

COMMUNITY READINESS GRANT AND LOAN APPLICATION



“Promoting economic development at the local level in order to create additional economic health and a stronger state economy”

- *Support to Wyoming's communities which are diverse in size, resources, and economies*
- *Focus resources on projects that are likely to produce benefits that endure beyond the funding of the program*
- *Support projects which will help people, families and communities thrive*
- *Increase the capacity of community and economic development partnerships, and cooperative efforts between the private and public sectors*
- *Support and encourage communities that develop innovative responses to their economic challenges*

INTRODUCTION: COMMUNITY READINESS PROJECTS

Purpose The primary intent of this program is to ready a community for new business development through economic or educational development projects such as the purchase of land, telecommunications infrastructure, rights of way, airports, sewer and water projects, roads, or facilities for labor force or entrepreneurial training.

Rules Rules governing the Business Ready Community (BRC) Grant and Loan Program are available through the Wyoming Business Council (WBC) or www.wyomingbusiness.org.

Eligibility Counties, incorporated cities, towns, and joint powers boards (with approval of all member agencies) may apply. The WBC may enter into contracts/cooperative agreements with Eastern Shoshone and Northern Arapaho Tribes.

Funds The maximum grant and loan amount is \$1,000,000. An applicant may request an additional amount up to \$1,000,000 in special assistance loan funds. An applicant may also request, with a single application, grant or loan funds up to the annual maximum amount for a multi-year project for a period not to exceed three fiscal years. "Multi-year project" means a large scale, stand-alone project which will be constructed over separate fiscal years and which cannot be separated into smaller, independently operational phases.

Due Date The following are the submission deadlines, but recommendations and decisions are subject to WBC Board and State Loan and Investment Board schedules.

Application Postmark Deadline	WBC Board Recommendation	SLIB Decision (Cheyenne)
March 1, 2013	May 23, 2013 (Thermopolis)	June 20, 2013
September 1, 2013	December 5, 2013 (Cheyenne)	January 2014 (TBD)
March 1, 2014	May 2014 (TBD)	June 2014 (TBD)

Review The review process includes an initial WBC staff screening, possible site visit and report to WBC Board. The WBC Board will make recommendation to the State Land and Investment Board (SLIB). The SLIB will determine grant and loan awards. Applicants will be notified of all meetings. Timing of the approval process will depend on when the application is received and WBC and State Loan and Investment Board (SLIB) meeting schedules. **Applicants are strongly encouraged to attend the WBC and SLIB meetings at which their project is to be discussed.** Costs may not be incurred prior to a signed grant agreement, typically 4 weeks after a SLIB decision.

Submissions Applicants shall submit one (1) copy of the completed application to the WBC Regional Director, three (3) original complete applications, and one (1) electronic copy of the completed application to the WBC staff in Cheyenne. Applications must be submitted on 8 ½ X 11" format. It is recommended that applications be submitted in 3 ring binders with attachments clearly labeled or tabbed. It is also recommended that an electronic copy of the application be provided to the WBC staff as well. Contact information follows.

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<p>Converse, Niobrara, and Natrona Counties</p>	<p>Big Horn, Hot Springs, Park, and Washakie Counties</p>	<p>Campbell, Crook, Sheridan, Johnson, and Weston Counties</p>
<p>Kim Rightmer East Central Regional Director 300 South Wolcott, St 300 Casper, WY 82601 Tel: 307.577.6012 Fax: 307.577.6032 Cell: 307.287.2309 kim.rightmer@wyo.gov</p>	<p>Leah Bruscano Northwest Regional Director 143 South Bent, Ste B Powell, WY 82435 Tel: 307.754.5785 Fax: 307.754.0368 Cell: 307.421.0140 leah.bruscano@wyo.gov</p>	<p>Dave Spencer Northeast Regional Director PO Box 962 Gillette, WY 82716 Tel: 307.689.1320 Fax: 307.686.7268 Cell: 307.689.1320 dave.spencer@wyo.gov</p>
<p>Lincoln, Sublette, and Uinta Counties</p>	<p>Fremont and Teton, Counties</p>	<p>Albany, Goshen Laramie, and Platte Counties</p>
<p>Elaina Zempel Southwest Regional Director 1100 Pine Avenue, Ste F Kemmerer, WY 83101 Tel: 307.877.2203 Fax: 888.507.4482 Cell: 307.723.1510 e.z@wyo.gov</p>	<p>Roger Bower West Central Regional Director 213 West Main Street, Ste B Riverton, WY 82501 Tel: 307.857.1155 Fax: 307.857.0873 Cell: 307-851-0908 roger.bower@wyo.gov</p>	<p>Tom Johnson Southeast Regional Director 1938 E. Harney Street Laramie, WY 82072 Tel: 307.766.5357 Fax: 307.222.0532 Cell: 307.631.9275 thomas.johnson@wyo.gov</p>
<p>Carbon and Sweetwater Counties</p>	<p>Send copies of completed applications (3-bound and 1-electronic) to:</p> <p>Dave Simonsen, Program Manager Business Ready Community Grant and Loan Program Wyoming Business Council 214 W. 15th Street Cheyenne, WY 82002 Phone: (307) 777-2813 Fax: (307) 777-2838 Email: dave.simonsen@wyo.gov</p>	
<p>Pat Robbins South Central Region Director 1400 Dewar Drive, Ste 208A Rock Springs, WY 82901 Tel: 307.382.3163 Fax: 307.382.3217 Cell: 307.389.0867 pat.robbins@wyo.gov</p>		

APPLICATION CHECKLIST

Schedule a Consultation with WBC Regional Directors. The WBC Regional Director must be consulted with during the application process and provided sufficient opportunity to provide written review and recommend adjustments to the application and required business plan. The Regional Director, as part of the application, must provide preliminary comments about the project, addressing how the project aligns with regional economic and community development endeavors, and stating any early concerns that the Regional Director may have. An early consultation with the Regional Director will allow the applicant to begin addressing those concerns before the application is submitted.
THIS IS A REQUIREMENT OF SUBMISSION. IF YOU DO NOT PROVIDE A COPY OF THE DRAFT APPLICATION TO YOUR REGIONAL DIRECTOR TWO WEEKS PRIOR TO THE GRANT DEADLINE AND OBTAIN THEIR SIGNATURE YOUR APPLICATION WILL NOT BE COMPLETE AND WILL NOT BE ACCEPTED.

A draft copy of the application must be submitted to the Regional Director two weeks prior to the application deadline or the application will be incomplete. Along with the application, the Regional Director needs to review the following:

- Operation and Maintenance Plan or Business Plan, if applicable – the plan should include projected expenses and project income sources for three years (must be to the Regional Director in advance to the first public hearing)
- Contingency and Development Agreement
- Lease Agreement
- Revenue Recapture Plan

Complete Application. All questions must be fully answered.

Secure Local Match. A local match of five percent (5%) of *total eligible project costs* for grants and/or loans up to \$250,000, or fifteen percent (15%) for grants and loans more than \$250,000 is required. (If the total eligible project cost is \$1,000,000, then the 15% minimum required match would be \$150,000.) Local match may be demonstrated as cash and/or in-kind contributions. Examples of in-kind contributions include: infrastructure, labor, materials, and real estate. Attach an explanation of valuation for each item, any supporting documentation (i.e., appraisals, wage rates, market value, etc.) and a statement of intent from each donor. “Eligible Project Costs” means total project cost less ineligible costs which may include, but not be limited to: appliances, equipment, furnishings, and other features of the facility which are not physically attached.

Financial Information for Loans. For applicants requesting BRC loans, additional financial information is required. (See Section VIII)

Attach public hearing notice, public hearing minutes, and public engagement process. An applicant is required to inform and educate the public and business community to the greatest extent possible about the proposed economic development project (including, but not limited to the economic development opportunity, possible funding sources and alternative solutions) utilizing a variety of techniques and media. The applicant must make readily available to the public access to the application and associated materials, exclusive of business plans or business financial information which

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- Attach certifications, if applicable.**
- If the applicant is a joint powers board, then attach a Certificate of Organization and an executed Joint Powers Agreement to the application.
 - A Certificate of Incorporation is required if a Community or State Development Organization will carry out the project.
- Attach site information.** Attach a detailed map, aerial photograph, and/or site plan showing the location of the project site and the facility proposed to be funded with BRC. If the project includes public infrastructure activities, the map should sufficiently detail those improvements and their location.
- Attach a Contingency and Development Agreement (if applicable).** Attach a final draft of the contingency and development agreement between the applicant, the business, and a Community Development Organization (if applicable), agreeing that expansion or relocation will occur and under what conditions. It should address:
- the public benefit to be derived by the project
 - the "consideration" (return) in exchange for the public project
 - specified source of match funding by account name or other identifying characteristics
 - what will happen in the case of project cost overruns
 - procurement
 - responsibilities of each party
 - timelines
 - revenue recapture
- Attach a revenue recapture plan.** Revenue generated by the applicant or a private developer through publicly funded infrastructure projects must be recaptured by the applicant. (See Section VII of the application.)
- Attach a Lease Agreement, if applicable.** Attach a draft of the lease agreement. A signed lease agreement will be required if the applicant or CDO is leasing property as a part of this project.
- Attach a workforce recruitment and/or training program, if applicable.** Include a program outline if the project involves educational development infrastructure for workforce or entrepreneurial training.
- Attach zoning documentation.** If the site is zoned, attach a description of the allowable uses under this zoning. If a zone change is necessary, attach a description of the allowable uses under the proposed zoning.
- Attach planning documents.** Attach relevant portions of community plans, studies, or workforce development plans to help answer Community Information questions. Reference the attachment in your answer.
- Attach a GPS mapping plan.** All BRC funded infrastructure should be mapped using GPS mapping. The mapping should be included in the project cost estimates as a part of the project bid. The data will be made available to the WBC.

are not subject to public information statutes. An applicant shall actively solicit citizen input which can be submitted via writing, electronically, or in person a public hearing. A minimum of one public hearing before submission of an application. For the purposes of this program **seven (7) days** is the minimum period for notification of a hearing date. Public notice shall be published in a newspaper of general circulation within the boundaries of the applicant or as approved by the council staff. If the project facility is to be located outside the county boundaries of the applicant, the applicant shall hold additional public hearings near the location of the proposed project facility. The notice shall contain a concise description of the proposed project and state that time will be set-aside at the public hearing to take testimony from citizens about the project.

To inform the public and to gather information, the public hearings should at a minimum: identify the economic development opportunity/ies; explore all possible funding sources and alternative solutions to the opportunity/ies; contain a comprehensive description of the proposed project; and solicit testimony from citizens who may feel that the proposed use of the project might compete with an existing business.

An application must be accompanied by a description of the applicant's public engagement process, written comments received by the applicant, evidence of the public hearing notification, minutes from the public hearing, and a signed resolution passed by the applicant or participating agencies to a joint powers board after the public hearing is held and public comments are considered.

- Attach Resolution(s) of Support and minutes.** After a public hearing is held, the applicant must pass a resolution of support. If the applicant is a Joint Powers Board, all participating agencies to the joint powers agreement must pass separate resolutions. The resolution should state, at a minimum:
 - the nature of the project
 - public benefit
 - desired economic development outcomes
 - specified source of match funding by account name or other identifying characteristics
 - what will happen in the case of project cost overruns
 - the details of the revenue recapture plan if applicable

- Attach a Statement that the Applicant Will Follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.** This can be satisfied by providing either a signed letter from the applicant's responsible official or it can be included in the required resolution.

- Attach verification of project costs.** An engineer's or architect's cost estimate is required. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded. If the project involves purchase of property, then there must be an appraisal of the property.

- Certified Structural Analysis.** A certified structural analysis is required for all projects involving the renovation or financing of an existing structure. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded. If the project involves purchase of property, then there must be a structural analysis completed and submitted to WBC staff.

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- Attach acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project. Include acknowledgement that the Wyoming Preference Act will be followed throughout the project and that all related state statutes will be adhered to for the project.**

SECTION I COVER SHEET

1. PROJECT TITLE: Compressed Natural Gas Vehicle Fueling Station (CNGVFS)

2. APPLICANT INFORMATION

Applicant (City, Town, County, JPB, Tribe): Jackson Hole Energy Sustainability Project
Responsible Elected Official: Mark Barron, Town of Jackson
Mailing Address: PO Box 572, Jackson, WY 83001

Local Contact: Shelley Simonton
Position: Executive Director
Mailing Address: PO Box 572, Jackson, WY 83001
Phone: 307-739-6056
Email: ssimonton@lvenergy.com

3. PROJECT ADMINISTRATION CONTACT

Organization Name: Jackson Hole Energy Sustainability Project
Contact Person: Shelley Simonton
Mailing Address: PO Box 572, Jackson, WY 83001
Phone: 307-739-6056
Email: ssimonton@lvenergy.com

4. TYPE OF PROJECT *Briefly* describe applicable project type.

<u>Infrastructure Type</u>	<u>Brief Description</u>
<input type="checkbox"/> Transportation	
<input type="checkbox"/> Building	
<input type="checkbox"/> Water or Sewer	
<input type="checkbox"/> Educational Development	
<input checked="" type="checkbox"/> Other	JHESP JPB will purchase equipment necessary for a fully functioning Compressed Natural Gas vehicle fueling station that will be accessible to both the private and public sectors.

5. PROJECT COSTS Indicate minimum necessary total public project infrastructure costs.

a. Amount of loan requested:	0.0
b. Amount of grant requested:	\$732,000.00
c. Total local contribution (match and ineligible project costs):	\$730,536.00
TOTAL Project Cost (a+b+c):	\$1,462,536.00

DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Responsible (Elected) Official's Signature and Date:
 Print or Type Name and Title: Mark Barron, Chairman

SECTION II: PRELIMINARY REGIONAL COMMENTS AND CONCERNS

The Regional Director must provide an overview of the project and address any concerns he or she may have. If there are concerns, the applicant is urged to address those as soon as possible, before submitting the application. (Note, these comments are preliminary, and the Regional Director will have an opportunity to revise during the recommendation process.)

Regional Director Signature

Date

SECTION III: PROJECT INFORMATION

1. PROJECT DESCRIPTION. Provide a description of the proposed project.

The JHESP JPB will purchase the equipment and provide site preparation work to operate a fully functioning Compressed Natural Gas vehicle fueling station (CNGVFS) that will be available for use by both the private sector and the public sector. Equipment includes a compressor, storage spheres, dispenser and card reader, as well as electrical transformer, piping and so forth. The CNGVFS will be conveniently located in a central location in Jackson allowing access for public sector fleets, such as the school district and the Town of Jackson, local vehicles as they become more mainstream, commuter vehicles from down-valley and Idaho, long-haul delivery vehicles from Utah and Colorado, private sector fleets such as waste management and linen delivery, and vehicles driven by tourists to Jackson Hole who have CNG stations in their hometowns.

