dignity.

Dynamic Pricing Controls: We can implement time-of-use rates discouraging charging during peak periods while incentivizing off-peak usage, status-based overstay fees encouraging turnover with configurable grace periods and automatic overnight waivers, and real-time pricing adjustments responding to grid conditions and operational objectives.

Automated Compliance: The platform automatically captures all NEVI-required data points including uptime metrics, session details, energy dispensed, and payment methods. Our team manages quarterly and annual report generation formatted for federal submission and coordinates third-party data sharing through public APIs meeting transparency requirements—transforming complex federal compliance obligations into background processes requiring no Town or County staff involvement.

Payment Flexibility and Revenue Management

The platform accommodates diverse payment preferences while ensuring NEVI-compliant universal access:

- Contactless credit and debit cards
- Apple Pay and Google Pay
- ChargePoint RFID cards

- Mobile app integration

ChargePoint handles all payment processing automatically, remitting net proceeds to the Town and County quarterly while our team manages financial reporting and revenue optimization. Real-time monitoring provides continuous visibility into station status, charging performance, payment system functionality, and network connectivity—enabling proactive issue identification and rapid remote resolution that maintains the 97% uptime requirement.

Hybrid Support Model: Manufacturer Expertise + Local Responsiveness

Our ChargePoint Partner Branded Support arrangement combines the resources of the nation's largest charging network with the responsiveness of dedicated regional experts. This hybrid model provides Jackson and Teton County with:

Manufacturer-Level Resources:

- Immediate access to ChargePoint's engineering team and advanced diagnostic tools
- 24/7/365 technical support center staffed by factory-trained diagnostics experts
- Complete system telemetry and remote troubleshooting capabilities
- Priority warranty service and expedited parts replacement

Local Accountability:

- Winn-Marion as single point of contact for all operational management
- Wyoming-based technicians responding within hours when on-site service is needed
- Seamless escalation to manufacturer support while maintaining service continuity
- Proactive monitoring and preventative maintenance beyond reactive troubleshooting

Remote diagnostics resolve 60-70% of issues without requiring on-site visits—software resets, network connectivity restoration, payment system adjustments, and charging protocol updates can often be implemented remotely. When physical intervention is necessary, our Wyoming-based teams arrive equipped with diagnostic data, appropriate parts, and manufacturer-level technical knowledge for efficient first-visit resolution.

Warranty and Service Coverage

ChargePoint provides a standard limited 2-year parts warranty on all Express Plus and CP6000 equipment. Through our comprehensive operational management agreement, Winn-Marion extends effective coverage throughout the 5-year federal compliance period and beyond through:

- Proactive monitoring identifying issues before failures occur
- Rapid response protocols (24-72 hours) minimizing downtime when service is needed
- Priority warranty claim processing leveraging our Partner Branded Support relationship
- Complete warranty coordination without requiring any Town or County involvement
- Preventative maintenance programs addressing wear before it causes failures
- Parts inventory management ensuring rapid replacement component availability

This integrated approach ensures Jackson and Teton County receive worry-free infrastructure operation throughout the federal grant compliance period, with all technical complexity, warranty coordination, and maintenance logistics managed entirely by our team. The result is infrastructure that simply works—reliably, consistently, and without administrative burden for municipal staff.

Federal Compliance and Standards-Based Architecture

All recommended equipment meets comprehensive federal requirements:

NEVI Technical Standards:

- OCPP 2.0.1 certification ensuring charging network interoperability
- ISO 15118 support enabling Plug & Charge functionality
- OCPI 2.2.1 compliance for cross-network roaming
- UL and ENERGY STAR certification for Level 2 chargers
- Buy America compliance meeting FTA and FHWA requirements

Standards-Based Protection Against Lock-In

ChargePoint's OCPP 2.0.1 certification and standards-based architecture provide critical protection against true vendor lock-in. Should circumstances require future platform migration—whether due to technological advancement, changing requirements, or business considerations—the standards-based foundation enables interoperability with alternative charging networks. Jackson owns the infrastructure and retains full operational control.

The sophisticated capabilities we're proposing aren't proprietary dependencies but open-standard implementations that will serve Jackson regardless of future vendor relationships. ChargePoint equipment is specifically designed to securely switch charging network providers without any hardware changes—a level of flexibility that protects Jackson's infrastructure investment while maintaining operational continuity. This standards-based approach, mandated by NEVI requirements and implemented throughout ChargePoint's platform, ensures your charging infrastructure remains a community asset under your control, not a proprietary system requiring permanent vendor relationships.

Technical Specifications

Level 2 Charging: ChargePoint CP6000 Series

Specification	Details
Power Output	Up to 80 amps (19.2 kW at 240V) per dual-port station
Connector Type	Omni Port (J1772 + NACS dual-standard)
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)

Enclosure Rating	Type 3R (weatherproof)
Network Connectivity	LTE Category 4, WiFi (2.4 GHz and 5 GHz 802.11 a/n/b/g), Ethernet capable with accessory
Payment Methods	RFID (ISO 15693, ISO 14443, NEMA EVSE 1.2-2015), NFC (Tap to Charge), Remote (mobile app and in-vehicle if supported)
Load Management	Power Share (dynamic allocation up to 80A between two ports), Power Select (configurable 40A, 48A, 56A, 64A, 80A)
Certifications	UL and cUL listed (UL 2594, UL 2231-1, UL 2231-2, NEC Article 625), FCC Part 15 Class B, OCPP 2.0.1
Communication Protocols	OCPP 2.0.1, ISO 15118 supported by hardware
Cable Length	23 feet (extendable reach for multi-space access)
Mounting Options	Pedestal mount or wall mount

Figure 1 ChargePoint CP6000 Level 2 Charging Station (Conceptual Rendering)

ChargePoint stations support customizable enclosure colors and display interfaces enabling Jackson to showcase local identity through community branding and Teton landscape imagery. This dual customization capability—exterior aesthetics and digital content—transforms functional infrastructure into welcoming community amenities that reinforce Jackson's position as Wyoming's gateway to natural wonders while maintaining full NEVI compliance and universal payment functionality.

DC Fast Charging: ChargePoint Express Plus

Specification	Details
Power Output	Up to 200 kW per Power Block (160 kW optional configuration)
Connector Type	CCS1 (500A max), CCS2 (500A max), NACS via Omni Port (500A max), CHAdeMO (200A max), MCS capable (Phase 1: 1200A)
Operating Temperature	-40°C to 50°C (-40°F to 122°F) with derating
Storage Temperature	-40°C to 70°C (-40°F to 158°F)
Voltage Range	100 to 1000 VDC (charging)
Enclosure Rating	Type 3R, IP56, IK10
Cable Technology	Liquid-cooled, cut-resistant design
Cable Length	Standard 5.8 m (19 ft) with Cable Management Kit; MCS: 4.5m (14.7 ft)
Network Connectivity	Ethernet (primary), 4G LTE (backup)
Payment Methods	Contactless credit/debit, NFC (Apple/Google Pay), RFID, mobile app
Load Management	Dynamic Power Management per station or port, Remote Energy Management via Admin Portal, API, and Open ADR 2.0b VEN
Certifications	cUL and UL listed (UL 2202, UL 2231-1, UL 2231-2), CE and UKCA marked (IEC 61851-1, IEC 61851-23), CTEP, Energy Star, OCPP 2.0.1
Communication Protocols	OCPP 2.0.1, ISO 15118-2/3, DIN 70121, SAE J1772, IEC 61851-23, SAE J3271 (MCS)

Foundation for Long-Term Success

This strategic technology selection—driven by objective evaluation, platform continuity, climate reliability, and operational capability—provides the foundation for worry-free municipal charging operations. Jackson and Teton County receive:

- **Proven hardware** specifically engineered for Wyoming's demanding conditions with continuous operation ratings from -40°F to 122°F
- **Integrated software** enabling sophisticated operational management including demand charge mitigation, discount program administration, and automated federal compliance
- **Comprehensive professional support** through our hybrid model combining ChargePoint's manufacturer resources with Winn-Marion's local presence and accountability
- **Standards-based architecture** (OCPP 2.0.1, ISO 15118) preventing vendor lock-in while ensuring long-term interoperability
- **Universal vehicle compatibility** through SAE J1772™ (Level 2) and Omni Port technology (DCFC) serving current and future EV fleets
- **Extended operational coverage** throughout the 5-year federal compliance period through our comprehensive service agreements

Most importantly, this technology platform enables our team to execute Jackson's strategic priorities around demand management, clean energy optimization, and equitable community access without requiring any technical expertise or vendor coordination from municipal staff. The sophisticated capabilities—real-time load balancing, dynamic pricing, automated compliance reporting, and proactive maintenance—become invisible to Town and County operations while delivering measurable progress toward climate, equity, and fiscal management objectives.

Jackson and Teton County can confidently move forward knowing their charging infrastructure investment is built on proven technology, protected by open standards, and professionally managed for long-term community benefit.

C.3 Scope D: Installation and Construction

Successful charging operations begin with flawless project execution. Our installation methodology demonstrates the expertise, accountability, and attention to detail municipal staff will experience throughout our operational management partnership. This approach recognizes that public charging sites present unique challenges—Town facilities must maintain normal operations while accommodating electrical construction, and residents and visitors continue their daily routines around active work sites. Professional installation execution builds the trust necessary for successful long-term partnerships.

Pre-Construction Planning and Coordination

Efficient installation begins with thorough pre-construction coordination validating designs, securing approvals, and ensuring readiness for seamless mobilization.

Site Validation and Design Verification

Our Project Manager conducts final site validation visits at each of Jackson's five Town locations (Deloney Parking Lot, Home Ranch Parking Lot, Recreation Center, Miller Parking Lot, Phil Baux Park) and two County sites (Stilson Transit Center, Health Department) to:

- Confirm as-built conditions match design assumptions
- Coordinate any necessary design adjustments with Town and County staff
- Verify material staging areas and construction access
- Establish site-specific safety protocols and community communication plans

This validation ensures field crews arrive with accurate information and appropriate equipment, eliminating delays from unexpected site conditions.

Permitting and Regulatory Coordination

Our in-house permitting specialists manage all Wyoming state and local permit applications for all seven sites. We prepare complete application packages designed for first-pass approval, coordinate with Town of Jackson and Teton County building departments on submission requirements, and obtain all necessary building, electrical, and site development permits before mobilizing construction crews. This proactive approach ensures construction begins only after regulatory approvals are secured, preventing work stoppages from permit issues.

NEPA and Environmental Coordination

While NEPA documentation is prepared by qualified environmental professionals as required by federal regulations, our team provides coordination support:

- Supply technical information and construction specifications supporting environmental review
- Coordinate construction scheduling to align with NEPA approval timelines
- Maintain flexibility to accommodate modifications resulting from the NEPA process

Our understanding that Phase 2 funding obligation is contingent upon NEPA completion shapes our readiness approach—we maintain mobilization readiness while respecting the environmental review process timeline.

Utility Coordination

Final coordination with Lower Valley Energy confirms:

- Interconnection requirements and approval
- Construction notification protocols and utility work coordination
- Required utility-side work or inspections

This proactive engagement ensures smooth utility integration without last-minute technical delays.

Professional Field Execution & Dedicated Project Management

Every installation receives a dedicated Winn-Marion Project Manager serving as the single point of contact for all stakeholders. Our Project Manager:

- Maintains direct communication with Town and County staff
- Coordinates all field activities and community notifications
- Resolves issues immediately without requiring municipal coordination
- Ensures consistent quality standards across all seven locations

In-House EVITP-Certified Installation Teams

All electrical work is performed exclusively by our W-2, EVITP-certified electricians with specialized charging infrastructure experience. Our field teams are dispatched from our Wyoming offices in Casper and Gillette (approximately 5-6 hours from Jackson), with additional support available from our Salt Lake City and Denver/Loveland locations when project timelines require accelerated deployment.

We're actively developing partnerships with qualified Jackson-area electrical contractors to provide local support for future maintenance and emergency response, while our EVITP-certified teams handle specialized EVSE installation requiring ChargePoint-specific expertise.

This self-performance model provides:

- Single-point accountability for installation quality
- Consistent workmanship standards across all locations
- Specialized expertise in EVSE-specific requirements (load balancing, protocol integration)

- Elimination of subcontractor coordination risks

Our field teams work exclusively on charging projects, ensuring deep familiarity with ChargePoint equipment, NEC Article 625 requirements, NEVI technical specifications, and the cold-weather installation techniques essential for Wyoming's climate. Our crews have extensive experience with:

- Extreme temperature installations (-40°F operational requirements)
- Freeze-thaw cycle considerations for conduit and cable routing

- Snow load planning for equipment mounting and cable management
- Coordination with winter facility operations and snow removal

Safety and Public Access Management

Every installation includes safety management designed for work in active public facilities:

- Daily safety briefings reviewing site-specific hazards and public interaction protocols
- Clearly marked and secured work zones protecting workers and the public
- Appropriate barriers, signage, and traffic control ensuring safe pedestrian and vehicle flow

Our systematic safety approach ensures residents, employees, and visitors experience minimal disruption while observing construction practices demonstrating our operational professionalism.

Community Communication

Municipal staff should focus on core responsibilities while we handle construction coordination and public communication. Our team manages:

- Project update notifications to affected facilities and nearby businesses
- Parking impact advisories and alternative access information
- Construction schedule updates and completion timelines
- Coordination of temporary service interruptions or access modifications

For each location, we develop site-specific communication plans addressing unique stakeholder needs. Downtown locations like Deloney and Home Ranch with high foot traffic and tourist activity receive comprehensive public notifications, while County facilities like the Health Department with primarily employee access require more targeted internal communications.

Installation and Quality Assurance

Installation proceeds through clearly defined phases with quality control inspection before advancing to the next stage, ensuring issues are identified and resolved immediately.

Phase 1: Electrical Infrastructure

- Install conduit pathways and pull electrical circuits
- Make service panel connections with appropriate overcurrent protection
- Verify proper grounding and bonding throughout all systems

- Integrate load management and power sharing configurations
- Coordinate final electrical inspections with local authorities

Phase 2: Equipment Installation

- Concrete pad installation or surface preparation as required
- Equipment mounting (pedestal or wall-mount configurations appropriate to each site)
- Cable management and routing preventing trip hazards while maximizing reach
- Network connectivity establishment and verification
- Payment system integration and testing

Our field teams follow detailed ChargePoint installation specifications ensuring consistency across all locations while allowing appropriate customization for site-specific conditions.

Phase 3: Accessibility and Signage

Every installation undergoes rigorous accessibility review ensuring compliance with federal ADA requirements and NEVI accessibility specifications:

- Appropriate accessible parking space dimensions and configurations
- Proper mounting heights for payment systems and user interfaces
- Clear approach paths free of obstacles or trip hazards
- Appropriate lighting for nighttime accessibility and safety

Our installations include all signage required for operations and regulatory compliance:

- Clear EV-only parking designation with regulatory language
- Tow-away enforcement information and overstay time limits
- Accessible space identification and usage guidelines
- Welcoming messaging about charging features and 100% Green Power sourcing
- Wayfinding integration with existing Town and County signage systems

Phase 4: Final Site Work

- Pavement striping and space designation
- ADA-compliant crosshatching and access markings
- Required curb cuts or accessibility improvements
- Landscaping restoration or site cleanup
- Final site inspection ensuring complete installation quality

Commissioning and Operational Transition

Final commissioning transforms installed equipment into fully operational charging infrastructure.

System Testing and Validation

Our commissioning process includes:

- Complete testing of all electrical systems and safety interlocks
- Network connectivity verification and remote monitoring confirmation
- Payment system validation (contactless credit cards, RFID, NFC functionality)
- Charging protocol testing with multiple vehicle types
- Load management and power sharing verification

Testing simulates real-world usage scenarios ensuring systems operate reliably under actual field conditions rather than just passing basic functionality checks.

Network Integration (Town of Jackson Only)

A critical commissioning activity for the Town is seamless integration of 20 new ports with the existing 12 ChargePoint stations. Our team:

- Configures unified network management enabling single-dashboard monitoring of all 32 Town ports
- Implements consistent pricing and discount programs across the entire Town fleet
- Establishes unified user access and payment processing
- Verifies existing and new stations operate as one integrated network

This integration ensures Town staff and users experience Jackson's charging network as a cohesive system rather than separate installations requiring different management approaches.

Note: Teton County's 10 ports will be commissioned and operated independently from the Town's network, as County management services are not included in this proposal scope.

Final Approvals and Transition

We coordinate all required final inspections with Town, County, and Lower Valley Energy representatives, obtain all necessary approvals and operating certificates, complete final documentation and as-built drawings, and provide system orientation for Town and County staff.

Only after successful completion of all testing, inspections, and approvals do we transition stations to active operational status. For the Town's 32-port network, all monitoring, maintenance, and optimization services activate immediately upon commissioning. For the County's 10 ports, we provide complete installation documentation and operator training enabling independent County management.

Proven Track Record

This installation methodology has been refined across charging infrastructure deployments throughout the Mountain West, including multiple projects in challenging mountain environments with extreme weather conditions similar to Jackson's operational requirements. Our systematic approach to execution builds the confidence necessary for successful long-term partnerships, demonstrating that installation quality directly reflects the operational management Jackson and Teton County will receive throughout the infrastructure lifecycle.

C.4 Scope E: Management and Operations

The Town of Jackson seeks more than charging infrastructure installation—it requires a dedicated operational partner capable of managing a sophisticated municipal charging network without burdening Town staff. Our fixed-fee operations and maintenance agreement transforms the challenge of operating the Town's 32-port network (20 new CFI-funded ports plus 12 existing ChargePoint stations) into a worry-free municipal asset advancing Jackson's strategic priorities while requiring zero daily operational attention from Town staff.

Note on Scope: This management proposal applies exclusively to the Town of Jackson's 32 charging ports. Teton County's 10 ports will be commissioned and documented for independent County management, as County operational services are not included in this proposal scope.

Through our comprehensive management model, the Town retains full ownership and control of charging assets while we assume complete responsibility for every operational aspect: 24/7 monitoring and performance optimization, preventative and corrective maintenance, customer support and issue resolution, pricing management and revenue optimization, discount program administration, demand charge mitigation strategies, federal compliance and grant reporting, and complete warranty coordination. This service model ensures charging infrastructure operates reliably, serves community needs equitably, and advances Jackson's climate and fiscal objectives—all managed professionally by our dedicated team.

Fixed-Fee Management Model and Financial Structure

Our operational partnership is structured as a fixed-fee operations and maintenance agreement providing Jackson with predictable annual costs while retaining full revenue potential. This financial model separates capital investment (covered by federal CFI funding) from ongoing operational expenses, enabling clear long-term budget planning.

Town Financial Responsibilities:

The Town pays three direct costs supporting charging operations:

Electricity Costs: Paid directly by Town to Lower Valley Energy at the 100% Green Power rate, ensuring all charging is powered by renewable energy. The Town's Green Power commitment differentiates Jackson's network as genuinely clean transportation infrastructure while directly supporting Wyoming's renewable resources. We provide monthly electricity cost reporting and quarterly analysis documenting consumption patterns and demand charge optimization effectiveness.

ChargePoint Network Fees: Annual subscription costs for ChargePoint's cloud-based management platform. Since the Town owns the equipment, it pays for the software enabling remote monitoring, user management, payment processing, and federal compliance data collection. These network fees are direct manufacturer charges paid annually to ChargePoint.

Winn-Marion Management Fee: Fixed annual fee covering comprehensive operational management described in this section. This predictable cost ensures professional service delivery without variable expenses or surprise charges throughout the operational period.

Town Retains 100% of Charging Revenue:

All revenue generated from public charging flows directly to the Town. There is no revenue sharing—Jackson keeps every dollar earned from charging sessions, minus the direct costs above. ChargePoint handles all payment processing automatically and remits net proceeds to the Town quarterly, with detailed transaction reporting documenting all revenue activity. This structure maximizes Town revenue potential while ensuring professional management eliminates operational burden.

Agreement Term:

Our management agreement spans an initial 5-year term matching the federal compliance period, with options to extend well beyond this initial period. Jackson's charging infrastructure will serve the community for 10-15+ years, and we're prepared to continue professional management throughout the infrastructure lifecycle as long as the Town finds value in our partnership.

This transparent financial model ensures Jackson understands exactly what it's paying for and what value it's receiving, with no hidden costs or surprise expenses throughout the operational period.

What's Included in the Fixed-Fee O&M Agreement

Our fixed annual management fee provides complete operational services ensuring federal compliance, worry-free operations, and zero Town staff burden throughout the 5-year federal compliance period. This comprehensive service includes everything Jackson needs for operational excellence.

Guaranteed Performance and Uptime

97% Minimum Uptime Commitment: We commit to maintaining 97% minimum uptime across all 32 Town charging ports, meeting federal NEVI requirements and ensuring reliable community access. Our uptime commitment is calculated per NEVI standards: total operational hours divided by total required operational hours, excluding planned maintenance windows coordinated with Town staff.

Response Time Framework:

- **24 hours:** Initial response and diagnostic assessment for all reported issues
- **48-72 hours:** On-site technician arrival when physical intervention is required
- **Remote resolution:** Many issues resolved remotely within 24 hours through advanced diagnostics

Uptime Assurance Through Proactive Management: Rather than reactive penalty structures, we maintain 97% uptime through 24/7 remote monitoring identifying issues before service disruptions, rapid response protocols addressing problems within 24-72 hours, semi-annual preventative wellness checks catching wear before failures, parts inventory management ensuring rapid component replacement, and manufacturer support escalation accessing ChargePoint engineering for complex issues.

Performance Transparency: We provide monthly uptime reporting documenting individual port uptime percentages, network-wide uptime performance, downtime causes and resolution actions, and planned maintenance schedules and impacts. Should uptime fall below 97% for any reporting period, we immediately conduct root cause analysis, implement corrective actions, and provide Town staff with detailed remediation plans.

Complete Warranty Administration and Equipment Management

Our Fixed-Fee O&M agreement includes comprehensive warranty and equipment management throughout the entire 5-year operational period, regardless of parts warranty coverage level:

Complete Warranty Coordination (All 5 Years):

- All warranty claims prepared, submitted, and managed by Winn-Marion
- Zero Town staff involvement in manufacturer coordination
- Direct technical coordination with ChargePoint for all service needs
- Rapid parts procurement and installation minimizing downtime
- Transparent documentation and reporting without Town requirements
- Complete repair and maintenance management regardless of warranty status

ChargePoint Parts Warranty Options:

All ChargePoint equipment includes a standard 2-year manufacturer parts warranty covering hardware defects and component failures. ChargePoint also offers an optional 5-year extended parts warranty that the Town may elect to purchase directly from the manufacturer for additional budget certainty on equipment costs.

Important Note: Regardless of which parts warranty coverage the Town selects (2-year standard or 5-year extended), our Fixed-Fee O&M service remains identical:

- We manage all warranty claims and manufacturer coordination
- We coordinate all parts replacement and technical service
- We maintain the same 97% uptime guarantee
- We provide the same 24-72 hour response times
- The Town experiences zero operational burden or coordination requirements

The parts warranty decision is purely financial—choosing between 2-year standard coverage (included with equipment) or optional 5-year extended coverage. This decision does not affect our comprehensive service delivery, response times, uptime commitments, or operational management approach.

The Extended 5-year parts warranty can be included in equipment procurement upon request. Our Fee Proposal reflects comprehensive operational management services regardless of parts warranty selection.

Existing Equipment Integration:

For Jackson's 12 existing ChargePoint stations under maintenance contract through June 2030, our management approach provides critical local coordination:

- Conducting visual inspections and documenting station conditions
- Coordinating with ChargePoint's support team on diagnosis and resolution
- Arranging for maintenance or repair activities covered under the existing contract
- Ensuring legacy stations integrate seamlessly into the expanded 32-port network

Preventative Maintenance Program

Semi-Annual Wellness Checks: Beyond remote monitoring and reactive service, our management program includes two annual on-site wellness inspections designed to catch problems before they cause downtime:

Spring Wellness Check (April-May):

- Physical inspection of all 32 charging ports following winter conditions
- Cable and connector wear assessment
- Payment system functionality verification
- Enclosure integrity and weather seal inspection
- Electrical connection torque verification
- Software and firmware update implementation
- Documentation of any emerging issues requiring attention

Fall Wellness Check (September-October):

- Pre-winter preparation and cold-weather readiness verification
- Charging performance testing across all ports
- Network connectivity optimization
- Payment system seasonal calibration
- Site signage condition assessment
- User interface functionality verification
- Preventative component replacement based on wear patterns

These scheduled wellness checks complement our 24/7 remote monitoring, ensuring Jackson's charging infrastructure receives both proactive physical attention and continuous digital oversight. By catching wear before it causes failures, we maintain optimal uptime while extending equipment lifespan.

Ongoing Maintenance Activities:

- Software and firmware updates applied remotely
- Network connectivity troubleshooting and optimization
- Payment system testing and calibration
- Remote diagnostics and issue resolution
- Coordinated parts replacement when needed

Daily Operations Management

24/7 Remote Monitoring: Our team maintains continuous monitoring of all charging stations through ChargePoint's cloud-based management platform, providing real-time visibility into station status and availability across all seven Town locations, charging session activity and performance metrics, power delivery and load management effectiveness, payment system functionality, and network connectivity.

Advanced diagnostic capabilities enable our team to identify emerging issues—degraded charging speeds, intermittent network connectivity, payment system anomalies, or unusual usage patterns—before they result in station failures or service interruptions. Automated alert systems notify our management team immediately when stations report errors, experience connectivity issues, or deviate from expected performance parameters.

Customer Service Coordination: ChargePoint provides 24/7 customer support through multiple channels including toll-free phone support, mobile app assistance, SMS-based help systems, and web-based support portals. Support services are available in multiple languages as required by NEVI specifications. Our operational management includes coordination with ChargePoint's support team to ensure Jackson-specific information—discount programs, overstay policies, local contact information—is integrated into customer support systems.

Users can report station malfunctions, payment issues, or service problems through multiple channels, with all reported issues tracked through our ticket management system ensuring accountability and timely resolution. Our team provides regular updates to users experiencing issues, coordinates rapid resolution through appropriate technical resources, and follows up to confirm satisfactory resolution.

Payment Processing and Revenue Management: ChargePoint handles all payment processing automatically, supporting contactless credit and debit cards, Apple Pay and Google Pay, RFID credentials (for discount program participants), and ChargePoint mobile app payments. This payment flexibility ensures NEVI-compliant universal access while maintaining security and reliability.

Payment systems process transactions securely, remit net proceeds to the Town quarterly, and provide detailed transaction reporting documenting all revenue activity. Our team implements and manages all pricing strategies aligned with Town goals, with initial pricing targets at or below 20 cents per kWh for Level 2 charging and at or below 35 cents per kWh for DCFC.

Federal Compliance and Grant Reporting

Complete CFI Grant Compliance Management: Federal CFI grant compliance extends beyond equipment specifications to encompass ongoing data collection, reporting, and public data sharing requirements throughout the five-year operational period. Our Grant and Compliance Team assumes complete responsibility for this entire administrative framework.

Automated Data Collection: ChargePoint's platform automatically captures all federally-required data points from day one of operation: charger uptime and outage duration, charging session details, payment methods used, port-level performance metrics, and equipment status and error codes. Our compliance team validates data quality, ensures proper formatting for federal submissions, maintains secure data storage meeting federal requirements, and manages all data access controls and privacy protections.

Quarterly and Annual Federal Reporting: Federal CFI grants require quarterly data submissions documenting station performance, utilization, financial metrics, and compliance with operational requirements. Our team prepares all required quarterly reports, coordinates submission through proper federal channels, maintains documentation of all compliance activities, and responds to any federal requests for clarification.

Annual reporting requirements include comprehensive documentation of maintenance costs, operational performance trends, and long-term infrastructure planning. Our team manages these annual submissions with the same comprehensive approach, ensuring the Town maintains exemplary compliance records throughout the grant period.

Third-Party Data Sharing: NEVI requirements mandate that specific data fields be made available to third-party software developers through public APIs. ChargePoint's platform manages this third-party data sharing automatically, ensuring compliance with federal transparency requirements while maintaining appropriate privacy protections for user data.

Transparent Performance Reporting

Monthly Operational Reports: Town staff receive comprehensive monthly reports documenting:

- Uptime performance (individual port and network-wide percentages)
- Utilization metrics (session counts, total energy dispensed, average session lengths)
- Revenue performance (total revenue by location, payment method distribution, discount program costs)
- Technical performance (equipment status, maintenance activities, warranty service)
- Demand management (peak demand patterns, load management effectiveness, electricity cost analysis)

Quarterly Strategic Analysis: Quarterly reports provide more comprehensive strategic analysis:

- Year-over-year performance comparisons identifying trends
- Demand charge optimization effectiveness and cost impact
- Revenue performance against projections and budget targets
- Discount program effectiveness and community benefit delivery
- Utilization patterns informing future infrastructure planning
- Strategic recommendations for pricing adjustments, operational improvements, or expansion planning

Annual Performance Review: Annual comprehensive reviews include complete operational performance assessment across all metrics, federal compliance documentation and grant reporting summary, warranty service activities and equipment reliability analysis, community benefit delivery and equity goal achievement, and long-term infrastructure planning recommendations.

This transparent reporting ensures Town leadership maintains complete visibility into charging infrastructure performance, financial results, and community benefits while our team manages all day-to-day operations.

Summary: Complete Operational Management

This comprehensive Fixed-Fee O&M agreement provides everything Jackson needs for:

- **Federal Compliance:** All NEVI requirements met, all CFI grant obligations fulfilled
- **Operational Excellence:** 97% uptime guaranteed, professional management, zero Town burden
- **Financial Success:** 100% revenue retention, optimized electricity costs, sustainable operations
- **Community Service:** Equitable access programs, reliable infrastructure, positive user experience
- **Long-Term Value:** Proactive maintenance, continuous optimization, strategic partnership

No additional services, coverage, or coordination are required for Jackson to meet federal obligations, achieve operational success, or deliver community value. Our fixed annual management fee covers complete operational responsibility for all 32 Town charging ports throughout the 5-year federal compliance period and beyond.

Strategic Energy and Demand Management

The RFP articulates clear operational priorities around sophisticated energy management and environmental stewardship. Our operational approach delivers measurable progress toward these goals through integrated strategies aligning Jackson's financial interests with climate objectives.

Understanding Lower Valley Energy's Demand Charge Structure

Lower Valley Energy's demand charge structure—based on the highest 15-minute consumption period each billing cycle—creates significant cost implications where demand charges can represent 40-60% of commercial electricity bills. The Town faces dual peak demand challenges: building electrical demand peaks during morning hours (7-9 AM), while EV charging utilization patterns typically show peak charging activity between 10 AM and 2 PM. Our approach addresses both patterns through technical load management and strategic pricing that minimize contribution to expensive demand spikes while maintaining public access.