2. PUBLIC BENEFIT. Describe the public benefits of the proposed project including the importance of the project to the community and how it promotes economic development. (Please consult the WBC Regional Director for information on conducting an economic impact study for this project.)

Using natural gas in various ways, beyond power generation and heating of homes, offers benefits locally, statewide, and even for the country as a whole. Wyoming is the 3rd largest producer of natural gas in the United States, and second in proved reserves. In Wyoming, natural gas provides 73,000 jobs or about 20% of total employment, \$715,000,000 in severance and property taxes, and \$18.6 billion in total economic output. This cleaner fuel, approximately a 1/3 the CO₂ emissions of gasoline, has health, environmental, and cost benefits. Natural gas has 1 carbon molecule per atom versus 8 for gasoline and 14 for diesel. In Jackson Hole clear views and air quality are paramount to the economy. There are health benefits as well with reduced carbon emissions, as has been evidences in California and Utah where natural gas vehicles are more widely used. Vehicle owners, especially those in the public sector who own fleets, can save money because vehicles can be driven for much longer with higher mileage. Anecdotally, it's been said that vehicles running on natural gas never need to have their oil changed because the fuel is so clean. Natural gas is less expensive on a per-gallon equivalent than gasoline or diesel. When public sector vehicle last longer, cost less to operate and fill, taxpayers will benefit. Both private sector and public sector mechanics and vehicle service shops will need to be educated and provide retrofits of shops, providing enhanced education and training opportunities for service workers as well as construction companies. As interest in the private sector grows, car dealership will see more demand for the vehicles. Statewide, using natural gas in another market such as vehicles, supports demand for the resource and the associated employment in the gas patches. Lastly, the public benefits from using a locally-derived fuel as it minimizes our dependence on foreign oil, and keeps revenues in our communities.

3. PROJECT GOALS AND OBJECTIVES. Describe the goals of the project and identify indicators or measures to be used to determine at the conclusion of the project if goals were achieved and if the project is a success. The performance measures should focus on solid, measurable actions related to the project. Examples of indicators may be

the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

The JHESP JPB goal is to save money and resources. Jackson is home to 20,000 residents, approximately 6,000 commuters (day residents) annually, and more than 4,000,000 visitors a year. While many people think of Jackson as a small town, in fact it functions very much like a larger community, and as such, has infrastructure needs of a larger community. Jackson also has an opportunity to act as a leader regarding initiatives, encouraging changes by setting the example that people take beyond the borders of the mountain ranges. The goal for the CNGVFS mirrors that of JHESP in that it will save locals, commuters, visitors, and fleet managers money on the differential cost between gasoline and natural gas. Additionally, it is better for our environment and our health in terms of emissions, and is essentially a locally grown resource. The short-term goal of the CNGVFS is to provide a station that allows for the opportunity for the public sector fleet managers to begin to convert their fleets, such as the START bus, Forest Service vehicles, airport transports, Lower Valley Energy service trucks, and the school district school buses. The long-term goal of the CNGVFS is to see conversions of private vehicles for commuters and visitors alike. JHESP will carefully measure the usage and growth of the CNG vehicle and fuel demand, and will know that it has been successful when public sector fleets purchase their own stations, and the private sector has replaced the number of gallons sold to the public sector. JHESP has 0% loan monies available to individuals to convert their vehicles to natural gas. JHESP anticipates this to be a slow process, likely 10 to 20 years. It believes strongly, however, that if JHESP didn't provide the infrastructure that there would be no private sector solution due to a cost barrier to entry. Another measure of success for JHESP will be the demand for additional stations potentially in Afton and Teton Village.

4. PROJECT NEED. Describe in sufficient detail the need for the project and why BRC funds are necessary. **Include any other funding options which have been pursued for this project** (For example: WWDC, WYDOT, private funds, other state or federal funds). Evidence of project need is demonstrated through a well-developed justification for public financing. **The discussion should also address why other financing options could not be obtained or are not feasible and repercussions if funding is denied.**

As stated in #2, Wyoming is the 3rd largest producer of Natural Gas in the United States. Lower Valley Energy invested \$25,000,000 in the past, and is currently adding a \$5,000,000 extension, for a pipeline from Sublette County to transport regionally-produced natural gas to its Teton County customers. This community is uniquely suited to act as a model/ pilot project for a public sector alternative for a CNGVFS. In other communities where stations exist, the utility or a gas exploration service company has installed the stations. These stations are often not located conveniently for the public. Lower Valley Energy is a local co-op utility, and as such, does not have the financial capacity to purchase fueling station infrastructure that would service the community, commuters and visitors. The anticipated cost of the station equipment is \$732,000, which is too steep a price tag for private sector business owners when the market is at its

infancy. The best-case scenario to introduce CNG as a vehicle fueling source, and grow the private and public sector markets, is for a government agency to purchase the equipment and lease it to a private sector owner. As the demand grows, the infrastructure can be sold to an appropriate buyer providing further economic development in the community. JHESP has explored other financing options such as LVE, and private fundraising. It believes Wyoming Business Council grant monies are appropriate for this venture due to the myriad stakeholders (private, public, local, regional, state, visitors) and the unique location in Jackson.

5. REHABILITATION. Will the requested grant or loan fund the rehabilitation or expansion of existing infrastructure or facilities?

Yes No

If "yes," explain.

6. OWNERSHIP. Will the applicant own the improvements funded by this program?

Yes No

If "no," then who will own the improvements?

7. TIMELINE. Describe a realistic project timeline. Include the number of months the project will take, and any other authorizations, permits, funding, or activities necessary prior to the commencement of the project. If the project is to be phased, provide a separate timeline for future phases.

If JHESP JPB receives notice of award of grant monies in June of 2013, it will immediately enter into a contract/ lease agreement with the specific site. All work on the site, as well as purchasing of the equipment, will occur once monies are received. It is anticipated that ordering and installing of equipment, site preparation, building permit application and acquisition, and inspections will take approximately 6 months from the date funds are received.

8. SIMILAR SITES. Are there similar sites or facilities within the community that are un-utilized or under-utilized?

Yes No

If "yes" please detail what makes this project unique or necessary.

The JHESP JPB advertised for proposals for possible location sites for the station. Additionally, besides the Public Notice section of the newspaper, there was an article written in the Jackson Hole News and Guide about the request for proposals. Proposals were also hand-delivered to station managers, as well as available on the Town of Jackson and Teton County websites. Two proposals were received: Lower Valley Energy and G6LLC. An ad hoc committee met and vetted the two sites, addressing pros and cons of each. It was decided that the G6LLC site was ideal for several reasons. It is privately owned and leverages private investment. It is centrally located in the Town of Jackson which provides more convenient access for fleets such as the school district and the Town/ County, as well increases awareness for the private sector and provides a marketing opportunity about CNG vehicles to the public at large. The site is also leveraged with other consumer amenities such as a convenience store (Maverick Quik Mart is adjacent), car wash and a quick-lube business. A fueling station here is compatible as Maverick has 10 fueling pumps adjacent to this site. The site is along a major traffic corridor in Jackson and has good lighting at night, making the station approachable at all times of the day. It also has the necessary square footage, and a willing land owner.

9. SOCIAL SERVICES, IF APPLICABLE. If the project will expand social services, explain whether demand for those services is outpacing the existing supply of services. Attach any relevant documentation. What is the net effect on the local economy? Attach any relevant documentation.

NA

10. REVENUE. Will the project funded by BRC generate revenue?

Yes No

If "yes," how will revenue be used? Attach a specific plan that anticipates revenue streams and prioritize economic development initiatives to be paid for with the revenue. (See Section VII)

The CNGVFS will generate a small revenue stream initially. G6LLC will be charged a per-gallon-sold rate as a revenue recapture plan, rather than a set lease payment. Payments will be made to JHESP on a monthly basis. The revenue recaptured will be used to provide matching funds for training programs for mechanics and contractors working with CNG vehicles and buildings. It will also be used as matching funds for training for emergency personnel. Some recapture monies may be used for public outreach and communications (marketing) about the benefits of CNG vehicles, thereby increasing vehicle sales in the private sector.

SECTION IV: SITE INFORMATION

1. What is the location/address of the project?

1007 South Highway 90, Lot 3 Car Corner addition, Jackson, WY 83001

2. Is the project site publicly owned?

Yes No

If "no," identify current property owners with contact information.

G6, LLC, Dennis Lamb, 1900 Buck Rail Drive, Jackson, WY 83001, (p) 307-690-3271, (f) 307-739-1545

3. Describe the site including total acres or square footage, size of developable area, and number of parcels for development. Also, describe any structures on the site, including useable square footage.

The site is currently vacant without any improvements aside from power, water, sewer. The site is .56 acres just over 25000 feet squared.

4. Does the project involve land or building acquisition?

Yes No

If "yes," then who owns the site and what steps are being taken, and by whom, to acquire the property?

5. How is the site currently used?

The site is currently undeveloped.

6. What is the proposed future land use of the site? Is it based on a community development plan? Reference the plan and describe how this project is consistent with that land use plan.

The current proposed use for this property is mixed use. Compressed Natural Gas Filling Station, 4000ft Restaurant, 4000ft employee housing, and landscaping. This concept has been reviewed by the Town of Jackson Planning Department and has received favorable support. The concept is embraced by the Town because of its efficient mixed use, multi-modal and synergistic flow.

7. Is the site zoned?

Yes No

If "yes," then what is the current zoning designation and is the proposed use consistent with that designation?

The site is currently zoned BP/ Business Park and the proposed use is consistent with that designation. A zone change will NOT be required for the intended use.

Will a zone change be required for intended use? Explain.

NO.

8. Are there any known environmental concerns at the site, especially asbestos, wetlands, floodplains, or sage grouse area?

Yes No

If yes, explain:

9. What infrastructure is necessary to serve the proposed site (i.e., water, sewer, electricity, natural gas, transportation facilities, and telecommunications) and what are the current coverage, quality, and capacity of the existing infrastructure? If there are deficiencies within any of the infrastructure systems, explain how the deficiencies will be improved.

Water, sewer, electricity, natural gas and telecommunications as well as infrastructure necessary for a compressed natural gas fueling station must be available on the site. The site is located in the Town of Jackson and has access to all of the available utilities. The site is an open, undeveloped lot; there are no deficiencies that need to be replaced or improved.

SECTION V: COMMUNITY INFORMATION

***** Attach portions of any relevant plans, studies, assessments, or reports. Reference the attachment in your answer.**

1. Does the community have an economic development plan or other study of the local economy?

Yes No

If "Yes," then provide the names and dates of relevant plan(s) and describe how does the proposed project fits into overall economic development strategy of the community.

Jackson/ Teton County adopted a Comprehensive Plan in 2012. The plan addresses a goal of reducing carbon emissions derived from transportation, as "transportation accounts for 80% of the total carbon emissions in the community." Natural gas has 1 carbon molecule per atom, vs. 8 for gasoline and 14 for diesel. Natural gas used in vehicles will greatly reduce our carbon emissions in Teton County, and is a regionally-produced resource.

2. What are the community's strengths, weaknesses, opportunities and threats? Explain.

Jackson Hole's strengths are its wild public lands, vast landscapes and open spaces, record numbers of roaming herds of elk, deer, bison, and antelope, as well as being the southern gateway to Grand Teton and Yellowstone National Parks. The community's strengths can also be characterized by its people's deep passion for the outdoors and care for the special environment here. The citizenry combined with the scenic beauty in Jackson make it a very unique and progressive place.

The weaknesses of Jackson are its lack of economic and cultural diversity. Jackson is dependent on the construction trade and tourism, both of which were greatly affected during the recent recession. Jackson has no extraction industry, and so does not benefit as some other Wyoming communities do from those property taxes. And yet, because of Wyoming's lack of personal income tax, Jackson's limited developable area, and incredible views and wildlife numbers, Jackson is a haven for the wealthy, driving up the cost living and housing. Having limited economic and job diversity and is very challenging for the middle class.

There are opportunities for Jackson to tell the story of resource conservation to millions of people a year, and for them to take challenges and insight back to their own communities hence forwarding the message and impact. Using CNG in vehicles, and reducing our carbon emissions while utilizing a resource that is developed in our own state, can be conveniently marketed to a much broader audience. Jackson has the opportunity to be the leader in the discussion of energy because of the people who come here, and the state of Wyoming's position in the energy industry.

Threats to Jackson are climate-related. Low snowfall makes for a dry summer, and dry summers in the Jackson area often result in wildfires. Visitors are less likely to come to

Jackson if they believe wildfires are threatening, and that the smoke creates a health concern. Low snow also means fewer skiers to the area ski resorts, resulting in lower sales tax and less business for the private sector. Low snow and dry summers also affect wildlife feed and health, as well as that of the forests. Jackson is dependent on a vibrant ecology in order to be economically successful.

3. What steps are being taken to promote economic development in the community by the applicant or other groups within the community? (For example, business recruitment and retention programs, workforce development, future public investments, marketing campaigns, amenities, etc.)

The State Tourism Office, Travel and Tourism Board, the Jackson Hole Chamber of Commerce, the Jackson Hole Mountain Resort and the many, many hotels, resorts, activities, restaurants and retailers spend millions of dollars annually on the promotion of Jackson Hole. Special Events are now partly funded by the Lodging Tax in order to stretch the spring and fall seasons for more revenue growth. JHESP works closely with the many the groups mentioned to provide energy efficiency expertise and advice, as well as market Jackson's unique environment.

4. Is there a community or economic development group or committee that is proactively working or implementing an economic development strategy?

Yes No

Explain.

Yes, the Travel and Tourism Board, the Jackson Hole Chamber of Commerce, the Jackson Hole Mountain Resort and various resorts and activities are working together on cohesive economic development strategies that are focused on tourism, travel, meetings and conventions, wildlife viewing, adventure travel, and so forth.

5. Is there a list of current commercial and industrial vacancies available to prospective business?

Yes No

Explain.

The local newspaper and real estate professionals are the best resources for these types of vacancies.

6. Has the community identified targeted industries?

Yes No

Explain.

Jackson Hole has targeted "audiences" within in the tourism market. Moreover, the Chamber of Commerce is working on developing support for smaller businesses and incubator-type businesses that simply require office space and internet.

7. Are there any studies or surveys summarizing labor force characteristics, skills, supply or demand?

Yes No

Explain.