Technical Load Management Strategies

ChargePoint's intelligent power management enables our team to implement sophisticated load balancing strategies:

Circuit Sharing Across Multiple Ports: At locations where stations share electrical infrastructure—particularly the Teton County Recreation Center with 4 DCFC ports—we configure dynamic power distribution automatically managing total load within predetermined thresholds. This prevents simultaneous high-power draws that create demand spikes, distributing available power intelligently across active charging sessions.

Power Share Functionality: For dual-port Level 2 stations, Power Share dynamically allocates up to 80 amps between vehicles based on actual charging demand. When one vehicle charges alone, it receives full power for fastest charging. When both ports are active, power automatically distributes based on each vehicle's current charging curve, maximizing infrastructure utilization while preventing demand spikes from simultaneous maximum-power charging.

Time-Based Power Limits: Our team configures station-specific power limits that automatically adjust based on time of day and observed utilization patterns. During peak demand periods (7-9 AM and 10 AM - 2 PM), we implement reduced power ceilings limiting maximum charging speeds to levels supporting continued public access while preventing contribution to municipal demand charges. Outside peak hours, power limits automatically increase to full capacity, providing faster charging when it benefits both users and the Town's budget. These dynamic limits operate automatically through central management without requiring on-site adjustments or Town coordination.

Continuous Optimization: As usage patterns evolve with growing EV adoption, we continuously refine load management parameters. Monthly reporting documents demand charge trends, demonstrates financial impact, and provides transparent analysis of how charging infrastructure affects municipal electricity costs across all seven Town locations.

While we cannot provide specific demand charge reduction percentages without detailed Lower Valley Energy rate structure analysis and site-specific electrical service data, our load management strategies consistently reduce utility costs in comparable municipal installations by flattening peak demand curves, distributing charging loads throughout the day, and preventing multiple chargers from drawing maximum power simultaneously.

Behavioral Pricing Strategies

Strategic pricing provides behavioral incentives working in concert with technical load management:

Time-of-Use Pricing: Charging rates automatically adjust based on time of day, making peak-period charging more expensive while offering discounted rates during off-peak periods. During the midday peak window (10 AM - 2 PM), charging rates automatically increase to discourage non-essential sessions. Early morning, late afternoon, and overnight rates drop to near-cost levels, encouraging charging when it supports Jackson's energy management objectives.

Seasonal Rate Adjustments: Jackson's electricity supply through Lower Valley Energy's Bonneville Power Administration connection creates opportunities for aligning EV charging with clean energy availability. Spring and summer bring peak hydroelectric generation, while winter months see reduced renewable capacity. Our pricing strategies emphasize accessibility and high utilization during spring and summer months when hydroelectric generation peaks, encouraging frequent charging when doing so directly supports renewable energy consumption. Winter months require more conservative approaches balancing continued access with minimal impact during lower renewable availability. Seasonal adaptation occurs through quarterly pricing reviews we conduct in coordination with Town staff, adjusting rates and messaging to reflect current grid conditions and renewable availability.

Clean Energy Messaging: Lower Valley Energy's Green Power program allows Jackson to market its charging infrastructure as powered by 100% renewable electricity—a powerful message reinforcing the Town's climate leadership. Our operational management includes development and implementation of consistent signage, mobile app messaging, and station interface language communicating this commitment to every user, differentiating Jackson's network as genuinely clean transportation infrastructure while educating visitors about Wyoming's renewable resources.

Early morning and late afternoon charging during spring and summer—when solar supplements hydroelectric production and building demand is moderate—receives the lowest rates, creating behavioral incentives that align the Town's financial interests with environmental goals.

Equitable Access and Community-Focused Discount Programs

Equitable access requires differentiated pricing ensuring residents without home charging, local employees, and income-qualified community members can access affordable charging while infrastructure generates sustainable revenue from tourist and public use. Our operational management provides complete discount program administration through ChargePoint's user group functionality, eliminating ongoing Town coordination.

Recommended Discount Program Framework

Based on our experience with municipal charging programs and Jackson's operational priorities, we recommend the following discount structure as a starting point for collaborative refinement with Town input:

Recommended Discount Program Framework

Based on our experience with municipal charging programs and Jackson's operational priorities, we recommend the following discount structure as a starting point for collaborative refinement with Town input:

Resident Discount Program:

- **Suggested discount:** 10-15% off standard charging rates
- **Verification method:** Driver's license showing Jackson address, recent utility bill, or property tax record
- **Enrollment process:** Online self-service portal managed by Town staff, with Winn-Marion configuring ChargePoint user groups to automatically apply discounts
- **Rationale:** Encourages local EV adoption while remaining financially sustainable

Town/County Employee Discount:

- **Suggested discount:** 10-15% off standard rates (can match resident discount or differ based on Town objectives)
- **Verification method:** RFID cards issued through Town/County HR departments, or enrollment via employee email domains
- **Enrollment process:** HR departments manage employee eligibility lists; Winn-Marion configures user access
- **Flexibility:** Program can extend to major local employers (hospital, schools, resorts) if Town desires broader workforce support

Multi-Family Housing Resident Discount:

- **Suggested discount:** 15-20% off standard rates (recognizing lack of home charging access)
- **Verification method**: Property management verification letter or lease documentation showing multi-family residence
- **Enrollment process**: Similar to resident program, with additional documentation
- Rationale: Addresses equity concerns for residents without private charging infrastructure

Income-Qualified Discount:

- **Suggested discount:** 25-50% off standard rates (significant assistance for income-constrained households)
- **Verification method:** SNAP/Medicaid enrollment, participation in Town utility assistance programs, or income documentation through Town social services
- **Enrollment process:** Coordinated through Town social services to protect privacy and prevent stigmatization
- **Privacy protection:** ChargePoint user groups enable automatic discount application without visible identification at charging stations

Implementation Approach:

These recommendations represent starting points for collaborative discussion with Town staff. Final discount percentages, eligibility criteria, and enrollment processes should reflect Jackson's strategic priorities around:

- Financial sustainability and desired cost recovery timelines
- Equity goals and community access objectives
- Administrative capacity for enrollment management
- Political and community considerations

We're prepared to implement whatever discount structure the Town determines best serves Jackson's community, and our ChargePoint platform provides the flexibility to adjust pricing and user groups dynamically as priorities evolve.

How User Groups Work in Practice:

Our team manages this dual-pricing framework through ChargePoint's user group functionality, ensuring community members automatically receive their designated discounts while public users pay standard rates. Qualified users experience seamless, privacy-protecting access without navigating complex payment systems or proving eligibility at each charging session. They simply authenticate via RFID card, mobile app, or NFC (Tap to Charge), and their pre-configured discount applies automatically.

We recommend a hybrid funding approach where standard public user rates generate modest surplus revenue that cross-subsidizes resident and income-qualified discounts, ensuring the program remains financially sustainable while serving equity objectives. Town staff receive monthly reporting documenting discount program utilization, community benefit delivery, and public user revenue—providing complete visibility into how infrastructure serves both equity and sustainability goals without requiring any administrative involvement in program execution.

Revenue Optimization and Turnover Management

Beyond discount programs, our operational management implements strategic features maximizing infrastructure utilization and revenue generation while maintaining community access:

Overstay Fee Management:

Historical utilization data from municipal charging networks shows average session lengths of 3 hours, with vehicles spending approximately 1 hour 50 minutes actively charging and 1 hour 9 minutes idle after charging completion. This idle time represents an opportunity for improved turnover without impacting user experience.

We configure status-based overstay fees activating only after vehicles complete charging and a reasonable grace period elapses (typically 15-30 minutes, configured by location and usage patterns). This accommodates normal activities—finishing shopping, concluding meals, completing errands—that may extend slightly beyond charging, with fees activating only after grace period expiration to create meaningful departure incentive without penalizing reasonable post-charging activities.

Fee structures vary by location based on demand patterns, with high-traffic locations like Deloney and Home Ranch implementing higher fees encouraging faster turnover during busy periods. Safety considerations require overstay fees automatically deactivate during overnight hours (typically 10 PM - 6 AM) when demand naturally decreases and turnover becomes less critical.

Waitlist and Demand Management:

ChargePoint's integrated waitlist feature allows users to join virtual queues when all ports are occupied, receiving automatic mobile app or SMS notifications when ports become available. This functionality provides important capacity management during Jackson's peak summer tourism season, reduces user frustration, and provides transparent demand data informing future infrastructure planning decisions.

Transparent Financial Reporting:

Monthly Financial Reports provide Town staff with complete visibility into charging infrastructure financial performance:

- Total revenue by location and charger type
- Energy costs and net revenue
- Discount program utilization and cost
- Payment method distribution
- Session counts and utilization trends

Quarterly Reports provide more comprehensive analysis:

- Year-over-year performance comparisons
- Demand charge impact analysis and optimization effectiveness
- Revenue performance against projections
- Strategic recommendations for continuous optimization
- Discount program effectiveness and community benefit delivery

This transparent reporting ensures Town leadership maintains complete financial oversight while our team manages day-to-day operations.

Continuous Performance Monitoring and Optimization

Beyond reactive issue resolution, our team conducts ongoing analysis of utilization patterns and demand trends across all locations, charging session data and user behavior insights, energy consumption trends and demand charge optimization opportunities, and operational performance benchmarking against industry standards.

This analysis identifies opportunities for continuous improvement: pricing adjustments optimizing turnover and revenue, power management refinements reducing demand charges, user experience enhancements increasing satisfaction, and preventative maintenance scheduling addressing issues before failures occur.

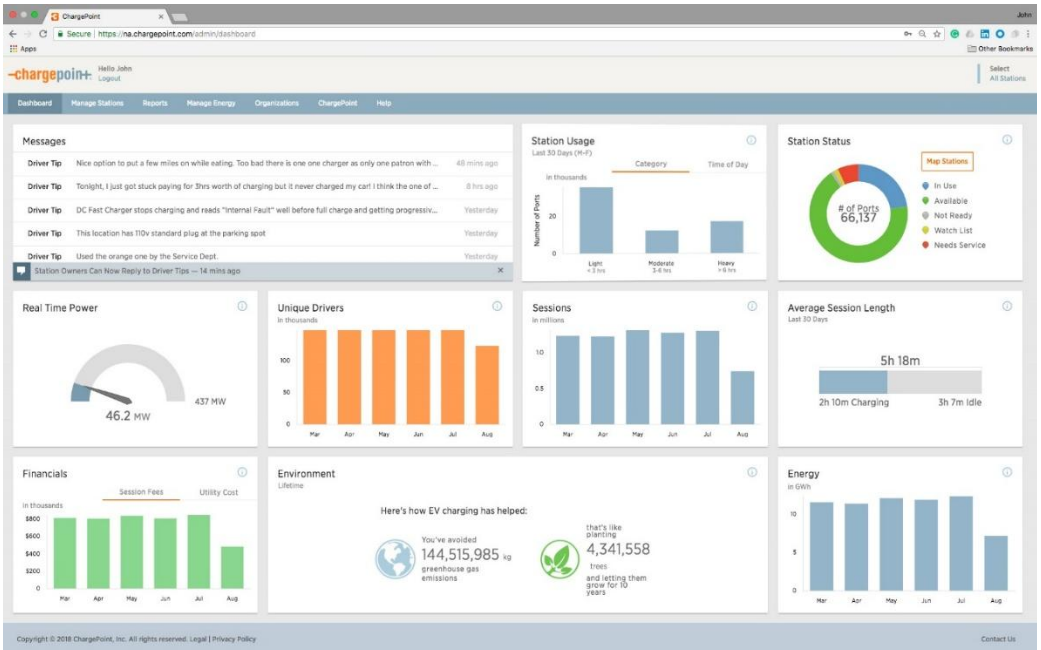


Figure 2 ChargePoint Dashboard

The ChargePoint management platform provides real-time visibility into all operational metrics including station status, usage patterns, financial performance, and energy consumption. This centralized dashboard enables our team to proactively manage Jackson's charging network while providing Town staff with transparent performance reporting without requiring daily operational involvement.

Ongoing Optimization Activities:

- Monthly performance data analysis and trend identification
- Quarterly strategic reviews with recommendations
- Annual comprehensive planning and goal-setting
- Continuous refinement of pricing, load management, and operational parameters
- Proactive identification of expansion needs or infrastructure improvements

This commitment to continuous improvement ensures Jackson's charging infrastructure delivers increasing value throughout the operational period, adapting to changing usage patterns, growing EV adoption, and evolving community needs.

Dedicated Team and Service Delivery

Our comprehensive operational management is executed by a dedicated team combining executive leadership, technical expertise, and specialized compliance capabilities:

Dan Blanchard, Executive Lead: Provides strategic oversight and serves as primary liaison with Jackson Town leadership, ensuring alignment between operational execution and Town strategic priorities.

Joshua Cole, Project Manager & Field Operations Supervisor: EVITP-certified electrician with over ten years of specialized EVSE experience providing field supervision and technical oversight for all installation and maintenance activities.

Austin Tyra, Grant Compliance Specialist: Manages all federal CFI grant requirements, quarterly and annual reporting, and NEVI compliance documentation with over five years of specialized experience in EVSE grant administration.

Complete team qualifications and resumes are detailed in Section E of this proposal, demonstrating the depth of expertise supporting Jackson's charging infrastructure operations.

Long-Term Partnership Commitment

This comprehensive operational management framework delivers on our core promise: charging infrastructure that advances Jackson's climate goals, serves community needs equitably, and generates sustainable revenue—all without requiring any technical expertise, vendor coordination, or daily operational attention from Town staff.

Municipal staff receive transparent performance reporting, maintain strategic oversight, and benefit from professional expertise across all operational requirements. Meanwhile, residents and visitors experience reliable, user-friendly charging infrastructure demonstrating Jackson's commitment to sustainable transportation and community service excellence.

Our operational commitment extends this worry-free service model throughout the five-year federal compliance period, with our team fully prepared to continue professional management well beyond the initial term as Jackson's charging infrastructure continues serving the community for decades to come. As EV adoption grows, charging demands evolve, and technology advances, our partnership adapts—ensuring Jackson's investment continues delivering maximum community value throughout the infrastructure lifecycle.

Partnership for Lasting Community Value

Jackson and Teton County's CFI grant investment represents permanent community infrastructure that must deliver value far beyond the five-year federal compliance period. Our comprehensive approach addresses both immediate compliance obligations and the strategic positioning necessary for decades of reliable operation.

Long-Term Infrastructure Value:

The professionally managed charging infrastructure creates inherent advantages for sustained financial performance extending well beyond federal requirements. Jackson and Teton County gain permanent capital assets that enhance municipal value while generating sustainable revenue streams through professionally managed charging services. Our pricing management approach balances community accessibility with revenue generation, positioning charging infrastructure as financially self-sustaining community assets rather than ongoing budget obligations. As EV adoption accelerates and utilization increases throughout the operational period, revenue generation improves while per-port management costs decline through economies of scale—creating increasingly favorable financial performance supporting long-term sustainability.

Beyond operating revenue, charging infrastructure represents permanent capital improvements enhancing both municipal asset portfolios and community appeal. Jackson's strategic positioning as a tourism destination and gateway to Yellowstone creates unique value from EV charging infrastructure—supporting visitor services, demonstrating climate leadership, and positioning the community as forward-thinking and visitor-friendly. These intangible benefits compound over time as transportation electrification accelerates and EV charging availability becomes an expected community amenity.

Future Expansion Readiness:

Our engineering approach during initial installation considers future expansion opportunities at each site. Electrical infrastructure is designed with growth capacity where feasible, conduit pathways accommodate additional circuits, and site layouts position initial installations to facilitate future port additions without requiring complete redesigns. This forward-looking approach means that when Jackson and Teton County are ready to expand charging infrastructure beyond the initial CFI grant scope—whether through additional federal funding, state programs, or municipal investment—the foundation exists for efficient expansion rather than costly retrofits.

ChargePoint's OCPP 2.0.1 certification and standards-based architecture prevent vendor lock-in while ensuring infrastructure adapts to evolving technical requirements throughout its operational life. Continuous software updates and hardware upgrade pathways ensure infrastructure remains technically current as charging protocols evolve, payment technologies advance, and federal requirements change.

Navigating Phase 2 Funding Uncertainty:

The RFP clearly identifies ongoing USDOT review of competitive funding programs and resulting uncertainty regarding Phase 2 funding obligation. We acknowledge this reality and structure our proposal to provide maximum value regardless of how federal funding decisions resolve.

Phase 1 funding is currently obligated for pre-construction activities including engineering design and NEPA documentation. Phase 2 funding for equipment purchase and installation remains contingent upon successful Phase 1 completion, NEPA approval, and continued federal funding availability. By submitting this proposal, we acknowledge the possibility that Phase 2 funding may not be obligated and accept this risk as part of our proposal submission.

Should USDOT review result in Phase 2 funding modifications or delays, we maintain flexibility to work with Town and County leadership on alternative implementation pathways: phased deployment with reduced initial scope prioritizing highest-impact locations, modified timelines accommodating funding availability while preserving IRA rebate eligibility, alternative funding source integration working with Town and County to identify state programs or utility incentives, or temporary project suspension with maintained readiness for future authorization should federal circumstances change.

Our regional presence and long-term orientation mean we're positioned to remain engaged partners regardless of how federal funding decisions resolve. Jackson and Teton County can be confident that selecting Winn-Marion provides partnership continuity regardless of external circumstances.

Wyoming Partnership Commitment:

Winn-Marion's 50-year history serving Wyoming communities provides the foundation for genuine long-term partnership. We're not national contractors seeking short-term project opportunities; we're regional professionals whose business success depends on building lasting relationships with the communities we serve. Our Wyoming offices in Casper and Gillette, combined with our developing local partnerships in Jackson, demonstrate commitment to being accessible, accountable partners throughout the infrastructure lifecycle.

Our qualifications extend beyond individual project work to encompass active leadership in the broader Mountain West EV ecosystem, with strong collaborative relationships with regional utilities, state energy offices, and transportation departments across Wyoming, Utah, and Colorado. This regional integration ensures Jackson benefits from broader industry expertise while receiving the responsive local service Wyoming communities deserve.

Delivering Lasting Value:

Our comprehensive approach to Jackson's charging infrastructure extends beyond satisfying minimum federal compliance requirements to encompass genuine strategic partnership focused on long-term community benefit. Town and County staff receive professionally managed assets that advance climate goals, serve residents and visitors equitably, generate sustainable revenue, and operate reliably without creating ongoing administrative burden—not just for five years, but for the decades of continued service that permanent infrastructure investments should deliver.

This long-term value creation, combined with our proven expertise in federal grant compliance, our flexibility in navigating funding uncertainties, and our genuine commitment to Wyoming communities, positions Winn-Marion as the ideal partner for transforming CFI grant funding into lasting community assets that serve Jackson and Teton County well into the future.

D.) Project Schedule

Successful project delivery requires systematic schedule management balancing federal compliance requirements, grant funding timelines, and the aggressive **May 31, 2026 placed-in-service target** for IRA Direct Pay rebate eligibility. Our project schedule acknowledges the phased funding structure while demonstrating realistic pathways for achieving critical milestones through disciplined execution and proactive risk management.

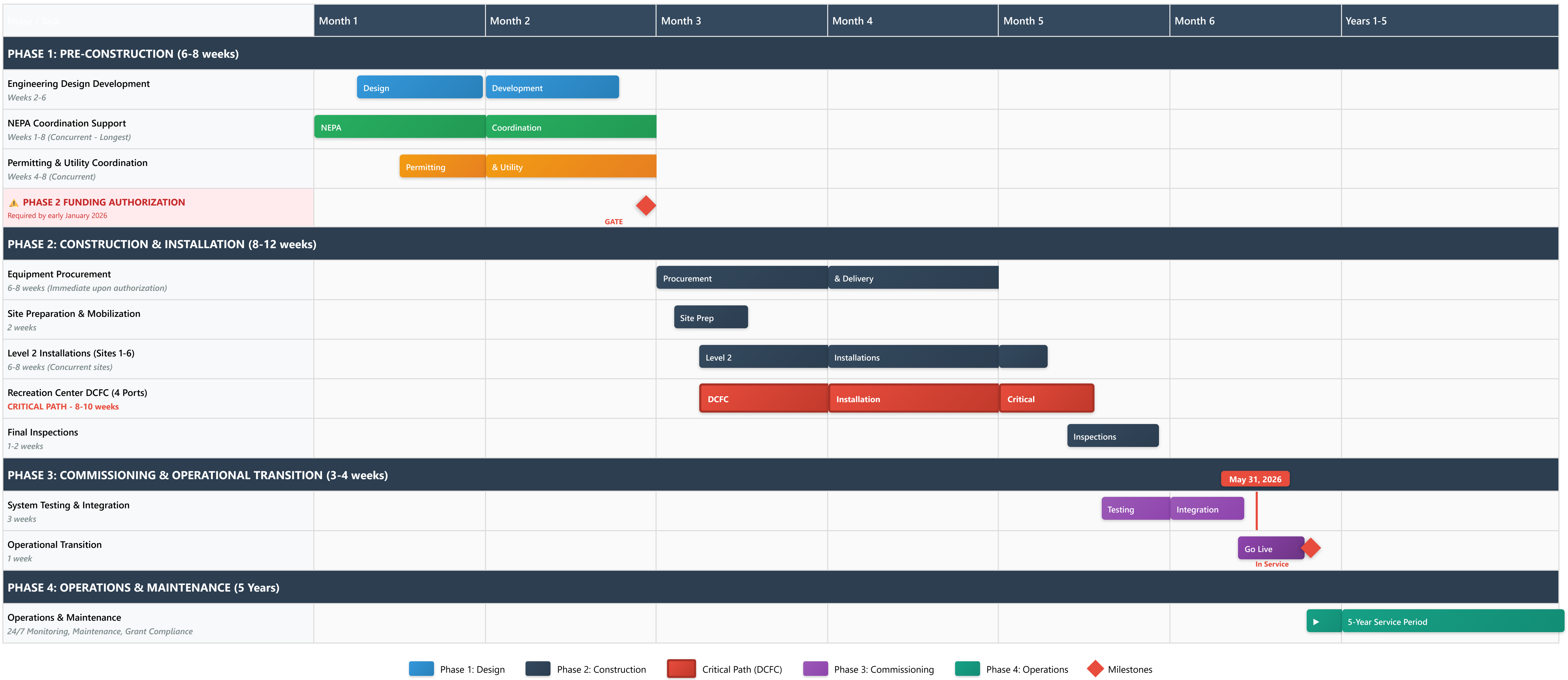
The following schedule framework provides transparent timelines, key dependencies, and contingency strategies for transforming CFI grant funding into fully operational charging infrastructure serving Jackson and Teton County.

Overall Project Timeline

Our project execution follows a four-phase methodology refined across charging infrastructure deployments throughout the Mountain West. The Gantt chart on the following page illustrates the sequential relationship between phases while highlighting the critical dependency on Phase 2 federal funding obligation.

Jackson & Teton County EV Charging Infrastructure

CFI Grant Project Schedule - Phases 1-4



⚠ **Critical Timeline Note:** Phase 2 funding authorization must occur by early January 2026 to achieve the May 31, 2026 IRA Direct Pay rebate deadline. Phase 1 activities run concurrently to compress schedule. Recreation Center DCFC installation represents the critical path due to high-power requirements and longest installation duration.

Critical Timeline Considerations

To achieve the May 31, 2026 IRA Direct Pay rebate deadline, we work backwards from that target date:

- **Mid-May 2026:** Commissioning must complete (allowing 2-3 weeks buffer before deadline)
- **Mid-April 2026:** Construction must complete (allowing 3-4 weeks for commissioning)
- **Late February/Early March 2026:** Construction must begin (allowing 6-8 weeks installation)
- **Mid-January 2026:** Equipment procurement must begin (allowing 6-8 weeks lead time)
- **Early January 2026:** Phase 2 funding must be obligated to meet this timeline

This compressed timeline is achievable through concurrent site work, strategic equipment pre-positioning, and proactive coordination—but requires Phase 2 funding obligation no later than early January 2026.

Phase 1: Pre-Construction (Design, NEPA, and Permitting)

Duration: 6-8 weeks from contract execution
Funding Status: Currently obligated through Phase 1 CFI grant
Purpose: Develop comprehensive engineering designs, support NEPA environmental review, and secure all regulatory approvals necessary for construction authorization.

Key Activities

Phase 1 activities proceed concurrently across three tracks:

Engineering Design Development (Weeks 2-6):

Following contract execution and project kickoff meetings, our Project Manager conducts site validation visits at all seven locations—Jackson's five Town sites (Deloney Parking Lot, Home Ranch Parking Lot, Recreation Center, Miller Parking Lot, Phil Baux Park) and two County sites (Stilson Transit Center, Health Department)—documenting existing conditions and establishing project protocols.

Our engineering team develops complete design packages including:

- Electrical plans and load calculations
- Site layouts with ADA compliance verification
- Future expansion capacity analysis for each location
- Detailed bills of materials and specifications
- Equipment mounting and cable management details

NEPA Coordination Support (Weeks 1-8):

We provide complete technical support for NEPA environmental review, supplying site-specific data, construction specifications, and impact assessments while maintaining design flexibility to accommodate environmental findings or mitigation requirements. While NEPA documentation is prepared by qualified environmental professionals per federal regulations (23 CFR 636.109), our team ensures all technical information supports efficient review and approval.

Permitting and Utility Coordination (Weeks 4-8):

Our in-house permitting specialists prepare and submit permit applications to Town of Jackson and Teton County building departments, coordinate final utility interconnection approvals with Lower Valley Energy, and secure all necessary construction permits. All activities are structured to enable early FHWA NEPA review and expedite Phase 2 authorization.

Phase 1 Deliverables

- Complete engineering design package with 100% construction drawings
- Future expansion capacity analysis for each location
- Permit-ready applications and regulatory approvals
- NEPA coordination support documentation
- Firm-fixed-price proposal for Phase 2 construction
- Detailed Phase 2 construction schedule

Critical Dependencies

- Site access for assessment activities
- Timely Town and County review of design documents
- Lower Valley Energy responsiveness on interconnection requirements
- FHWA NEPA review completion and Phase 2 funding obligation ← PRIMARY GATE

Phase 2: Construction and Installation

Duration: 8-12 weeks from Phase 2 funding authorization
Funding Status: Contingent upon NEPA approval and Phase 2 funding obligation
Purpose: Transform approved engineering designs into fully installed charging infrastructure through disciplined execution of equipment procurement, construction, and installation activities.

Key Activities

Equipment Procurement (Weeks 1-4):

Upon Phase 2 authorization, we immediately initiate equipment procurement with ChargePoint, placing purchase orders for all CP6000 (Level 2) and Express Plus (DCFC) equipment. Our Partner Branded Support relationship provides priority equipment allocation, with strategic pre-positioning at secure staging locations near Jackson eliminating delays when construction begins.

Construction Mobilization (Weeks 2-3):

Our EVITP-certified field crews mobilize under the supervision of Field Operations Manager Joshua Cole, establishing construction staging areas, safety protocols, and community communication plans. All seven sites are worked concurrently to compress the overall schedule, with crews rotating between locations to maintain continuous progress.

Installation Activities (Weeks 5-10):

Electrical Infrastructure:

- Trenching and conduit installation
- Electrical panel modifications and circuit installation
- High-voltage wiring and grounding systems
- Lower Valley Energy service coordination

Civil Work:

- Concrete pad installation for pedestal-mount equipment
- Pavement repairs and site restoration
- ADA-compliant parking space configurations
- Striping and accessibility markings

Equipment Installation:

- ChargePoint CP6000 and Express Plus hardware mounting
- Network connectivity establishment and verification
- Payment system integration and testing
- Cable management and routing

Priority Site: The Teton County Recreation Center DCFC installation represents the critical path due to high-power electrical requirements (4 DC fast chargers) and receives priority attention including earliest equipment delivery allocation, dedicated crew assignment, and enhanced Lower Valley Energy coordination.

Quality Control and Inspections (Weeks 9-11):

All sites undergo comprehensive quality control inspections, final municipal inspections and permit closeout, pre-commissioning walkthroughs with Town and County representatives, and punch list resolution.

Phase 2 Deliverables

Fully installed and mechanically complete charging infrastructure at all seven sites
Successful completion of all municipal electrical and civil work inspections

Approved final permits and inspection documentation
Pre-commissioning site acceptance with resolved punch lists
Complete site restoration to agreed standards

Critical Dependencies

- Phase 2 federal funding obligation (primary constraint)
- ChargePoint equipment delivery timelines (6-8 weeks typical)
- Lower Valley Energy service activation coordination
- Weather conditions suitable for exterior electrical work
- Municipal inspection scheduling and responsiveness

Phase 3: System Commissioning and Operational Transition

Duration: 3-4 weeks from construction completion
Purpose: Validate complete system functionality, ensure operational readiness, and transition Town and County to fully operational charging assets.

Key Activities

System Energization and Testing (Weeks 1-2):

Commissioning begins with coordinated utility service activation and system energization following all safety protocols. Our team completes:

- Manufacturer-required commissioning procedures for all ChargePoint equipment
- Network provisioning and secure communication pathway establishment
- Power management and load balancing parameter configuration
- Integration of Town's 20 new ports with 12 existing ChargePoint stations into unified 32-port network

Comprehensive Acceptance Testing (Weeks 2-3):

We validate system performance through:

- Live vehicle charging tests at every port
- Full power delivery verification (80 amps for Level 2, up to 200 kW for DCFC)
- Payment system testing across all methods (contactless cards, Apple Pay, Google Pay, RFID, mobile app)
- Discount program configuration and user group access verification
- Load management functionality validation
- Safety system testing (ground fault detection, emergency shutoff)

Operational Integration (Week 3):

Following successful testing, we integrate all stations into our management infrastructure:

- 24/7 monitoring protocols activated
- Pricing strategies and discount programs configured
- Automated reporting systems established
- Site host orientation sessions conducted
- Rapid response systems activated

Town Network Integration (Town Only):

The Town of Jackson's 32-port network (20 new + 12 existing) receives unified operational management enabling single-dashboard monitoring, consistent pricing and discount programs, and seamless user experience across all Town locations.

County Network Commissioning:

Teton County's 10 ports (8 at Recreation Center, 2 at Health Department) are commissioned and documented for independent County management. We provide complete installation documentation, operator training, and system orientation enabling County staff to manage these stations independently.

Phase 3 Deliverables

- Fully commissioned and operationally validated 30-port network (20 Town + 10 County)
- Town's unified 32-port management system (20 new + 12 existing) operational
- County's 10 ports commissioned with complete documentation for independent management
- Co-signed final acceptance certificates
- Complete project closeout packages including:
    - As-built drawings
    - Manufacturer warranty documentation
    - Service management protocols (Town only)
    - Operational reporting schedules (Town only)
- Activated professional operational management for Town's 32-port network

Critical Dependencies

- Lower Valley Energy service activation timing
- Weather conditions for outdoor testing activities
- Availability of test vehicles for charging validation
- Town and County staff availability for orientation and acceptance procedures

Phase 4: Operations and Maintenance

Duration: Five (5) years from commissioning (with optional extension thereafter)
Scope: Town of Jackson's 32-port network only (Teton County manages their 10 ports independently)
Purpose: Deliver comprehensive operational management transforming charging infrastructure into worry-free municipal assets requiring zero daily attention from Town staff while ensuring continuous federal compliance and optimal performance.

Ongoing Service Delivery/ Daily Operations Management:

- 24/7 remote monitoring and automated fault detection across all 32 Town ports
- Customer service coordination and payment dispute resolution
- Pricing management and discount program administration
- Demand charge optimization and clean energy strategies

- Revenue management and quarterly financial reporting to Town

Preventative Maintenance Program:

- Semi-annual wellness checks (spring and fall on-site inspections)
- Proactive component replacement based on wear patterns
- Software and firmware updates
- Network connectivity optimization
- Payment system calibration

Corrective Maintenance:

- Rapid repair response (24-72 hours)
- Remote diagnostics and troubleshooting
- On-site service when physical intervention required
- Complete warranty claim management (2-year standard, 5-year extended optional)
- Parts inventory coordination for rapid component replacement

Federal Compliance and Reporting:

- Quarterly CFI grant data submissions
- Annual comprehensive performance reports
- Third-party data sharing via public APIs
- Complete grant compliance documentation
- NEVI uptime and operational requirements (97% minimum)

Performance Monitoring and Optimization:

- Monthly operational reports to Town staff
- Quarterly strategic performance analysis
- Annual comprehensive performance reviews
- Continuous system optimization based on usage patterns
- Future expansion planning support

Service Level Commitments

- 97% minimum uptime across all 32 managed Town ports
- 4 business hours: Issue identification and response initiation
- 24 business hours: Remote resolution attempts complete
- 48 business hours: On-site technician arrival when required

This ongoing operational management ensures the Town of Jackson receives professional, worry-free charging infrastructure service throughout the federal compliance period and beyond, while Teton County operates their 10 ports independently with complete commissioning documentation and operator training.

Schedule Optimization and Risk Management.

Achieving the IRA Direct Pay rebate deadline requires strategic schedule compression and proactive risk management.

Optimization Strategies

Concurrent Execution: All seven sites are worked simultaneously rather than sequentially, compressing the overall installation timeline from 12-16 weeks (sequential) to 8-12 weeks (concurrent).

Critical Path Focus: The Recreation Center DCFC installation receives priority attention with earliest equipment delivery, dedicated crew assignment, and enhanced utility coordination given its high-power requirements and schedule impact.

Equipment Pre-Positioning: Upon Phase 2 authorization, we immediately order ChargePoint equipment, eliminating delivery delays when construction begins.

Expedited Permitting: Our comprehensive submission packages minimize permit review cycles, while our Wyoming permitting experience enables efficient coordination with Town and County building departments.

Flexible Crew Deployment: Our regional presence enables allocation of additional EVITP-certified technicians from Casper, Gillette, Salt Lake City, or Denver/Loveland locations during critical periods, accelerating installation when schedule compression is necessary.

Contingency Planning

Phase 2 Funding Delay:

Should Phase 2 funding authorization extend beyond early January 2026, we can implement prioritized deployment strategies:

- Focus on highest-impact sites (Recreation Center, Deloney, Home Ranch)
- Achieve partial placed-in-service status by May 31, 2026 for IRA rebate eligibility
- Phase remaining sites for completion after rebate deadline

Equipment Supply Chain:

Our Partner Branded Support relationship with ChargePoint provides priority equipment allocation, mitigating supply chain risks. We maintain ongoing communication with ChargePoint manufacturing to ensure realistic delivery timelines inform our schedule commitments.

Weather Contingency:

Spring 2026 construction target aligns with improved weather while building appropriate contingency for Wyoming's challenging conditions. Should extreme weather delay outdoor work, our flexible crew deployment enables accelerated installation during favorable periods.

Utility Coordination:

Early Phase 1 coordination with Lower Valley Energy establishes realistic service activation timelines before construction begins, preventing last-minute utility delays from impacting the critical path.

Schedule Communication and Transparency

Throughout all project phases, our dedicated Project Manager provides transparent schedule reporting and proactive communication:

- Weekly progress reports during active construction (Phases 2-3)
- Immediate notification of any circumstances affecting schedule commitments with proposed mitigation strategies
- Monthly schedule updates during Phase 1 and Phase 4
- Real-time dashboard access showing installation progress across all seven sites

This systematic schedule management ensures Jackson and Teton County maintain complete visibility into project progress while benefiting from our proactive coordination and risk mitigation expertise.

Conclusion

Our project schedule balances federal compliance requirements, grant funding realities, and Jackson's IRA rebate eligibility objectives with the practical constraints of infrastructure deployment in Wyoming's challenging climate. By acknowledging dependencies, planning proactively for contingencies, and maintaining transparent communication throughout execution, we provide Jackson and Teton County with a realistic pathway to transforming CFI grant funding into reliable, professionally managed charging infrastructure serving community needs for decades to come.

E.) Relevant Experience and Qualifications

Winn-Marion brings five decades of proven experience delivering complex infrastructure projects across the Mountain West, with specialized expertise in EV charging infrastructure deployment and comprehensive operational management for public sector clients. Our selection by Colorado municipalities and counties for grant-funded charging projects demonstrates the trust government entities place in our technical capabilities, regulatory expertise, and long-term service commitment.

Company Overview and Regional Presence

Founded in 1972, Winn-Marion has served Mountain West communities for over 50 years through electrical contracting and automation services. Our dedicated EV Infrastructure Division focuses exclusively on charging station deployment and operational management, combining deep technical expertise with specialized understanding of federal grant requirements and municipal partnership models.

Wyoming Operations and Mountain West Presence

Our regional footprint provides Jackson with meaningful advantages:

Wyoming Base: Operations anchored through offices in Casper and Gillette ensure familiarity with Wyoming's regulatory environment, utility structures, and the unique operational challenges of serving the state's demanding climate. Our Wyoming teams understand the logistics of mountain community service, including seasonal access constraints, extreme weather conditions, and rural utility coordination.

Broader Mountain West Network: Salt Lake City and Denver/Loveland offices provide additional technical resources and deep bench strength while maintaining primary accountability through Wyoming-based operations.

Lower Valley Energy Coordination: Our experience working with rural Wyoming utilities enables efficient interconnection processes and collaborative problem-solving essential for project success.

Local Jackson Partnerships: We're actively developing relationships with qualified Jackson-area electrical contractors to provide on-the-ground response capabilities for ongoing maintenance and emergency service needs, reducing response times while supporting the local economy.

This regional presence translates directly into project success through established utility relationships, current knowledge of state and local permitting requirements, and experience navigating the logistical challenges of serving mountain communities with seasonal tourism patterns and extreme weather.

Comparable Project Experience

The following projects demonstrate our capabilities delivering the comprehensive services Jackson and Teton County require: multi-site coordination for public entities, grant compliance management, mixed Level 2 and DCFC expertise, and complete operational management eliminating administrative burden for municipal staff.

1. City of Arvada, Colorado – Multi-Site Municipal EVSE Deployment

Project Value: $782,013
Scope: Turnkey design, procurement, and installation of 34 Level 2 charging ports across seven municipal locations
Funding: Charge Ahead Colorado and Fleet Zero grant programs

Winn-Marion serves as prime contractor for Arvada's comprehensive EVSE infrastructure initiative, managing complete turnkey services from initial design through ongoing operational support. This project operates under state grant programs requiring strict compliance standards, ADA provisions, and comprehensive reporting requirements paralleling federal NEVI obligations.

Relevance to Jackson: This ongoing project demonstrates real-time expertise managing complex multi-site deployments for Colorado public entities with comprehensive grant compliance. Our coordination with Xcel Energy for utility interconnections and meticulous grant fund management directly parallel the regulatory and logistical challenges inherent to Jackson's CFI grant initiative. The project's seven-site structure mirrors Jackson's scope (five Town locations plus two County sites), while our complete operational oversight demonstrates the worry-free infrastructure management model Jackson seeks.

2. San Miguel County, Colorado – Rural Mountain Community Charging

Project Value: $136,358
Scope: Turnkey Level 2 charging infrastructure installation across four county sites in mountainous terrain
Funding: Colorado Energy Office Fleet Zero Grant program

Recently awarded contract for complete charging infrastructure installation across rural and mountainous community locations, requiring demand charge optimization and sophisticated electrical engineering coordination with rural utilities.

Relevance to Jackson: San Miguel County's mountainous, rural setting closely parallels Jackson's geographic and climatic challenges, demonstrating our experience with logistics, weather constraints, and utility coordination in communities similar to Jackson. Our selection demonstrates competitive advantage in delivering reliable charging solutions with complete operational management in challenging environments while maintaining strict regulatory adherence.

3. City of Lakewood, Colorado – Dual-Access Charging Infrastructure

Project Value: $112,230
Scope: 12 Level 2 chargers supporting municipal fleet operations and public access with integrated payment systems

Complete charging infrastructure supporting both municipal fleet operations and public access, requiring sophisticated access management, electrical infrastructure upgrades, and coordination between distinct user groups with different operational requirements.

Relevance to Jackson: This project exemplifies our experience managing shared-access charging infrastructure where primary users (municipal fleet) and secondary users (general public) require different access protocols and pricing structures. This directly parallels Jackson's operational priorities around resident discounts versus visitor pricing, employee access programs, and income-qualified user management. Our complete operational management eliminated administrative burden for Lakewood's fleet manager—the same worry-free service model we propose for Jackson's Town operations.

4. City of Fort Collins, Colorado – High-Power Transit Depot Electrification

Project Value: $600,094
Scope: Turnkey installation of 150kW depot chargers supporting electric bus fleet operations

Winn-Marion served as prime contractor for electrification of Fort Collins' bus depot, involving complete installation of high-power charging infrastructure supporting the city's electric bus fleet. The project required sophisticated electrical engineering and power management to support high-capacity, mission-critical transit operations.

Relevance to Jackson: This project demonstrates direct expertise deploying 150kW+ high-power charging infrastructure—comparable to Jackson's Recreation Center DCFC installation requiring up to 200kW capability. Ensuring extreme reliability for mission-critical transit operations showcases our ability to provide the proactive monitoring and rapid response central to achieving Jackson's 97% uptime requirement. The project's grant funding structure and public sector partnership model directly parallel Jackson's CFI grant initiative.

5. Roaring Fork Transit Authority (RFTA), Colorado – Advanced High-Power Electrification

Project Value: $530,000
Scope: Colorado's first pantograph charger installation supporting electric bus fleet in Aspen

Winn-Marion installed Colorado's first pantograph charger to support RFTA's electric bus fleet in Aspen, a pioneering project requiring advanced technical coordination and sophisticated electrical design in a challenging mountain environment.

Relevance to Jackson: This landmark project underscores our team's ability to assume complete responsibility for complex, first-of-their-kind electrification projects in mountain communities facing logistical challenges similar to Jackson. Our experience with novel high-power systems in Aspen's demanding environment—similar elevation, extreme weather, seasonal tourism impacts—demonstrates capability to provide complete operational management for sophisticated charging infrastructure in Wyoming's challenging climate, eliminating technical burden for municipal staff.

Key Personnel and Project Team

Jackson and Teton County's dedicated project team combines executive leadership, specialized technical expertise, and federal compliance specialization to deliver comprehensive operational management throughout the project lifecycle.

Dan Blanchard | Partner & Executive Lead

As Partner and Executive Lead for EV Business Development, Dan provides strategic oversight and serves as primary liaison between Winn-Marion and Jackson Town leadership. With over 17 years of experience guiding municipal EV infrastructure projects across the Mountain West, Dan ensures seamless alignment between project execution and Town objectives while managing stakeholder relationships and long-term operational partnerships.

For Jackson and Teton County, Dan will coordinate directly with Town and County leadership on program strategy, ensure all project activities align with federal CFI grant requirements and community goals, and establish comprehensive service partnerships for the Town's ongoing operational management.

Key Qualifications:

- Leads all public-sector EVSE infrastructure engagements with expertise in grant-funded project navigation
- Manages complex utility coordination and comprehensive operational service agreements for government clients
- Responsible for overall program success, resource allocation, and long-term service partnership management
- Over 17 years of experience with municipal charging infrastructure projects throughout Colorado, Wyoming, and Utah

Role for Jackson: Executive oversight, Town leadership liaison, strategic program coordination, and long-term partnership management

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Joshua Cole | Project Manager & Field Operations Supervisor

Joshua serves as Project Manager and Field Operations Supervisor responsible for comprehensive on-site execution across all Jackson and Teton County installations. As an EVITP-certified electrician with over ten years of specialized EVSE deployment experience, Joshua manages all field activities from pre-construction coordination through final commissioning while ensuring adherence to National Electrical Code Article 625 and NEVI technical standards.

For Jackson and Teton County, Joshua will coordinate all pre-construction site activities, supervise daily field operations across all seven locations, manage utility interconnections with Lower Valley Energy, conduct comprehensive site commissioning and testing procedures, and serve as primary technical contact for Town and County staff throughout installation and ongoing operational phases.

Key Qualifications:

- Over 10 years of specialized EVSE installation experience with EVITP certification
- Supervises daily installation activities with specialized expertise in ChargePoint CP6000 and Express Plus systems
- Manages comprehensive project execution including scheduling, quality control, and safety protocol implementation
- Direct expertise in both Level 2 and DC fast charging infrastructure deployment
- Ensures strict compliance with NEC Article 625 standards and NEVI installation requirements
- Implements comprehensive safety protocols and conducts rigorous quality control inspections
- Manages field crew coordination and ensures consistent workmanship standards across all installations
- Extensive experience with cold-weather installation techniques essential for Wyoming's demanding conditions

Role for Jackson: Project management, field operations supervision, utility coordination, commissioning oversight, and technical liaison for Town/County staff

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Austin Tyra | Grant Compliance & Reporting Specialist

Austin serves as Grant Compliance and Reporting Specialist providing comprehensive regulatory oversight to ensure adherence to all federal CFI grant requirements. With over five years of specialized experience in EVSE grant administration and federal compliance frameworks, Austin proactively monitors regulatory changes while maintaining meticulous documentation standards throughout the operational period.

For Jackson and Teton County, Austin will manage all federal CFI grant compliance documentation, coordinate NEPA submission requirements, prepare quarterly and annual federal reporting, serve as primary liaison with Town staff on regulatory and reporting obligations, and ensure continuous compliance throughout the five-year operational management period.

Key Qualifications:

- Over 5 years of specialized experience in EVSE grant administration and federal compliance
- Ensures comprehensive compliance with NEVI technical standards (23 CFR Part 680)
- Manages Build America Buy America (BABA) documentation and compliance requirements
- Expert in Davis-Bacon prevailing wage requirements for federally-funded construction
- Manages federal grant compliance for competitively-awarded government contracts
- Responsible for accurate and timely submission of all federally-required project data and ongoing operational reporting
- Proactively monitors regulatory changes and adapts compliance strategies throughout operational period

Role for Jackson: Federal compliance management, NEPA coordination, quarterly/annual reporting, regulatory liaison, and continuous compliance oversight

Complete detailed resumes for all personnel are available upon request.

Specialized In-House Capabilities

Beyond our dedicated project team, Jackson and Teton County benefit from Winn-Marion's specialized departments providing comprehensive capabilities throughout the infrastructure lifecycle.

Dedicated EVSE Installation Crews:

Our dedicated EV installation teams include master electricians, journeymen, and apprentices working exclusively on charging infrastructure projects, ensuring deep expertise in EVSE-specific requirements:

- High-voltage power management and load balancing integration
- Advanced charging protocol compliance (OCPP 2.0.1, ISO 15118)
- NEC Article 625 and NEVI technical standards
- Cold-weather installation techniques critical for Wyoming's climate

All electrical work is performed by our W-2 employees, providing single-point accountability and eliminating coordination risks associated with managing multiple subcontractors.

In-House Permitting Department:

Rather than outsourcing regulatory coordination, our dedicated permitting department maintains current relationships with Wyoming municipal authorities and utility providers:

- Familiarity with Wyoming building codes and electrical standards
- Established relationships with Town of Jackson and Teton County building departments
- Lower Valley Energy interconnection expertise
- First-pass permit approval optimization

This in-house expertise accelerates approval processes while ensuring compliant, permit-ready submissions that keep projects on schedule.

Federal Grant Compliance Team:

Our technical grant writing and compliance team focuses exclusively on federally-funded infrastructure projects:

- CFI grant requirements and NEVI standards expertise
- NEPA coordination and environmental documentation support
- Quarterly and annual federal reporting preparation
- Third-party data sharing and API compliance management
- Build America Buy America (BABA) documentation

This dedicated focus ensures Jackson and Teton County maintain exemplary compliance records throughout the operational period without administrative burden on municipal staff.

Comprehensive Service and Warranty Management:

Our service team provides complete operational support specifically for charging infrastructure:

- 24/7 remote monitoring and diagnostic capabilities
- Comprehensive warranty management (manufacturer coordination, claim processing)
- Rapid on-site response for corrective maintenance
- Semi-annual preventative wellness checks
- Parts inventory management for rapid component replacement

This specialized expertise ensures the 97% uptime requirement through proactive management and full-service capabilities.

Regional Leadership and Long-Term Commitment

Our qualifications extend beyond individual project work to encompass active leadership in the broader Mountain West EV ecosystem. We maintain strong collaborative relationships with regional utilities including Lower Valley Energy, state energy offices, and transportation departments across Wyoming, Utah, and Colorado. These working partnerships translate into streamlined interconnection processes, efficient regulatory navigation, and faster problem-solving—direct benefits that de-risk project schedules and ensure successful delivery.

Unlike national contractors seeking short-term project opportunities, Winn-Marion's regional presence and long-term orientation position us as genuine partners invested in Jackson's success. Our Wyoming offices in Casper and Gillette, combined with developing local partnerships in Jackson, demonstrate commitment to being accessible, accountable partners throughout the infrastructure lifecycle.

This regional commitment means Jackson and Teton County benefit from working with professionals who understand mountain community needs, Wyoming's regulatory environment, and the unique operational challenges of serving demanding climates and seasonal tourism patterns. We're invested in

Jackson's success because we're invested in Wyoming's future—not as distant vendors but as regional partners serving the communities where we live and work.

Winn-Marion's 50-year history serving Wyoming communities provides the foundation for genuine long-term partnership. We'll be here not just for the five-year federal compliance period, but for the decades of continued service that permanent infrastructure investments should deliver.

F.) References

The following references provide insight into Winn-Marion's capabilities delivering comprehensive EV charging infrastructure for public sector clients, including technical execution, project management, grant compliance, and ongoing operational support. All references represent recent or ongoing projects demonstrating the qualifications directly relevant to Jackson and Teton County's CFI grant initiative.

Reference 1: Multi-Site Municipal Deployment

Name: Michael Hodyno
Title: Public Works Project Manager
Organization: City of Arvada, Colorado
Email: mhodyno@arvada.org
Phone: (720) 898-6730
Address: City of Arvada Public Works Department, 8101 Ralston Road, Arvada, CO 80002

Project Relationship: Winn-Marion serves as prime contractor for the City of Arvada's comprehensive EVSE infrastructure initiative, managing turnkey design, procurement, and installation of 34 Level 2 charging ports across seven municipal locations under Charge Ahead Colorado and Fleet Zero grant programs. Mr. Hodyno serves as the City's project manager overseeing all aspects of this ongoing multi-site deployment.

Can Speak To:

- Multi-site coordination and project management
- State grant compliance and reporting
- Utility coordination (Xcel Energy)
- Comprehensive operational support

Reference 2: Rural Mountain Community Infrastructure

Name: Starr Jamison
Title: Natural Resources and Climate Resilience Director
Organization: San Miguel County, Colorado
Email: starrj@sanmiguelcountyco.gov
Phone: (970) 729-9303
Address: San Miguel County Courthouse, 305 W Colorado Ave, Telluride, CO 81435

Project Relationship: Winn-Marion was recently awarded a contract for turnkey Level 2 charging infrastructure installation across four San Miguel County sites, including rural and mountainous community locations, funded through Colorado Energy Office's Fleet Zero Grant program. Ms. Jamison oversees the County's renewable energy and infrastructure initiatives including this charging deployment project.

Can Speak To:

- Rural and mountainous site logistics
- Grant-funded project navigation
- County government partnership
- Technical coordination in challenging environments

Reference 3: Dual-Access Fleet and Public Charging

Name: Ramon Montoya
Title: Fleet Manager
Organization: City of Lakewood, Colorado
Email: rammon@lakewood.org
Phone: (303) 987-7790
Address: City of Lakewood Fleet Services, 480 S Allison Parkway, Lakewood, CO 80226

Project Relationship: Winn-Marion executed comprehensive charging infrastructure supporting both the City of Lakewood's municipal fleet operations and public access through installation of 12 Level 2 chargers with integrated payment systems. Mr. Montoya manages the City's fleet operations and oversees all charging infrastructure supporting municipal vehicles and public use.

Can Speak To:

- Mixed-use access management (fleet + public)
- Payment system integration
- User group management
- Ongoing operational support reducing administrative burden

Reference 4: High-Power Transit Electrification

Name: Annabelle Phillips
Title: Project Manager
Organization: City of Fort Collins, Transfort
Email: aphillips@fcgov.com
Phone: (970) 224-6173
Address: Transfort Operations Center, 250 N Mason Street, Fort Collins, CO 80524

Project Relationship: Winn-Marion served as prime contractor for electrification of the City of Fort Collins' bus depot, involving turnkey installation of 150kW depot chargers supporting the city's electric bus fleet. Ms. Phillips managed this grant-funded, high-power charging project requiring sophisticated electrical engineering and mission-critical reliability.

Can Speak To:

- High-power charging infrastructure (150kW+)
- Mission-critical reliability and uptime
- Grant-funded project compliance
- Sophisticated electrical engineering

Reference 5: Advanced Mountain Community Electrification

Name: Ben Ludlow
Title: Project Manager, Production
Organization: Roaring Fork Transit Authority (RFTA)
Email: bludlow@rfta.com
Phone: (970) 989-3047
Address: RFTA Administration Offices, 130 Railroad Drive, Aspen, CO 81611

Project Relationship: Winn-Marion installed Colorado's first pantograph charger to support RFTA's electric bus fleet in Aspen, requiring advanced technical coordination and sophisticated electrical design for high-power installation in a challenging mountain environment. Mr. Ludlow oversees RFTA's production operations and electric fleet infrastructure.

Can Speak To:

- Complex, first-of-their-kind installations
- Mountain community logistics and challenges
- Advanced high-power charging systems
- Complete technical responsibility in demanding environments

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These references collectively represent our comprehensive capabilities in the services Jackson and Teton County require: multi-site public sector deployments, grant-funded project compliance, sophisticated electrical engineering for both Level 2 and high-power DCFC systems, mountain community logistics, and ongoing operational management. All contacts are available to discuss Winn-Marion's technical execution, project management approach, regulatory compliance, and long-term service delivery.

G.) Conflict of Interest

Winn-Marion Companies declares no conflicts of interest with the Town of Jackson, Teton County, or any parties associated with this Charging and Fueling Infrastructure (CFI) grant program.

Specifically:

Financial Independence:
Winn-Marion has no financial interests, business relationships, or contractual obligations that would compromise our ability to serve the Town of Jackson and Teton County's best interests in the deployment and operational management of EV charging infrastructure.

Personnel Independence:
No Winn-Marion personnel assigned to this project have personal, financial, or professional relationships with Town of Jackson or Teton County officials, staff, or decision-makers that would create actual or perceived conflicts of interest.

Vendor Independence:
Winn-Marion has no existing contractual relationships with competing vendors, equipment manufacturers (other than standard commercial relationships with ChargePoint for equipment procurement), or other entities that would compromise our independence or ability to provide objective recommendations.

Equipment Selection Objectivity:
Winn-Marion's selection of ChargePoint hardware and management platforms is based solely on technical merit, platform continuity with Jackson's existing 12-station ChargePoint network, and alignment with project requirements—not on any exclusive arrangements, financial incentives, or relationships that would compromise our objectivity. We maintain standard commercial relationships with multiple EVSE manufacturers and selected ChargePoint based on its suitability for Jackson's specific needs.

Ongoing Disclosure Commitment:
Should any potential conflicts of interest arise during the course of this engagement, Winn-Marion commits to immediate disclosure to the Town of Jackson and Teton County with full transparency regarding the nature of the conflict and proposed mitigation strategies.

October 20, 2025

RE: Letter of Support for Winn-Marion

Dear Sir or Madam:

Rexel Energy Solutions (RES) would like to document the ongoing collaboration we have with Winn-Marion. Rexel Energy Solutions, a division of Rexel USA, a $20B global electrical distributor, is in support of Winn-Marion to supply Electric Vehicle Supply Equipment (EVSE) and related solutions.

RES has been working with Winn-Marion on EVSE deployments and supporting their team through logistics, supply, training, and technical assistance.

We have found Winn-Marion to be one of the leading deployment arms for National EVSE rollouts with a very organized and efficient project management team. RES has worked closely with the Winn-Marion team to ensure there is adequate inventory and that shipments are made on time.

We believe our existing partnership and combined experience together will make Winn-Marion the leading applicant for the Town of Jackson, WY solicitation. RES will support Winn-Marion on the equipment/supply aspect of the deployment. We have relationships with all major EV charging manufacturers and currently stock various brands, giving us a wide offering and experience to support Winn-Marion.

Rexel Energy Solutions is excited and optimistic to continue work together with Winn-Marion.

Sincerely,

Paul Michaud
General Manger and VP of Sales
Rexel Energy Solutions
(508) 738-5312
Paul.Michaud@RexelEnergy.com

EXHIBIT C
Statement of Work

This Statement of Work defines the scope, deliverables, schedule, roles, quality control expectations and approval process for the design, engineering, procurement, installation, and commissioning of EV Chargers at multiple approved sites in and around the Town of Jackson, and provides an outline of operational and maintenance services to be provided by Contractor for a period of five years commencing after the last EV Charger is commissioned and placed into service, which services shall be subject to a separate agreement between the Parties.

Any capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Agreement. Any additions, deletions, or modifications to the Statement of Work shall be made only in accordance with the Change Order procedures set forth in the Agreement. No change to this Statement of Work shall be effective unless documented in a fully executed Change Order as required by the Agreement.

ARTICLE I: PHASE I (DESIGN & PRE-CONSTRUCTION)

The following provisions govern the execution of Phase I.

1.1. <u>SCOPE OF SERVICES (PHASE I)</u>

Contractor agrees to perform the "Phase I" services as detailed in Section C.1 of Contractor's Response to RFP. Contractor's Phase I services are summarized as follows:

- **Project Initiation & Site Definition:**
    - Work to be performed at the following five (5) designated project sites (**Project Sites**):
        - Deloney Parking Lot: 195 East Deloney Ave.
        - Home Ranch Parking Lot: 210 N. Cache Street
        - Teton County Recreation Center: 220 N. King Street
        - Miller Parking Lot: 230 W. Deloney Ave
        - Phil Baux Park: 100 E. Snow King Ave
    - **Client Requirement:** Prior to the commencement of engineering design, Town shall provide Contractor with a Port Distribution Schedule confirming the specific allocation of the required 16 Level 2 ports and 4 DCFC ports across these five locations.
    - **Completion Date:** Within 60 days of execution of the Agreement.
- **Site Assessment:** Contractor shall conduct detailed site validation visits at the Project Sites to document existing conditions, constraints, and opportunities. This assessment shall include:
    - **Electrical Infrastructure Evaluation:** Assessment of service capacity, panel configurations, breaker space, and conduit pathways.
    - **Future Expansion Capacity:** Analysis of how many additional ports existing infrastructure could support and identification of upgrades required for future growth.

- **Holistic Site Planning:** Evaluation of parking configurations, traffic flow, ADA accessibility, pavement conditions, and snow removal considerations.
- **Existing Station Integration:** Evaluation of existing electrical load from the 12 current Town-owned stations to ensure new designs integrate seamlessly with current capacity.

- **Engineering Design:** Contractor shall develop complete electrical plans, site layouts, and technical specifications for the installation of **20 total ports**, configured as follows per Town's direction:
  - **Level 2 Charging:** 16 ports total, configured as **seven (7) dual-port stations and two (2) single-port stations**.
  - **DC Fast Charging:** 4 ports total, configured as **two (2) dual-port stations** (located at the Teton County Recreation Center).

  Designs shall incorporate intelligent load management strategies (Circuit Sharing and Power Share) to minimize demand charges. All designs shall be prepared in compliance with NEC Article 625, NEVI technical specifications (23 CFR Part 680), and Town of Jackson building codes.
- **Regulatory Coordination:**
  - **Permitting:** Preparation of permit-ready prints and management of applicable permitting processes.
  - **Utility Coordination:** Contractor shall coordinate with Lower Valley Energy regarding interconnection requirements, service capacity, and approval timelines.
  - **NEPA Support:** Consistent with federal Design-Build restrictions (23 CFR 636.109), Contractor shall **not** serve as the primary author of NEPA decision documents. However, Contractor shall provide all necessary technical support, including detailed site plans and construction specifications, to facilitate the NEPA's environmental review process.

1.2. DELIVERABLES & MILESTONES (PHASE I)

Deliverable/Milestone	Description	Completion Date
Port Distribution Schedule Delivered by Town	Town provides written confirmation of Port Distribution Schedule	
Site Assessments Completed	Contractor's on-site evaluations, utility coordination, load capacity checks & grid proximity analysis; Town to provide utility data as needed	
Feasibility Reports	Contractor to deliver 1 per site with recommendations and constraints, including future expansion capacity analysis for each location	
Prelim Design Submittal	Contractor to prepare for comment by Town site plans, electrical plans, and specifications for EV Chargers, including ADA compliance verification	
Design Comments Period	Parties to coordinate comments and changes to designs	
Final Design Submittal	Contractor to deliver final stamped plans, specifications and load calculations to Town for final approval	

Permitting	Contractor to prepare permit-ready construction drawings for submission	
NEPA Support	Contractor to provide Town technical data and site drawings necessary to support National Environment Protection Act review	

- **Client Obligations:** This timeline is contingent upon Town granting Contractor physical access to sites and providing necessary utility data within fourteen (14) days of the Effective Date.
- **Excusable Delay:** Contractor shall not be liable for delays caused by factors beyond its reasonable control, including utility provider delays, Force Majeure events, or delays in federal funding administration.

1.3. <u>COMPENSATION (PHASE I)</u>

Total Contract Price of **$67,000.00** (Sixty-Seven Thousand Dollars) for Phase I Project Services (**Phase I Fee**).