8. How does the availability of the local labor force compare to the demand for labor should this Business Ready project be successful? If necessary reference any applicable labor statistics.

The CNGVFS will be staffed by the leasee and his employees. It will require very little staff. Vehicle operators will use a card reader to pay for the fuel. Other positions, such as maintenance, will be performed by the leasee.

9. How does the availability of the housing compare to the demand for housing should this Business Ready project be successful? If necessary reference any applicable local housing statistics.

Housing is a challenge in Jackson, although the recent recession has lessened that a bit. As stated above, the CNGVFS will require few staff, and will not require a housing mitigation plan from the Town.

SECTION VI: BUDGET INFORMATION

The project budget pages need to show how all eligible costs will be covered by both cash and in-kind contributions. Construction costs represented here must be supported by estimates from a qualified engineer or architect.

Part A: Eligible Project Costs

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	\$00.00
2. Architectural and engineering fees	\$15,000
3. Other fees (surveys, tests, etc.)	\$20,000
4. Project inspection fees	\$
5. Site work	\$25,000
6. Demolition and removal	\$
7. Construction	\$637,000
8. Miscellaneous/Other (Please explain in detail below)	\$
9. Subtotal (sum of lines 1 through 8)	\$697,000
10. Contingencies	\$35,000
Total Eligible Project Costs	
11. Total Eligible Project Costs <i>Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.</i>	\$732,000

Further explanations: 7. Construction costs are detailed as follows:

3 phase transformer	\$33,000
Concrete pad, piping, fittings, valves, setting equipment	\$37,000
CNG Equipment & Freight	\$525,000
Electrical	\$30,000
Install dispenser, awning	\$12,000

Part B: Funding Sources

1. Total Eligible Project Cost <i>This amount will be the same as Part A, Number 11 and will be reflected on the Cover Sheet as the Total Project Cost.</i>	\$732,000.00	1a		
2. Local Match				
a. Cash Match. List cash match funding source(s) and amount. Identify whether the amount has been provided or is being requested. Provide the status and the date funds were approved or the date that funds are expected to be approved.				
Cash Match Source	Status (approved or pending)	Date of Approval	Cash Amount	
			\$	
			\$	
			\$	
Total Cash Match			\$00.0	2a
b. In-kind Match. List in-kind contribution types, descriptions, sources and values. These amounts should also be reflected in Part A: Project Costs.				
Description	Source	Value		
<i>Example: Road Grading</i>	<i>City Employee</i>	<i>40 hrs @ \$15/hr = \$600</i>		
Project Management	Technical Team	\$20,000		
Land	C6 LLC	\$695,536		
Workforce Workshops	WYNGVIC	\$15,000.		
Total In-kind Match			\$730,536	2b
c. Total Local Match (Sum 2a and 2b)			\$730,536	2c
Match Percentage (2c divided by 1a)		A BRC grant and/or loan request in up to \$250,000 requires a minimum match of 5% of the Total Eligible Project Costs. A BRC grant and/or request over \$250,000 requires a minimum match of 15% of the Total Eligible Project Costs.		100%
4. Business Ready Community (BRC) Request (Subtract 1 - 2c)			\$732,000.00	
<i>This is the amount of money you need to complete the project.</i>				

Part C: Ineligible Costs

Ineligible project costs include fixtures, appliances, equipment or other features of a facility not physically attached.

1. Ineligible Project Costs (if applicable)	
Ineligible Items	Amount
	\$
	\$
TOTAL Ineligible project costs	\$00.00
2.. Local Contribution Toward <i>Ineligible</i> Project Costs (if applicable)	
Source of Funding	Amount
	\$00.00
	\$
TOTAL Source of Funding for Ineligible Project Costs	\$00.00

Part D: Total Project Costs

Total Eligible Project Costs	\$732,000
Total Ineligible Project Costs	\$00.00
Total Project Cost	\$732,000.00

SECTION VII: REVENUE RECAPTURE PLAN

Revenue generated by the applicant or a private developer through publicly funded infrastructure projects must be recaptured by the applicant at a rate negotiated between the applicant and other partners and commensurate with the public investment. A plan must be designed demonstrating how the recaptured funds will be managed and utilized for the purpose of economic development. The viability and thoroughness of the recapture plan for revenue generating projects will anticipate revenue streams and prioritize economic development initiatives to be paid for with the revenue while allowing the community flexibility to respond to opportunities.

The intent of the revenue recapture plan is to ensure that the BRC funding allocated to a project will continue to remain in the community fostering community and economic development activities. The following are some examples of eligible uses for recaptured funds: revolving loan fund, façade improvements, downtown development, beautification, marketing, matching funds for future grants or loans, public infrastructure improvements encouraging economic development, trainings and seminars, economic development studies and plans, and entrepreneurship initiatives. Revenue recaptured funds may be used for up to fifty percent (50%) of operations and management costs.

The plan must:

- identify projected revenue streams from the project and state the amount of revenue anticipated to be recaptured
- discuss how these recaptured funds will be managed
- state specifically how the recaptured funds will be utilized
- state goals and objectives that are consistent with existing community and economic development plans
- identify any additional funding and partnerships that may be involved
- details of the revenue recapture plan must be noted in the resolution of support

JACKSON HOLE ENERGY SUSTAINABILITY PROJECT

COMPRESSED NATURAL GAS VEHICLE FUELING STATION

BUSINESS PLAN

I. Introduction

- a. This report is the business case supporting the implementation of a Compressed Natural Gas Vehicle Fueling Station (hereinafter referred to as CNGVFS), in Jackson, Wyoming, to be owned by the Jackson Hole Energy Sustainability Project, (hereinafter referred to as JHESP) and leased to a private entity. It will examine the following areas: Current and future needs of an CNGVFS in the Jackson, Wyoming community, costs and benefits of CNGVFS to the community.

II. Current and Future Needs

- a. Current Needs
 - i. The current need for a CNGVFS is to give the community the option of purchasing or converting vehicles, both private and public-sector fleets that can be fueled with Compressed Natural Gas. The benefits would affect the environment with the low emissions of burning a clean fuel. It would be a less expensive fuel for the public to purchase.
 - ii. Currently, the Town of Jackson has four CNG vehicles. Lower Valley Energy has one vehicle.
- b. Future Needs
 - i. As the number of vehicles purchased and/or converted increase, it will increase the benefits mentioned in paragraph a. i. above.
 - ii. Offer the opportunity for the School District to convert the bus fleet to Natural Gas, saving taxpayers, and helping with the Education budget shortfall.
 - iii. Offer the opportunity to large construction equipment operators to convert.
 - iv. Offer the opportunity for the START Bus system to convert.
 - v. Less maintenance for vehicle owners due to the clean burning fuel.
 - vi. Less expensive fuel; on average 40% - 50% cheaper than gasoline or diesel.

III. Marketing

- a. JHESP will market compressed natural gas to the public as a clean, domestic, and inexpensive fuel alternative to gasoline.
- b. Target Markets
 - i. Area fleets as mentioned above: LVE, Town of Jackson and Teton County heavy equipment and emergency vehicles as well as fleet cars, START bus, Teton County School District, Bridger-Teton National Forest fleet, trash haulers, and long-haul delivery trucks.
 - ii. Commuters to Jackson from the nearby communities of Victor and Driggs Idaho, and Alpine and Star Valley Wyoming. Natural gas is an inexpensive fuel source that can make a distinct impact on their personal expenses. As well, because CNG is cleaner, vehicles last longer.
 - iii. Visitors to Jackson. Jackson sees nearly 4,000,000 visitors a year. Many regional travelers already live near a compressed natural gas territory (eg, Salt Lake City) that will view a CNGVFS

in Teton County, Wyoming as a bridge to regional destinations such as Grand Teton and Yellowstone National Parks.

c. Messages

A Natural Gas Fueling Station in Teton County, Wyoming will:

- i. promote natural gas as a clean, domestic fuel source
- ii. promote the benefits/usage in general of natural gas

d. Marketing Vehicles

- i. LVE newsletter
- ii. Press releases
- iii. Advertisement on CNG vehicles
- iv. JHESP and LVE Websites
- v. Joint Promotion (e.g. Teton Clean Energy Coalition)
- vi. Service organizations such as Rotary
- vii. Chamber of Commerce
- viii. Wyoming Office of Tourism
- ix. School District communications

IV. Operation Procedures

- a. JHESP will own the equipment and lease it to a private entity.
- b. The Private Entity will own the land, and provide it as their financial “match.” An agreement between JHESP and the Private Landowner will be signed.
- c. Operation will be done by the Private Entity.
- d. The proposed NGFS operations would be an unmanned facility. The self service pump stations would accept credit or debit cards.
- e. Line extensions for natural gas and electric power for the compressors will be installed by LVE.

V. Insurance

- a. The Private Entity will purchase liability insurance on the property and the equipment.

VI. Financial Data

- a. Grants from the Wyoming Business Council will be applied for by JHESP to fund the project.
 - i. The Wyoming Business Council program provides financing for publicly owned infrastructure that serves the needs of businesses and promotes economic development within Wyoming communities.

VII. Conclusion

In conclusion, a CNGVFS will be beneficial to the Jackson community, visitors, commuters and large fleets by providing a lower cost and cleaner low emission fuel for vehicles that is domestically supplied. JHESP has a partnership with LVE, and their staff knowledgeable and prepared to assist in the procurement of, and project management of this potential facility.

CONTINGENCY DEVELOPMENT AGREEMENT

This Agreement is made and entered into on _____ by and between the Jackson Hole Energy Sustainability Project, PO Box 572, Jackson, WY 83001 (hereinafter "JHESP") and _____, address, Jackson, Wyoming 83001, (hereinafter "_____"), (hereinafter collectively as "the Parties.")

RECITALS:

WHEREAS, the purpose of the Community Readiness Grant and Loan program is to promote economic development at the local level in order to create additional economic health and a stronger state economy; and,

WHEREAS, the JHESP is a joint powers board and therefore is an eligible application to the Community Readiness Grant and Loan program; and,

WHEREAS, the infrastructure necessary for a Compressed Natural Gas Vehicle Fueling Station (CNGVFS) will be owned by the JHESP; and,

WHEREAS, JHESP will partner with a private sector landowner who will provide the property as a local match, as well, the property is keenly, centrally located in the Town of Jackson; and,

WHEREAS, a CNGVFS has numerous community benefits including cleaner air through reduced carbon emissions, less wear-and-tear on vehicles, a less expensive vehicle fuel saving individuals and taxpayer money, as well as natural gas is produced in Wyoming; and

WHEREAS, Lower Valley Energy, the local utility co-op energy provider for Teton County, Wyoming, has invested nearly \$30,000,000 to provide Wyoming-produced natural gas to the county; and

WHEREAS, JHESP has the technical and marketing experience necessary to execute a successful CNGVFS in the long term; and

WHEREAS, the JHESP CNGFS will provide benefits as mentioned above, as well as lease payments through revenue recapture to JHESP that in turn will be used for training and public information opportunities.

NOW, THEREFORE, in consideration of the public benefit, promises and agreement contained herein, the Parties agree as follows:

- 1. PROJECT DESCRIPTION:** The JHESP JPB will purchase the equipment and provide site preparation work to operate a fully functioning Compressed Natural Gas vehicle fueling station (CNGVFS) that will be available for use by both the private sector and the public sector. Equipment includes a compressor, storage spheres, dispenser and card reader, as well as electrical transformer, piping and so forth. The CNGVFS will be conveniently located in a central location in Jackson allowing access for public sector fleets, such as the school district and the Town of Jackson, local vehicles as they become more mainstream, commuter vehicles from down-valley and Idaho, long-haul delivery vehicles from Utah and Colorado, private sector fleets such as waste management and linen delivery, and vehicles driven by tourists to Jackson Hole who have CNG stations in their hometowns.
- 2. CONSIDERATION:** The consideration (return) by the CNGVFS to the JHESP will be \$.10 per gallon of natural gas sold revenue recapture.
- 3. MATCHING FUNDING:** JHESP will engage in an agreement with G6LLC for a ground lease. The current market value of the G6LLC property is \$695,536.00.
- 4. JHESP's RESPONSIBILITIES:** The Jackson Hole Energy Sustainability Project shall be responsible for the following:

- a. Drafting and submitting a Community Readiness grant application to the Wyoming Business Council by the March 1, 2013 grant cycle deadline.
- b. Preparing and engaging in a binding lease agreement with G6LLC.
- c. Bidding for and purchasing the appropriate equipment for a Compressed Natural Gas fueling station as listed in the detailed budget.
- d. Installing said equipment in a manner compliant with all local, state and federal codes and requirements.
- e. JHESP shall be responsible for grant tracking, documentation, and associated paperwork in conjunction with the received grant monies.

5. G6LLC's RESPONSIBILITIES:

- a. Applying for and obtaining all permits through the Town of Jackson, DEQ, and other agencies.
- b. Any and all taxes due for the property.
- c. Water, sewer, electrical and gas fees and connections
- d. Providing a ground lease for property.

6. MUTUAL AGREEMENTS:

- a. The Parties agree that they will make every effort to sign all documents and undertake all acts which are reasonably necessary to timely perform and carry out their responsibility set forth in this Agreement;
- b. The Parties agree that the estimated completion dates set forth above are good faith estimates or target dates for completing the applicable task or time. The Parties acknowledge and agree that the dates are not binding and the actual date of completion for any item may vary, but to the extent possible the Parties agree to make every effort to complete items and tasks set forth in this Agreement by the estimated completion date;
- c. This Agreement is contingent upon receipt of Community Readiness funds by the applicant and is intended to meet the first level of convincing evidence of private development as required by the Community Readiness Program;
- d. The Parties agree that nothing in this Agreement shall be construed to mean that the applicant is obligated to proceed with the Project if it does not receive the requested funding from the Wyoming Business Council on or before July 1, 2013.
- e. Revenue Recapture Plan: See attached Exhibit A.
- f. Timeline: the purchase of the equipment for proceed after SLIB approval of the grant funding, and the Wyoming Business Council reporting requirements have been deemed satisfactory by the Wyoming Business Council.

7. TERM:

The Term of this Agreement shall be until such time as JHESP completes the purchase of CNGVFS equipment and execute ground lease with G6LLC, and the Wyoming Business Council reporting requirements have been deemed satisfactory by the Wyoming Business Council.

8. BREACH AND REMEDIES:

Termination of this Agreement for any causes shall be without prejudice to any obligations or liabilities of either party accrued prior to or because of such termination. If G6LLC shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, JHESP shall thereupon have the right to terminate this Agreement giving written notice to G6LLC, the defaulting party, of its intent to terminate and specifying the grounds for termination. The defaulting party shall have forty-five (45) days after receipt of notice to cure the default. If the default is not cured within such time period, this Agreement shall terminate and the JHESP shall terminate the Lease Agreement with G6LLC, and take possession of the infrastructure.