- **Payment Schedule :**
  - **50% ($33,500.00)** due upon execution of this Agreement.
  - **50% ($33,500.00)** due upon completion of all Phase I services including delivery of Final Design Plans to Town.
- **Permit Fees:** The Phase I Fee includes a budget allowance for municipal permitting fees calculated at 6.5% of estimated Phase II capital costs (TBD based on revised equipment and installation pricing).
  - If actual permit fees charged by Town of Jackson, Wyoming exceed this allowance, Town agrees to reimburse Contractor for the difference.
  - If Town waives these fees or handles the internal transfer of funds directly such that Contractor is not required to pay them, the Phase I Fee shall be equitably adjusted via Change Order to reflect the credit.

ARTICLE II: PHASE II (EQUIPMENT PROCUREMENT & INSTALLATION)

The following provisions govern the execution of Phase II. Contractor shall **not** commence any Phase II work, nor order any equipment, until Contractor receives the NTP-2 from Town. Town shall only issue an NTP-2 after the following three conditions precedent have been satisfied: (1)) NEPA review is completed with an approval, clearance or determination that allows the project to proceed ; (2) federal CFI Program funds have been formally **obligated** by the federal government by written confirmation from the FHWA; ; and (3) Town has approved the final Phase II budget as provided herein.

2.1. <u>DETAILED SCOPE OF WORK (PHASE II)</u>

Subject to the issuance of the NTP-2, Contractor shall provide the following services as described in Section C of Contractor's Response to RFP, executed at the specific locations and quantities defined in the approved Phase 1 Design Plans:

A. Equipment Procurement & Logistics (Scope C)

- **Hardware Supply:** Procurement of ChargePoint CP6000 series (Level 2) and Express Plus (DC Fast Charge) units, or equivalent technology as approved during the Phase I Design.
- **Buy America Compliance:** Verification that all supplied equipment meets current FHWA Buy America requirements.
- **Pre-Positioning:** Management of equipment ordering, shipping, and secure storage to ensure readiness for installation.

B. Construction & Installation (Scope D)

- Design Plans: Preparation of permit-ready stamped prints which must conform to the final NEPA-approved Phase I design, and management of applicable permitting processes,.
- **Civil Work:** Concrete pad installation, trenching, boring (if required), pavement repair, and site restoration.
- **Electrical Infrastructure:** Installation of conduit, wiring, panels, and breakers in accordance with the Final Phase I Design Plans.
- **Equipment Installation:** Mounting, bollard installation, and physical connection of EVSE units by EVITP-certified technicians.
- **Signage & Accessibility:** Installation of ADA-compliant signage, EV parking designation signage (e.g., “EV Only” or “EV First” as directed by Town), welcome messaging about the charging stations (including note that charging stations are powered by 100% Green Power), striping, and wayfinding.

C. Commissioning & Integration

- **Testing:** Full system energization, safety testing, and network connectivity verification.
- **Network Integration:** Configuration of the 20 new ports into the Client’s existing 12-port ChargePoint network to ensure a unified dashboard and user experience. **Project Sites Clean-Up**: Remove from each Project Site all construction debris, excess materials, equipment, tools, temporary facilities, trash, and waste generated by or on behalf of Contractor in connection with the work. Contractor shall clean, repair, and restore each Project Site to a neat, safe, and orderly condition, substantially similar to or better than its condition immediately prior to commencement of the work, reasonable wear and approved improvements excepted. Restoration shall include, as applicable, repair of pavements, curbs, sidewalks, landscaping, striping, signage, utilities, and other site features disturbed or damaged by Contractor’s work.

C. . As-Built Plans. Preparation and delivery of complete as-built plans for all EV charger installations, including all equipment locations in the public-rights-of-way, conduit runs, electrical upgrades, civil modifications, and any field adjustments made during construction or installation. The as-built plans shall accurately reflect all work completed on site and shall be prepared to the same level of detail and professional standard as the NEPA-approved Phase I design plans.

2.2. DELIVERABLES & MILESTONES (PHASE II) [EVALUATE METHOD: weeks after Phase II funding obligated]

Deliverables/Milestone	Description	Completion Date
Permit Applications Submitted	Final stamped construction plans submitted with all permit applications required, i.e. electrical	
Permit Approvals	Al required permits approved	
Procurement Plan Finalized	Equipment list and vendor list prepared	
EV Equipment & Electrical Civil Materials Ordered	All EV equipment, hardware and electrical materials, including bollards ordered	
Site Mobilization	Contractor mobilization, staging and safety setup	
Civil Construction	Trenching, conduit, pads, bollards, restoration	
Electrical Installation	Panel upgrades, wiring, grounding, equipment mounting	
EV Charger Installation	Mounting and securing all EV Chargers to sites	
Utility Coordination, Commissioning and Testing	Utility tie-in, meter installation; functional testing of EV Chargers, software set-up and load testing	
Final Acceptance and Punch List Completion	Closeout of Phase II with final inspection, signage as required, final documentation and warranty review	

2.3. ESTIMATED PRICE & ADJUSTMENT (PHASE II)

The Parties acknowledge that the current fee for Phase II is estimated in Contractor's initial budgetary estimate as $661,500.00 based on the assumptions and unit pricing detailed in Contractor's Response to RFP and the amount Town was awarded for equipment purchase and installation in the Grant (**Phase II Fee**). Contractor shall make reasonable efforts to provide Phase II pricing that aligns with available funding. In the event that actual site conditions revealed during Phase of the Project indicate Phase II costs may exceed the Phase II Fee, Contractor shall promptly notify Town and work collaboratively to identify value engineering solutions or scope adjustments to maintain project feasibility within budgetary constraints.

- **Price Adjustment Process:** Upon completion of Phase I, if necessary, based upon the Final Design Plans and site conditions, Contractor shall submit a Phase II Fee amendment to Town for its review and approval (**Phase II Amended Fee**). The Phase II Amended Fee shall supersede the Phase II Fee and reflect:
    1. **Actual Site Conditions:** Adjustments based on verified trenching distances and electrical infrastructure needs (e.g., reductions for shorter conduit runs).
    2. **Value Engineering:** Savings identified during the design process to align with Town's budget.
    3. **NEPA Requirements:** Any scope changes mandated by the final NEPA determination.
- **Town Approval:** Town shall review and approve the Phase II Amended Fee prior to issuing the NTP-

ARTICLE III: PHASE III – MANAGEMENT AND MAINTENANCE SERVICES

The Parties agree to negotiate a separate ongoing services agreement in good faith on or before _________________ for the following operational and maintenance services:

Full operational support (networking, warranty, maintenance, and management) for all new charging infrastructure installed pursuant to this Agreement.

- **Management:** Five (5) year fixed-fee operations and maintenance (O&M) period, commencing upon commissioning.
- **Services:** Includes 24/7 remote monitoring, software updates, preventative wellness checks, warranty coordination, and reporting for federal grant compliance.
- **Existing Town-Owned Charging Stations**: Contractor shall provide management-only support for existing Town-owned charging stations, including preventative maintenance, coordination with ChargePoint, customer service management, and repair coordination. This service tier explicitly excludes network software fees, as Town retains existing software licenses for these stations. Existing stations covered under this service tier include 2 dual-port L2 stations, 4 single-port L2 stations, and 2 single-port DCFC stations.

Advanced Network Management, Inc
304 Inverness Way S #400
Englewood, Colorado 80112

James Voorhies
307-228-5510
james.voorhies@anm.com

Town of Jackson
150 East Pearl Avenue
Jackson, WY 83001

Jason Wright
(307) 734-3464
jwright@jacksonwy.gov

Quote #: QT-000103722

Town of Jackson - Rubrik Expansion On Prem

November 04, 2025

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
RS-BT-FE-PE-PP	Rubrik Foundation Edition; per usable BETB;Premium support; prepayTerm: 36 Months			36	30	$ 1,086.79	$ 32,603.70
RS-HW-SVC-R7K-PE-S2	Support for R7000-2 hardware, prepay; Premium support Term: 36 Months			36	1	$ 11,239.02	$ 11,239.02
RHA-7404-01	R7404 Appliance, 4-node, 48TB raw HDD, 30.7TB NvMe, SFP+ NIC RS-BT-FE-PE-PP RS-HW-SVC-R7K-PE-S2				1	$ 28,514.70	$ 28,514.70

Sub-Total	**$ 72,357.42**
Estimated Taxes	$ -
Shipping Costs	**$ 800.00**
Grand Total	**$ 73,157.42**

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.
Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTTC required for non-taxable sales.
Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.
Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.
Expedited shipping is subject to an additional charge.
Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.
Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.
Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature Date

Customer Name (Printed) Title

Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") and services ("Services") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products that are manufactured by third-party vendors ("Manufacturers") and associated Services provided by such Manufacturers may be subject to additional terms which are available at https://anm.com/eulas-and-product-warranties/ ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

1. **ORDERS**. Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").

2. TERM. If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.

3. PRICE. Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.

4. PAYMENT. Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.

5. SHIPPING. ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.

6. PRODUCT RETURNS; RMA. Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.

7. SECURITY INTEREST. Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).

8. WARRANTIES. Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM

9. INDEMNIFICATION. . Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES PERFORMED BY ANM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

11. DISPUTES. The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.

12. NOTICES. Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.

13. SEVERABILITY. Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.

14. ENTIRE AGREEMENT. This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.

MUNICIPAL TERMS AND CONDITIONS ADDENDUM

This Municipal Terms and Conditions Addendum ("**Addendum**") is incorporated into and made part of any quotation, invoice, order form, statement of work, purchase order, standard terms and conditions or similar document (collectively, the "**Vendor Documents**") issued by Advanced Network Management, Inc. or its affiliates ("**Vendor**") and accepted by the Town of Jackson, Wyoming, a Wyoming municipal corporation ("**Town**").

1. **Order of Precedence.** This Addendum supersedes and controls over any conflicting terms contained in Vendor Documents. In the event of any conflict between the Vendor Documents and this Addendum, the following order of precedence shall apply:
    a. this Addendum;
    b. Town's purchase order or written agreement signed by an authorized official;
    c. any applicable statement of work expressly approved by Town; and
    d. Vendor's standard Terms and Conditions
2. **Delivery.** Delivery shall be FOB destination, freight prepaid and allowed. Town is relying on the promised delivery date as material to and basic to Town's acceptance. If Vendor fails to deliver or perform as and when promised, Town, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
3. **Acceptance of Terms.** Payment by Town shall not constitute acceptance of any Vendor terms not expressly agreed to in writing by Town. Vendor acknowledges that Town may only be bound by contracts approved and executed in accordance with Wyoming law and municipal policy.
4. **Governing Law and Venue.** This Addendum shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.
5. **Non-Appropriation.** Town's payment obligations are subject to annual appropriation by its governing body. In the event sufficient funds are not appropriated, Town may terminate the agreement without penalty or further obligation.
6. **Indemnification for Services Performed by Vendor.** To the extent permitted by Wyoming law, Vendor shall indemnify, defend, and hold harmless Town, its officers, employees, and elected officials from and against any and all third party claims, damages, liabilities, losses, and expenses arising out of or related to (i) Vendor's negligence or willful misconduct in performing professional or managed services by Vendor; (ii) Vendor's breach of the agreement; (iii) infringement by Vendor of any intellectual property right in performing professional or managed services by Vendor; or (iv) any data breach,security incident, unauthorized access, loss, disclosure or compromise of Town Data (defined below) to the extent caused by Vendor, or arising from Vendor's failure to comply with its obligations, in performing professional or managed services. In addition to the foregoing third-party indemnification obligations, Vendor shall be responsible for, and reimburse Town for first-party costs incurred by Town arising out

of any data breach or security incident to the extent caused by Vendor, or Vendor's failure to comply with its obligations under the Vendor Documents and this Addendum, in performing professional or managed services. Nothing herein shall be construed as requiring Town to indemnify Vendor or waive governmental immunity. For the avoidance of doubt, Vendor shall have no indemnification obligations pursuant to this Section 6 with respect to its sales to Town of hardware or software ("Products") manfuctured by third party manufacturers ("**Manufacturers**") or related services performed by such Manufacturers ("**Manufacturer Services** ") that are expressly identified on the quotation form to which this Addendum is attached ("**Quote**"); provided, however, that Vendor shall not be relieved of its indemnification or reimbursement obligations under this Section 6 to the extent that any claim, loss, or damage arises from Vendor's failure to properly perform professional or managed services related to any such Products or Manufacturer Services.

7. **Limitation of Liability.** Any limitation of liability contained in Vendor Documents shall not apply to claims arising from indemnification obligationspursuant to Section 6 above. Town does not agree to limitations that conflict with Wyoming law.
8. **Data Privacy and Confidentiality**.
   A. Vendor acknowledges that all data stored, processed, or transmitted under the Vendor Documents and this Addendum, including but not limited to personally identifiable information ("PII"), criminal justice information, law enforcement sensitive data, and any other confidential or regulated information ("**Town Data**"), is confidential and shall be handled by Vendor in strict accordance with this Addendum and all applicable privacy, data protection, and information security laws, regulations, and standards. Vendor shall not access, use, disclose, or process Town Data except as necessary to perform its obligations under this Addendum or as expressly authorized in writing by Town, or as required by law.
   B. Vendor represents and warrants that it shall comply with all applicable international, federal, state and local laws, regulations, directives and standards relating to data protection, privacy, confidentiality, and information security, including, but not limited to, General Data Protection Regulation, NIST (National Institute of Standards and Technology), and Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.
   C. Vendor shall, in connection with the performance of professional and managed services by Vendor, implement and maintain appropriate administrative, technical, and physical safeguards designed to protect Town Data against unauthorized access, disclosure, alteration, loss, or destruction. Such safeguards shall be no less rigorous than those required by applicable law and shall be consistent with industry best practices for handling sensitive law enforcement and governmental data.
   D. Vendor shall promptly notify Town, and in no event later than twenty-four hours after becoming aware of any actual or suspected data breach, security incident, or unauthorized access involving Town Data. Notification shall include all information reasonably necessary for Town to comply with applicable breach notification laws, including those specific to law enforcement or government agencies.
   E. In the event of a Cyber Security Incident, Vendor will reasonably cooperate with Town, including granting access to Vendor's systems as necessary, to reduce impact and determine the cause and scope of the incident. "Cyber Security Incident" means a violation or imminent threat of violation of cyber security policies, acceptable use policies, or standard cyber security practices which results in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data.

9. **No Security Interest or Lien.** Vendor acknowledges that Town is a public entity and lacks authority to grant liens or security interests except as expressly authorized by law. Town does not grant Vendor any lien, security interest, or purchase money security interest in any goods, software, equipment, or other municipal property. Vendor is not authorized to file any financing statement or similar notice. Any provision in Vendor Documents to the contrary is void and of no force or effect.
10. **Third-Party Products and Terms**. Vendor may provide Products or Manufacturer Services supplied by third parties. No third-party terms and conditions shall be incorporated by reference or binding upon Town unless (i) the applicable Products or Manufacturer Services are expressly identified in the Quote and (ii) the specific terms and conditions are provided at https://anm.com/eulas-and-product-warranties/ ("**Manufacturer's Terms**"). Nothing in any Manufacturer's Terms shall be construed as a waiver of Town's governmental immunities, statutory protections, or obligations under applicable public records, procurement, or appropriation laws. In the event of any conflict between this Addendum and any Manufacturer's Terms, as between Town and Vendor, this Addendum shall control.
11. **Warranties.** Product warranties and warranties for Manufacturer Services are provided by the applicable Manufacturer in the Manufacturer's Terms. Vendor shall reasonably cooperate with Town to pass through the benefit of each such Manufacturer warranty to Town, and to assist Town in making warranty claims. With respect to professional and managed services performed by Vendor, Vendor warrants that all such services shall conform to agreed specifications and documentation; be performed in a professional and workmanlike manner; be free from material defects; and not infringe upon the intellectual property rights of any third party. Any disclaimer of warranties inconsistent with this section is rejected.
12. **Tax Exemption.** Town is a political subdivision of the State of Wyoming and is exempt from all state and local sales, use and excise taxes. Vendor shall not charge Town any such taxes.
13. **Public Records.** Any and all documents submitted to the Town of Jackson may be deemed a public record under the Wyoming Public Records Act, and thereby subject to examination and inspection by third parties.
14. **Audit Rights.** Vendor shall maintain all records, books, and documents relating to this Addendum, Vendor Documents and any payments received hereunder. Upon reasonable notice, Town, its auditors, or other authorized governmental representatives shall have the right to inspect, review, and copy such records for the purpose of verifying compliance with the terms of this Addendum, Vendor Documents and applicable laws. Vendor shall cooperate with all reasonable requests in connection with such audits.
15. **Insurance.** Vendor shall maintain, at its own expense, commercially reasonable insurance coverage, including: Commercial General Liability, Professional Liability / Technology Errors & Omissions and Cyber Liability. Proof of insurance shall be provided upon request.
16. **Assignment and Subcontracting.** Vendor may not assign, transfer, or subcontract its obligations without the prior written consent of Town, which shall not be unreasonably withheld.
17. **Termination for Convenience.** Town may terminate the agreement with Vendor for professional or managed services to be performed by Vendor for convenience upon written notice, except to the extent specifically agreed otherwise by Town in any Vendor Documents executed by Town in connection with the Quote. In such event, Town shall be liable only for professional or managed services performed by Vendor and accepted by Town prior to termination.

18. **No Waiver of Governmental Immunity.** Town does not waive its governmental immunity by entering into this Addendum, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Addendum and the Vendor Documents.
19. **Entire Agreement as Modified.** This Addendum modifies and supplements Vendor Documents and constitutes binding terms upon Vendor's acceptance of any purchase order or payment issued by Town.

IN WITNESS WHEREOF the parties have caused this Addendum to be executed by their duly authorized representatives and effective as of the last date signed by the parties below.

TOWN OF JACKSON,
A municipal corporation of the State of Wyoming

____
By: Arne O. Jorgensen, Mayor

____
ATTEST: Riley Hovorka, Town Clerk

Date: ____________________________________

ADVANCED NETWORK MANAGEMENT, INC.,
a __________________ corporation

By: ______________________________________
Name/Title: ________________________________
Date: ____________________________________

November 17, 2025

WYOMING DEPARTMENT OF TRANSPORTATION
PERMIT

Project:	N104097
Road:	West Broadway Avenue
Section:	Millward St. to Cache St.
County:	Teton
Parcel No.:	6

THIS AGREEMENT IS ENTERED INTO between **Town of Jackson, a municipal corporation of the State of Wyoming**, herein referred to as the “Landowner” and the Wyoming Department of Transportation, herein referred to as the "Department." The Department agrees to pay to the Landowner the sum of **Eighty-Five Thousand Nine Hundred Ten and 00/100 Dollars ($85,910.00)** within forty-five (45) working days of the date of the final original signature on this Agreement and the return of the completed W-9 form. The Landowner hereby grants to the Department, its agents and contractors permission to enter upon the following described area for construction purposes:

> **Parcel 6 -** A parcel of land in the Club House Addition to the Town of Jackson, situate in the SW1/4SW1/4, Section 27, T. 41 N., R. 116 W., of the 6th P.M., Teton County, Wyoming, adjoining the northerly right of way boundary of West Broadway Avenue and the easterly right of way boundary of North Cache Street, 31.60 feet wide on the left, beginning on said easterly boundary of North Cache Street, tapering to 0.00 feet, to and ending opposite Engr. Sta. 23+10. The above described parcel of land contains 781 square feet, more or less, and will be used for ADA ramp construction.

Said Permit area is shown on the official plans for the above-referenced highway project and said plans are hereby made a part hereof. The Permit includes the right of ingress and egress, and also the right to temporarily operate equipment upon the above described land. Upon completed use of the Permit area, the disturbed area will be sloped, blended and seeded or sodded by the Department where feasible. The use of the Permit area will commence upon the date of the awarding of the project by the Transportation Commission of Wyoming and will have a 2-year duration.

CURB/GUTTER/SIDEWALK

The Department shall construct curb, gutter and sidewalk as part of this project at no additional cost to the Landowner. To the extent required by local ordinance, the Landowner shall be solely responsible for the removal of any and all debris, including snow from the sidewalk adjacent to the Landowner’s property.

CONTINUAL ACCESS

The Landowner will have safe access to their property at all times during construction on the above referenced project.

PROTECTIVE CLAUSE

Any existing trees, plants, mailboxes, fencing, signs, structures, utilities, lawn, sprinkler system and/or drip system, ornamentation, or other personal items within the permit area not specifically addressed in this agreement, but not limited to those items stipulated herein, will be worked around during construction. Should any such items be damaged during construction, and can be replaced by the Department, those items will be replaced. Those items that can not be replaced will be reviewed as a cost to cure payment in accordance to the Department’s guidelines and said proposal of offer to cure any damage as a result of the above referenced project will be presented for acceptance to the Landowner by the Engineer-in-Charge of construction. Prior to the start of construction, the Engineer-in-Charge of Construction and/or the Department’s contractor shall contact and inform the Landowner as to which additional items within the permit area will be damaged or can be moved outside the permit area. The Department will relocate those items that can be moved safely and are functional, outside the permit area during construction and upon completed use of the permit area those items will be moved back within that permit area and will be functional.

FEDERAL TAX REPORTING

Pursuant to the 1986 Tax Reform Act, the Department may be required to report all or a portion of the herein stated consideration to the Internal Revenue Service. This reporting in no way creates a tax liability in itself as to the type of payment. The individual handling of the proceeds of this transaction are the responsibility of the Landowner. In cooperation with IRS regulations, the Landowner agrees to complete the Department's W-9 form for the Department's use in reporting as required. Landowner acknowledges that payment will not be made without a properly completed W-9 form and that incomplete information may delay payment.

NONDISCRIMINATION.

All parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

SOVEREIGN IMMUNITY

Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Wyoming Department of Transportation and the Transportation Commission of Wyoming expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

This Permit Agreement is the entire Agreement and there are no additional promises, terms, conditions, stipulations or obligations between the parties. Both parties having read the entire Agreement and having full knowledge of the Agreement, its intent, content, and of all clauses contained herein, attach the proper signatures below, acknowledging and giving full and complete approval of this Agreement. By signing below, the Landowner represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. This Agreement shall be binding upon the Landowner, their representatives, heirs, successors or assigns.

Wyoming Department of Transportation:

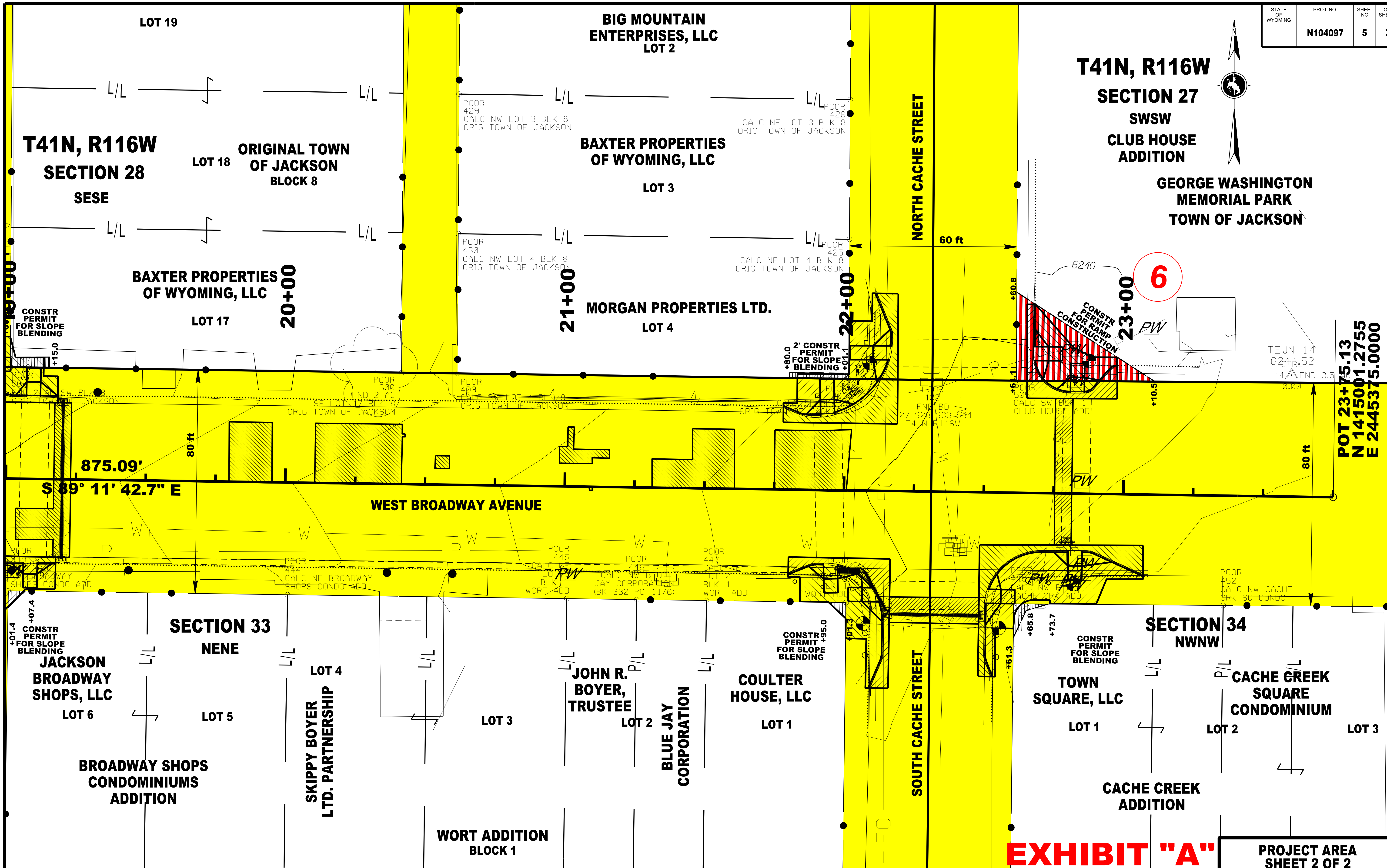
By: ____

Shaylin Stein, Acquisition Agent Date

Landowner:

____

Town of Jackson Date



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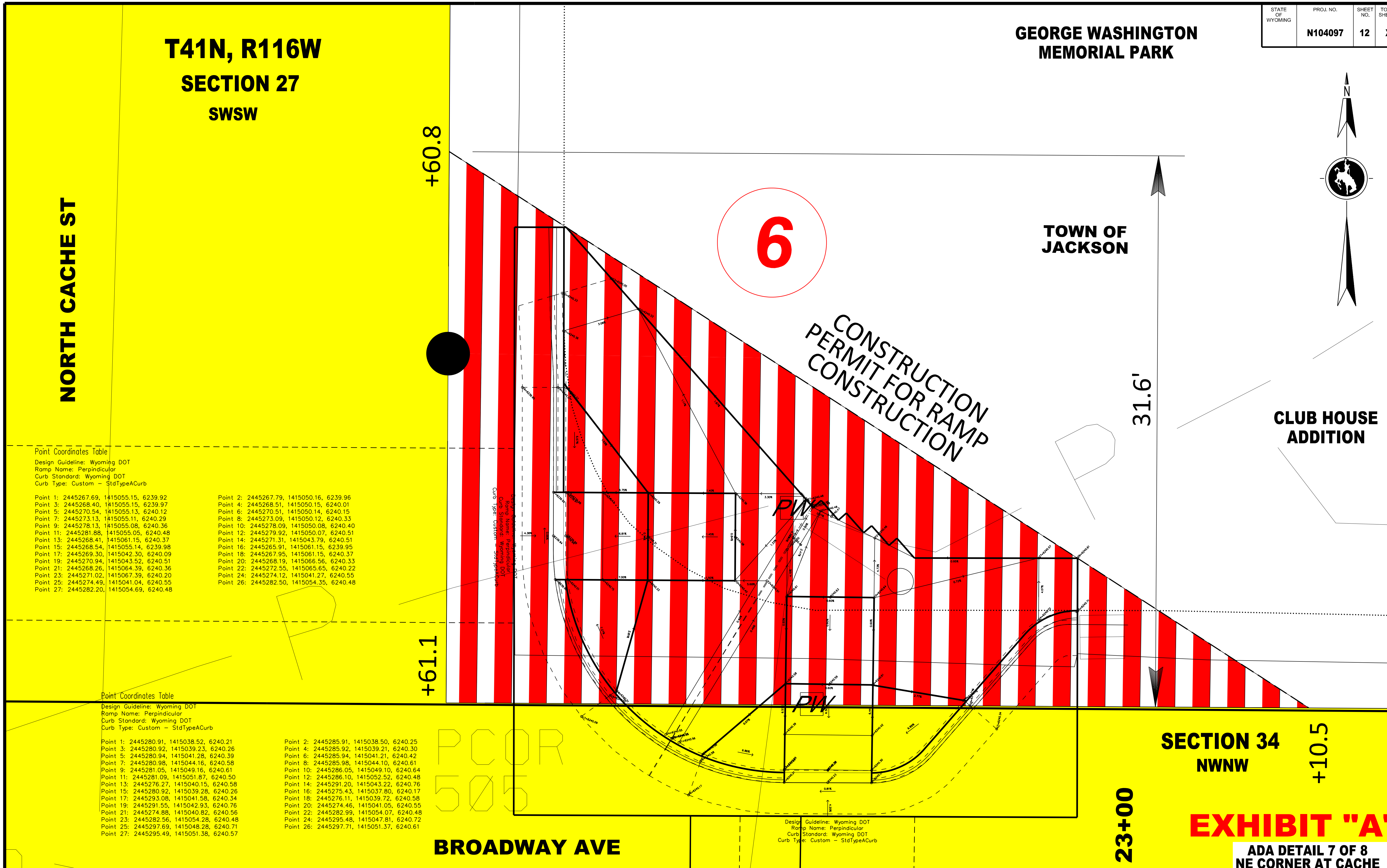

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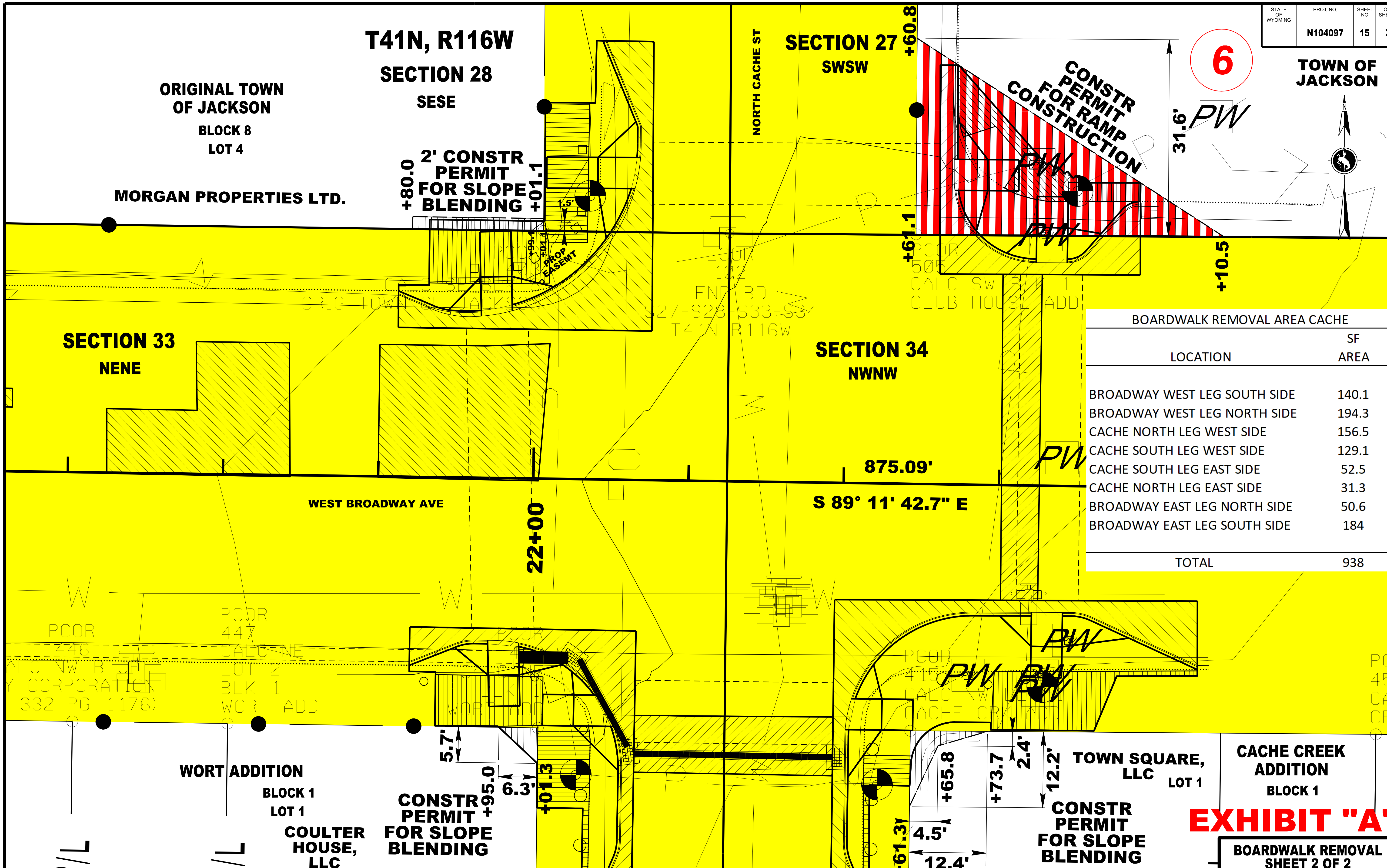

BOARDWALK REMOVAL AREA CACHE

LOCATION	SF AREA
BROADWAY WEST LEG SOUTH SIDE	140.1
BROADWAY WEST LEG NORTH SIDE	194.3
CACHE NORTH LEG WEST SIDE	156.5
CACHE SOUTH LEG WEST SIDE	129.1
CACHE SOUTH LEG EAST SIDE	52.5
CACHE NORTH LEG EAST SIDE	31.3
BROADWAY EAST LEG NORTH SIDE	50.6
BROADWAY EAST LEG SOUTH SIDE	184
TOTAL	938

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STAFF REPORT

Meeting Date:	January 5, 2026	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Johnny Ziem
Agenda Item:	Award Bid for the Procurement of a New Public Works Truck (Bid #26-02)	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to accept and award Bid# 26-02 for the purchase of a new truck for the Water Division within the Public Works Department.

Requested Action.
To approve and award Bid# 26-02 for the purchase of a new truck for the Water Division within the Public Works Department.

Recommendations.
Staff recommend Council approve the procurement of a new truck for the Water Division within the Public Works Department.

Background.
The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.
When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicle needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the Water Division within Public Works. This division is responsible for providing certified personnel that maintain and repair the Town's water distribution system. The Public Works Department needs this vehicle because it is replacing an older vehicle that has met its service life.

Possible Alternatives.
Possible alternatives for this item include:
1. Not approving and awarding Bid# 26-02
2. Other

Comprehensive Plan & Priority Alignment.
- Chapter 2: Climate Sustainability
    - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
    - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.
We received three bids which are listed below. The lowest bid was from Teton Motors of Jackson, Wyoming. For the FY26 Budget, we show a budget of $90,000 for the purchase and buildout of a new Water Division truck.

Vendor	Vehicle Type	Unit Cost	Trade-in Value	Final Cost
Fremont Motors	3/4 ton truck	$ 45,951.00	$ 9,000.00	$ 36,951.00
Teton Motors	3/4 ton truck	$ 46,590.00	$ 12,200.00	$ 34,390.00
One Nation Ford	3/4 ton truck	$ 48,989.00	$ 9,999.00	$ 38,990.00

Staff Impact.
Public Works staff will be impacted in additional labor hours, which are estimated to be 25 hours to fully buildout the new truck with a new service bed and light bar.

Attachments or Links.
- Bid# 26-02 results

Suggested Motion.

I move to approve Bid# 26-02 for the purchase of a new truck for the Water Division within the Public Works Department and award the bid to Teton Motors of Jackson, Wyoming, in the amount of $34,390.

BID NUMBER: 26-02 **PROJECT NAME:** Cab and chassis 3/4 TON Truck

OPENING DATE & TIME: 12/4 @ 3pm **OPENED BY:** Riley Hovorka & Eric Hiltbrunner

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check			Bid Amount	Returned Bid Bond / Check
1	Fremont Motors				BT AT	$45,951 $36,951		
2	Teton Motors				BT AT	$ 46,590 $ 34,390		
3	One Nation Ford				BT AT	$ 48,989 $ 38,990		
4								
5								
6								

STAFF REPORT

Meeting Date:	January 05, 2026	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Finance	Presenter:	Kelly Thompson
Agenda Item:	Naming Official Depositories 2026	Public Comment:	Yes

Purpose & Policy Considerations.
Each year, the Town Council names banks as official depositories for the Town of Jackson.

Requested Action.
For the Town Council to name Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson during 2026.

Recommendations.
Staff recommend the Town Council name Bank of Jackson Hole, a division of NBH Bank as official depository for the Town of Jackson during 2026.

Background.
The Town Council has annually named banks as official depositories pursuant to Wyoming State Statute 9-4-817 (b) (ii). Once the Council has named them, the bank's Board of Directors submits a resolution pursuant to state statute 9-4-806 ensuring that they can guarantee the funds and they are federally insured.

Analysis.
The Town issued a Request for Proposals (RFP) and selected Bank of Jackson Hole (BOJH) in 2009. BOJH merged with NBH Bank in December 2022 and still operates under the BOJH name. The Town has maintained bank accounts with BOJH since 2009. The Town is charged minimal transaction fees, no administration fees and receives competitive interest rates on account balances. Staff find great value in this tenured relationship. Staff work daily with the BOJH Treasury Management team, and the BOJH online platform. This system interacts with our accounting system, has multiple internal control functions and processes tens of thousands of transactions annually. BOJH staff are on call for any issues that arise. Based upon the quality of the BOJH software and expertise of the BOJH team, staff recommend continuing this relationship.

The Town manages operating cash utilizing pooled cash, a cash management system that consolidates all the Town's eighteen fund balances into a single account. This system improves efficiency and our internal control system. Given we utilize one pool of cash, staff is recommending we continue banking operations with only one external bank.

Possible Alternatives.
Council could direct staff to release an RFP for solicitation of bids from other banks.

Comprehensive Plan & Priority Alignment.
This is a Wyoming State Statute.

Fiscal Impact.
None.

Staff Impact.
Finance Department and Clerk's office spent approximately 3 hours completing this item.

Attachments or Links.
None.

Suggested Motion.
I move to designate Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson for 2026.

STAFF REPORT

Meeting Date:	January 5, 2026	Meeting Title:	Town Council Regular Meeting
Submitting Department:	External Affairs	**Presenter:**	Susan Scarlata
Agenda Item:	Legislative Approach	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to update Town Council about the upcoming Legislative Session, Wyoming Association of Municipalities' (WAM's) process for requesting potential bills Interim Topics, preliminary planning for WAMs' Winter Conference in Cheyenne, Wyoming, and Council's travel, training, and meetings budget.

Requested Action.
Please discuss and ask questions about the upcoming Legislative Session, WAM's related processes for potential Interim Topics, intention to attend WAM's Winter Convention February 11-13, and potential for a budget amendment.

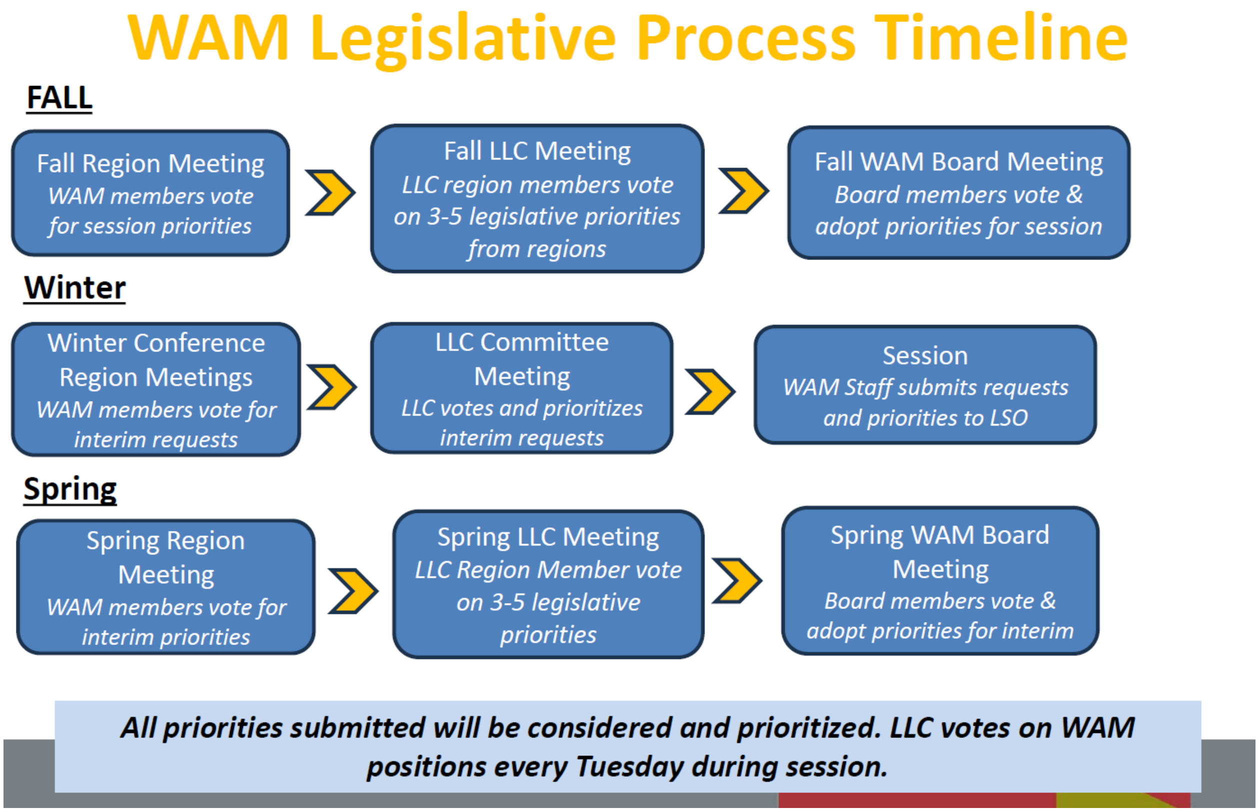
Recommendations.
Staff recommends Council discuss, ask questions, share potential Interim Topics, if any, plans to attend WAM's Winter Convention, if known, and move to amend Council's travel and training line item in the budget.

Background.
Town Council has approved an ongoing Legislative Policy Approach to do the following.

- Hire a Legislative Advisor;
- Help other municipalities with policies and initiatives whenever possible;
- Work on developing and advancing bills with committee support;
- Direct staff to participate on statewide coalitions related to Town priorities, when applicable;
- Monitor and respond to bills and other initiatives related to or directed at the Town of Jackson; and
- Continue working with and supporting WAM.

In recent years, our legislative delegation and Legislative Advisor, Andy Schwartz, have successfully defended the Town's interests and supported Senator Gierau to submit an Interim Topic on HOV lanes, which became a bill and was passed into law in the 2023 Legislative Session. Council renewed our Legislative Advisor's contract through June of 2026.

Wyoming Association of Municipalities (WAM)
WAM, which is comprised of the 99 municipalities in Wyoming, hosts an annual Winter Conference in Cheyenne during the Legislative Session. This year's conference is February 11-13 in Cheyenne. WAM recently shifted its processes for municipalities to identify topics to focus on and prioritize with the legislature, which relies on WAM's Legislative Leadership Committee (LLC) and representatives from each of the six regions in the state (map of regions available WAM's website: www.wyomuni.org). Representatives share and ask WAM to forward topics discussed at regional meetings. Mayor Arne Jorgensen serves as the Town of Jackson's representative to Region 5 that includes western Wyoming from Jackson south to Evanston and the municipalities in between. The graphic below outlines WAMs' Process Timeline.



Requests for topics to be discussed by committees outside of the Legislative Session are referred to as ‘Interim Topics’ because they are considered during the interim, between sessions. Historically, items discussed as Interim Topics have had a greater chance of becoming bills supported by committees that move through the legislative process. This is the path that the bill to allow HOV lanes took. Proposals for Interim Topics must be submitted by legislators and will need to be brought forth at WAM’s Winter Conference, if Council has any to propose. Please discuss the following and share any consider if our Town’s representative should propose these in WAM’s regional meeting. Last summer, we proposed these three ‘Interim Priorities’ to WAM:

- Increasing allowable fees for retail liquor licenses
- Supporting the ability to maintain and add new options for local revenue generation
- Establishing statutory authority to utilize workforce housing exactions

In addition, staff has the following ideas for potential Interim Topics.

- Legislation to address ticket scalping at Jackson’s Rodeo.
- Allowing contractors to supply materials and government to still cover those materials exempt from taxes.

On December 17 from 7:30-8:30AM, WAM will host a Legislative Interim Recap call, which staff plans to attend. WAM’s staff will walk through which committee bills advanced, highlight individual bills now under consideration, and share some things to expect in the upcoming legislative session. It will also cover WAM’s grassroots efforts and how regional input shaped priorities for the 2026 Budget Session—ensuring that the voices of Wyoming’s municipalities are front and Center. Council is invited to attend and can contact staff for details about signing up, if needed.

Analysis & Key Questions.

Upcoming Legislative Session: This year's Legislative Session is a Budget Session, which means bills will need to have a 2/3rds majority to be introduced. Budget Sessions are 20 days long instead of General Sessions, which are 40 days. The Session starts Monday, February 9, so WAM's Conference is during its first week.

Council's Travel Budget: For FY26, Council budgeted $15,000 for travel, training, and meetings. As of December 4, all but $1,100 of that total has been utilized. Members of Council utilized funds for training and travel to the Legislative Session last winter; WAM's Summer Convention in Cheyenne; meetings in Washington D.C. with Wyoming's Senator, Representatives, and various agencies; Mountain Towns 2030 in Breckenridge; Mountain & Resort Town Planners Summit in Vancouver, and the National League of Cities in Salt Lake.

In prior years, it has not been uncommon for Council to need to amend this line item. Based on prior years, staff estimates that attendance at WAM's Winter Conference costs $1,000 per Councilor, including lodging, meals, and event registration, plus fuel or airfare to get to Cheyenne. Other time and engagement at the Legislative Session generally costs between $200 and $250 per day plus registration for additional events (Governor's Hospitality & Tourism Convention is between $200 and $600). Attendance at WAM's Summer Convention, which is scheduled to be in Laramie in 2026, generally costs $750 per Councilor for lodging, meals, and event registration plus fuel or airfare. This table breaks these numbers down.

TRAINING/TRAVEL TYPE	**LODGING/MEALS/REG. per Attendee**	**PLUS**
WAM Winter Conference	$1,000	Fuel or Airfare
Legislative Session	Between $200-$250 per day	Fuel/Airfare/Registrations
WAM Summer Convention	$750	Fuel or Airfare

Depending on how many Councilors plan to attend these events, staff estimates Council will need an additional $15,000.

KEY QUESTIONS

Key Question #1: Does Council want to amend its travel/training/meeting budget to add additional funding?

Key Question #2: Which Councilors plan to attend WAM's Winter Conference in Cheyenne from February 11-13? Do any Councilors plan to be in Cheyenne during the Legislative Session beyond WAMs Conference?

Key Question #3: Do Councilors want to have their representative propose any of the ideas from last year or new items, all listed below again, as potential Interim Topics? Or, are there additional topics Council would like to discuss or include?

'Interim Priorities' proposed last year are:

- Increasing allowable fees for retail liquor licenses
- Supporting the ability to maintain and add new options for local revenue generation
- Establishing statutory authority to utilize workforce housing exactions

Additional potential Interim Topics:

- Legislation to address ticket scalping at Jackson's Rodeo.
- Allowing contractors to supply materials and government to still cover those materials exempt from taxes.

Possible Alternatives.

Council could choose not to engage with WAM or amend the budget.

Comprehensive Plan & Priority Alignment.
Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From workforce housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level connection and support to achieve its long-term vision.

Fiscal Impact.
Travel and registration expenses for Councilors to attend additional conferences and trainings.

Staff Impact.
The Director of External Affairs has approximately 100 hours of time allotted to focus on Legislative Policy work with a third of those hours falling during the Legislative Session. The Town Manager allocates 50 hours to work on Legislative Policy. Preparing this staff report and related work took 1.5 hours.

Attachments or Links.
2026 Budget Session -Tentative Schedule

Suggested Motions.
Motion #1: I move to amend Town Council's travel, training, and meeting budget by $_________.

Motion #2: I move to approve registration and related travel expenses for Councilors to attend WAM's Winter Convention from February 11 to 13, 2025 in Cheyenne and the Legislative Session overall.

Motion #3: I move to have our Town's representative propose the list of ideas in this staff report (and/or additional topics proposed in this meeting) as potential Interim Topics.

2026 BUDGET SESSION- TENTATIVE SCHEDULE

(21-DAY SCHEDULE)

SCHEDULE SUBJECT TO CHANGE WITHOUT NOTICE

Day 1 Monday, February 9	Session convenes 10:00 a.m. with Joint Session
Day 3 Wednesday, February 11	Noon deadline for all bill drafts to be in final form at LSO
Day 4 Thursday, February 12	Budget Bill-Committee of the Whole
Day 5 Friday, February 13	Last day for bill introductions Budget Bill-Committee of the Whole, continued
Day 7 Tuesday, February 17	Budget Bill-Second Reading
Day 9 Thursday, February 19	Last day for bills to be reported out of Committee in House of Origin & Budget Bill-Third Reading
Day 10 Friday, February 20	Last day for Committee of the Whole in House of Origin
Day 11 Monday, February 23	Last day for 2nd Reading on bills in House of Origin
Day 12 Tuesday, February 24	Last day for 3rd Reading on bills in House of Origin **[CROSS-OVER]**
Day 16 Monday, March 2	Last day for bills to be reported out of Committee in second house
Day 17 Tuesday, March 3	Last day for Committee of the Whole in second house
Day 18 Wednesday, March 4	Last day for 2nd Reading on bills in second house
Day 19 Thursday, March 5	Last day for 3rd Reading on bills in second house Joint Conference Committee Reports/Potential Veto Overrides
Day 20 Friday, March 6	Joint Conference Committee Reports; All JCC Reports due to front desk by 2:00 p.m.; Potential veto overrides; Last day for bills to be sent to Governor for potential veto overrides
Day 21 Wednesday, March 11	Potential Veto Overrides; Adjourn by Midnight

* Two additional legislative days are available, if necessary

SCOPING STAFF REPORT

Meeting Date:	January 5, 2026	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Flock Safety Contract Review | Scoping Staff Report	**Public Comment:**	Yes

Purpose & Policy Considerations.
Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to negotiate to amend the current contract with Flock Safety.

Requested Action.
Please consider this item in tandem with Council's calendar and work plan to determine how much time, if any, staff should spend on working to amending the current contract with Flock Safety.

Recommendations.
Staff believe this initiative is a discrete task that can be incorporated into the current workload.

Background.
The Town of Jackson currently contracts with Flock for 28 cameras positioned around the Town. Concomitantly with the commencement of Flock cameras, the Town adopted a comprehensive policy to provide Police Department members with guidelines and principles for the access, use, dissemination, retention, and purging of license plate recognition query results to ensure that the query results are used for legitimate law enforcement purposes only and the privacy, civil rights, and civil liberties of individuals are not violated.

At its December 1, 2025 meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to work to amend the current contract with Flock Safety to strengthen/bolster existing contract provisions around privacy and security of data. Staff understand Council's request is to identify the impact on Council, the impact on staff, and the impact on the community of such an item. Staff are also including an estimate of the fiscal cost, if any, of the Council undertaking work to amend the current contract with Flock Safety so that Council can consider all the implications of moving forward with this initiative.

Staff estimates time to consider this initiative at Council meetings will be approximately 1-2 hours at one Council meeting, 25 hours of staff time, and a moderate amount of community engagement.

The table under staff impact identifies the projected amount of time this item will take for both staff and Council. In considering direction to staff on moving this initiative forward, staff requests Council consider the following points:

A. The impact on Council's priorities and workplan for the next two years.
B. The impact on staff and their ability to carve out time from their regular work tasks to work on this initiative.
C. The fact that the initiative will not come back before Council for at least 90 days (April 5, 2026).
D. The capacity of the community to fully engage on this initiative relative to other initiatives under discussion.

Analysis & Key Policy Questions.

Key Policy Question No. 1: Does Council agree with staff's understanding of the initiative being proposed?

Staff understands this initiative to consist of opening a discussion with Flock around provisions in the existing contract – e.g., contract amendments. This work involves staff:

- Reviewing the existing contract
- Conducting research
- Discussing/Negotiating updates to the current contract with Flock
- Drafting a contract amendment (if negotiations are successful)
- Participating in meetings
- Drafting comprehensive staff report(s)

Key Policy Question No. 2: Does this initiative have significant impact on staff's ability to manage their regular workload and Council's already scheduled priority initiatives?

No, this initiative will not have a significant impact on the staff's existing workload because it is anticipated to be, approximately, 25 hours from the Town Attorney, 5 hours from the Police Chief/Lieutenant, and 2 hours from the Town Manager.

However, the timing of this item noteworthy, specifically that the Town Council Retreat – which dictates workload, priorities, and new initiatives for 2026 – will occur between this Scoping Report presentation and the work that would be performed pursuant to it. If this contract amendment is approved via this Scoping Report, it will be prioritized for the first and second quarters of 2026.

Key Policy Question No. 3: Does the proposed initiative have an impact on Council's priorities and workplan?

At this time, this item will likely not have an impact staff's ability to execute Council's existing priorities. The impact of this initiative is focused at the staff level to discuss/negotiate a contract amendment with Flock, which is not anticipated to be more than 32 hours of staff time over the course of 90 days.

Key Policy Question No. 4: Does the proposed initiative necessitate significant community engagement?

This initiative does not necessitate public engagement. However, given the level of community interest in this issue, staff anticipate a moderate amount of voluntary community engagement.

Fiscal Impact.

There is no anticipated fiscal impact of moving forward with this initiative.

Staff Impact.

The following table identifies the projected amount of time this item will take for both staff and Council.

Party	Hours	Tasks
Town Attorney	25	Contract work, meetings, negotiation, project lead, reports
Town Manager	2	Review
Police Chief/Lieutenant	5	Participation in / review of contract
Council	2	Staff report review & Council meeting

Attachments or Links.
Town Council Calendar and Priority List.

Suggested Motion.
I move to direct the Town Manager to address amending the Flock contract at staff's next opportunity.

COUNCIL PRIORITY ITEMS CALENDAR | 2026			
JANUARY	**FEBRUARY**	**MARCH**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	
Water Conservation	Parking	Bear Conflict Zone Potential Expansion	
	Title 8: Health & Safety Update	LDR Updates Including 2:1 Bonus	
		Reimagining Special Events	
JM	**JM**	**JM**	
Comp Plan Scoping	Joint Powers Agreement Updates | START/Transportation	Joint Powers Agreement Updates | START/Transportation	
Joint Powers Agreement Updates | Parks & Rec			
APRIL	**MAY**	**JUNE**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	
Community Streets Plan (Transpo)	Legislature: WAM Update	Int'l Energy Conservation Building Code Update moved to TBD in '26 (based on ICC publishing date)	
Water Conservation	Town Facilities & Property Master Plan		
	Stormwater Utility		
JM	**JM**	**JM**	
Joint Powers Agreement Updates | START/Transportation	Joint Powers Agreement Updates | Housing & Planning	Joint Powers Agreement Updates | Housing & Planning	
COUNCIL WORK PLAN CALENDAR | 2026 (CONTINUED)			
JULY	**AUGUST**	**SEPTEMBER**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	
Community Streets Plan (Transpo)	Town Employee Housing Strategy	Title 13: Utilities Update	
Sustainability Plan Update	Pollinator Protection		
	Ecosystem Indicator Report		
JM	**JM**	**JM**	
Joint Powers Agreements Updates (Dipatch, Court, Animal Shelter & Victim Services)	Joint Powers Agreements Updates (Dipatch, Court, Animal Shelter & Victim Services)		
Transportation Impact Study & LDR Amendment			
OCTOBER	**NOVEMBER**	**DECEMBER**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	
	Title 12 Update	Drone As First Responder	
	Staff Benefit Package Review	Legislative Approach	
JM	**JM**	**JM**	
SHIFTS & CHANGES			
		STILL IN QUESTION?	
		County Water/Wastewater Service Level Connections & Policy moved from May to Oct. to TBD	
		SPECIAL MEETINGS ?	
		Additional Comp Plan Meetings	
		Long-term Strategic Vision/Plan Focused on Housing	
		Community Visioning Scoping/Check in	
		Create 21st Century Operating System	
REQUESTS W/ OUT SET MONTHS			
Pathways MOU Update (before July)?			
~~Equity Task Force Appointments (Special Mtg. or 2 in May)~~			
JPA Updates (Going Forward always add description of how/why Town is entering into these agreement)			
Support for Women's Reproductive Rights - PENDING			
Karns Conservation Easement Updates -March or April?			

SCOPING STAFF REPORT

Meeting Date:	January 5, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	PM25-012 George Washington Memorial Park Historic Preservation Nomination	Public Comment:	Yes

Purpose & Policy Considerations.
Based on a request from the Teton County Historic Preservation Board (TCHPB) to place George Washington Memorial Park's (GWMP), a.k.a. the "Town Square," on the Jackson Historic Register, the Town Council directed staff on November 3, 2025, to draft a scoping report about the overall process for following through with this request. Nominations to the Jackson Historic Register require the landowner's consent and the Town is the owner of GWMP. However, rather than proceed with a true scoping report, staff are presenting this item as a regular action item in order to include additional analysis and context to assist the Council in deciding whether or not to support the historic nomination of GWMP.

Requested Action.
To determine whether Council, acting as landowner for GWMP, wants to support the TCHPB's nomination of the park to the Jackson Historic Register.

Recommendations.
Staff have no recommendation on this item.

Background.
GWMP is zoned Park and Open Space (P) and addressed as 25 E Broadway Avenue. The property was added to the National Register of Historic Places ("National Register") on Friday, December 5, 2023 (Smithsonian No. 48TE1214). The property is not currently listed on the Jackson Historic Register which is separate and distinct from the National Register.

Via letter dated September 12, 2025, and public comment during Council's Regular Meeting on September 15, 2025, Michael Stern, acting as chair of the Teton County Historic Preservation Board (TCHPB), informed the Council of its interest in nominating GWMP to the Jackson Historic Register.

Such nominations require the landowner's consent—in this case, the Town's—before they can proceed. In response to the TCHPB's request, at its November 3, 2025, meeting, Council directed staff to draft a scoping report about the overall process and factors of consideration in the park's potential placement on the Jackson Historic Register. Because scoping reports typically do not include staff analysis of the issue in question, and because staff thought this issue required additional analysis and context, staff are presenting this item as a regular action item rather than as a typical scoping report.

Analysis & Key Policy Questions.
Key Question: Does Council want to proceed with supporting, as landowner, the TCHPB's nomination of GWMP to the Jackson Historic Register?

<u>General Considerations</u>
Should the GWMP be officially designated on the Jackson Historic Register, the Council may want to take the following into consideration. First, merely being designated on the Jackson Historic Register in no way limits the Town's ability to use GWMP for any permitted purpose under the P Zone District as it currently does (i.e., the Town would be free to add

or remove any use or structure regardless of the park's designation status). In addition, historic designation would have no impact on the use of the park for commercial and non-commercial solicitation, speech, performance, public gathering, and other activities that are compliant with the municipal code. The one area where historic designation might result in additional regulation would be the fact that future development in the park would need to comply with the Preservation Design Guidelines. This would not limit the amount or type of development in the park, but it could require architectural modifications and additional review process to maintain the historic integrity of structures.

Second, the primary reason most private landowners put their property on Jackson Historic Register is to take advantage of development incentives provided by the LDRs intended to encourage voluntary protection of historic resources. However, because GWMP is already zoned P, which imposes few development restrictions on development of public parks, flexibility or exemptions from LDR requirements are not really applicable to the Town's ownership or operation of the park. For example, a property zoned P has no predetermined setbacks or height limits, thus it has no need for flexibility from these standards offered by the historic designation.

<u>The National Register of Historic Places</u>
As mentioned above, the GWMP is currently listed on the National Register of Historic Places. The National Register is the official list of the Nation's historic places worthy of preservation. The National Register is largely honorary. The significant protections and restrictions on a historic property are primarily a result of a local historic designation. Under Federal Law, the listing of a property in the National Register places no restrictions on what a non-federal owner may do with their property up unless the property is involved in a project that receives Federal assistance, usually funding or licensing/permitting. The Town currently does not receive such federal funding for GWMP thus currently has no restrictions resulting from inclusion on the National Register.

Pursuant to LDR Sec. 5.9.2 (Establishment of Jackson Historic Register), all properties listed in the National Register are eligible for the Jackson Historic Register but are not designated until separate local approval is obtained. Similar to a structure on the National register, a Town Registered Historic Resources must meet the same three general designation criteria – age, historic significance, and integrity – that apply to a National Resource.

Fiscal Impact.
Staff have not identified any fiscal impact associated with the addition of GWMP to the Jackson Historic Register. Standard maintenance of the park, including the antler arches, is already addressed in current fiscal considerations.

Staff Impact.
The total estimated staff time for this project is 30 minutes of Planning Department Staff time to notify the TCHPB of Council's decision of support or objection to said nomination. Staff spent approximately 6 hours preparing this staff report and presentation.

Attachments or Links.
TCHPB Letter to Council dated September 12, 2025.

Suggested Motion.
I move to direct staff to notify the TCHPB of Council's support [objection] to the TCHPB's nomination of GWMP to the Jackson Historic Register.