9. GOVERNING LAW, VENUE, JURISDICTION AND CONSTRUCTION

The Agreement shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Wyoming, without giving effect to the principals of conflict of laws thereof. The Parties hereto irrevocable 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 Station of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. AS such, this Agreement shall not be construed against for in favor of any Party by virtue of which Party drafted the agreement or any portion thereof. The Parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

10. LIABILITY INSURANCE

Throughout the term of this Agreement, G6LLC shall maintain insurance for bodily injury, death or property damage by reason of the construction, management and administration operations conducted at the facility which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury, with minimum liability limits covered under the Governmental Claims Act. G6LLC also agrees to name JHESP as an additional named insured in all respects to this Agreement. G6LLC shall have twenty (20) days from the Effective Date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

11. PERFORMANCE TESTING AND INSPECTION

JHESP, working with Lower Valley Energy, shall provide oversight, field, testing and/monitoring of the installation of CNG Fueling Station and shall produce testing reports. JHESP shall perform all required testing and/or monitor the installation of all infrastructure and improvements. G6LLC shall provide placement of asphalt pavement or concrete curb and gutter and construction associated with the Project's water, sewer and storm drainage systems.

12. SOVEREIGN IMMUNITY

JHESP does not waive its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

13. REPRESENTATIONS AND WARRANTIES

Each Party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each Party has been duly authorized by the respective authorized individual.

14. ASSIGNMENT

G6LLC may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of CNG fueling station without first obtaining the written consent of JHESP, which consent shall not be unreasonably withheld.

15. HEADINGS FOR CONVENIENCE ONLY

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

17. NOTICES

All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the Parties as follows:

1. JHESP
Executive Director
PO Box 572
Jackson, WY 83001

2. G6LLC
Dennis Lamb
1900 BuckRail Drive
Jackson, WY 83001

18. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

19. INDEMNIFICATION

Each Party shall hold the other Party, its agents and employees, harmless from and shall defend and indemnify the other Party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other Party's activities and obligations or responsibilities arising under this Agreement. Each Party shall give the other Party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either Party, and both Parties shall have the right to participate in the defense of such claim to the extent of its interest.

20. LIENS OR ENCUMBRANCES

G6LLC shall not suffer the Property to become subject to any lien, charge, mortgage or encumbrance whatsoever, without the prior written approval JHESP, and shall indemnify JHESP against all such liens, charges and encumbrances; it being expressly agreed that G6LLC shall have no authority, express or implied, to create any lien, charge or encumbrance, other than a mortgage, upon the improvements thereon.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 20__.

Jackson Hole Energy Sustainability Project

Mark Barron, Chairman

ATTEST:

WHO?

G6LLC

By: _____

Its: _____

GROUND LEASE FOR NATURAL GAS VEHICLE STATION

THIS IS A LEASE dated _____, 2013, between Jackson Hole Energy Sustainability Project, Joint Powers Board ("TENANT") and G6, LLC, a Wyoming limited liability company ("OWNER").

RECITALS

WHEREAS, TENANT and OWNER have discussed entering into a ground lease agreement whereby TENANT agree to lease from OWNER that certain _____ parcel located in _____, as more particularly described on Schedule 1 attached hereto and incorporated by this reference and as depicted on the map attached as Exhibit A and by this reference made a part hereof (the "Site").

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, TENANT and OWNER hereby agree as follows:

- 1. Permits & Renewal.** Tenant represents and warrants to OWNER that the only permits required for operation of its Facilities have been obtained and copies have been provided to OWNER, attached hereto and incorporated here by this reference ("Permits"): _____. Tenant commits to comply strictly with the terms of these Permits including any annual reporting requirements ("Reports"). Tenant shall provide all Reports to OWNER at the same time as they are delivered to the Permit governmental agencies.
- 2. TENANT'S Facilities.** The following property collectively constitutes "TENANT'S Facilities" which by Permit terms may not exceed a height of _____ or pursuant to this Agreement a footprint of _____ and TENANT'S Facilities, and otherwise conduct TENANT'S operations; and all other equipment and facilities as TENANT deems necessary and appropriate for its operations on the Site.
- 3. Lease.** Subject to the conditions in Section 1, TENANT hereby leases from OWNER, and OWNER hereby leases to TENANT, the Site, together with the non-exclusive right to use all existing roads over or connecting to the property. TENANT acknowledges that this lease is not exclusive.
- 4. Term & Termination.** The Term of the Lease shall begin on _____, 2013. The initial lease term will be ten (10) years, on the condition that within 60 days prior to _____ 1st of each annual term, TENANT provides to OWNER a reasonably complete written report of activities at the Site during the prior year and proposed activities for the following year. If

OWNER approves of such activities in its sole discretion, it shall consent to the next following Lease year. If OWNER does not consent to TENANT's proposed activities for the following Lease year, this Lease shall terminate upon expiration of the then-current Lease year and neither party shall have any further obligation hereunder to the other. OWNER's consent shall be granted promptly and may not be withheld unreasonably. Consistent with Section 12, OWNER may terminate this Lease for a breach by Tenant of any of its commitments herein, which breach is not cured to the satisfaction of OWNER following 20 days written notice by OWNER to TENANT.

5. **Rent.** TENANT shall pay, as rent for each year of the lease, the sum of, _____ Dollars (\$ __,000.00), in advance or before the tenth of each _____.

6. **Use of Site & Access.** TENANT shall have the right, at TENANT'S expense, to use the Site for _____ purposes and for the purpose of constructing, inspecting, installation, maintenance, operating and replacing **TENANT'S Facilities**. TENANT agrees that it shall allow only its authorized personnel or persons under its direct supervision to enter the Site. OWNER agrees that TENANT shall not be responsible for keeping anyone other than TENANT'S authorized personnel or persons under TENANT'S direct supervision from entering onto the Site.

7. **Non-interference.** The installation and operation of TENANT'S equipment shall in no way interfere with or damage the proper use or operation of existing equipment of OWNER or any other parties currently leasing from OWNER. Should such interference or damage occur, the equipment causing the interference shall be removed or changed immediately upon demand by OWNER. All expenses related thereto shall be borne by the TENANT.

8. **Maintenance.** TENANT agrees to keep the equipment and TENANT Facilities in good, safe and adequate condition and pleasing appearance.

9. **Legal Compliance.** TENANT shall comply with the valid requirements of all federal, state or local governmental unit or agency, now in force or which may hereafter be in force, controlling or regulating the use of the Site by TENANT, including without limitation all requirements relating to the use, presence, storage, or release of any hazardous material as the same may be defined in such requirement.

10. **Removal-Surrender.** Upon expiration of the Term of this Lease, TENANT shall surrender the Site to OWNER in substantially the same condition as of the date of execution of this Lease. TENANT shall remove within 20 calendar days of such expiration any and all of TENANT'S Facilities. Any area disturbed by such removal shall be promptly returned to substantially the same condition prior to such removal. TENANT'S Facilities remaining upon the Site after such 20-day period shall, solely at the option of OWNER, automatically become the property of OWNER, or may be removed by OWNER at the expense of TENANT. TENANT shall be liable to and indemnify OWNER for any damage arising from

the removal of TENANT'S Facilities or any portion thereof and for the costs and expense of such removal. TENANT waives any and all claims against OWNER for damage to TENANT resulting from OWNER's retention or disposition of any such personal property. Any holdover by TENANT after any termination of this Lease shall create no more than a month-to-month tenancy at the rent and on all other applicable provisions hereof. The rights and obligations under this Paragraph shall survive the termination of this Lease.

11. Assignment-Subleasing. TENANT may not assign or sublease this Lease or any of its rights and obligations hereunder, without the prior written consent of OWNER, which may be granted in the reasonable discretion of OWNER.

12. Default. If TENANT shall fail to pay any sum required by this Lease to be paid to OWNER at the times or in the manner provided under this Lease or otherwise, or if a petition in bankruptcy is filed by or against TENANT, or if TENANT be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on TENANT'S part agreed to be performed, besides other rights or remedies OWNER may have, if such failure shall continue for a period of (20) days after written notice thereof has been given by OWNER, then OWNER may either terminate this Lease, or reenter the Site by summary proceedings or otherwise, remove all persons and property from the Site without liability to any person for damages sustained by reason of such removal. TENANT shall remain liable for any sums owed by TENANT to OWNER in this Lease, plus the reasonable costs of obtaining possession of the Site. No such reentry or taking possession of the Site by OWNER shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to TENANT, or unless a court of competent jurisdiction thereof decrees termination. Should OWNER at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from TENANT all damages it may incur by reason of breach, including but not limited to the cost of recovering the Site and the rent owing for the remainder of the Term. All remedies herein conferred upon OWNER shall be cumulative and no one exclusive of any other remedy conferred herein or by law. Upon such default and failure to cure, in addition to the other remedies provided for hereunder, OWNER shall have the right, exercisable in its sole discretion, to either (a) retain possession of all improvements or fixtures placed upon, attached to, or made part of the Site by TENANT, or (b) cause them to be removed and the Site returned to its original state at TENANT'S sole cost and expense.

13. Notices. Any notice hereunder shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail registered or certified with return receipt requested, postage or charges prepaid, and addressed to the party for whom intended at such party's address set forth below, or at such other address as such party may have substituted therefore by proper notice to the other.

If to TENANT:

JH ESP

If to OWNER:

G6, LLC
Dennis Lamb
1900 Buck Rail Drive

14. **Indemnity.** TENANT shall indemnify and defend OWNER against and hold OWNER harmless from any and all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorney's and legal assistant's fees and disbursements (collectively, "**Damages**"), directly arising from or related to: (a) any use or occupancy of the Site and improvements thereon by TENANT or TENANT'S agents; or (b) any condition of TENANT'S Facilities; or (c) any default in the performance of TENANT'S obligations hereunder; or (d) any damage to any property or any bodily or personal injury, illness or death of any person occurring in, on or about the Site, improvements, or any part thereof, or (e) failure of TENANT to comply with its noninterference commitments herein, to the extent the same is caused by TENANT'S or TENANT'S agents' use or occupancy of the Site. Notwithstanding any of the foregoing, TENANT shall not have any indemnification or related obligations under this Section 14 with respect to any Damages resulting from the negligence or willful misconduct of OWNER or resulting from the use of the Site (or adjacent property) by other users or tenants of the Site or adjacent property. The foregoing indemnity shall include, but shall not be limited to, TENANT'S obligation to indemnify and hold OWNER harmless from both the requirement of performing and/or the cost of performing cleanup of contamination, if any, arising from TENANT'S use of the Site, when such cleanup is ordered by any federal, state or local governmental unit or agency and TENANT commits to promptly and satisfactorily perform such cleanup. The rights and obligations under this Paragraph shall survive the termination of this Lease.

15. **Insurance.** TENANT shall, at its expense, procure and maintain during the Term commercial general public liability insurance with coverage and in amounts that prudent owners and operators of properties similar to the Site would obtain, with a minimum of at least One Million (\$1,000,000) Dollars per occurrence, insuring TENANT, and OWNER as an additional insured, against loss or liability caused by or connected with TENANT'S occupation and use of the Site under this Lease; provided, however, that TENANT'S total insurance obligations under this Lease shall not in any event exceed Two Million (\$2,000,000) Dollars in the aggregate. Such policy shall expressly provide that the policy

shall not be canceled or altered without thirty (30) days' prior written notice to OWNER and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to OWNER and such period of thirty (30) days shall have expired. TENANT shall deliver a certificate of insurance to OWNER upon execution of this Lease. TENANT'S purchase of appropriate insurance coverage or the furnishing of the certificate or policy shall not release TENANT from its obligations or liabilities hereunder.

16. Subordination. This Lease shall be subordinate to any mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Site and to any advances made on the security of it or OWNER's interest in it, and to all renewals, modifications, consolidations, replacements and extensions of it. In the event any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, TENANT's rights shall be subject to the rights of the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure, and in connection thereto, TENANT agrees to execute any documents in form and substance reasonably acceptable to OWNER, required to effectuate the subordination, to make this lease subordinate to the lien of any mortgage or deed of trust or to evidence the attornment.

17. Waiver. Any of the terms or conditions of this Lease may be waived at any time and from time to time, in writing, by both parties; provided, however, that except as otherwise specifically provided in this Lease, no failure or delay on the part of either party in exercising any of their respective rights hereunder upon any failure by the other party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. No waiver or release of any of the terms, conditions, or provisions of this Lease shall be valid or asserted or relied upon by either party hereto or offered in any judicial proceeding or otherwise, unless the same is in writing, and duly executed by both parties.

18. Restriction on Liens. TENANT shall not permit to be enforced against the Site any mechanic's, materialmen's, contractor's or sub-contractor's lien on the Site arising from any work of improvement or construction made by or on behalf of TENANT, subject to the right to contest liens in good faith by appropriate proceedings.

19. Taxes and Assessments. OWNER shall pay all real property taxes and assessments levied on the Site. TENANT will be responsible for any personal property taxes on TENANT'S improvements and personal property on the Site.

20. Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Lease or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Lease and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

21. Attorneys' Fees. In the event of a default by either party in the performance of such party's obligations hereunder, the non-defaulting party shall be entitled to recover all costs and expenses incurred as a result thereof, including reasonable attorney's and legal assistant's fees, whether suit is brought or not. If an action shall be brought to recover any rents due hereunder, or on account of any breach of, or to enforce or interpret any of, the terms, covenants or conditions of this Lease, or for the recovery or possession of the Site, the prevailing party shall be awarded from the other party, as part of the prevailing party's cost, reasonable attorney's and/or legal assistant's fees, the amount of which shall be made a part of any judgment rendered.

22. Captions. The captions in this Lease are used for convenience only, and they in no way define, limit or prescribe the scope or intent of this Lease or any provisions thereof.

23. Interpretation. Each of the parties hereby waives any provisions of law to the effect that an ambiguity in a contract or agreement should be interpreted against the party that drafted the contract, agreement or instrument. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense so requires.

24. Entirety-Execution-Succession. This Lease between OWNER and TENANT supersedes all prior representations and agreements, and constitutes the entire agreement between TENANT and OWNER concerning the leasing of the Site and the consideration therefore. Neither this Lease nor any agreement amending, supplementing or terminating this Lease shall be binding on either party unless and until it is signed by each party's duly authorized representative. This Lease shall bind and inure to the benefit of the authorized successors and assigns of TENANT, and the successors and assigns of OWNER.