TETON COUNTY WYOMING

September 12, 2025

To: Jackson Town Council

Re: George Washington Memorial Park historic nomination

Dear Mayor Jorgensen and members of the Town Council,

The George Washington Memorial Park – known more affectionately as the Town Square – is without a doubt, Jackon's most significant and identifiable public space. It has been the Town's center of identity, commerce, remembrance, and transportation for over 100 years, and is nearly unique in the State of Wyoming. No other town – to my knowledge – has such a centrally located public square that organizes the town; almost all other towns revolve around a more typical Main Street. The Park was added to the National Register of Historic Places in 2003, and as the attached nomination form demonstrates, it was associated from the very beginning of the Town of Jackson with the civic pride of local citizens whose names are now considered foundational to the history of our town: Van Vleck, Huff, Murie and others.

In recognition of that important history, the Teton County Historic Preservation Board voted at its August 2025 meeting to nominate the Park to the Jackson Historic Register and we have prepared a nomination form that is also attached to this letter. Addition to the Historic Register requires the authorization of the property owner, i.e. the Town Council. This letter is to respectfully request that authorization.

TCHPB's mission is to advocate for the protection and preservation of the historic resources of Teton County and we are gratified that there is increasing momentum towards that goal, as private property owners begin to take advantage of the incentives offered through additions to the Historic Register. While there are fewer publicly owned historic properties, the Town Square would certainly be at the top of that list. We hope you will join our board in furthering public awareness of historic preservation in our community by adding George Washington Memorial Park to the Jackson Historic Register.

Sincerely yours,

Michael A. Stern

Michael A. Stern, president
Teton County Historic Preservation Board

Attachments: GWMP submission.zip

STAFF REPORT

Meeting Date:	January 5, 2026	**Meeting Title:**	Town Council Regular Meeting
Submitting Department:	Planning Department	**Presenter:**	Tyler Valentine
Agenda Item:	Subdivision Plat for Teton Landing Townhomes Addition to the Town of Jackson (Item P25-204)	**Public Comment:**	Yes

Purpose & Policy Considerations.
A Subdivision Plat is required to divide land or airspace, including condominiums and townhouse subdivisions, and all subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations (LDRs).

Recommendations.
The Planning Director recommends **approval** of a Subdivision Plat for the Teton Landing Townhomes Addition to the Town of Jackson for Lots 8, 10, & 12, subject to the LDRs, the department reviews attached hereto, and the following condition(s) of approval:

1. Prior to recording the Subdivision Plat, the applicant shall pay the Park and School Exaction fees in the total amount of $14,325.00.

Project Location.
The properties are addressed as 725 & 735 Farah Lane (Lot 8), 755 & 765 Farah Lane (Lot 10), and 785 & 795 Farah Lane (Lot 12). An aerial photo and zoning map are shown below:

Background.
The subject properties are located within the NM-1 zoning district. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), and to the east, west and south are NM-1. The eastern-most lot is bisected by Nelson Drive and just further east is the Town limits abutting Bridger Teton National Forest.

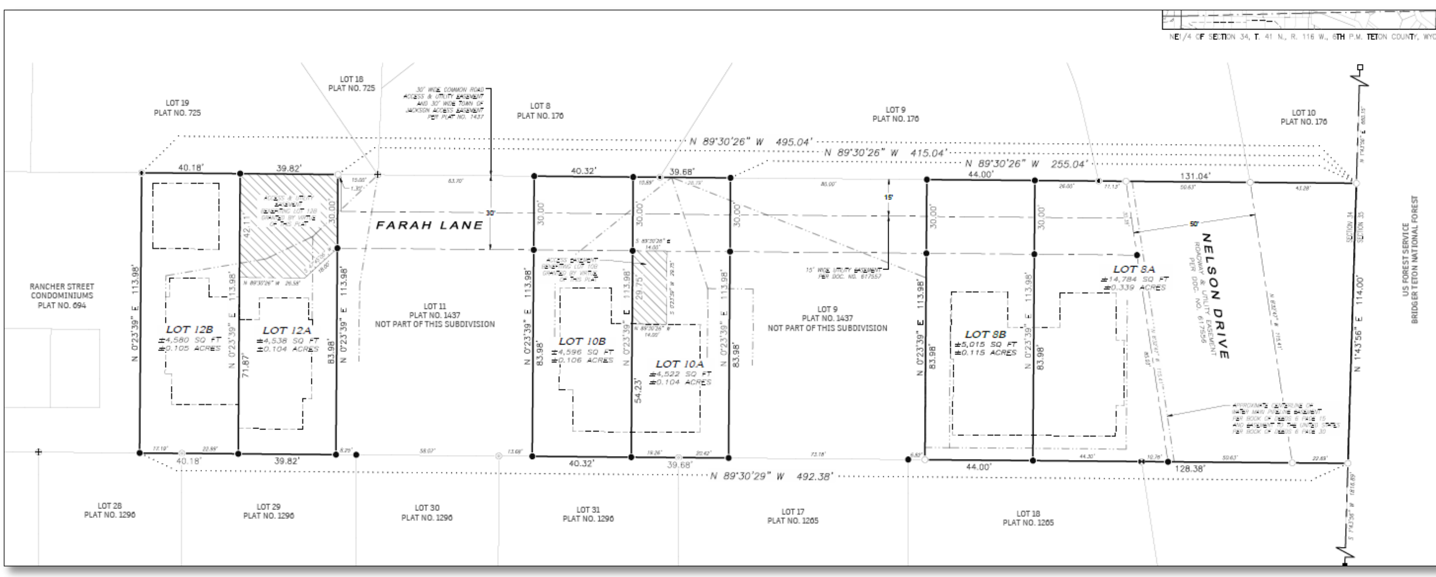
On September 4, 2019, the Town Council approved a Development Plan (P19-152) for a seven-lot subdivision, and on October 19, 2020, the Town Council approved a Subdivision Plat (P20-140) formalizing the seven-lot subdivision.

On August 2, 2021, the Town Council approved a Development Plan Amendment (P21-114) to reduce the overall number of lots from seven to five, and on December 20, 2021, the Town Council approved a Subdivision Plat (P21-263) formalizing the five-lot subdivision.

Building permits for all five lots were issued in 2023, and construction is nearing completion. Lots 8, 10, and 12 contain side-by-side duplexes, resulting in two addresses per lot.

Project Description.
The applicant proposes to subdivide three existing lots—Lots 8, 10, and 12—into two lots each, resulting in six lots ranging in size from 4,522 square feet to 14,784 square feet. Each subdivision would be created by establishing a new internal property line along the shared wall of the side-by-side duplexes. Because a Homeowners' Association (HOA) was established with the original five-lot subdivision, the restrictive covenants will be amended as part of this request. Access to all lots will continue to be provided directly from Farah Lane, a private road.

Below is the proposed Subdivision Plat for the six new townhome lots:



Analysis.
Staff finds that, as conditioned, the proposed subdivision plat is consistent with all prior approvals, and each resulting lot meets the 3,750-square-foot minimum lot size required in the NM-1 zoning district. The proposal complies with the LDRs.

Each of the three existing lots carries one unit of Park and School Exactions credit, which was satisfied at the time of the original five-lot subdivision in 2021. Accordingly, exactions are required only for the three newly created lots and they total: $8,325 for Park Exactions, and $6,000 for School Exactions (based on two two-bedroom units and one four-bedroom unit).

In accordance with the LDRs, the plat must be recorded within 60 days of approval. Consistent with the original Subdivision Improvement Agreement, all utilities and road maintenance will remain private and are not the responsibility of the Town.

Comprehensive Plan & Priority Alignment.
Pursuant to Section 8.5.3.C (Subdivision Plat) of the LDRs, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan or Condo/Townhome plat.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development.*

   Complies. As conditioned, staff finds the proposed subdivision plat complies with the above finding because the plat is a townhome plat of existing development.

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

   Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information, and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

   Complies. The proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve the newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

   Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.
Park Exactions - $8,325
School Exactions - $6,000

Staff Impact.
The amount of staff time to review, research, and write this report, including future work to send final letters and obtain signatures for the plat, is approximately 20 hours.

Attachments or Links.
Department Reviews
Applicant Submittal

Suggested Motion.
I move to **approve** Subdivision Plat P25-204 for the Teton Landing Townhomes Addition to the Town of Jackson for Lots 8, 10, & 12, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated January 5, 2026.

G|L|S

GEITTMANNLARSONSWIFTLLP
JACKSON HOLE, WYOMING
ATTORNEYS & COUNSELORS AT LAW

David K. Larson, *Partner*
Phelps H. Swift, Jr., *Partner*
Clay D. Geittmann, *Partner*
Sara E. Van Genderen, *Partner*
Matthew E. Turner, *Partner*

155 EAST PEARL AVENUE, SUITE 100
PO BOX 1226
JACKSON, WY 83001

Julie A. O'Halloran, *Partner*
Annie Kent Droppert, *Partner*
John W. Graham, *Partner*
Melissa J. Lin, *Associate*
Kathy S. Zelazny, *Of Counsel*

P: 307.733.3923 F: 307.733.3947 GLSLLP.COM

October 24, 2025

Town of Jackson Planning Department
150 E Pearl Avenue
Jackson, WY 83001
planning@jacksonwy.gov
(Via Email Only)

Re: Teton Landing Townhome Subdivision Application

Dear Planning Department,

On behalf of Continental Divide Holdings, LLC, the current owner of all five lots in the Teton Landing Addition to the Town of Jackson, Plat No. 1437, we are submitting an application for subdivision of three built duplexes, on three of the five lots in the Teton Landing Addition, into six townhomes, each on a lot of over .1 acres with the shared wall on the boundary between each lot.

This submittal includes:

- The Town of Jackson Application;
- Application fee of $1,000 – hand delivered;
- A Warranty Deed showing ownership;
- Letter of Authorization assigning Geittmann, Larson, Swift LLP as agent;
- Notice of Intent to Subdivide published October 1, 2025 and October 8, 2025;
- Draft of Revised Declaration of Covenants, Conditions, and Restrictions for Teton Landing;
- Draft Subdivision Plat; and
- Draft Shared Maintenance Agreements for Teton Landing Townhomes.

Per prior correspondence with Town of Jackson officials, all three units proposed to be subdivided into Townhomes are included on a single plat. The Revised CC&Rs will continue to govern all lots in the Teton Landing Subdivision, with the Shared Maintenance Agreement governing maintenance for each pair of townhome lots. Please let me know if there are any questions, or if any additional information is required.

Sincerely,
Geittmann Larson Swift LLP

John Graham

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid______________ Date & Time Received ______________

Application #s ______________ ______________ ______________

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

PROJECT.

Name/Description: Townhome Subdivision Plat of Lots 8, 10, and 12 of Teton Landing

Physical Address: None assigned

Lot, Subdivision: Lots 8, 10, and 12 of Teton Landing, Plat Number 1437 PIDN: 22-41-16-34-1-AZ-001; AZ-003; AZ-005

PROPERTY OWNER.

Name: Continental Divide Holdings, LLC Phone: 415-297-9277

Mailing Address: PO Box 1114, Jackson, WY ZIP: 83001

E-mail: john@stricklin.com

APPLICANT/AGENT.

Name: John Graham, Geittmann Larson Swift LLP Phone: 307-733-3923

Mailing Address: PO Box 1226 Jackson, WY ZIP: 83001

E-mail: jwg@glsllp.com

DESIGNATED PRIMARY CONTACT.

_______Property Owner ___X___Applicant/Agent

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

Use Permit

_______Basic Use

_______Conditional Use

_______Special Use

Relief from the LDRs

_______Administrative Adjustment

_______Variance

_______Beneficial Use Determination

_______Appeal of an Admin. Decision

Physical Development

_______Sketch Plan

_______Development Plan

_______Design Review

Subdivision/Development Option

___X___ Subdivision Plat

_______Boundary Adjustment (replat)

_______Boundary Adjustment (no plat)

_______Development Option Plan

Interpretations

_______Formal Interpretation

_______Zoning Compliance Verification

Amendments to the LDRs

_______LDR Text Amendment

_______Map Amendment

Miscellaneous

_______**Other:**_______________

_______ Environmental Analysis

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

Pre-application Conference #: N/A

Environmental Analysis #: N/A

Original Permit #: N/A

Date of Neighborhood Meeting: N/A

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

Have you attached the following?

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

_______ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

9/26/25
Date

John Graham
Name Printed

Agent
Title

Geittmann Larson Swift LLP
155 E Pearl Ave Ste 100
Jackson, Wyoming 83001-8599

GRANTOR: ALTA JACKSON LLC
GRANTEE: CONTINENTAL DIVIDE HOLDINGS LLC
Doc 1035529 Filed At 10:58 ON 03/31/22
Maureen Murphy Teton County Clerk fees: 12.00
By Vicki Carpenter Deputy Clerk

Warranty Deed

Know all persons by these presents that Alta Jackson LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 1114, Jackson, Wyoming 83001 (the "Grantor"), for ten dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey and warrant an undivided twenty-nine point six-six percent (29.66%) interest as tenant in common, in and to the following described real property located in Teton County, Wyoming, unto Continental Divide Holdings LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 1114, Jackson, Wyoming 83001 (the "Grantee"). The real property which is the subject of this Warranty Deed is located in Teton County, Wyoming, and more particularly described as follows:

> Lots 8, 9, 10, 11 and 12 of Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 28, 2022, as Plat Number 1437.
>
> PIDNs: Lot 8 = 22-41-16-34-1-AZ-001; Lot 9 = 22-41-16-34-1-AZ-002; Lot 10 = 22-41-16-34-1-AZ-003; Lot 11 = 22-41-16-34-1-AZ-004; & Lot 12 = 22-41-16-34-1-AZ-005.
>
> Together with and including all improvements thereof and all appurtenances and hereditaments thereunto belonging; but subject to all covenants, conditions, restrictions, easements, reservations, right, and rights-of-way of sight and/or record, and further subject to discrepancies, conflicts on boundary lines, shortage of area, encroachments and any facts which a correct survey and inspections of the premises would disclose and which are not shown on the public record, and further subject to zoning laws and restrictions.

Furthermore, know all persons by these presents that the Grantor does hereby waive and release any and all rights that the Grantors may have in the aforementioned real property by virtue of or arising under the homestead laws of the State of Wyoming.

Dated March 28, 2022.

Alta Jackson LLC,
A Wyoming limited liability company
By: Daniel Janney, Its Manager

STATE OF ~~WYOMING~~ California }
} ss.
~~TETON~~ Marin COUNTY }

I HEREBY CERTIFY that on this March 28th, 2022, before me, the subscriber, a Notary Public in and for ~~Teton~~ Marin County, ~~Wyoming~~ California, personally appeared Daniel Janney, as the Manager of Alta Jackson LLC, A Wyoming limited liability company, the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by him as the Grantor for the purposes therein contained.

WITNESS my hand and notarial seal.

(SEAL)

TIMOTHY PATRICK SOLOMON
Notary Public - California
Marin County
Commission # 2348154
My Comm. Expires Mar 19, 2025

Timothy Patrick Solomon
Notary Public for the State of ~~Wyoming~~ California
My Commission Expires: 3-19-2025

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: September 30, 2025

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : John Stricklin

Being duly sworn, deposes and says that Continental Divide Holdings, LLC is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: Physical address unassigned

Legal Description: Lots 8, 10, and 12 of Teton Landing, Plat Number 1437

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: ______

Mailing address of Applicant/Authorized Representative: John Graham, Geittmann Larson Swift LLP

Email address of Applicant/Authorized Representative: jwg@glsllp.com

Phone Number of Applicant/Authorized Representative: 307-733-3923

Is authorized to act as property owner's representative and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Other (describe)______

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

______
Property Owner Signature

PRESIDENT / MEMBER
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

MIA DISCIPIO
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 169777
MY COMMISSION EXPIRES: 04/09/2030

The foregoing instrument was acknowledged before me by John Stricklin this 30th day of September 2025 WITNESS my hand and official seal.

______
Notary Public

My commission expires: 4/9/2030

Jackson Hole News&Guide

PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on October 1, 2025

Kevin Olson

Subscribed in my presence and sworn to before me this 9 Day of October, 2025.

KAREN BRENNAN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165197
MY COMMISSION EXPIRES: MARCH 19, 2031

Karen Brennan
NOTARY PUBLIC

Fee for publication $ 96.00 Charge to the following:

Account No: 13684 Name: Geittmann Larson Swift LLP

Address: PO Box 1226 Jackson, WY 83001

Notice is hereby given that, in accordance with §18-5-306, Continental Divide Holdings, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 6 lots. The project is located on approximately .873 acres comprised of current lots 8, 10, and 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 with the Teton County Clerk's Office. The parcel identification numbers for the three parcels that will comprise the subdivision are 22-41-16-34-1-AZ-001, 22-41-16-34-1-AZ-003, and 22-41-16-34-1-AZ-005. The name of the proposed subdivision is Teton Landing Townhome Addition to the Town of Jackson.

Publish: 10/01, 10/08/25

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR TETON LANDING

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "***Declaration***") is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the "***Declarant***"), for the Teton Landing Addition to the Town of Jackson Second Filing, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024 as Plat No. 1437 ("***Teton Landing Second Filing***") and the Teton Landing Townhome Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on _______ as Plat No. ___________ ("***Teton Landing Townhome Addition***").

As of the date of filing of these CC&Rs, Declarant is the owner of lots 9 and 11 in Teton Landing Second Filing and lots 13, 14, 15, 16, 17, and 18 of the Teton Landing Townhome Addition, which replace vacated lots 8, 10, and 12 of the Teton Landing Second Filing. Lots 9 and 11 in Teton Landing Second Filing and lots 13, 14, 15, 16, 17, and 18 of the Teton Landing Townhome Addition shall be referred to, collectively, as "***Teton Landing***." Pursuant to the Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Second Filing, recorded on February 28, 2022 in the office of the Teton County Clerk as document number 1033673 (the "***Prior Declaration***"), the Prior Declaration may be amended, including a restatement in entirety, by a vote of 3 of the 5 owners of the lots of record in Teton Landing Second Filing.

The Declarant, as owner of Lots 9 and 11 of Teton Landing Second Filing, and lots 13, 14, 15, 16, 17, and 18 of the Teton Landing Townhome Addition, which encompass vacated lots 8, 10, and 12 of the Teton Landing Second Filing, and in compliance with the terms for amendment of the Prior Declaration, hereby vacates the Prior Declaration in its entirety, and adopts this Declaration as a complete amendment and restatement of the Covenants, Conditions, and Restrictions governing Teton Landing. All property in Teton Landing shall be held, sold, and conveyed subject to this Declaration, which is for the purpose of protecting the value and desirability of Teton Landing, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "***Association***." The Teton Landing Homeowners Association, a Wyoming unincorporated association, its successors and assigns, shall be charged with enforcing this Declaration. The "***Bylaws***" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

Section 2. "***Common Road***." The 30-foot easement along the northern boundary of the Property, which provides access to the Lots, and as more particularly depicted on the Plat, and shall serve as the Common Road. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot. The Association shall be responsible for the maintenance, repair and plowing of the Common Road, and these expenses shall be considered Common Expenses. The Common Road shall be a private road at all times.

Section 3. "***Common Expenses***." The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Section 4. "***Community-Wide Standard***." The standard of conduct, maintenance, or other activity, generally prevailing throughout the Property.

Section 5. "***Declarant***." Continental Divide Holdings, LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights assigned to the Declarant by this document.

Section 7. "***Design Guidelines***." The architectural, design and construction guidelines and review procedures adopted by the Association, as they may be amended.

Section 8. "***Governing Documents***." A collective term referring to this Declaration, the Bylaws, and the Design Guidelines, as they may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Section 9. "***Lot***." Any lot in Teton Landing, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024, as Plat No. 1437, and not vacated by the Teton Landing Townhome Addition, and any lot in the Teton Landing Townhome Addition according to that plat recorded in the office of the Teton County Clerk _______ as Plat No. ______. This Declaration expressly creates equal voting rights for each platted lot.

a) "***Single-Family Lot***." Any of the lots of record in the Teton Landing Second Filing, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024, as Plat No. 1437.

b) "***Townhome Lot***." Any of the lots in Teton Landing according to that plat recorded in the office of the Teton County Clerk _________ as Plat No. _____.

Section 10. "***Member***." A Person subject to membership in the Association pursuant to this Declaration. All Persons holding title shall be considered individually, separate Members of the Association and Members under this Declaration.

Section 11. "***Owner***." The record title holder of any Lot, excluding, in all cases, any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Declaration, including, without limitation, voting rights in the Association, as a single entity.

Section 12. "***Person***." A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 13. "***Property***." Teton Landing Addition to the Town of Jackson Second Filing, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024 as Plat No. 1437, inclusive of those lots vacated and replated by the Teton Landing Townhome Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on _______ as Plat No. ___________.

ARTICLE II – INFRASTRUCTURE AND MAINTENANCE

Section 1. "***Common Road Easement***." All Owners and their guests, licensees, invitees and tenants shall have an easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Declarant reserves for itself, the Association, and its assigns an easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities and any necessary above-ground appurtenances required by utility providers. The Common Road shall remain a private road at all times. Motor vehicles are prohibited from parking on the Common Road, except as specifically allowed in writing by the Association for maintenance of the Common Road or the Lots.

Section 2. "***Utilities; Easements***." Declarant hereby reserves an easement over, under, and through the Common Road to itself and the Association for the installation and maintenance of power, sewer, water, telephone, TV cable, and other utilities. With regard to sewer and water lines within the Subdivision, Declarant hereby reserves to itself and the Association an easement over, under, and through each Lot for the purpose of installing, constructing, repairing, and maintaining sewer and water lines from the sewer and water mains to the point of entry into a structure on each Lot. All utilities shall be installed underground with only such above-ground appurtenances as may be required by utility service providers.

Section 3. "***Maintenance***". Each Lot and all improvements thereon shall be maintained in a clean, safe, sanitary, and sightly condition. Refuse, garbage, and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot. Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements which are its responsibility under these covenants then, following 30 days' notice from Association, the Association or its designee may enter the Lot and may perform such maintenance or repairs, and the Owner shall be liable to the Association for the full cost of such entry, maintenance, and repair.

ARTICLE III – AUTHORIZED USES AND RESTRICTIONS

Section 1. "***Authorized Uses***." Authorized uses are Lot-specific and as follows:

(a) Lots 9 and 11 shall be used exclusively for freestanding and unattached single-family homes. Lots 9 and 11 may have Accessory Dwelling Units, as defined by the Town of Jackson Land Development Regulations, provided those Accessory Dwelling Units comply with all physical development restrictions for Accessory Dwelling Units in the Town of Jackson Land Development Regulations. In no case, however, shall Accessory Dwelling Units be used as permanent residence or rented for any monetary consideration. Instead, all use of Accessory Dwelling Units shall be for transient, non-paying guests of the Owner.

(b) Lots 13, 14, 15, 16, 17, and 18 shall be used for attached townhomes spanning two Lots. These Covenants, as well as a separate Shared Maintenance Agreement specific to each townhome, govern these attached townhomes.

Section 2. "***Use Restrictions***."

(a) "***Prohibited Uses***." No commercial, industrial, or other non-residential use shall be permitted on any Lot including, without limitation, operation of any home business or operation of any form of accommodation for paying guests at any residence. This limitation shall not prevent any Owner from working from a home office, provided the business or entity they are working on behalf of has a physical location outside of the Owner's residence and the Owner does not hold out the residence as a place of business, hold business meetings in-person at the residence, or use the residence for commercial shipping or commercial deliveries.

(b) "***Noxious or Offensive Activities***." No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of a Lot.

(c) "***Pets***." No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. "Invisible fencing" shall be permitted on any Lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. "***Recreational Use Prohibited***." No recreational vehicles including, without limitation, snowmobiles, and ATVs shall be operated on any Lot for recreational purposes.

(d) "***Recreational Vehicle and Heavy Equipment Storage***." Recreational vehicles and heavy equipment including, without limitation, boats, tractors, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times or stored off-site, except when in active use or when actively being transported.

(e) "***Temporary Structures***." No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction.

(f) "***Firearms/Fireworks***." The discharge of rifles, pistols, and fireworks is prohibited on the Property.

ARTICLE IV – ASSESSMENTS

Section 1. "***Purpose of Base Assessments***." Base Assessments shall be used exclusively for the improvement, maintenance, repair, and replacement of the Common Road, Common Utilities, shared landscaping, or other projects approved by the Association.

Section 2. "***Special Assessments***." Declarant or the Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. "***Uniform Rate of Assessment***." Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis. This includes a requirement for a single rate of assessment for both any future Townhome Lots and Single-Family Lots, despite the discrepancy in lot size. This limitation does not apply where damages to any Association-maintained element on the Property are caused by the willful act or negligence of a single Member or their invitees.

Section 5. "***Creation of the Lien and Personal Obligation of Assessments***." Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to the Association,: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "***Assessments***"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("***Costs***") shall be a charge on each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

ARTICLE V – ASSOCIATION

Section 1. "***Association***." All Owners shall be Members of the Association, with each title holder having a separate membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot, including Single-Family Lots and Townhome Lots, are entitled to one vote on all matters requiring a Member vote, regardless of the number of Owners of a Lot and each Lot shall continue to be entitled to one vote even if multiple Lots are owned by a single Owner. In the event multiple Owners of a Lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in this Declaration, the Association's Articles of Incorporation, and any valid and duly executed supplemental documents the Association adopts.

Section 2. "***Meetings***." The Association shall call and conduct an annual meeting of all Owners at which time the Members, by vote of a majority of Lots, shall approve an annual budget, any and all contracts necessary for maintenance, and any assessments needed to fulfill these obligations. The Association may, further, vote to levy Special Assessments by vote of 60% of Lots. The Association shall set an annual meeting through unanimous written consent of all members. The Association may delegate setting and noticing an annual meeting, preparation of an annual budget, and setting an agenda for an annual meeting to any subset of Members or a third-party property management company by majority vote of lots.

ARTICLE VI – GENERAL PROVISIONS

Section 1. "***Violations-Enforcement-Costs***". The Association or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney fees.

Section 2. "***Joint and Several Liability***." In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. "***Severability***." Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. "***Headings***." Headings are for convenience and informational purposes only.

Section 5. "***Amendment***." This Declaration may be amended by 60% of then current Lot Owners. Any amendment to this Declaration, or any subsequent supplements or amendments thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 6. "***Binding Effect***." This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. "***Duration***." All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant, effective on recordation hereof with the Clerk of Teton County, Wyoming.

CONTINENTAL DIVIDE HOLDINGS

Dated: ________________________ ________________________________

By: John Stricklin
Continental Divide Holdings' Manager

STATE OF WYOMING)
) ss
County of Teton)

On this _____ day of _________________, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____

NOTARY PUBLIC FOR WYOMING

My Commission Expires:______________________

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS VIA A PRIVATE DISTRIBUTION SYSTEM. NO PUBLIC MAINTENANCE OF THE PRIVATE DISTRIBUTION SYSTEM WITHIN THIS SUBDIVISION.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS VIA PRIVATE COLLECTION MAINS AND SERVICES. NO PUBLIC MAINTENANCE OF THE PRIVATE SEWAGE COLLECTION MAINS AND SERVICES WITHIN THIS SUBDIVISION.

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON'S NELSON DRIVE VIA A PRIVATE ROAD. NO PUBLIC MAINTENANCE OF PRIVATE ROAD OR PARKING AREAS WITHIN THIS SUBDIVISION.

FIRE SPRINKLERS ARE REQUIRED IN ALL HABITABLE STRUCTURES WITHIN THIS SUBDIVISION.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

SELLER DOES NOT WARRANT TO THE PURCHASER THAT THEY HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THIS SUBDIVISION.

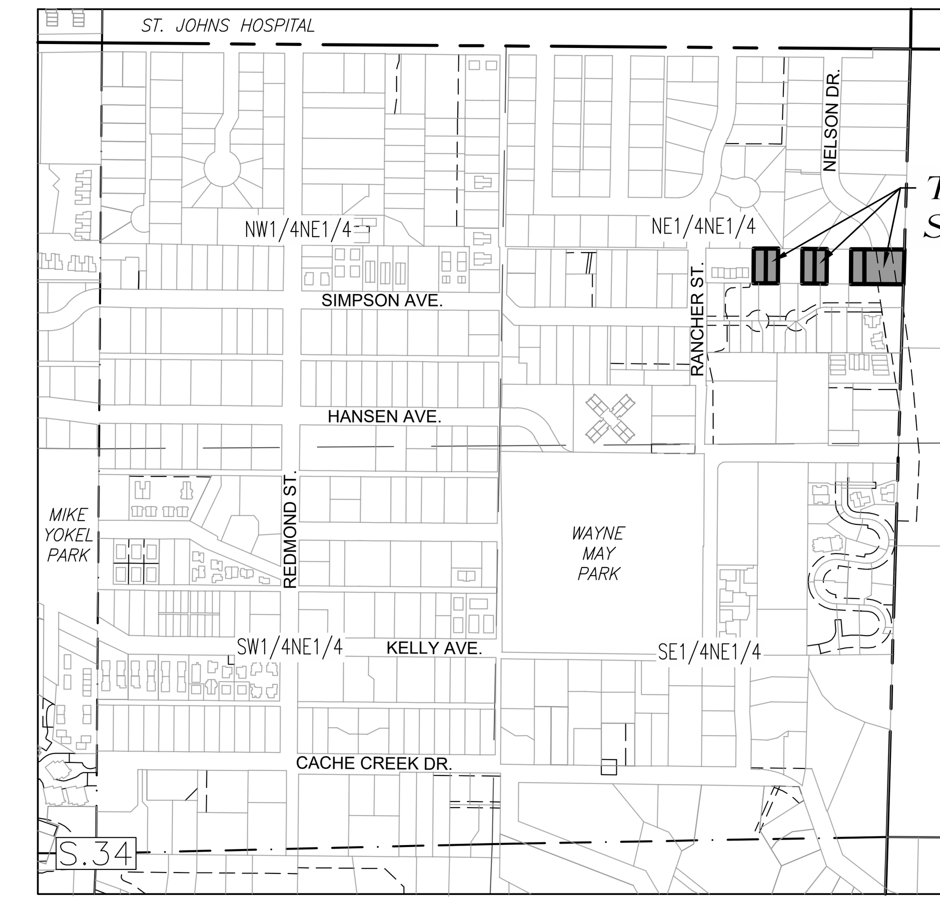
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

NO FAULTS EXIST WITHIN THIS SUBDIVISION PER 2019 MAP PRODUCED BY THE WYOMING STATE GEOLOGICAL SURVEY.

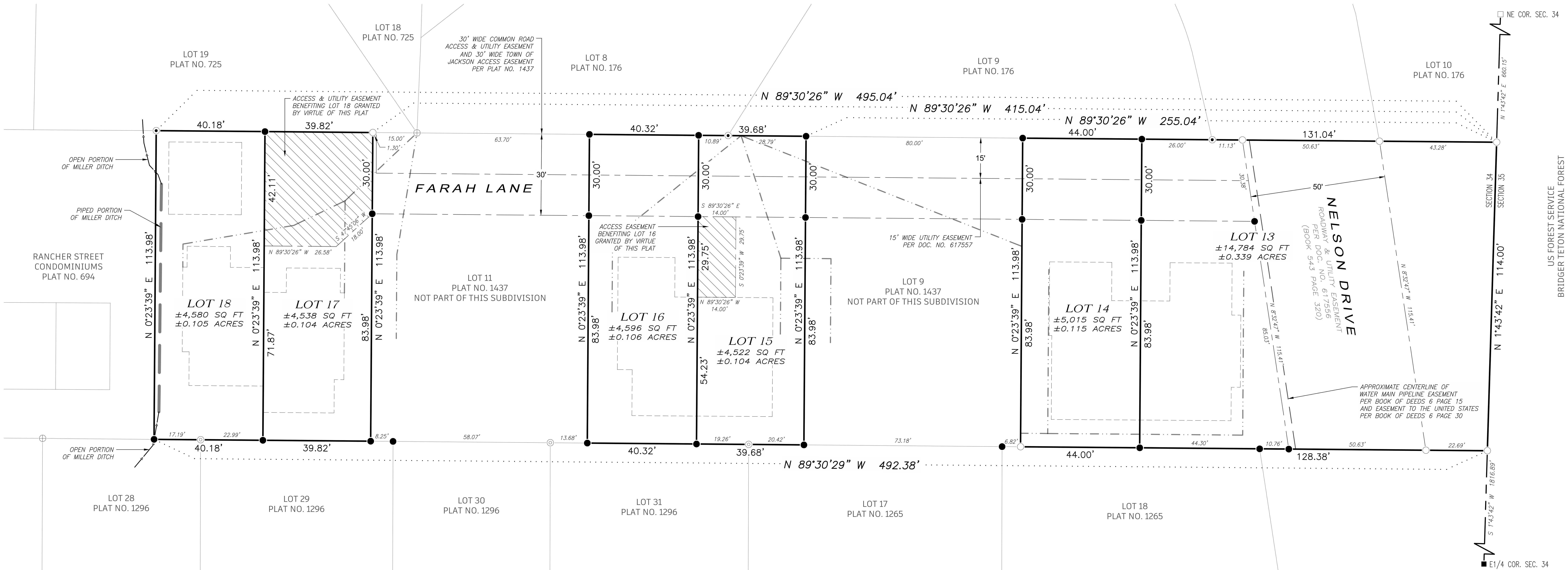
THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

VICINITY MAP

SCALE: 1" = 500'



NE1/4 OF SECTION 34, T. 41 N., R. 116 W., 6TH P.M. TETON COUNTY, WYOMING



OWNER

CONTINENTAL DIVIDE HOLDINGS LLC
PO BOX 1114
JACKSON, WYOMING 83001

SURVEYOR

ENCLOSURE SURVEYING
PO BOX 4552
JACKSON, WYOMING 83001
PHONE: 307-222-4336

ENGINEER

SUMMIT CONSULTING GROUP
PO BOX 6482
JACKSON, WYOMING 83002
PHONE: 307-413-4399

SUBDIVISION

NUMBER OF LOTS: 6
TOTAL PROJECT ACREAGE: 0.87 ACRES

DRAFTING

PREPARATION DATE: FEBRUARY 11, 2025
FINAL REVISION DATE: DECEMBER 15, 2025

LEGEND

- 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 10052" found this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PE & LS 578" found this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 4270" found this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap with illegible markings found this survey
- 5/8-inch diameter rebar found this survey
- 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with appropriate details found this survey per Wyoming Corner Record on file in Office of Teton County Clerk
- 2.5-inch diameter metal pipe with 3.25-inch diameter BLM brass cap inscribed with appropriate details found this survey per Wyoming Corner Record on file in Office of Teton County Clerk

LEGEND

- Townhome Lot Boundary
- Adjoining Property Boundary
- Record Easement Line
- Record Easement Centerline
- Easement Centerline (created by separate instrument)
- Easement Area
- PLSS Section Line
- Townhome Building Footprint
- Culvert
- S 89°30'26" E 495.04' — Major Bearing and Distance
- N 0°23'39" E 113.98' — Minor Bearing and Distance
- N 0°23'39" E 29.75' — Tertiary Bearing and Distance

GRID NORTH

ENCLOSURE SURVEYING
(307) 222-4336
enclosuresurveying.com

20' 0 20' 40' 60'
1" = 20' GRAPHIC SCALE = FEET

FINAL PLAT
TETON LANDING TOWNHOMES
ADDITION TO THE TOWN OF JACKSON
Prepared for
CONTINENTAL DIVIDE HOLDINGS LLC
Being identical to
LOTS 8, 10, & 12 OF TETON LANDING ADDITION TO THE TOWN OF JACKSON, PLAT NO. 1437
Located within
NE1/4NE1/4 of Section 34
T. 41 N., R. 116 W., 6TH P.M.
Teton County, Wyoming

Sheet 1 of 2

ENC\2023\23033-Teton Landing\Survey\ACAD\23033_250210_PLAT.dwg

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton))) ss
Town of Jackson)

The foregoing TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Jackson Town Council held this _______ day of __________________, 20___, in accordance with Section 15-1-415, Wyoming Statutes, as amended, and the relevant Town of Jackson Land Development Regulations.

TOWN OF JACKSON, WYOMING by:

____
Arne Jorgensen
Mayor

____
Riley Hovorka
Town Clerk

____
Paul Anthony
Town Planning Director

____
Brian Lenz
Town Engineer

ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me by Arne Jorgensen (Town of Jackson Mayor)

on this ______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian Lenz (Town Engineer)

on this ______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony (Town Planning Director)

on this ______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Hovorka (Town Clerk)

on this ______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public
My commission expires:

CERTIFICATE OF ENGINEER

State of Wyoming)
)) ss
County of Teton)

I, Randolf R. Schrauder, hereby certify that the water distribution facilities, sewer collection facilities, and storm water collection and treatment systems designed for the foregoing subdivision are adequate and safe, and meet all Federal, State, and Town of Jackson requirements, provided said facilities are built as designed, and operated and maintained correctly.

____
Randolf R. Schrauder
Wyoming PE License No. 9554

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Randolf R. Schrauder on this _______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public
My commission expires:

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton))) ss
Town of Jackson)

The undersigned hereby certifies that the foregoing subdivision of Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 in the Office of the Clerk of Teton County, Wyoming, and described more particularly hereon under the certificate of surveyor is with their free consent and in accordance with their desires;

that the name of this subdivision shall be the TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that access to this subdivision is from Farah Lane, a private road connecting to Nelson Drive;

that this subdivision is subject to the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR TETON LANDING recorded concurrently with this plat;

that this subdivision is subject to the Subdivision Improvements Agreement for the TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON recorded concurrently with this plat;

that this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision recorded as Doc. No. 1008116 in Said Office;

that this subdivision is subject to that Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision recorded as Doc. No. 1033673 in Said Office;

that this subdivision is subject to that Subdivision Improvements Agreement recorded as Doc. No. 1008115 in Said Office;

that this subdivision is subject to that Amended Subdivision Improvements Agreement recorded as Doc. No. 1033671 in Said Office;

that Lots 13, 14, 15, & 16, of this subdivision are subject to that 15' wide sewer easement benefiting the Town of Jackson as described in Doc. No. 617557 recorded in said Office;

that Lots 13, 14, 15, & 16, of this subdivision are subject to that 30' wide common road access and utility easement and Town of Jackson Access Easement per Plat No. 1437 recorded in said Office;

that Lot 13 of this subdivision is subject to that water main pipeline easement described in Book of Deeds 6 page 15 recorded in said Office;

that Lot 13 of this subdivision is subject to that easement to the United States described in Book of Deeds 6 Page 30, recorded in said Office;

that Lot 13 of this subdivision is subject to that roadway and utility easement to the Town of Jackson described in Document No. 617556, recorded in said Office;

that Lot 15 of this subdivision is subject to that access easement benefiting Lot 16 as shown hereon and granted by virtue of this plat;

that Lot 17 of this subdivision is subject to that access and utility easement benefiting Lot 18 as shown hereon and granted by virtue of this plat;

that Lot 18 of this subdivision is subject to any easement or setbacks appurtenant to the Miller Ditch;

that the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, and are hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary, in, under, over, upon, and across the foregoing subdivision, including but not limited to, grading, landscaping, and instillation of utilities, infrastructure, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that access across all roads, driveways, and parking areas located within this subdivision is hereby granted to emergency vehicles including police vehicles, ambulances, and fire department vehicles;

that access to all sewer and water infrastructure within this subdivision, including pipelines, valves, meters, cleanouts, and manholes is hereby granted to the Town of Jackson by virtue of this plat;

that the undersigned owner does not warrant to any purchaser of a lot within this subdivision that they shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming Law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the banks of the stream or river;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that this subdivision may be encumbered by or benefit from easements, rights-of-way, covenants, conditions, restrictions, and reservations of sight or record not limited to those shown hereon;

that Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded in said Office as Plat No. 1437 are hereby vacated, being reconfigured as the TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that in accordance with Section 34-12-110, Wyoming Statutes, as amended, the Teton County Clerk is kindly requested to write "vacated" across Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded in said Office as Plat No. 1437.

OWNER SIGNATURE BY SEPARATE AFFIDAVIT

CONTINENTAL DIVIDE HOLDINGS LLC, a Wyoming Limited Liability Company

BY: John Stricklin, Manager

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Bank of Jackson Hole, by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF SURVEYOR

State of Wyoming)
)) ss
County of Teton)

I, Mark Fellermann, a professional land surveyor of Jackson, Wyoming, hereby certify to the best of my knowledge and belief that this plat was prepared from the notes and data of a survey conducted by me or under my direct supervision, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the final plat of the TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON, identical to Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 in said Office, and located within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as follows;

LOTS 13 & 14 EXTERIOR BOUNDARY:
BEGINNING at a point on the east line of said Section 34, said point being marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with other appropriate details;
THENCE S 1°43'42" W, 114.00 feet, continuing along said east line to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052";
THENCE N 89°30'29" W, 172.38 feet, departing said east line to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052";
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE S 89°30'26" E, 175.04 feet, to the POINT OF BEGINNING;

LOTS 15 & 16 EXTERIOR BOUNDARY:
COMMENCING at a point on the east line of said Section 34, said point being marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with other appropriate details;
THENCE N 89°30'26" W, 255.04 feet, departing said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey, said point being the POINT OF BEGINNING;
THENCE S 0°23'39" W, 113.98 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE N 89°30'29" W, 80.00 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE S 89°30'26" E, 80.00 feet, to the POINT OF BEGINNING;

LOTS 17 & 18 EXTERIOR BOUNDARY:
COMMENCING at a point on the east line of said Section 34, said point being marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with other appropriate details;
THENCE N 89°30'26" W, 415.04 feet, departing said east line to a point marked by a 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 10052", said point being the POINT OF BEGINNING;
THENCE S 0°23'39" W, 113.98 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE N 89°30'29" W, 80.00 feet, to a point marked by a 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey;
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PE & LS 578";
THENCE S 89°30'26" E, 80.00 feet, to the POINT OF BEGINNING;

Said lots encompass a total area of 0.87 acres, more or less.

The basis of bearings for this survey is N 1°43'42" E measured along the east line of the NE1/4NE1/4 of Section 34 as shown hereon, and in accordance with Plat No. 1437 recorded in the Office of the Clerk of Teton County, Wyoming.

____
Mark Fellermann
Wyoming PLS License No. 16012

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Mark Fellermann on this ______ day of ________________, 20___

Witness my hand and official seal.

____
Notary Public My commission expires:

FINAL PLAT
TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON
Prepared for
CONTINENTAL DIVIDE HOLDINGS LLC
Being identical to
LOTS 8, 10, & 12 OF TETON LANDING ADDITION TO THE TOWN OF JACKSON, PLAT NO. 1437
Located within
NE1/4NE1/4 of Section 34
T. 41 N., R. 116 W., 6TH P.M.
Teton County, Wyoming

Sheet 2 of 2

TOWNHOME SHARED MAINTENANCE AGREEMENT

This Shared Maintenance Agreement ("***Agreement***") for Lots 13 and 14 of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ ("***Teton Landing Townhomes***") is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the "***Declarant***"), as Owner of both Lot 13 and Lot 14.

Lots 13 and 14 of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "***Declarant***." Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 2. "***Common Elements***." All uniform exterior elements shared across or between any Townhome Building and any shared load-bearing or safety structures on any Townhome Building. By way of example, the siding and roofing on any Townhome Building are Common Elements as they are shared across a Townhome Building, but exterior windows for each Townhome are not common elements as they can be replaced without impact to the adjacent Townhome. Similarly, by way of example and without limitation, all exterior walls and the Party Wall are common elements because they are load-bearing structural elements of the Townhome Building.

Section 3. "***Owner***." One or more Persons who hold the record title to either Lot 13 or Lot 14 but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Decleration, including, without limitation, voting rights in the Association, as a single entity.

Section 4. "***Party Wall***." The structural, fire-rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the

Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

Section 5. "***Person***." A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 6. "***Plat***." The Plat of Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ .

Section 7. "***Property***." The real property shown on the Plat, together with all buildings and improvements thereon.

Section 8. "***Townhome***." The Portion of a Townhome Building located on a single Townhome Lot and constituting the improvement to which an Owner has title to.

Section 9. "***Townhome Building***." The common continuous building structure with shared roof and other common structural elements, constructed across two Townhome Lots and all structural components thereof. Each Townhome Building is partitioned by means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

Section 10. "***Townhome Building Common Expenses***." The actual and estimated expenses incurred, or anticipated to be incurred, by the Owners of any Townhome Building for maintenance of Common Elements.

Section 11. "***Townhome Lot***." Any lot of recorded identified on the Plat.

ARTICLE II – MAINTENANCE OF TOWNHOME BUILDINGS

Section 1. "***Common Expenses***." The Owners of Lot 13 and Lot 14 shall be jointly responsible for all Townhome Building Common Expenses for those Owners' Townhome Building.

Section 2. "***Uniformity of Townhome Maintenance***." The Townhome Building shall be maintained in a manner that maintains the uniform appearance of the Townhome Building. This

requirement shall include the use of consistent siding materials, roofing materials, and color palettes.

Section 3. "***Maintenance Approved by Unanimous Consent***." As maintenance for the Townhome Building is governed by two Owners, approval of maintenance projects shall be done by unanimous consent. In the event a maintenance project is approved by the Owners of a Townhome Building, such maintenance project shall become a Townhome Building Common Expense.

Section 4. "***Disputes Over Maintenance***." In the Event the two Townhome Owners have persistent and irreconcilable differences over whether any exterior maintenance project is required for their shared Townhome Building, the parties shall jointly select a building inspector with at least five years of experience inspecting buildings in Teton County to provide an opinion as to whether any proposed maintenance project is required to protect the integrity of or prevent damage to the Townhome Building as a whole. In the event the building inspector's opinion is that the proposed maintenance project meets this criteria, the proposed project shall be deemed approved and become a Townhome Building Common Expense. If the Townhouse Owners cannot agree on a building inspector, each shall submit the names of two building inspectors qualified under this document, and one of the submitted inspectors shall be chosen at random. In the event the building inspector opines that the proposed maintenance project is not required to protect the integrity of or prevent damage to the Townhome Building, the Owner requesting the maintenance project shall not be allowed to exercise this process again within two years of the building inspector's opinion.

Section 5. "***Cost of Townhome Building Common Expenses***." Owners shall contribute to any Townhome Building Common Expenses for their Townhome Building in equal proportion, unless the work being performed will occur exclusively on one Townhome, in which case that Townhome Owner shall be solely responsible for the Townhome Building Common Expenses. Any contractor performing work pursuant to this Shared Maintenance Agreement shall invoice each Owner for their share of the Shared Maintenance Expense and shall, prior to commencing work, provide each Owner with a written guarantee that the contractor shall not file any lien against the Townhome Lot, or improvements thereon, of an Owner who pays their share of the Shared Maintenance Expenses. Nothing in this section shall prevent a Contractor from filing a lien for non-payment against the Townhome Lot, or the improvements thereon, belonging to an Owner who has not paid their share of Shared Maintenance Expenses.

ARTICLE III – INSURANCE REQUIREMENTS

Section 1. “***Insurance requirements***.” The Owners of Lot 13 and Lot 14 shall each carry a separate homeowner's insurance policy equal to half the replacement cost of the Townhome Building.

Section 2. “***Damage to a Townhome Building***.” In the event of damage to the Townhome Building, the Owners of the damaged Townhome Building shall be responsible for the full cost of restoring the Townhome Building to the Townhome Building’s original condition. Each Owner’s liability for these restoration costs shall be attributed to each Owner in proportion to the cost of repairing the section of the Townhome Building on each Owner’s Townhome Lot. Each Townhome Owner shall be liable to the other Townhome Owner for a failure to contribute to restoration costs in accordance with this provision.

Section 3. “***Application Of Insurance Proceeds***.” In the event that any Owners incur restoration costs, and such restoration costs are covered under the homeowner's insurance required pursuant to Article III, Section 1, all insurance proceeds shall be applied to restoration costs. In the event of excess proceeds after payment of restoration costs, those proceeds shall be distributed back to the Owners in the amount of their original contributed insurance proceeds less restoration costs applicable to the restoration of that portion of the Townhome Building on Owner’s Townhome Lot. In the event that either Owner's insurance proceeds are insufficient to cover restoration costs, the Owner or Owners with insufficient coverage shall be personally responsible and liable for the remainder of the restoration costs. Each Owner of a Townhome shall be liable to the other Townhome Owner for a failure to contribute to restoration costs.

Section 4. “***Waiver of Restoration***.” While both Owners have an obligation to contribute to restoration costs for damage to a Townhome Building, as outlined in this Article, the Owners of a Townhome Building, by a mutual written consent document signed by both parties, may waive their mutual rights to require the other Owner of the Townhome Building to contribute to restoration costs. Such mutual written consent document shall explicitly set forth how the Owners intend to dispose of their Townhome Lots in the absence of restoration of the damage structure.

ARTICLE IV – GENERAL PROVISIONS

Section 1. “***Violations-Enforcement-Costs***.” The Owners of either Lot 13 or Lot 14 may take judicial action against the other Owner to enforce compliance with this Declaration or to

obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. "***Joint and Several Liability***." In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. "***Severability***." Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. "***Headings***." Headings are for convenience and informational purposes only.

Section 5. "***Amendment***." This Declaration may be amended by an instrument signed and acknowledged by all Owners of Townhome Lots.

Section 6. "***Binding Effect***." This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. "***Duration***." All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

CONTINENTAL DIVIDE HOLDINGS

Dated: ________________________ ________________________________

By: John Stricklin
Continental Divide Holdings' Manager

STATE OF WYOMING)
) ss
County of Teton)

On this _____ day of _________________, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC FOR WYOMING
My Commission Expires:______________________

TOWNHOME SHARED MAINTENANCE AGREEMENT

This Shared Maintenance Agreement ("***Agreement***") for Lots 15 and 16 of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ ("***Teton Landing Townhomes***") is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the "***Declarant***"), as Owner of both Lot 15 and Lot 16.

Lots 15 and 16 of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "***Declarant***." Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 2. "***Common Elements***." All uniform exterior elements shared across or between any Townhome Building and any shared load-bearing or safety structures on any Townhome Building. By way of example, the siding and roofing on any Townhome Building are Common Elements as they are shared across a Townhome Building, but exterior windows for each Townhome are not common elements as they can be replaced without impact to the adjacent Townhome. Similarly, by way of example and without limitation, all exterior walls and the Party Wall are common elements because they are load-bearing structural elements of the Townhome Building.

Section 3. "***Owner***." One or more Persons who hold the record title to either Lot 15 or Lot 16 but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Decleration, including, without limitation, voting rights in the Association, as a single entity.

Section 4. "***Party Wall***." The structural, fire-rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the

Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

Section 5. "***Person***." A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 6. "***Plat***." The Plat of Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ .

Section 7. "***Property***." The real property shown on the Plat, together with all buildings and improvements thereon.

Section 8. "***Townhome***." The Portion of a Townhome Building located on a single Townhome Lot and constituting the improvement to which an Owner has title to.

Section 9. "***Townhome Building***." The common continuous building structure with shared roof and other common structural elements, constructed across two Townhome Lots and all structural components thereof. Each Townhome Building is partitioned by means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

Section 10. "***Townhome Building Common Expenses***." The actual and estimated expenses incurred, or anticipated to be incurred, by the Owners of any Townhome Building for maintenance of Common Elements.

Section 11. "***Townhome Lot***." Any lot of recorded identified on the Plat.

ARTICLE II – MAINTENANCE OF TOWNHOME BUILDINGS

Section 1. "***Common Expenses***." The Owners of Lot 15 and Lot 16 shall be jointly responsible for all Townhome Building Common Expenses for those Owners' Townhome Building.

Section 2. "***Uniformity of Townhome Maintenance***." The Townhome Building shall be maintained in a manner that maintains the uniform appearance of the Townhome Building. This

requirement shall include the use of consistent siding materials, roofing materials, and color palettes.

Section 3. "***Maintenance Approved by Unanimous Consent***." As maintenance for the Townhome Building is governed by two Owners, approval of maintenance projects shall be done by unanimous consent. In the event a maintenance project is approved by the Owners of a Townhome Building, such maintenance project shall become a Townhome Building Common Expense.

Section 4. "***Disputes Over Maintenance***." In the Event the two Townhome Owners have persistent and irreconcilable differences over whether any exterior maintenance project is required for their shared Townhome Building, the parties shall jointly select a building inspector with at least five years of experience inspecting buildings in Teton County to provide an opinion as to whether any proposed maintenance project is required to protect the integrity of or prevent damage to the Townhome Building as a whole. In the event the building inspector's opinion is that the proposed maintenance project meets this criteria, the proposed project shall be deemed approved and become a Townhome Building Common Expense. If the Townhouse Owners cannot agree on a building inspector, each shall submit the names of two building inspectors qualified under this document, and one of the submitted inspectors shall be chosen at random. In the event the building inspector opines that the proposed maintenance project is not required to protect the integrity of or prevent damage to the Townhome Building, the Owner requesting the maintenance project shall not be allowed to exercise this process again within two years of the building inspector's opinion.

Section 5. "***Cost of Townhome Building Common Expenses***." Owners shall contribute to any Townhome Building Common Expenses for their Townhome Building in equal proportion, unless the work being performed will occur exclusively on one Townhome, in which case that Townhome Owner shall be solely responsible for the Townhome Building Common Expenses. Any contractor performing work pursuant to this Shared Maintenance Agreement shall invoice each Owner for their share of the Shared Maintenance Expense and shall, prior to commencing work, provide each Owner with a written guarantee that the contractor shall not file any lien against the Townhome Lot, or improvements thereon, of an Owner who pays their share of the Shared Maintenance Expenses. Nothing in this section shall prevent a Contractor from filing a lien for non-payment against the Townhome Lot, or the improvements thereon, belonging to an Owner who has not paid their share of Shared Maintenance Expenses.

ARTICLE III – INSURANCE REQUIREMENTS

Section 1. "***Insurance requirements***." The Owners of Lot 15 and Lot 16 shall each carry a separate homeowner's insurance policy equal to half the replacement cost of the Townhome Building.

Section 2. "***Damage to a Townhome Building***." In the event of damage to the Townhome Building, the Owners of the damaged Townhome Building shall be responsible for the full cost of restoring the Townhome Building to the Townhome Building's original condition. Each Owner's liability for these restoration costs shall be attributed to each Owner in proportion to the cost of repairing the section of the Townhome Building on each Owner's Townhome Lot. Each Townhome Owner shall be liable to the other Townhome Owner for a failure to contribute to restoration costs in accordance with this provision.

Section 3. "***Application Of Insurance Proceeds***." In the event that any Owners incur restoration costs, and such restoration costs are covered under the homeowner's insurance required pursuant to Article III, Section 1, all insurance proceeds shall be applied to restoration costs. In the event of excess proceeds after payment of restoration costs, those proceeds shall be distributed back to the Owners in the amount of their original contributed insurance proceeds less restoration costs applicable to the restoration of that portion of the Townhome Building on Owner's Townhome Lot. In the event that either Owner's insurance proceeds are insufficient to cover restoration costs, the Owner or Owners with insufficient coverage shall be personally responsible and liable for the remainder of the restoration costs. Each Owner of a Townhome shall be liable to the other Townhome Owner for a failure to contribute to restoration costs.

Section 4. "***Waiver of Restoration***." While both Owners have an obligation to contribute to restoration costs for damage to a Townhome Building, as outlined in this Article, the Owners of a Townhome Building, by a mutual written consent document signed by both parties, may waive their mutual rights to require the other Owner of the Townhome Building to contribute to restoration costs. Such mutual written consent document shall explicitly set forth how the Owners intend to dispose of their Townhome Lots in the absence of restoration of the damage structure.

ARTICLE IV – GENERAL PROVISIONS

Section 1. "***Violations-Enforcement-Costs***." The Owners of either Lot 15 or Lot 16 may take judicial action against the other Owner to enforce compliance with this Declaration or to

obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. "***Joint and Several Liability***." In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. "***Severability***." Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. "***Headings***." Headings are for convenience and informational purposes only.

Section 5. "***Amendment***." This Declaration may be amended by an instrument signed and acknowledged by all Owners of Townhome Lots.

Section 6. "***Binding Effect***." This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. "***Duration***." All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

CONTINENTAL DIVIDE HOLDINGS

Dated: ________________________ ________________________________

By: John Stricklin
Continental Divide Holdings' Manager

STATE OF WYOMING)
) ss
County of Teton)

On this _____ day of _________________, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC FOR WYOMING
My Commission Expires:_____________________

TOWNHOME SHARED MAINTENANCE AGREEMENT

This Shared Maintenance Agreement ("***Agreement***") for Lots 17 and 18 of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ ("***Teton Landing Townhomes***") is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the "***Declarant***"), as Owner of both Lot 17 and Lot 18.

Lots 17 and 18 of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "***Declarant***." Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 2. "***Common Elements***." All uniform exterior elements shared across or between any Townhome Building and any shared load-bearing or safety structures on any Townhome Building. By way of example, the siding and roofing on any Townhome Building are Common Elements as they are shared across a Townhome Building, but exterior windows for each Townhome are not common elements as they can be replaced without impact to the adjacent Townhome. Similarly, by way of example and without limitation, all exterior walls and the Party Wall are common elements because they are load-bearing structural elements of the Townhome Building.

Section 3. "***Owner***." One or more Persons who hold the record title to either Lot 17 or Lot 18 but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Decleration, including, without limitation, voting rights in the Association, as a single entity.

Section 4. "***Party Wall***." The structural, fire-rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the

Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

Section 5. "***Person***." A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 6. "***Plat***." The Plat of Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on ____________________ as Plat No. _____________ .

Section 7. "***Property***." The real property shown on the Plat, together with all buildings and improvements thereon.

Section 8. "***Townhome***." The Portion of a Townhome Building located on a single Townhome Lot and constituting the improvement to which an Owner has title to.

Section 9. "***Townhome Building***." The common continuous building structure with shared roof and other common structural elements, constructed across two Townhome Lots and all structural components thereof. Each Townhome Building is partitioned by means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

Section 10. "***Townhome Building Common Expenses***." The actual and estimated expenses incurred, or anticipated to be incurred, by the Owners of any Townhome Building for maintenance of Common Elements.

Section 11. "***Townhome Lot***." Any lot of recorded identified on the Plat.

ARTICLE II – MAINTENANCE OF TOWNHOME BUILDINGS

Section 1. "***Common Expenses***." The Owners of Lot 17 and Lot 18 shall be jointly responsible for all Townhome Building Common Expenses for those Owners' Townhome Building.

Section 2. "***Uniformity of Townhome Maintenance***." The Townhome Building shall be maintained in a manner that maintains the uniform appearance of the Townhome Building. This

requirement shall include the use of consistent siding materials, roofing materials, and color palettes.

Section 3. "***Maintenance Approved by Unanimous Consent***." As maintenance for the Townhome Building is governed by two Owners, approval of maintenance projects shall be done by unanimous consent. In the event a maintenance project is approved by the Owners of a Townhome Building, such maintenance project shall become a Townhome Building Common Expense.

Section 4. "***Disputes Over Maintenance***." In the Event the two Townhome Owners have persistent and irreconcilable differences over whether any exterior maintenance project is required for their shared Townhome Building, the parties shall jointly select a building inspector with at least five years of experience inspecting buildings in Teton County to provide an opinion as to whether any proposed maintenance project is required to protect the integrity of or prevent damage to the Townhome Building as a whole. In the event the building inspector's opinion is that the proposed maintenance project meets this criteria, the proposed project shall be deemed approved and become a Townhome Building Common Expense. If the Townhouse Owners cannot agree on a building inspector, each shall submit the names of two building inspectors qualified under this document, and one of the submitted inspectors shall be chosen at random. In the event the building inspector opines that the proposed maintenance project is not required to protect the integrity of or prevent damage to the Townhome Building, the Owner requesting the maintenance project shall not be allowed to exercise this process again within two years of the building inspector's opinion.

Section 5. "***Cost of Townhome Building Common Expenses***." Owners shall contribute to any Townhome Building Common Expenses for their Townhome Building in equal proportion, unless the work being performed will occur exclusively on one Townhome, in which case that Townhome Owner shall be solely responsible for the Townhome Building Common Expenses. Any contractor performing work pursuant to this Shared Maintenance Agreement shall invoice each Owner for their share of the Shared Maintenance Expense and shall, prior to commencing work, provide each Owner with a written guarantee that the contractor shall not file any lien against the Townhome Lot, or improvements thereon, of an Owner who pays their share of the Shared Maintenance Expenses. Nothing in this section shall prevent a Contractor from filing a lien for non-payment against the Townhome Lot, or the improvements thereon, belonging to an Owner who has not paid their share of Shared Maintenance Expenses.

ARTICLE III – INSURANCE REQUIREMENTS

Section 1. "***Insurance requirements***." The Owners of Lot 17 and Lot 18 shall each carry a separate homeowner's insurance policy equal to half the replacement cost of the Townhome Building.

Section 2. "***Damage to a Townhome Building***." In the event of damage to the Townhome Building, the Owners of the damaged Townhome Building shall be responsible for the full cost of restoring the Townhome Building to the Townhome Building's original condition. Each Owner's liability for these restoration costs shall be attributed to each Owner in proportion to the cost of repairing the section of the Townhome Building on each Owner's Townhome Lot. Each Townhome Owner shall be liable to the other Townhome Owner for a failure to contribute to restoration costs in accordance with this provision.