25. Governing Law, Jurisdiction & Venue: This Lease shall be governed by and construed according to the laws of the State of Wyoming without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wyoming, with jurisdiction and venue in the applicable courts of Teton County.

26. Independent Status. TENANT is an independent corporation not affiliated in any way with the business of OWNER. TENANT is not an employee of or joint venture with OWNER. No provision of this Agreement, use of OWNER equipment or access to OWNER facilities, shall be construed to constitute an employment or joint venture arrangement between TENANT and OWNER.

EXECUTED as of the date first written above.

OWNER:
G6, LLC

By: _____

Name: Dennis Lamb

Title: _____

TENANT:

Jackson Hole Energy Sustainability Project
(Joint Powers Board)

By: _____

Name: _____

Its: _____

See attached Site Map
"Exhibit A"

REVENUE RECAPTURE PLAN

A portion of the revenue generated by the Public Access CNG fueling station will be recaptured by the Jackson Hole Energy Sustainability Project. CNG is sold on an equivalent energy-by-volume compared to gasoline, in a unit of measure defined as a Gasoline Gallon Equivalent (GGE). The station will collect a per GGE fee to be repaid to the JHESP and used to further grow the local economy surrounding CNG as a transportation fuel. This fee of \$.10 per GGE will be paid to the Jackson Hole Energy Sustainability Project in monthly installments, in arrears, and will be documented in the lease agreement for the facility as well as the contingency development agreement. Recapture will begin six months after station completion in order develop base load fuel demand in the community. It is anticipated that it will take several years for the station to achieve an effective base load of 60% of probable daily maximum flow (1,440 GGE/day) or ~864 GGE/Day. This 'ramp-up' in flow is reflected in the Revenue Recapture Stream over the course of the initial five years of operation. Following this five-year ramp-up the Recapture Plan conservatively estimates 3% annual increase in load.

Below is a table illustrating the revenue streams:

Year One			Year Two			Year Three		
		GGE			GGE			GGE
6 months after Opening			Month 1	\$430.49	143	Month 1	\$796.67	266
Month 7	\$300.63	100	Month 2	\$453.15	151	Month 2	\$838.60	280
Month 8	\$316.45	105	Month 3	\$477.00	159	Month 3	\$882.74	294
Month 9	\$333.10	111	Month 4	\$502.10	167	Month 4	\$929.20	310
Month 10	\$350.64	117	Month 5	\$528.53	176	Month 5	\$978.10	326
Month 11	\$369.09	123	Month 6	\$556.34	185	Month 6	\$1,029.58	343
Month 12	\$388.52	130	Month 7	\$585.62	195	Month 7	\$1,083.77	361
	\$408.96	136	Month 8	\$616.45	205	Month 8	\$1,140.81	380
			Month 9	\$648.89	216	Month 9	\$1,200.85	400
			Month 10	\$683.04	228	Month 10	\$1,264.05	421
			Month 11	\$718.99	240	Month 11	\$1,330.58	444
			Month 12	\$756.84	252	Month 12	\$1,400.61	467

Year 4			Year 5			Year 6		
		GGE			GGE			GGE
Month 1	\$1,474.33	491	Month 1	\$2,669.76	890	Month 1	\$2,749.85	917
Month 2	\$1,551.93	517	Month 2	\$2,669.76	890	Month 2	\$2,749.85	917
Month 3	\$1,633.61	545	Month 3	\$2,669.76	890	Month 3	\$2,749.85	917
Month 4	\$1,719.59	573	Month 4	\$2,669.76	890	Month 4	\$2,749.85	917
Month 5	\$1,810.09	603	Month 5	\$2,669.76	890	Month 5	\$2,749.85	917
Month 6	\$1,905.36	635	Month 6	\$2,669.76	890	Month 6	\$2,749.85	917
Month 7	\$2,005.64	669	Month 7	\$2,669.76	890	Month 7	\$2,749.85	917
Month 8	\$2,111.20	704	Month 8	\$2,669.76	890	Month 8	\$2,749.85	917

Month 9	\$2,222.32	741
Month 10	\$2,339.28	780
Month 11	\$2,462.40	821
Month 12	\$2,592.00	864
Year 7		GGE
Month 1	\$2,832.35	944
Month 2	\$2,832.35	944
Month 3	\$2,832.35	944
Month 4	\$2,832.35	944
Month 5	\$2,832.35	944
Month 6	\$2,832.35	944
Month 7	\$2,832.35	944
Month 8	\$2,832.35	944
Month 9	\$2,832.35	944
Month 10	\$2,832.35	944
Month 11	\$2,832.35	944
Month 12	\$2,832.35	944
Year 10		GGE
Month 1	\$3,094.98	1032
Month 2	\$3,094.98	1032
Month 3	\$3,094.98	1032
Month 4	\$3,094.98	1032
Month 5	\$3,094.98	1032
Month 6	\$3,094.98	1032
Month 7	\$3,094.98	1032
Month 8	\$3,094.98	1032
Month 9	\$3,094.98	1032
Month 10	\$3,094.98	1032
Month 11	\$3,094.98	1032
Month 12	\$3,094.98	1032
Summer Total		

Month 9	\$2,669.76	890
Month 10	\$2,669.76	890
Month 11	\$2,669.76	890
Month 12	\$2,669.76	890
Year 8		GGE
Month 1	\$2,917.32	972
Month 2	\$2,917.32	972
Month 3	\$2,917.32	972
Month 4	\$2,917.32	972
Month 5	\$2,917.32	972
Month 6	\$2,917.32	972
Month 7	\$2,917.32	972
Month 8	\$2,917.32	972
Month 9	\$2,917.32	972
Month 10	\$2,917.32	972
Month 11	\$2,917.32	972
Month 12	\$2,917.32	972

Month 9	\$2,749.85	917
Month 10	\$2,749.85	917
Month 11	\$2,749.85	917
Month 12	\$2,749.85	917
Year 9		GGE
Month 1	\$3,004.84	1002
Month 2	\$3,004.84	1002
Month 3	\$3,004.84	1002
Month 4	\$3,004.84	1002
Month 5	\$3,004.84	1002
Month 6	\$3,004.84	1002
Month 7	\$3,004.84	1002
Month 8	\$3,004.84	1002
Month 9	\$3,004.84	1002
Month 10	\$3,004.84	1002
Month 11	\$3,004.84	1002
Month 12	\$3,004.84	1002

The funds will be deposited into a special fund set aside for community development and will be utilized for economic development initiatives including, but not limited to:

- Setting the funds aside to use as match funds for future grant applications.
- Applying the funds towards worthy economic and business development events or projects in the community.
- Utilizing a portion of the funds to dedicate staff time associated with community development and business development activities and events.
- Public outreach related to market development of CNG as a transportation fuel.

- Dedicating funds towards local organizations whose primary goal is either economic and business development or study and analysis of economic development in our community.
- Ancillary additional uses of funds for minor initiatives related to economic development.

Prioritization and Partnerships for the above referenced uses of recaptured revenues are as follows:

Matching Funds for Future Grants or Loans -The JHESP will continue to identify development and business development projects that meet WBC grant criteria and align with the JHESP mission. In addition, other funding opportunities through local, state and federal bodies often require a local match, some projects will be able to generate their own matching funds but others may require supplementation from the JHESP. A fund for this purpose would allow the JHESP to use funds for future grants or loans and leverage the initial investment from the WBC towards greater economic and community benefit. This allows the JHESP to be better prepared to assist applicants in the future and creates a method to reuse the funds for business development purposes.

Trainings and Seminars - There is demonstrated interest in utilizing CNG as a transportation fuel in Teton County, WY. JHESP will partner the Wyoming Natural Gas Vehicle and Infrastructure Coalition (WYNGVI) to provide general outreach to the public on natural gas as a transportation fuel and to provide a challenge match for professionals pursuing the necessary technical credentials to complete work including vehicle maintenance, vehicle conversion, tank inspections and facilities maintenance and planning.

Northwest Regional Chair for WYNGVI, Yellowstone-Teton Clean Energy Coalition, has extensive experience partnering with WYNGVI member Teton Conservation District to provide a range of alternative fuels outreach events. By supporting this continued collaboration, JHESP will help offer workshops to fleet supervisors, maintenance technicians, facilities managers, fuel purchasers, elected officials and the general public. Through the Clean Cities Learning program, YTCEC is trained to administer the National Alternative Fuels Training Consortium's Petroleum Reduction Technologies curriculum. The curriculum provides the foundation from which to educate a diverse audience and to identify key opportunities for more advanced training that would advance the use of alternative fuels.

According to their website: 'The National Alternative Fuel Training Consortium (NAFTC) includes: educational institutions; fuel providers; equipment and parts manufacturers; industry; federal and state agencies; and professional, educational and training associations. This Consortium operates through a network of National Training Centers (NTCs) and Associate Training Centers (ATCs) throughout the United States. Thousands of technicians have been trained from hundreds of industry, academic, and governmental organizations. The US Postal Service, the US Air Force, Clean Cities Programs, and private fleets are users of training materials from the Consortium. '

Further Background on the NAFTC:

'The National Alternative Fuels Training Consortium (NAFTC) is a pioneer and national leader in developing, managing, and promoting programs and activities that desire to cure America's addiction to oil, lead to energy independence, and encourage the greater use of cleaner transportation. The NAFTC is the only nationwide alternative fuel vehicle and advanced technology vehicle training organization in the United States. It is our mission

to provide the training infrastructure for implementing widespread use of alternative fuels, alternative fuel vehicles (AFVs), and advanced technology vehicles, in an effort to increase our nation's energy security and improve our air quality by reducing greenhouse gas emissions from our transportation system.'

- National Alternative Fuels Training Consortium
<http://www.naftc.wvu.edu/>

Western Wyoming Community College is Wyoming's lone Associate Training Center, providing alternative fuel vehicle coursework and certification from a National Institute in Automotive Service Excellence (ASE) certified instructor. ASE is the benchmark certifying body for professional mechanics. More than 350,000 professional mechanics currently hold ASE certifications. Funds would be used as challenge match for professionally mechanics pursuing these certifications.

Program background and relevant coursework provided at WWCC through the ASE and NAFTC credentials are included below:

Automotive

The Automotive Technology program provides courses for those who want to prepare for automotive mechanics positions. There are three program options: the 64 credit hour program leading to an Associate of Applied Science Degree, the 32 credit hour program leading to a one-year certificate, or the 39 credit hour Alternative Fuel Vehicle Technology Certificate. The student who completes any of these options will be able to operate front end and diagnostic equipment and repair automatic or manual transmissions, automotive brakes, air-conditioning systems and engines.

Relevant Course Descriptions

AFVT 1500 INTRO TO ALTERNATIVE FUEL VEHICLES

This course will introduce students to the many different types of alternative fuel vehicles that exist today. Most of the time will be spent learning the basic function and service of modern clean diesel, hybrid/electric, and CNG powered light-duty cars and trucks. Other topics covered will be alternative fuels such as ethanol and bio-diesel, as well as some technologies that might have a future role in transportation such as electric vehicles, and hydrogen fuel cell powered vehicles.

AFVT 1620 NATURAL GAS VEHICLE FUEL SYSTEMS

Natural gas powered vehicles have been in use for some time now and this course will give students the foundation needed to properly service and repair these high-pressure fuel systems. System components such as high-pressure tanks, valves, and regulators, and the service and repair of these items, as well as how these things tie into the injection system for the gaseous fuel, will be covered in detail. Differences between compressed natural gas systems (CNG), and liquefied natural gas systems (LNG) will also be discussed, as well as the differences between bi-fuel controls and dedicated CNG controls.

Staff Time Associated with CNG related Community Development and Business Development Activities and Education. An important allocation of funding would be to offset costs associated with staff time spent working on economic development and business development activities in the community including special event processing, planning projects associated with economic development and community development, grant and loan documentation associated with community development projects, expanding business opportunities for local entrepreneurs, promoting trade events, and working cooperatively with organizations in the community such as the Teton Conservation District, Yellowstone-Teton Clean Energy Coalition, local vehicle dealers and service centers, the Chamber of Commerce, and others.

OFFICE OF THE
COUNTY AND PROSECUTING ATTORNEY
TETON COUNTY, WYOMING
STEPHEN E. WEICHMAN, COUNTY AND PROSECUTING ATTORNEY

CRIMINAL DIVISION
BRIAN E. HULTMAN, CHIEF DEPUTY
CLARK C. ALLAN

CIVIL DIVISION
KEITH M. GINGERY, CHIEF DEPUTY
NICOLE G. KRIEGER



TELEPHONE 307.732.8611
FAX 307.733.2857
E-MAIL KMGINGERY@WYOMING.COM

August 29, 2011

Sherry Daigle
Teton County Clerk

Roxanne Devries Robinson
Jackson Town Clerk

Max Maxfield
Wyoming Secretary of State

*re: Certificate of Organization for the Jackson Hole Energy Sustainability Project
Joint Power Board*

Dear Secretary Maxfield, Clerk Daigle, and Clerk Robinson:

On August 26, 2011 the Jackson Hole Energy Sustainability Project Joint Power Board met and duly organized as a Joint Power Board. Pursuant to Wyoming Statute §16-1-106(b), the board met and duly elected from its membership a chairman, vice-chairman, treasurer, and secretary. This Certificate of Organization hereby notifies the participating agencies, the Town of Jackson and Teton County, and also notifies the Secretary of State and County Clerk of the board's organization.

Pursuant to Wyoming Statute §16-1-106(b), upon notification of the participating agencies and filing of this Certificate of Organization with the County Clerk and Secretary of State, the Joint Power Board is a body corporate and politic, and a public corporation with the power to sue and be sued.

The members of the Jackson Hole Energy Sustainability Project Joint Powers Board voted in an open meeting and duly elected the following officers:

RECEIVED
AUG 31 2011
SECRETARY OF STATE
WYOMING

August 29, 2011

Page 2 of 2

Chairman Hon. Mark Barron, Mayor
 Town of Jackson

Vice-Chairman Ted Ladd, Board Member
 Lower Valley Energy

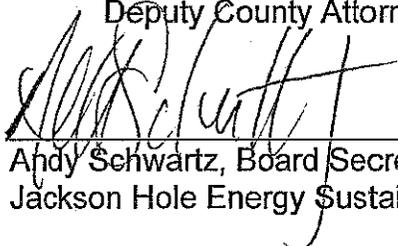
Treasurer Bob McLaurin, Town Administrator
 Town of Jackson

Secretary Hon. Andy Schwartz, Commissioner
 Teton County Board of County Commissioners

Sincerely,

Keith Gingery
Deputy County Attorney

Affirmed and Approved:



Andy Schwartz, Board Secretary
Jackson Hole Energy Sustainability Project JPB

**THE TOWN OF JACKSON AND TETON COUNTY AGREEMENT
ESTABLISHING THE JACKSON HOLE ENERGY SUSTAINABILITY
PROJECT JOINT POWERS BOARD**

This agreement is made and entered into to be effective as of the 15th day of August, 2011, by and between the Town of Jackson, Wyoming, a Municipal Corporation of the State of Wyoming, hereinafter referred to as "Town", and Teton County, Wyoming, a duly organized county of the State of Wyoming, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Wyoming Statute §16-1-106 allows for an agreement between two (2) governmental entities to create a joint powers board to conduct a joint or cooperative undertaking; and

WHEREAS, the Town and County have pledged to jointly seek solutions to energy challenges and to support time and efforts on behalf of the three organizations involved in the project; and

WHEREAS, the leadership of Teton County and the Town of Jackson have expressed their desire and made numerous decisions for protection, preservation and continuation of the quality of life for themselves and future generations; and

WHEREAS, Teton County and the Town of Jackson are expected to see higher energy costs as new resources are acquired by Lower Valley Energy, hereinafter referred to as "LVE," to meet increases in the demand for energy; and

WHEREAS, an opportunity exists to make Teton County and the Town of Jackson leaders in energy efficiency, energy innovation, local energy generation and use of alternative fuels for transportation and to transform the community into a model for economic sustainability, energy cost savings, energy conservation.

NOW THEREFORE, it is hereby resolved by the Jackson Town Council and the Teton County Board of County Commissioners in separate meetings duly assembled, and in consideration of the foregoing and of the cooperation to be had between the parties and the performance of the promises contained herein, and the parties hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to jointly create and establish a Joint Powers Board for energy conservation and renewable energy, (hereinafter referred to as the Board). The Board shall be a body corporate and politic, and a public corporation with power to sue and be sued.

2. **Duration.** This agreement shall commence on the date of approval by the Wyoming Attorney General, following the adoption and approval of this agreement by both parties hereto, and shall continue until such time as it is dissolved by either party.

3. **Name.** This agreement creates the Jackson Hole Energy Sustainability Project Joint Power Board.

4. **Board Composition.** The Board shall consist of nine (9) voting members all of whom shall be qualified electors of Wyoming. The Jackson Town Council shall appoint two members that are town councilpersons, a town employee and/or the Mayor; and the Town Council shall also appoint one community member to serve on the board. The Teton County Board of County Commissioners shall appoint two members that are Commissioners and/or a county employee and one community member to serve on the board. The Town and County shall jointly appoint two members that are either employees or board members of Lower Valley Energy, and the town and county shall jointly appoint a community member. The Board shall elect a Chairman, Vice-Chairman, Secretary and Treasurer for 1 year terms. Vacancies for unexpired terms of appointees shall be filled by their respective appointing entity. No individual member of the board shall be personally liable for any actions or procedure of the board. When actually engaged in the performance of their duties, members of the board shall receive no compensation but may be reimbursed for travel and per diem expenses as provided to state employees and as approved by the board. All members shall serve 3 year terms. For the initial term the three (3) community members shall serve 3 year terms. Of the remaining six (6) members, three (3) of the members shall serve an initial term of

9. **Auditor Recommendations.** The Parties intend to abide by all recommendations of their auditors. Recommendation of the parties' auditors proposed after the date hereof shall be deemed incorporated herein as they may be made from time to time. The Board shall hire the same firm used by either Teton County or the Town of Jackson to do all audits. The annual audit shall be delivered to the County and Town within 10 days of receipt by the Board.

10. **Methods of Operation.** The Board shall not have employees but may engage through professional and service contracts for technical, legal, research, and consulting services. In the performance of its duties the Board may utilize the services of any officer or employee of the Town or County with the approval of the Town Council, Board of County Commissioners, or elected County official depending on the assistance needed. Property which is solely owned by the Town shall be insured by the Town. Any property in which the County has an ownership interest shall be insured by the County.

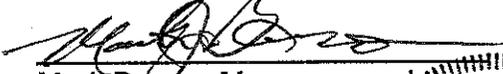
11. **Executive Director.** The Board may contract with an executive director to support the Board in defining and carrying out the goals and objectives, manage projects, coordinate programs and events with a focus on community engagement and public outreach, develop partnerships, manage processes, analyze and report financial data, and assist with strategic planning. The executive director shall serve as an independent contractor.

12. **Termination or Extension of Agreement.** This agreement may be terminated by the resolution of either the Board of County Commissioners of Teton County, Wyoming, or the Town Council of the Town of Jackson, Wyoming duly adopted; provided, however, that neither party shall be permitted to terminate this agreement or its obligations hereunder if said termination, or the manner of termination, constitutes a breach of any contract for the purpose, lease, use or hiring of any facilities, property or services pursuant hereto. Upon such termination, all properties belonging to one of the agencies which provided the property as hereinabove designated, shall revert to and be the sole and separate property of that agency.

13. Prior Agreements. This agreement shall supersede any and all prior agreements between the parties hereto with respect to the energy sustainability project and all such related facilities, and any such prior agreements are hereby rescinded and rendered null and void. This agreement contains the entire agreement between the parties concerning the establishment of a separate entity as hereinabove contemplated for the travel and tourism board hereinabove described.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year indicated, but to be effective as of the day and year above written.

TOWN OF JACKSON, WYOMING



Mark Barron, Mayor

July 12, 2011

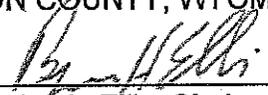
Attest:
By:



Roxanne DeVries Robinson, Town Clerk

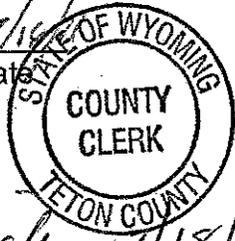


BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING

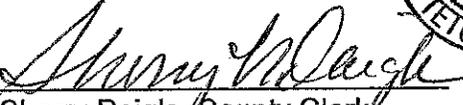


Benjamin Ellis, Chair

7/18/11
date



Attest:
By:



Sherry Daigle, County Clerk

7/18/11

2 years and three (3) of the members shall serve an initial term of 1 year, being evenly divided between the Town, County, and Lower Valley Energy. The appointing bodies shall decide which member is serving an initial term of 1 year and 2 years.

5. **Removal.** Any community member appointed may be removed with or without cause or notice by the entity that appointed that particular community member.

6. **Powers and Duties of the Board.** The Board shall:

(a) Promptly following appointment of its members, the board shall meet and organize. The Secretary of the Board shall notify the Town of Jackson Clerk and the Teton County Clerk of the Board's organization and shall file a certificate with the Teton County Clerk and the Secretary of State showing its organization. Upon filing of the certificate with the Teton County Clerk and the Secretary of State the board shall automatically become a body corporate and politic, and a public corporation with power to sue and be sued.

(b) The Board shall meet at least once every three (3) months at the call of the chairman or within five (5) days after an oral or written request of a majority of the board members.

7. **Ownership of Facilities.** The Town and County shall each be deemed to own a one-half (1/2) undivided interest in equipment and facilities. Future acquisitions of property must be designated as co-owned by the Town and County or as solely owned by either the Town or County at the time of its acquisition. If property is not designated at its time of acquisition, the default shall be sole ownership by the respective Party. The Town and County shall jointly operate and maintain any facilities.

8. **Financing and Budget.**

(a) **Fiscal Manager.** The Board shall contract with a fiscal manager.

(b) **Investment.** Investment of idle funds must be done in compliance with the Board adopted investment policy and Wyoming Statutes.

(c) **Attorney.** The Teton County Attorney's Office shall serve as legal counsel to the Board.

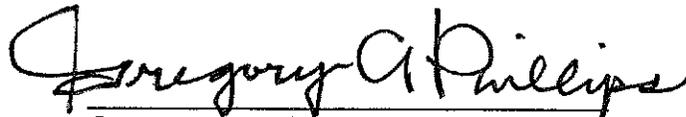
(d) **Budget Approval.** The Budget shall be reviewed and approved by the Town Council and the Board of County Commissioners. The Board shall submit their proposed budget to the parties no later than May 15 of every year.

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Town of Jackson and Teton County Agreement Establishing the Jackson Hole Energy Sustainability Project Joint Powers Board and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

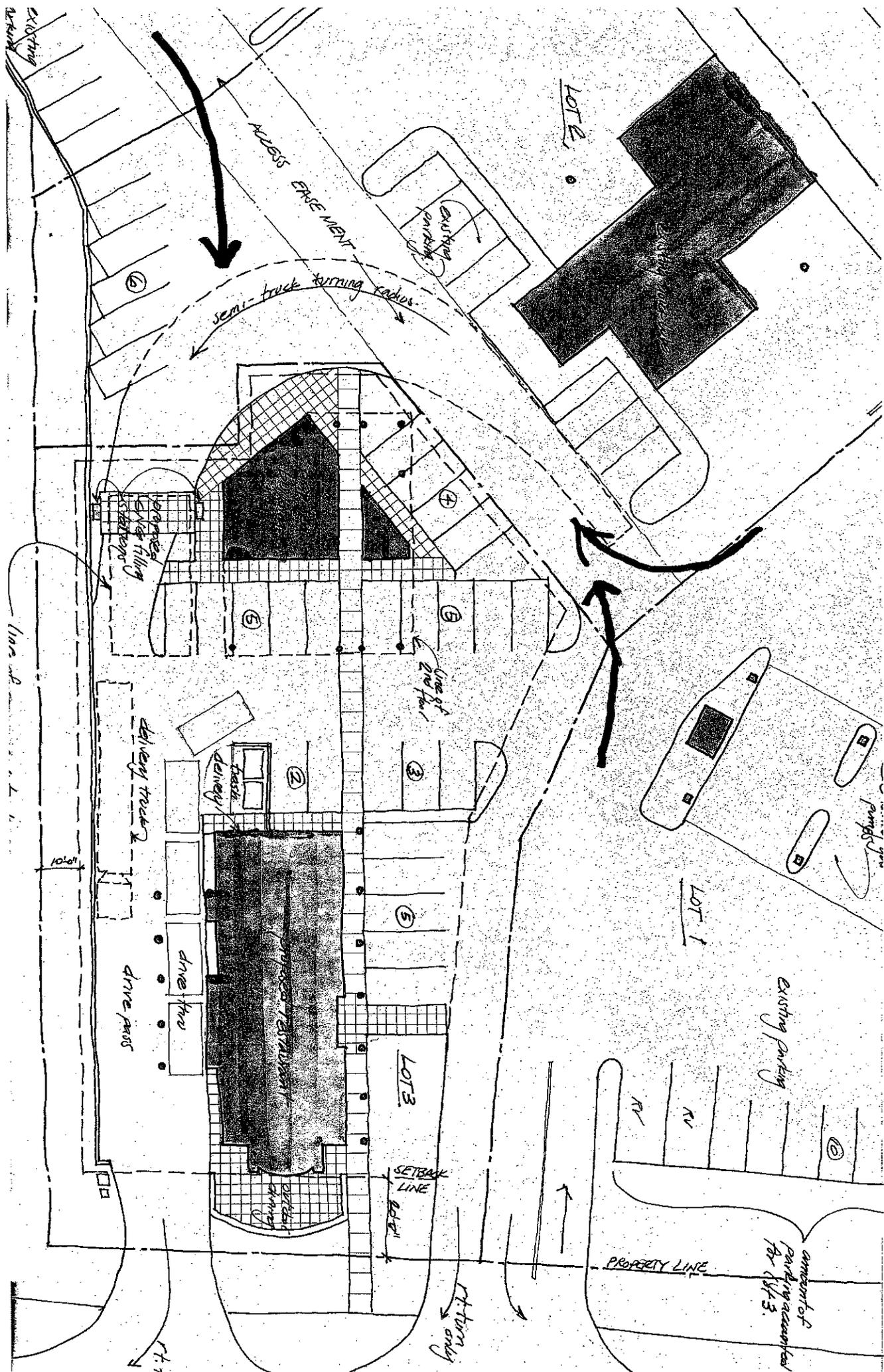
Approved this 15th day of August, 2011.

ATTORNEY GENERAL



Gregory A. Phillips





existing driveway

ACCESS EREMENT

semi-truck turning radius

LOT 4

existing parking

①

⑦

garage
driveway
driveway

⑤

③

line of 2nd floor

②

③

driveway truck

driveway truck

drive pass

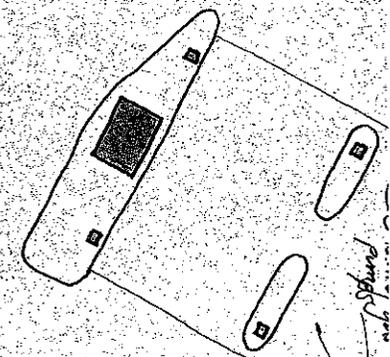
drive thru

⑤

LOT 3

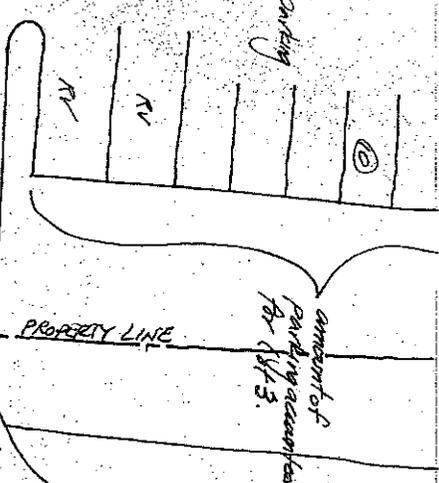
SETBACK LINE 8'-0"

return only



LOT 1

existing parking



PROPERTY LINE

concept of parking accounted for RFP 3

• Public Notices •

NOTICE OF PUBLIC HEARING 2013 COMMUNITY
READINESS GRANT AND LOAN PROGRAM
APPLICATION

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the 2013 Community Readiness Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects such as the purchase of land, telecommunications infrastructure, rights of way, airports, sewer and water projects, roads, or facilities for labor force or entrepreneurial training. The rules governing the Community Readiness Grant and Loan Application are available through the Wyoming Business Council or <http://www.wyomingbusiness.org>.