Section 3. "***Application Of Insurance Proceeds***." In the event that any Owners incur restoration costs, and such restoration costs are covered under the homeowner's insurance required pursuant to Article III, Section 1, all insurance proceeds shall be applied to restoration costs. In the event of excess proceeds after payment of restoration costs, those proceeds shall be distributed back to the Owners in the amount of their original contributed insurance proceeds less restoration costs applicable to the restoration of that portion of the Townhome Building on Owner's Townhome Lot. In the event that either Owner's insurance proceeds are insufficient to cover restoration costs, the Owner or Owners with insufficient coverage shall be personally responsible and liable for the remainder of the restoration costs. Each Owner of a Townhome shall be liable to the other Townhome Owner for a failure to contribute to restoration costs.

Section 4. "***Waiver of Restoration***." While both Owners have an obligation to contribute to restoration costs for damage to a Townhome Building, as outlined in this Article, the Owners of a Townhome Building, by a mutual written consent document signed by both parties, may waive their mutual rights to require the other Owner of the Townhome Building to contribute to restoration costs. Such mutual written consent document shall explicitly set forth how the Owners intend to dispose of their Townhome Lots in the absence of restoration of the damage structure.

ARTICLE IV – GENERAL PROVISIONS

Section 1. "***Violations-Enforcement-Costs***." The Owners of either Lot 17 or Lot 18 may take judicial action against the other Owner to enforce compliance with this Declaration or to

obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. "***Joint and Several Liability***." In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. "***Severability***." Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. "***Headings***." Headings are for convenience and informational purposes only.

Section 5. "***Amendment***." This Declaration may be amended by an instrument signed and acknowledged by all Owners of Townhome Lots.

Section 6. "***Binding Effect***." This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. "***Duration***." All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

CONTINENTAL DIVIDE HOLDINGS

Dated: ________________________ ________________________________

By: John Stricklin
Continental Divide Holdings' Manager

STATE OF WYOMING)
) ss
County of Teton)

On this _____ day of _________________, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC FOR WYOMING
My Commission Expires:_____________________

AFFIDAVIT OF ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT MAP

STATE OF WYOMING)
) SS
COUNTY OF TETON)

I, ________________________, being duly sworn on oath, depose and state as follows:

1. That my name is ______________________________.

2. That I hold the title of _______________________ for Bank of Jackson Hole, a division of NBH Bank, a Colorado state-chartered bank (“***BOJH***”).

3. That BOJH is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded on October 18, 2024 as Document Number 1091732 which affects title to real property according to that warranty deed recorded in said Office as Document Number 1035529 on March 31, 2022.

4. That I have examined a copy of the Final Plat entitled “Teton Landing Addition to the Town of Jackson” dated December 15, 2025 to be recorded in said Office.

5. That I hereby consent to the boundary adjustment as depicted on said Plat;

6. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature on said Map.

Further affiant sayeth naught.

By:____

Title:____

Date:____________________________________, 2025

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing affidavit was subscribed and sworn to before me by __________________ in their role as ____________________ for Bank of Jackson Hole on this _____ day of _____________ 2026.

Witness my hand and official seal:

AFFIDAVIT OF ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT MAP

STATE OF WYOMING)
) SS
COUNTY OF TETON)

I, John Stricklin being duly sworn on oath, depose and state as follows:

1. That my name is John Stricklin.

2. That I hold the title of Manager for Continental Divide Holdings, LLC, a Wyoming limited liability company ("***CDH***").

3. That CDH is the owner of real property in Teton County, Wyoming, according to that warranty deed recorded in the Office of the Clerk of Teton County, Wyoming, as Document Number 1035529 on March 31, 2022.

4. That I have examined a copy of the Final Plat entitled "Teton Landing Addition to the Town of Jackson" dated December 15, 2025, to be recorded in said Office.

5. That I hereby consent to the boundary adjustment as depicted on said Plat;

6. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature on said Plat.

Further affiant sayeth naught.

By: John Stricklin

Title: Manager

Date:__________________________________, 2025

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing affidavit was subscribed and sworn to before me by John Stircklin in their role as Manager for Continental Divide Holdings, LLC on this _____ day of ____________ 2026.

Witness my hand and official seal:

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 11/7/2025

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Teton Landing Townhome Subdivision
2. LOCATION: Lots 8, 10, & 12 of Teton Landing
3. PROJECT NUMBER: P25-204

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM	2		2.25	5.50
3 BEDROOM			3.00	
4 BEDROOM	1		3.75	3.75
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				

5. CALCULATE REQUIRED PARK ACREAGE:

9.25 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.08325 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.08325 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 8,325 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 9/26/25

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Teton Landing Townhome Subdivision
2. LOCATION: Lots 8, 10, & 12 of Teton Landing
3. PROJECT NUMBER: P25-204

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY		Lots 8, 10, & 12 of Teton Landing		0.06
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

0.06 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 8,325 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

First American Title™	Condition of Title Guarantee
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **50036956-0006208e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: W-32139
Policy #: 50036956-0006208e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. “Amount of Liability”: the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. **Limitation Liability.**
   a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. **Reduction of Liability or Termination of Liability.**
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. **Payment of Loss.**
   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. **Subrogation Upon Payment or Settlement.**
    Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
    The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee
SCHEDULE A

Order No.:	W-32139
Guarantee No.:	50036956-0006208e
Date of Guarantee:	June 26, 2025 at 10:18AM
Amount of Liability:	$350.00
Premium:	$250.00

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1. Name of Assured:

   Continental Divide Holdings LLC, a Wyoming limited liability company

2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple

3. The Land referred to in this Guarantee is described as follows:

   See Exhibit "A" for Legal Description

4. Assurances

   According to the Public Records as of the Date of Guarantee:

   a. Title to the estate or interest in the Land is vested in:

   Continental Divide Holdings LLC, a Wyoming limited liability company

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052

Authorized Countersignature

Condition of Title Guarantee
SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.

2. Easements, claims of easements or encumbrances that are not shown in the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

8. General taxes for the year 2025, and subsequent years, a lien in the process of assessment, not yet due or payable.

9. Assessments for the Teton Landing Homeowners Association, if any.

10. Assessments for the Town of Jackson, if any.

11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 15, 1939, as (instrument) 17398 Book 6 of Deeds, Page 15, Official Records:
    Purpose: Water pipeline
    B6P15

12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded March 11, 1939, as Book 6 of Deeds, Page 30, Official Records:
Purpose: Water pipeline
B6P30

13. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617556 Book 543, Page 320, Official Records:
Purpose: Road and sidewalk
B543P320

14. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617557 Book 543, Page 324, Official Records:
Purpose: Public utilities
B543P324

15. Matters Disclosed by Record of Survey recorded as Map T-76.
T-76

16. Any easements, covenants, conditions, restrictions as shown on the Official Plat of Teton Landing Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1422.
Plat 1422

17. Subdivision Improvement Agreement by and between Teton Landing LLC and the Town of Jackson, setting forth terms, recorded February 2, 2021, as (instrument) 1008115, Official Records.
1008115

Amended Subdivision Improvements Agreement, recorded February 28, 2022, as (instrument) 1033671 Official Records.
1033671

18. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded February 2, 2021, as (instrument) 1008116, Official Records.
1008116

Contains: Homeowners association charges, assessments and liens.

Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, recorded February 28, 2022, as (instrument) 1033673 Official Records.
1033673

19. Any easements, covenants, conditions, restrictions as shown on the Official Plat of Teton Landing Addition to the Town of Jackson, Second Filing, on file and of record with the Teton County Clerk, Official Records of

Teton County, State of Wyoming, Plat No. 1437.
Plat 1437

20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $23,389,672.00, dated October 18, 2024, recorded October 18, 2024, as (instrument) 1091732 , Official Records.

Mortgagor:	Continental Divide Holdings LLC, a Wyoming limited liability company
Mortgagee:	Bank of Jackson Hole, a division of NBH Bank 1091732

******************** End of Schedule B ********************

EXHIBIT "A" – LEGAL DESCRIPTION

Lots 8, 10 and 12 of Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 28, 2022 as Plat No. 1437.

PIDN: 22-41-16-34-1-AZ-001, 22-41-16-34-1-AZ-003, 22-41-16-34-1-AZ-005

- *************** **END OF LEGAL DESCRIPTION** ****************

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

Lot 8 Nelson Drive, Jackson, WY 83001
Lot 10 Nelson Drive, Jackson, WY 83001
Lot 12 Nelson Drive, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.

MLHC
MOTHER LODE HOLDING COMPANY
AND ITS SUBSIDIARIES

Privacy Policy

Last Updated and Effective Date: December 1, 2024

This Privacy Notice ("Notice") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable. Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found here.
If you are a California resident, click here for specific disclosures about how we collect, use, store and disclose your personal information, along with your privacy rights.

Notice at Collection

What Type of Information Do We Collect About You?

Depending upon how you interact with our Sites and Services, the nature of your Communications, and the nature of our interaction with Third Parties, we may collect the following information from and about you:

- Direct identifiers, including but not limited to your unique online identifier, name, alias, social media handle, IP address, username and password, postal and/or e-mail address, phone number, account name and/or account number, social security number, driver's license number, passport number, and/or state identification number.
- Related identifiers, including but not limited to your date of birth, bank, credit, or debit card number, financial information, and/or insurance policy number.
- Physical characteristics, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- Commercial information, including records of products or services purchased, obtained, or considered.
- Biometric information, such as fingerprints and voice recordings.
- Internet or other electronic network activity information, with our Sites and in Communications, including browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- Geolocation data, such as your zip code and time zone.
- Audio, electronic, visual, and thermal information, including telephone recordings, electronic communication records, and security camera footage from applicable Mother Lode properties.
- Professional or employment-related information, such as your work history, salary history, and education history.

How Do We Collect Your Information?

We collect your personal information in three ways:
Directly from you when you access or use our Sites or Services, conduct business dealings with us in the B2B context or when you communicate with us in any manner, including but not limited to:

- Personal information you provide by filling out forms in person or electronically through our Sites, including information provided at the time of registering for any Service or event, posting material, or requesting further services or information;
- Personal information you provide when you access or use our Services;
- Personal information you provide when you conduct B2B dealings with us;
- Personal information you provide when you report a problem with our Sites;
- Records and copies of your correspondence (e.g., email address) if you contact us;
- Your responses to surveys that we might ask you to complete;
- Details of transactions you carry out through our Sites, and the fulfillment of your orders; and
- Your search queries on the Sites.

Automatically when you access or use our Sites or Services, conduct business dealings or when you communicate with us, including but not limited to:

- Details of your visits to the Sites, including traffic data, location data, logs and other communication data;
- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type; and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

From Third Parties, including but not limited to:

- Data analytics providers for the purpose of receiving statistical data about your activity on our Sites;
- Social media networks for the purpose of collecting certain of your social media profile information and activity, including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform;
- Service providers, including but not limited to internet service providers, fraud prevention services, and related partners; and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the Sites, and to provide you with our Services.

How Do We Use Your Information?

We use the personal information outlined in What Type of Information Do We Collect About You for a variety of business and commercial purposes, including but not limited to:

- Provide the Sites to you;
- Provide the Services you have requested;
- Conduct business dealings with you;
- Fulfill a transaction you requested or service your policy;
- Handle a claim;
- Create and manage your account;
- Operate the Sites, including access management, payment processing, Site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes;
- Respond to your requests, feedback, or inquiries;
- Comply with laws, regulations, and other legal requirements;
- Comply with relevant industry standards and our policies;
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud;
- Protect and enforce our collective rights arising under any agreements entered between Mother Lode and you or any other Third Party;
- Protect the integrity and maintain security of our Sites and Services;
- Operate, evaluate, and improve our business; and
- Deliver content tailored to your interests and the way you use the Sites;
- Present content in a manner that is optimized for your device;
- Measure and analyze the effectiveness of the Sites and Services we provide to you.

How Do We Disclose Your Personal Information?

We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose personal information referenced in What Type of Information Do We Collect About You with others for a variety of business and commercial purposes, including:

- **With your consent**. We may disclose your personal information with your consent. We may obtain your consent in writing; online, through "click-through" agreements; when you accept the terms of use on our Sites; orally, either in person or on the phone; or by other means.

- **In a business transfer**. We may disclose your personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which such information could be transferred to Third Parties as a business asset in the transaction.

- **To non-affiliated third parties, such as service providers and contractors**. We may disclose your personal information with other parties, such as service providers and contractors, to facilitate your access and use of our Sites and Services, including but not limited to internet service providers, data analytics providers, governmental entities, operating systems and platforms, social medial networks, and service providers who provide us a service (e.g., credit / debit card processing, billing, shipping, repair, customer service, auditing, debugging to identify and repair errors that impair existing intended functionality on our Sites or Services, and/or protecting against malicious, deceptive, fraudulent, or illegal activity).

- **To subsidiaries and affiliates**. We may disclose your personal information with our Mother Lode subsidiaries and affiliates to further facilitate your use of our Sites and Services, and to ensure the smooth and consistent operations of Mother Lode by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity.

- **For legal process and protection**. We may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
  - Enforce or apply agreements, or initiate, render, bill, and collect for Services;
  - Protect our rights or interests, property or safety or that of others;
  - In connection with claims, disputes, or litigation - in court or elsewhere;
  - Protect users of our Sites and Services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; and
  - Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government.

Links To Third Party Sites

Our Sites may contain links to Third Party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Notice applies to our Sites only, and we do not accept any responsibility or liability for the policies or practices of any Third Parties.

Third Party Tracking / Do Not Track

Our Sites may, from time to time, collect information about your online activities, over time and across our different Sites. When you use our Sites, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a “Do Not Track” feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites do not currently change the way they operate based upon detection of a “Do Not Track” or similar signal.

Social Media Integration

Our Sites and/or Services may, from time to time, contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we take all commercially reasonable steps to ensure your personal information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your personal information.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

Cookies and Related Technology

We may use browser cookies, beacons, pixel tags, scripts, and other similar technologies from time to time to support the functionality of our Sites and Services. A cookie is a piece of information contained in a very small text file that is stored in your Internet browser or elsewhere on your hard drive. Cookies are transferred from our Sites to your computer, phone or tablet, and allow us to identify your device whenever you return to our Sites. These technologies provide a better experience when you use our Sites and Services, and allow us to improve our services. We may also use analytic software, such as Google Analytics and others, to help better understand how our Sites function on your device(s) and for other analytical purposes. To learn more about how Google uses data when you use our Sites, see How Google uses data when you use our partners' sites or apps. You can opt-out of Google Analytics by installing Google's opt-out browser add-on here https://tools.google.com/dlpage/gaoptout.

Below is an overview of the types of cookies and related technology we deploy, and your choices.

Browser Cookies. A browser cookie is a small file placed on the hard drive of your computer. That cookie then communicates with servers, ours or those of other companies that we authorize to collect data for us and allows recognition of your personal computer. You may use the tools available on your computer or other device(s) to set your browser to refuse or disable all or some browser cookies, or to alert you when cookies are being set. However, if you refuse or disable all browser cookies, you may be unable to access certain parts or use certain features or functionality of our Sites. Unless you have adjusted your browser settings so that it refuses all cookies, we may use cookies when you direct your browser to our Sites.

Beacons. Our Sites and e-mails may contain small electronic files known as beacons (also referred to as web beacons, clear GIFs, pixel tags and single-pixel GIFs) that permit us to, for example, to count users who have visited those pages or opened an e-mail and for other website-related statistics. You may use the tools in your device to disable these technologies as well.

Third Party Technology. Our service providers may also use cookies and beacons to collect and share information about your activities both on our Sites and on other websites and applications. In addition, third parties that are unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Sites. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, you can adjust the settings of your browsers or install plug-ins and add-ins.

Your Choices. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers provide for ways to control cookie behavior, such as the length of time they are stored. If you disable cookies, please be aware that some of the features of our Sites may not function correctly. To find out more on how to manage and delete cookies, visit www.aboutcookies.org. For more details on your choices regarding use of your web browsing activity for interest-based advertising, you may visit the following sites:

- http://networkadvertising.org/
- http://optout.aboutads.info/
- http://youradchoices.com/

Your Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. For California residents, please click **here** to understand how to exercise your rights.

- **Right of Correction**. Regardless of where you live, you may submit a request that we correct or update the information we have about you.

- **Right to Change Preferences**. Regardless of where you live, you may change your choices for subscriptions, newsletters, and alerts.
-
- **Right to Control Advertising and Online Tracking**. Regardless of where you live, you have a right to control how your personal information is tracked online. To learn more about these rights, see Cookies and Related Technologies.

- **Right of Non-Discrimination**. Regardless of where you live, you have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

California Consumer Privacy Act Rights and Disclosures

The following disclosures are made pursuant to the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA").

Relevant CCPA Definitions

Term	Definition
Personal information	Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your household.
Sensitive personal information	Personal information that reveals your social security number, driver's license number, state identification card, passport number, account log-in and password, financial account and password, debit or credit card number and access code, precise geolocation information, race, ethnic origin, citizenship or immigration status, religious or philosophical beliefs, union membership, the content of your mail, email or texts other than those communications with us, genetic data, neural data, biometric information, health information, and information that concerns your sex life or sexual orientation.
Sell, sale, or sold	Selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by other means, your personal information to a third party for monetary or other valuable consideration.

Share, shared, or sharing	Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between us and a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.

Summary of Categories of Personal Information Collected and Disclosed

Below is a summary of the categories of personal information we have collected from and about you in the twelve months preceding the date this Notice was last updated. Also included in this description is personal information about: (1) why the personal information is collected and used; (2) whether the information is "sold" or "shared" to third parties; (3) whether the information is disclosed for a business purpose to third parties; (4) whether the information includes "sensitive personal information"; and (5) a description of how long we may keep your information. To learn more about the personal information we will collect on an ongoing basis, please see our Notice at Collection above.

Categories of Personal Information:

- ***Identifiers (Includes Sensitive Personal Information)*****:** Includes personal information such as your name, alias, postal address, and telephone number, unique online identifier, social media handle, IP address, username and password, email address, account name and/or account number, social security number, driver's license number, passport number or state identification number.
- ***Physical Characteristics (Includes Sensitive Personal Information):*** Includes personal information such as your race, sex, age and ethnicity.
- ***Financial Information (Includes Sensitive Information):*** Includes personal information such as bank account number, credit card number, debit card number, insurance policy number or other financial information.
- ***Internet or other Electronic Network Activity Information:*** Includes personal information such as browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- ***Commercial Information:*** Includes personal information such as records of products or services purchased, obtained, or considered.
- ***Biometric Information (Includes Sensitive Personal Information):*** Includes personal information such as fingerprints, and voice recordings.
- ***Professional and Educational Information:*** Includes your work history, salary history, and education history.
- ***Audio, Electronic, Visual, Thermal, and Related Information:*** Includes personal information such as photographs, video recordings, or recorded messages.
- ***Geolocation:*** Such as zip code and time zone.

Category Disclosure Information

Disclosure	Categories	Description
How do we collect this information?	Identifiers*	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from third parties such as service providers and government agencies.
	Physical Characteristics*	We collect this personal information directly from you. We also may collect this personal information from other parties, such as service providers.
	Financial Information*	

	Internet or other Electronic Activity Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	Commercial Information	
	Biometric Information*	
	Professional and Educational Information*	We collect this personal information directly from you. We also may collect this personal information from other parties such as service providers and government agencies.
	Audio, Electronic, Visual, and Related Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
Does this include sensitive personal information?	The categories of sensitive personal information we collect include social security number, driver's license number, passport number, racial or ethnic origin, health information, bank account number, credit card number, debit card number, or any other financial information with a required access or security code, password, or credentials. *Denotes which categories may include sensitive personal information. We do not process your sensitive personal information other than for the purposes permitted under the CCPA, such as providing the Sites to you, providing the Services you requested, fulfilling a transaction you requested or servicing your policy.	
Is the information "sold" or "shared"?	No. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.	
What is our business purpose for collecting your information?	See How Do We Use Your Personal Information above.	
Who do we disclose this information to?	See How Do We Share Your Personal Information above.	
How long do we keep the information?	We keep your personal information for so long as is reasonably necessary and proportionate to the original purpose for which we collected the personal information. We base our criteria in determining appropriate retention periods on regulatory and legal requirements, contractual requirements, business needs, and the expectations of you.	

Notice of Disclosure for a Business Purpose

To learn more about the categories of personal information we have disclosed for a business purpose about California residents over the last twelve months, including the categories of parties with whom we have disclosed that personal information, please see What Type of Personal Information Do We Collect About You and How Do We Share Your Personal Information.

Notice of Sale or Sharing

We do not sell or share personal information as defined under the CCPA, nor have we sold or shared such personal information in the past 12 months. **To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity**. We have no actual knowledge of selling or sharing the personal information of minors under the age of 16.

Your Rights

Under CCPA and its implementing regulations, you have a **Right to Know**, **Right to Correct**, **Right to Delete**, and **Right to Non-Discrimination.** We do not offer a right to opt out of sale or sharing or limit the use and disclosure of sensitive personal information because we do not sell or share your personal information or use your sensitive personal information other than for permitted purposes under the CCPA. We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. Please note that for some of these rights, such as the Right to Know, Right to Correct, and Right to Delete, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying personal information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information related to your rights request, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

- **Right to Know**. You have a right to confirm whether we are processing your personal information and ask that we disclose to you the categories and specific pieces of personal information we have collected about you including a description of the categories of sources from which we have collected that personal information, the business or commercial purpose for collecting or sharing that information, and the categories of third parties to whom we have disclosed that personal information. You have the right to receive this information in a format, to the extent technically feasible, that is portable, usable, and allows you to transmit the personal information to a person without impediment. You may submit this request by clicking here or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.

- **Right to Correct.** You have a right to ask that we correct your personal information, subject to appropriate legal exceptions. You may submit this request by clicking here or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.

- **Right to Delete**. You have a right to ask that we delete your personal information, subject to appropriate legal exceptions. You may submit this request by clicking here or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.

- **Right of Non-Discrimination**. You have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

Authorized Agents

If permitted or required by applicable law, you may exercise your privacy rights through an authorized agent. If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please submit the Authorized Agent Form.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to privacy@mlhc.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Children

Our Sites and Services are not intended for children under the age of 18. This includes any links to other websites that we provide for our convenience. We do not knowingly collect personal information of children for any reason.

International Jurisdictions

Our Sites and Services are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Sites or Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Sites and Services, and your agreements with us. Any persons accessing our Sites or Services from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use, or disclosure of information, different from those of the jurisdictions mentioned above may only use the Sites or Services in a manner lawful in their jurisdiction. If your use of the Sites or Services would be unlawful in your jurisdiction, you may not use the Sites or Services.

Accessibility

We are committed to making our content accessible and user friendly to everyone. To request a copy of this Notice in an alternative format, please contact us at accessibility@mlhc.com or 1-877-626-0668.

Changes To Our Privacy Notice

We may change this Notice from time to time. Any and all changes will be reflected on this page, and where appropriate provided in person or by another electronic method. The effective date will be stated at the top of this Notice. You should regularly check this page for any changes to this Notice.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE SITES OR SERVICES, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS NOTICE.

Contact Us

If you have any questions, please contact us at privacy@mlhc.com or by calling 1-877-626-0668.

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GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.

Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.
Wisconsin Title Closing Service, Inc.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 185 Fulweiler Avenue, Auburn, CA 95603 or privacy@mlhc.com.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P25-204		COUNTY CLERK REVIEW COMMENTS	Certificate of Owners section on the map we believe that the plat name called out is incorrect in the first and second to last paragraphs. We think it should be Teton Landing Addition 2nd Filing (plat 1422 is Teton Landing Addition). The name needs corrected on all of the Agreement documents as well. Acknowledgement section on the map - update the name of the Mayor Covenant document the new lot legal descriptions need to be called out specifically if this document affects them.. LOT 8A, Lot 8B, etc.. of the Teton Landing Townhomes Addition. All lots is considered an incomplete legal description.		
P25-204		PLANNING DEPARTMENT COMMENTS	Under Acknowledgments, the mayor is "Arne O. Jorgensen", not Hailey. The Townhome Shared Maintenance Agreements are for Lots 8a & 8b, 10a & 10b, and 12a & 12b. Remove the 9a & 9b and replace with 12a & 12b.		
P25-204		SURVEY REVIEW	See attachment		
	11/04/2025	COMPLETENESS REVIEW		TVALENTINE@JACKSONWY.GOV	
	11/18/2025	BUILDING DEPARTMENT COMMENTS		MTIPPETTS@JACKSONWY.GOV	
	12/10/2025	LEGAL DEPARTMENT COMMENTS		TVALENTINE@JACKSONWY.GOV	12/10/2025
	10/20/2025	START DEPARTMENT COMMENTS		WILLIAM SPAULDING@JACKSONWY.GOV	
		TITLE REVIEW			
		POLICE DEPARTMENT COMMENTS			
		DETERMINATION OF SUFFICIENCY			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		TC KEY ISSUES			
		TOWN COUNCIL MEETING			
		INITIAL REPORT			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		JOINT HOUSING DEPARTMENT COMMENTS			
		ENGINEERING DEPARTMENT COMMENTS			
		FINAL REPORT			
		FINAL LETTER			
		FIRE DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		TC PUBLIC NOTICE			
		PATHWAYS DEPARTMENT COMMENTS			
		RECORD DOCUMENTS			

SUBDIVISION PLAT – APPROVED w CONDTITIONS

P25-204 Townhome Subdivision Plat – Teton Landing
ADDRESS: 725 Farah Lane
OWNER: Continental Divide Holdings, LLC
APPLICANT: Geittmann Larson Swift LLP (John Graham)

12/11/2025
Scott Mohror, (307) 733-3079

DATE OF SUBMITTAL: 10/24/2025
DATE OF MATERIALS: 9/26/2025
REVISION NO.: 00

BOND FOR MONUMENTATION: Included in Subdivision Improvements Agreement. Provide update on when monumentation is expected to be completed.

The Engineering Division has reviewed your application for a **SUBDIVISION PLAT** submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

PLAT SHEETS

1. Add NE ¼ to the legal description on the Vicinity Map.
2. Under ENGINEER, correct the spelling of SUMMIT CONSULTING GROUP.
3. Add SECOND FILING after Lots 8, 10, & 12 of TETON LANDING ADDITION in all appropriate locations, e.g. Certificate of Surveyor, Certificate of Owners (multiple locations), Titleblock, etc.
4. Confirm whether or not a certificate of Mortgagee is warranted, include if necessary.
5. Show and label the Miller Ditch, clarify that it is in a pipe, provide any necessary easements or access to the pipe.

CERTIFICATE OF OWNER

6. Cite the recorded Subdivision Improvements Agreement recorded Document
7. Review and revise the name of the CC&R's to match the document provided.

CERTIFICATE OF APPROVAL

8. Revise the mayor's name in signature and notary blocks.

DECLARATION OF COVENANTS

9. The document uses "Teton Landing" as a reference to both subdivisions but its definition in the opening paragraph does not include the Townhome Addition. Review and revise the document accordingly.
10. Article I, Section 13: Defines the Plat but does not have the date of the Second Filing recording, nor does is it list the Townhome addition plat. Review and revise accordingly.

Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department December 8, 2025
P.O. Box 1687
Jackson, WY 83001

ATTN: Tyler Valentine, Senior Planner

RE: Teton Land Townhomes Addition, P25-204

Dear Tyler:

I have reviewed the proposed plat dated 2-11-2025 accompanying the P25-204 application. The surveyor must address the following items:

In the course of any lot division the primary concern is that the division does not create an encroachment or encumbrance that did not exist prior to the division. This plat is of particular concern in that the new parcel line is intended to divide existing buildings into separate townhome units. I would suggest that the Certificate of Surveyor includes a statement to the effect that, ***" the lot divisions shown hereon do not create any encroachments or encumbrances and that there are no shared building elements structural or otherwise except as noted".***

- The new lots must be numbered using the next available lot number, letter designations are not permitted. Per **WS § 34-12-102. Description of townsites and subdivisions; effect; duty to record. "**Every original owner or proprietor of any tract or parcel of land, who has heretofore subdivided, or shall hereafter subdivide the same into three (3) or more parts for the purpose of laying out any town or city, or any addition thereto, or any part thereof, or suburban lots, shall cause a plat of such subdivision, which shall accurately describe all the subdivisions of such tract or parcel of land, ***numbering the same by progressive numbers."***
- The PLSS monuments at the ends of the portion of the east line of Section 34 that is identified as the Basis of Bearing must be identified on the map by their respective PLSS designations.
- A note is required stating that the recovered PLSS monuments match those monuments described in the most recent Wyoming Corner Record on file **OR** an updated corner record describing the actual current corner must be filed.
- The current Mayor is not Hailey Morton Levinson.
- The project engineer's firm name is spelled incorrectly.
- The Project Engineers name in the COE must match the complete and correct name associated with the PE license number indicated.
- A Water Rights note is required per WS 18-5-306

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

- The Certificate of Owner must reference the following exceptions listed in the Wyoming Title Order No. W-32139 Schedule B: No.11 6P15, No.13 543p320, No.17 inst. 1008115, and inst. 1033671, No.18 inst. 1008116, and 1066373.
- A Certificate of Mortgagee is required for that mortgage from Bank of Jackson Hole recorded as Instrument No. 1091732.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. This review only indicates that an examination of the exhibits has been made.

Sincerely,

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: January 5, 2026

RE: Town Manager's Report

Temporary Sign Permits

The Temporary Sign Permit for Council consideration at this meeting is:

- ✓ Climb Wyoming requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from February 1-7, 2026 to advertise their Spring Employment Training (P25-229).

Staff recommends approval of this request and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permit as requested.

Housing Grant Applications

By approving the Town Manager's report, Town Council are directing staff to prepare application materials for the following grant programs for consideration at the January 20, 2026 Regular Meeting:

- **The Town of Jackson seeks $1,200,000 in Wyoming Office of State Lands and Investments Unmet Housing Needs grant funding to reimburse land acquisition costs for the S4 Flats housing development.** Located at 910 Smith Lane and 915 Simon Lane in the Town of Jackson, S4 Flats will deliver 13 affordable workforce condominium homes using modular construction at a total projected cost of approximately $9,800,000. The deadline for this grant application is January 30, 2026. Staff will provide a complete draft application and Resolution for consideration by the Town Council at their January 20, 2026 Regular Meeting. Applications are made to the Office of State Lands and Investments and are decided upon at a public meeting of the State Loan and Investment Board.
- **The Town of Jackson seeks approximately $1,000,000 in Wyoming Office of State Lands and Investments Unmet Housing Needs grant funding to reimburse land acquisition costs for the 90 Virginian Lane development.** The Town, Teton County, and the Jackson/Teton County Housing Authority, which own the 5.15-acre site, and their development partner will construct 200+ units of deed-restricted workforce and affordable homes for rental and sale targeting households earning 50% median income to 200% median income. The deadline for this grant application is January 30, 2026. Staff will provide a complete draft application and Resolution for consideration by the Town Council at their January 20, 2026 Regular Meeting. Applications are made to the

Office of State Lands and Investments and are decided upon at a public meeting of the State Loan and Investment Board.