The Jackson Hole Energy Sustainability Project intends to submit of an application for a Community Readiness Grant for infrastructure and equipment necessary to properly operate a Compressed Natural Gas fueling station, and is seeking citizen input regarding this project. Those wishing to comment on this project are encouraged to attend a public hearing on this subject on Wednesday, February 20th, at 10:30 A.M. in the Council Chambers of the Town Hall located at 150 East Pearl Avenue. The staff report, the draft application and any draft attachments will be available on the Town website, www.townofjackson.com, or in hard copy, by 4:00 P.M. February 15th, 2013. Citizens can also submit written comments to:

Shelley Simonton
Executive Director
Jackson Hole Energy Sustainability Project
P.O. Box 572
Jackson, WY 83001
Or
ssimonton@lvenergy.com

All written comments must be received no later than 12:00 Noon on February 15th, 2013. The Jackson Hole Energy Sustainability Project will take all comments made at the public hearing and written comments submitted on or before the deadline into consideration before considering a resolution in support of submitting an application for a 2013 Community Readiness Grant.

Publish: 02/13/13.

Continued on page 22

**JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS
MEETING**

JANUARY 14, 2013

JACKSON, WYOMING

The Jackson Town Council met in conjunction with County Commissioners in special Town Council session in the Council Chambers of the Town Hall at 150 East Pearl at 3:04 P.M. Upon roll call the following were found to be present:

MAYOR & COUNCIL: Mark Barron, Bob Lenz, Jim Stanford, and Hailey Morton
CHAIRMAN AND COMMISSIONERS: Paul Vogelheim, Ben Ellis, Barbara Allen, Melissa Turley, and Hank Phibbs
STAFF: Bob McLaurin, Steve Foster, Roxanne DeVries Robinson, Sherry Daigle, Steve Ashworth, Jeff Daugherty, Michael Wackerly, Olivia Goodale, Brian Schilling, Audrey Cohen-Davis, and Sandy Birdyshaw

Mayor Barron congratulated the new County Commissioner Chair Paul Vogelheim and newly elected County Commissioners Melissa Turley and Barbara Allen.

Appointments to START Board. A motion was made by Bob Lenz and seconded by Hailey Morton to reappoint Matt Faupel and George Erb to the START Board for a term of three years. Mayor Barron called for the vote. The vote showed all in favor. The motion carried on behalf of the Town Council. A motion was made by Ben Ellis and seconded by Melissa Turley to reappoint Matt Faupel and George Erb to the START Board for a term of three years. Chairman Vogelheim called for the vote. The vote showed all in favor. The motion carried on behalf of the County Commission.

Update and Introduction from NRTAB. Hank Phibbs reported on the status of the vegetation mapping project, new NRTAB member Patrick Wright, the initial results of the project, the benefits of vegetation mapping, and coordinating with the County Planning Department. Tom Segerstrom, representing NRTAB, made public comment regarding the status of vegetation mapping project and next steps, the need to ground truth on linear riparian areas, the intended use of vegetation mapping once the task is completed, landscape scale key habitat features, researching methods to track habitat changes, next steps, transitioning from the current information to policy documents and related timeline, and the role of the Planning Department. Jeff Daugherty made staff comment regarding the timing of the Land Development Regulations updates as it relates to the timeline of the vegetation mapping task. Hank Phibbs introduced NRTAB members Mike Brennan and Patrick Wright. No action was taken.

Consideration of Contract Amendment for WY22 West Segment Design Contract with Nelson Engineering and Consideration of Contract Amendment for WY22 East Segment Design Contract with Jorgensen Associates. Brian Schilling made staff comment regarding the three segments of the pathway, past contract approvals, the additional consultant work completed which needs to be addressed in the amendments, the additional fiscal impact of the

amendments, a bridge lighting plan and related functionality and safety considerations, tunnels being the only lit portions of the current pathway system, next steps, the need to wear a headlight while using the pathways in the dark, the bridge railing height, and including a lighting plan in the bid documents. Sandy Buckstaff, representing Nelson Engineering, made public comment regarding the width of the bridge, lighting options, and designing the handrail to accommodate the installation of lighting in the future.

Discussion followed regarding the lighting plan on the bridge and associated fiscal impact, historic joint approvals relating to the pathways, postponing the lighting plan discussion to another date, safety considerations surrounding lighting the bridge, designing a handrail to accommodate the installation of lighting in the future, the height of the railing on the bridge, and the pros and cons of lighting the bridge. A motion was made by Ben Ellis and seconded by Melissa Turley to approve Amendment No. 2 to the Owner-Engineer agreement with Nelson Engineering for the WY22 Pathway West Segment design for a total contract amount of \$723,287.60 which includes all recommended amendments and task items except Task 9, the electrical plan, which has been revised to include just design to support future lighting of the bridge if that is warranted and to authorize the Board Chairman to execute the amended contract. Chairman Vogelheim called for the vote. The vote showed all in favor. The motion carried on behalf of the County Commission. A motion was made by Jim Stanford and seconded by Hailey Morton to approve Amendment No. 2 to the Owner-Engineer agreement with Nelson Engineering for the WY22 Pathway West Segment design for a total contract amount of \$723,287.60 which includes all recommended amendments and task items except Task 9, the electrical plan, which has been revised to include just design to support future lighting of the bridge if that is warranted and to authorize the Mayor to execute the amended contract. Mayor Barron called for the vote. The vote showed all in favor. The motion carried on behalf of the Town Council.

A motion was made by Ben Ellis and seconded by Melissa Turley to approve Amendment No. 2 to the Owner-Engineer agreement with Jorgensen Associates for the WY22 Pathway East Segment design for an amount not to exceed \$109,381.95, bringing the total contract amount to \$572,556.95, and to authorize the Board Chairman to execute the amended contract. Brian Shilling made staff comment regarding the amendment addressing work that has already been completed based off of past direction by the Town Council and County Commission. Chairman Vogelheim called for the vote. The vote showed all in favor. The motion carried on behalf of the County Commission. A motion was made by Jim Stanford and seconded by Hailey Morton to approve Amendment No. 2 to the Owner-Engineer agreement with Jorgensen Associates for the WY22 Pathway East Segment design for an amount not to exceed \$109,381.95, bringing the total contract amount to \$572,556.95, and to authorize the Mayor to execute the amended contract. Mayor Barron called for the vote. The vote showed all in favor. The motion carried on behalf of the Town Council.

Von Gontard's Landing. Steve Ashworth made staff comment regarding the history of the project, the parcels identified to be maintained by Teton County, the timeline of the project, Game and Fish management of Von Gontard's Landing, safety concerns surrounding Von Gontard's Landing, the Game and Fish proposal to relocate activity surrounding Von Gontard's Landing to a BLM parcel and to eventually close Von Gontard's Landing, planning to meet the

needs of the area, the County resolution authorizing a grant application to fund the project, the total grant amount, the likelihood of being awarded the grant, the annual maintenance costs that will be incurred by Parks and Rec, the need to determine level of service and additional revenue streams, the use of natural landscaping, mowing and weed management, potential restroom facilities onsite, the history of Parks and Rec being involved with similar projects, and funding for plowing winter sidewalks.

Rebecca Reimers, representing the Snake River Fund, made public comment regarding this project, safety concerns associated with Von Gontard's Landing, the grant opportunity, and the benefit to the public of moving forward with this project.

Discussion followed regarding grant authorization, the joint funding of the Parks and Rec Department, the likelihood of being awarded the grant, the high recreational value of the area, gratitude for the work put into this project, possible design of the project, prohibiting motorized boats at the area, and the upcoming public process of the project. No action was taken.

Wyoming Business Council Grant Submittal Authorization for JHESP JPB. Shelley Simonton, representing Jackson Hole Energy Sustainability Project (JHESP), made public comment regarding the purpose of this item, the JHESP Joint Powers Board being in favor of submitting the Community Ready grant application, there being no requirement for a sponsor due to the formation of the Joint Powers Board, the remainder of the application process occurring at the Joint Powers Board level, drafting the grant application, advertising the RFP, determining a facility location, the CNG committee, the \$600,000 to \$1,000,000 funding request in the grant application, the grant application for CNG infrastructure, use of the land to be utilized as the required match, users of the facility including fleets in the short term and the general public in the long term, existing CNG stations regionally, and benefits to the community.

Discussion followed regarding designing for a CNG station in the START maintenance facility in the long term, savings to the Town associated with using the proposed JHESP fueling station in the interim, benefits to the community, and bills being considered in the legislature this year. A motion was made by Hailey Morton and seconded by Bob Lenz to approve the intent by the Jackson Hole Energy Sustainability Project to apply for a Community Readiness grant with the Wyoming Business Council for equipment necessary for a functioning Compressed Natural Gas fueling station. Mayor Barron called for the vote. The vote showed all in favor. The motion carried on behalf of the Town Council. A motion was made by Ben Ellis and seconded by Hank Phibbs to approve the intent by the Jackson Hole Energy Sustainability Project to apply for a Community Readiness grant with the Wyoming Business Council for equipment necessary for a functioning Compressed Natural Gas fueling station. Chairman Vogelheim called for the vote. The vote showed all in favor. The motion carried on behalf of the County Commission.

Matters from Council, Commissioners, and Staff. Chairman Vogelheim reported that there are three citizens of the Town on the County Commission. Roxanne DeVries Robinson made staff comment regarding setting a joint retreat date. There was a general consensus to hold a joint retreat on March 12, 2013.

Set Agenda for Next Joint Information Meeting. There was a general consensus to start the February 4, 2013 Joint Information Meeting at 2:00 P.M.

Adjourn. A motion was made by Bob Lenz and seconded by Hailey Morton to adjourn the meeting. The vote showed all in favor. The motion carried on behalf of the Town Council. A motion was made by Ben Ellis and seconded by Hank Phibbs to adjourn the meeting. The vote showed all in favor. The motion carried on behalf of the County Commission.

TOWN OF JACKSON

Mark Barron, Mayor

ATTEST:

Olivia Goodale, Town Clerk

minutes.yog

Published JH News & Guide
X, 2013

RESOLUTION 13-01

A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL FOR A COMMUNITY READINESS GRANT ON BEHALF OF THE GOVERNING BODY FOR THE JACKSON HOLE ENERGY SUSTAINABILITY PROJECT, A TOWN OF JACKSON/ TETON COUNTY JOINT POWERS BOARD

FOR THE PURPOSE OF: Infrastructure and equipment related to the operation of a Compressed Natural Gas Fueling Station in the Town of Jackson.

WITNESSETH

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project desires to participate in the COMMUNITY READINESS GRANT AND LOAN PROGRAM to assist in financing this project; and

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project recognizes this project will create new technical jobs in the community, diversify the economy, save taxpayers money, and add value to the Wyoming-produced raw product natural gas; and

WHEREAS, the COMMUNITY READINESS GRANT AND LOAN PROGRAM requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the match for the COMMUNITY READINESS GRANT AND LOAN PROGRAM will come from private land owned by a private, local LLC, as well as in-kind project management from a technical committee; and

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project held a public hearing on February 20, 2013 to identify the economic and community development opportunities and determine all possible funding solutions for this project, solicit testimony from citizens who may feel that the use of the proposed funds might compete with existing business, and gave full consideration to all comments received; and

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project is working in partnership with G6LLC; and

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project engaged the private sector and gave full consideration to all comments received; and

WHEREAS, the public benefit of this project includes reduced emissions providing both health benefits and a view shed benefits, on which Jackson Hole depends for economic viability, reduced fuel and maintenance costs for public and private sector vehicles, use of a regionally-produced natural resource, and a step towards energy independence, additionally, the consideration of revenue recapture through a per-gallon rate; and

WHEREAS, the Joint Powers Board of the Jackson Hole Energy Sustainability Project will use the revenue recaptured from this project for additional activities related to growing our local economy including setting the funds aside to use as match funds for future Wyoming Business Council grant applications, applying the funds towards worthy economic and business development events in the community, utilizing a portion of the funds to dedicate staff time associated with community development and business development activities such as marketing compressed natural gas vehicles, and providing workshops for mechanics and first responders.

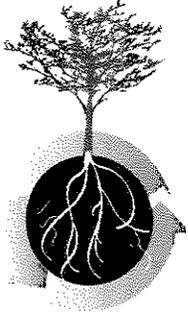
NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD OF THE Jackson Hole Energy Sustainability Project, that a grant application in the amount of \$731,850 be submitted to the Wyoming Business Council for consideration of assistance in funding the Compressed Natural Gas Fueling Station in Jackson, Wyoming.

PASSED, APPROVED AND ADOPTED THIS 20th day of February, 2013.

ATTEST:

By: _____
Mark Barron, Chair

Ben Ellis, Secretary



**JACKSON HOLE
ENERGY
SUSTAINABILITY
PROJECT**

JOINT POWERS BOARD:

Mark Barron

Ben Ellis

Steve Foster

Ted Ladd

Leslie Mattson

Bob McLaurin

John Reed

Jim Webb

Gary Weiss

**Shelley Simonton,
Executive Director
ssimonton@lvenergy.com**

**307.739.6056
PO Box 572
Jackson, WY 83001**

If granted monies from the Wyoming Business Council for a Community Readiness Grant for infrastructure and equipment related to a Compressed Natural Gas fueling station in Jackson, Wyoming, the Jackson Hole Energy Sustainability Project hereby commits to following State Procurement Standards inclusive of W.S. 15-1-113 and W.S. 16-6-101. As well, the JHESP will adhere to the Wyoming Preference act W.S. 16-6-201 throughout the project.

DATE this _____ day of _____, 2013.

Mark Barron
Chairman, Jackson Hole Energy Sustainability Project

CNG Refueling Facility - Jackson - Dennis Lamb Property
 Cost Summary Completed - 9/13/2012 (Updated 2/14/2013)

No.	Bid Item	Quantity	Unit	Unit Price	Total Price
1.	400 CFM compressor (electric drive)	1	Lump Sum	\$235,000	\$235,000
2.	Dryer	1	Lump Sum	\$58,000	\$58,000
3.	Storage spheres (3) Low/Med/High	3	Each	\$33,900	\$101,700
4.	Dispenser (2 hose) with card reader	1	Lump Sum	\$62,500	\$62,500
5.	Awning	1	Lump Sum	\$28,000	\$28,000
6.	Freight	1	Lump Sum	\$15,000	\$15,000
	Equipment Costs				=====
					\$500,200
7.	Contingency (0%)	1	Lump Sum	\$25,000	\$25,000
	Total Equipment Costs				=====
					\$525,200
8.	Site prep/final grading/asphalt	1	Lump Sum	\$25,000	\$25,000
9.	3 phase transformer	1	Lump Sum	\$33,000	\$33,000
10.	Concrete Pad	1	Lump Sum	\$10,000	\$10,000
11.	Setting Equipment - Crane, etc	1	Lump Sum	\$5,000	\$5,000
12.	Electrical Work - Labor/Eq./Materials	1	Lump Sum	\$30,000	\$30,000
13.	Gas Piping - Labor/Eq./Materials	1	Lump Sum	\$22,000	\$22,000
14.	Install awning - Labor + Equipment	1	Lump Sum	\$12,000	\$12,000
15.	Engineering/Start up consulting	1	Lump Sum	\$15,000	\$15,000
	Total				=====
					\$152,000
16.	Contingency (10%)	1	Lump Sum	\$15,200	\$15,200
	Installation Costs				=====
					\$167,200
	Total Estimated Project Cost				=====
					\$692,400

Jackson Hole Energy Sustainability Project Request for Proposals for Preliminary Consideration Of a Final Contract for a Natural Gas Vehicle Fueling Station Siting, Development, and Operation

The Jackson Hole Energy Sustainability Project (JHESP) is soliciting a Request for Proposals (RFP) for the Siting, Development, and Operation of a Natural Gas Vehicle (NGV) Fueling Station in or in the vicinity of Jackson, Wyoming. The NGV fueling station shall be capable of connecting to the Lower Valley Energy utility natural gas pipeline service and capable of fast fill dispensing of compressed natural gas (CNG) to natural gas fueled vehicles. Anticipated vehicles utilizing this station may include sedans, light duty pickups, service vans, heavy duty trucks including up to class 8 tractors with semi-trailers, school and other public transit buses, and other vehicles.

This RFP is a preliminary instrument and associated process to determine interested parties and respective sites from which a final contract agreement shall be established to site, develop and construct, and operate a CNG fast fill station for NGV's. The selection, through this RFP process, of an interested party for consideration of the development of a final contract agreement with JHESP does not financially or otherwise obligate JHESP or the selected interested party to a final contract agreement. This JHESP RFP process is part of a formal application effort to the Wyoming Business Council for NGV Fueling Station project funding and therefore the RFP and subsequent potential contract with the selected interested party are subject to all requirements and approval by the Wyoming Business Council for a Community Readiness Grant. The selected party for site development of an NGV fueling station will, pending approval by the Wyoming Business Council, develop a contract with JHESP for the operation, maintenance, equipment lease, and other pertinent components of this NGV fueling station.

The following terms, requirements, and information request apply to this RFP:

1. Proposals by interested parties are required to be submitted in the form of one (1) electronic copy and ten (10) hard paper copies to JHESP by end of business, Friday, January 11th, 2013.
2. Proposals are to be submitted to Shelley Simonton, Executive Director, JHESP, P.O. Box 572, Jackson, WY 83001, ssimonton@lvenergy.com, phone 307-739-6056. This office is located at the Lower Valley Energy offices, 4000 S. Highway 89, Jackson, WY 83001.
3. RFP NGV Fueling Station proposals are to be signed and dated by an authorized representative of the interested party submitting the NGV Fueling Station proposal.

4. All interested party respondents or their authorized representative(s) that will be submitting a proposal are required to attend an RFP information meeting regarding this RFP solicitation scheduled for Thursday, January 3rd, 2013 at 3pm at the Lower Valley Energy Conference Room, 4000 US HWY 89, Jackson, WY 83001 phone 307-739-6056.
5. All interested party respondents or their authorized representative(s) are required to schedule a site visit by JHESP and its partnering representatives to the respondents proposed NGV fueling station site within seven (7) days of the RFP information meeting.

Proposals shall include the following information:

1. Site Capability:

- a. **Natural gas utility service connection distance, type, pressure:**
- b. **Electric, water, and other utility access/connection description:**
- c. **Site area available for compressor, dryer, storage, dispensers & associated equipment:**
- d. **Site ingress and egress per WYDOT and/or municipal/county specifications for both light duty and heavy duty (public transit/school buses, semi-tractor trucks w/trailers) vehicles:**
- e. **Fueling configuration and travel pattern for multiple vehicles simultaneously:**
- f. **Preliminary design scale drawing for overall site (ten copies required):**

2. Conformance of developed site NGV fueling station with applicable federal, state, and local regulations:

- a. **Applicable zoning for site:**
- b. **Applicable permits required for site:**
- c. **Conformance of proposed site development with adjacent/neighborhood existing uses:**

- d. **Required site boundary, visual and/or safety setbacks, buffers, landscaping conditions:**
- e. **Known environmental limitations (waterway, floodplain, floodway, slope, unstable soil, wildlife area, other):**
- 3. **Existing and/or proposed onsite and/or adjacent or neighboring amenities contributing to fueling use by fleets and the public:**
 - a. **Restrooms:**
 - b. **Beverage, food, convenience store items:**
 - c. **Restaurant and/or fast food:**
 - d. **Temporary parking availability:**
 - e. **Other vehicle fuels available:**
 - f. **Vehicle maintenance services:**
 - g. **Other:**
- 4. **Fiscal ability and readiness, including insurance policy and business plan, of interested party to implement and maintain NGV fueling station siting, development and construction, and operation:**

Advertised in Jackson Hole News & Guide: December 26, 2012, January 2, 2013, January 9, 2013.

Detail of R0004745

Parcel
PIDN: 22-41-16-32-3-02-003
Tax Id: 0J-006441
Property Owner: G6 LLC
Mailing Address: PO BOX 530 JACKSON, WY 83001
Street Address: 1007 S HWY 89
Legal Description: LOT 3, CAR CORNER ADDITION
2012 Market Value: \$ 695,536 (\$ 695,536 Land + \$ 0 Improvements)
2012 Assessed Value: \$ 66,076 (\$ 66,076 Land + \$ 0 Improvements)

System by Greenwood Mapping, Inc.

February 15, 2013

Dear Wyoming Business Council Community Readiness Grant Review Committee:

Thank you for considering the Jackson Hole Energy Sustainability Project's application for the Wyoming Business Council Community Readiness Grant. As the local energy provider, we at Lower Valley Energy are proud to partner with Teton County and the Town of Jackson on this groundbreaking project. We are particularly proud of the innovation of this tri-party partnership and its ability to revolutionize the approach to energy conservation and energy sustainability.

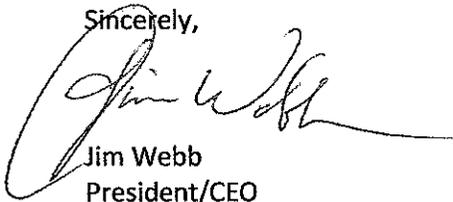
Lower Valley Energy is a non-profit cooperative – we are owned by those we serve and any margin earned is returned directly to our membership. Conservation and the smart use of energy is a benefit to our membership in low energy costs now and in the future. What is uncommon about our cooperative business model is that while we do offer very inexpensive electricity rates – second lowest rates in the country – we also offer other fuels to our membership, also at very low prices. Natural gas is one of the fuels we offer and is very important for a number of reasons. The clean and very domestic fuel is currently a more inexpensive fuel source for our customers.

We feel that bringing such a clean and domestic fuel source to the transportation sector in our area parallels our mission as an energy provider – to provide our community a vital product, a necessity in our daily lives, at a competitive price. Natural gas has the added benefit of literally coming from Wyoming, and being piped directly into our service territory. Natural gas is a very clean fuel source compared to gasoline which benefits both the air we breathe and the engines that run the fuel.

The JHESP is an impressive project that has grown out of a strong community commitment to reduce energy use. Lower Valley Energy has been heavily involved in conservation and other efforts to encourage our members to use our energy products wisely and more efficiently since the early 1980's. Though we are a small community, the impact of our success will be great. Based on several years of experimentation and success in this area, we are convinced we will be able to reduce our energy consumption as a community and as a national demonstration project and realize large scale CO2 emission reductions as a result.

We are honored to be partners with the Town of Jackson and Teton County in this groundbreaking effort and know the impacts of our efforts will be great.

Sincerely,



Jim Webb
President/CEO

BOARD OF COMMISSIONERS



February 14, 2013

www.tetonwyo.org

Commissioners

Paul Vogelheim, Chair
Hank Phibbs, Vice Chair
Barbara Allen
Ben Ellis
Melissa Turley

**County
Commissioners'
Administrator**
Stephen Foster

Board of Directors
Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002

RE: Letter of Support

Co-Chair Honorable Governor Matt Mead
Co-Chair Gary Negich

The Teton County Board of Commissioners submits this letter to express our support for the grant application from the Jackson Hole Energy Sustainability Project for a Community Readiness Grant through the Wyoming Business Council.

Teton County has been a strong proponent of alternative energy and alternative fuels for the last several years. Our participation in the Jackson Hole Energy Sustainability Project is one way Teton County supports energy efficiency and energy conservation that are separate from our organization itself, but that complements the our efforts. The proposed fueling station will provide opportunities to fuel future START buses that provide bus service to the community year round, including commuter routes to the Star Valley area and over Teton Pass. The Board of County Commissioners recognizes that this project will create jobs and job opportunities in the community and will further support businesses already in existence.

We respectfully request your consideration of this grant request and we would be happy to provide any further information or testimony you might require.

Sincerely,

Paul Vogelheim
Chairman

Post Office Box 3594
Jackson, Wyoming 83001

Tel: (307) 733-8094
Fax: (307) 733-4451

Email:
commissioners@tetonwyo.org



February 14, 2013
Wyoming Business Council
Attn: Roger Bower, Regional Director

Dear Roger:

This letter is to convey the Yellowstone-Teton Clean Energy Coalition's (YTCEC) support of the Jackson Hole Energy Sustainability Project's (JHESP) grant application to the Wyoming Business Council for funding to establish a public compressed natural gas (CNG) fueling station for natural gas vehicles (NGV) in Jackson.

As one of 90+ coalitions across the nation associated with the Department of Energy's Clean Cities program, YTCEC strongly supports the funding request that will provide access to this less expensive, cleaner burning, and domestic fuel. With public access to a CNG station, both citizens and business will benefit.

YTCEC is a founding member of the Wyoming Natural Gas Vehicle & Infrastructure Coalition (WYNGVI) and serves as the Northwest Committee chair. We have co-hosted numerous local and regional NGV workshops with various partners from WYNGVI. YTCEC is committed to advancing local, regional and national deployment of alternatives which lessen our reliance on foreign petroleum and reduce harmful emissions. YTCEC currently serves on the CNG sub-committee of the JHESP and has been involved in this application process.

As a Clean Cities Coalition and a recognized regional resource on alternative transportation fuels, YTCEC is qualified and committed to assist with outreach, education and technical training to advance the various opportunities that will arrive with this station. This includes working to provide CNG-specific vehicle technician training, CNG tank and system inspection training, CNG conversion training and general outreach and education to the public on CNG.

There are numerous local fleets which have expressed interest in this fuel and have attended the several workshops and presentations provided locally. This station would play an important role in allowing these fleets to innovate, reducing their emissions and fuel costs. It would also be critical in creating a useable network of fueling sites throughout the region and the nation, allowing the millions of annual visitors to the region to utilize this cleaner, cheaper, American fuel.

Thank you for your consideration of this application. Please contact me if you have any questions.

Sincerely,

Phillip Cameron, executive director

P.O. Box 11756, Jackson, WY 83002
phil@ytcleanenergy.org 307.413.1971
www.ytcleanenergy.org



**Teton
Conservation
District**

February 14, 2013
Wyoming Business Council
Attn: Roger Bower, Regional Director

Dear Roger:

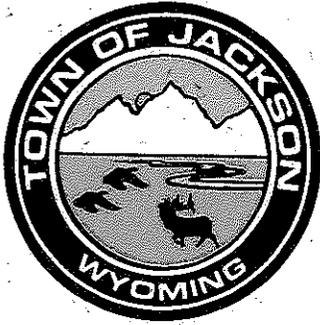
Teton Conservation District (TCD) supports the grant application by the Jackson Hole Energy Sustainability Project (JHESP) to the WBC for funding to establish a natural gas vehicle (NGV) compressed natural gas (CNG) public fueling station in Jackson. TCD has been a member of the Wyoming Natural Gas Vehicle & Infrastructure Coalition (WYNGVI) since its inception and has co-facilitated a number of NGV fleet workshops. On a local basis TCD participates actively with the northwest committee of the WYNGVI in promoting education and outreach and facilitating technical information regarding NGV's.

TCD also serves as a technical committee member in assisting JHESP in this application process, working with prospective NGV fueling station site owners and other partners, and is fully committed to providing assistance to a vigorous education and outreach program to fleet managers and the general public regarding use of the Jackson NGV fueling station pending its successful establishment.

*Conserving our
natural resources
– air, land, water,
vegetation, and
wildlife*

Utilization of natural gas provides a clean, safe, economic, domestic fuel source that will lead to natural gas initiated income, jobs, and improved clean air in Wyoming. Fueling stations are essential to encouraging fleets and the public to use natural gas as a vehicle fuel and we have identified over 50 fleets in the Jackson area that could consider using natural gas as a vehicle fuel source. It is also important to consider that for natural gas to be a viable fuel source Jackson will need to be part of a network of NGV fueling stations. We are working with JHESP to encourage development of a station in Afton, WY. We are also working with the WYNGVI to determine the feasibility of a station in Kemmerer. Thank you for your consideration of the grant application and please contact Randy Williams at TCD if we can provide any further assistance in this regard.


Randy Williams, Executive Director



Board of Directors
Wyoming Business Council

RE: Letter of Support

Co-Chair Honorable Governor Matt Mead
Co-Chair Gary Negich

The Town of Jackson wholeheartedly supports the application from the Jackson Hole Energy Sustainability Project for a Community Readiness Grant through the Wyoming Business Council. The Town of Jackson has been a strong proponent of alternative energy and alternative fuels since the mid 2000s. This organization is one way the Town supports moving community initiatives forward that are separate from the Town of Jackson organization itself, but that complements the Town's efforts. This fueling station will provide opportunities to fuel future START buses that provide bus service to the community year round, including commuter routes to the Star Valley area and over Teton Pass. It is the Town's belief that this project will serve to create jobs and job opportunities in the community and will further support businesses already in existence.

We very much appreciate your consideration of this grant request and we would be happy to provide any further information or testimony you might require.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Barron", written over a horizontal line.

Mark Barron
Mayor



WWW.TETONMOTORS.COM

P.O. Box 1824 • 1020 W. Broadway • Jackson, WY 83001

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February 13, 2013

To Whom it May Concern:

I am in support of our local initiative to create a natural gas fueling station to serve the greater Jackson area. While natural gas vehicles are not yet pervasive, it's my opinion they will become more prevalent and having a convenient fueling station could be an important catalyst in making this happen. I appreciate your consideration of this forward thinking project.

Sincerely,

James G. Auge, VP
Teton Motors, Inc.
P.O. Box 1824
Jackson, WY 83001