I. Call to Order	
II. Employee of the Month	
III. Community Outreach	Jeremy Barnum
IV. Comments from Grand Teton National Park, Town of Jackson, Teton County, and Public	
V. Action Items	
V.A. Consent Agenda	
V.A.1. Approval of Minutes	
V.A.1.a. June 17, 2026 Regular Meeting	
V.A.1.b. July 22, 2026 Special Meeting (Workshop)	
V.A.2. IES Communications LLC – Paging System Support and Maintenance Agreement	
V.A.3. KLJ Owners Representative Agreement Amendment #4	
V.A.4. Tailwind JAC LLC. License Agreement to Conduct Limited Vending Concession	
V.A.5. Standard Form Agreements	
V.A.5.a. Standard Form Terms and Conditions for Services	
V.A.5.b. Standard Form Purchase Order	
V.B. Financial Reports	Michelle Anderson
V.C. Resolution 2026-05: AIP 91 FAA Grant for Taxiway A Rehabilitation	Michelle Anderson
V.D. Equipment Purchase – Western States Caterpillar 972XE Loader	Dustin Havel
V.E. Equipment Purchase – Two (2) Electric 906 Loaders	Dustin Havel
V.F. Equipment Purchase – Rampmaster 5,000 Gallon Electric Refueler Truck	Craig Foster
VI. Director's Comments	
VI.A. Activity Reports	
VI.B. Operations/Security/FBO Updates	
VII. Board Comments	
VIII. Executive Session	
IX. Adjourn	

MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

Date: June 17, 2026

Board Present: Bob McLaurin, John Carey, and Rob Wallace present in person in the Airport Board Room. Melissa Turley and Ed Liebzeit were present via the Webex Platform.

Other Present: Jim Elwood, Michelle Anderson, Dustin Havel, Anna Valsing, Jeremy Barnum, Craig Foster, Tony Cross, Jamey Miles, Aimee Crook, Alton George, Andrew Wells, Chance Grimmett, Jordyn McDougall, Jac Stelly, Taylor Gemmel, Esther Borja, Bryce Beatty, Jesse Bradberry, Apinya Wright, Tyler Anderson, and Gina Van Slyke, Jackson Hole Airport; Jen Wolchansky, Mead & Hunt; Paul Dunholter and Cindy Gibbs, BridgeNet; Mike Mahoney, KLJ Engineering, Robin Martin, National Park Service; JD Ingram and Stuart Schiff; Woolpert, and Dan Reimer, Airport Counsel. Other individuals, not individually documented, were present in person or watched the meeting via the Webex Platform**.**

I. **Call to Order:** President Turley called the Board Meeting to order at 9:00 A.M.

II. **Employee of the Month:** Tyler Anderson recognized Matt McKnight as the May Employee of the Month. Foster recognized Pete Estay as the June Employee of the Month.

III. **Community Outreach:** Barnum provided a public outreach update on the Airport's participation in recent events, including EcoFair, Best of the West Days Parade, and Touch-a-Truck, highlighting the Airport's environmental stewardship and community engagement efforts.

IV. **Comments From Grand Teton National Park, Town of Jackson, Teton County, and the Public:** Robin Martin, Deputy Superintendent of Grand Teton National Park, reported that May visitation reached a record high, construction projects on Moose-Wilson Road and at the Moose Entrance Station remain on schedule, and the Park's new electronic fee payment system has been successfully implemented. Martin also expressed appreciation for the Airport's partnership in public outreach and environmental stewardship, recognizing Executive Director Jim Elwood's leadership and the Airport's designation as an International Dark Sky Place. The Board congratulated Martin on her appointment as Deputy Superintendent.

V. **Director's Comments:** Elwood presented the activity reports. He reported that year-to-date, general aviation (GA) operations increased by 10.4% and commercial operations increased by 3.85%. He said that in May 2026, the load factor was 72.27%, compared with 73.13% in May 2025. He noted that year-to-date, the total load factor was 73.16%, and enplanements increased by 1.43%.

Executive Director Jim Elwood recognized Board Member Ed Liebzeit for his longstanding leadership of the community's Memorial Day ceremony, expressing appreciation for his dedication to honoring those who made the ultimate sacrifice with dignity and respect.

Havel provided an Operations update, Crook provided a Security update, and Foster provided a Fixed Base Operator (FBO) update.

VI. Action Items:

A. Consent Agenda

1. Approval of the Minutes
    a. April 15, 2026, Regular Meeting
    b. May 28 and May 29, 2026, Special Meeting (Board Retreat)
2. Alpine Air
3. TNC Operating Agreements
    a. Lyft
    b. Raiser LLC, d/b/a Uber
4. Tailwind JAC LLC. 2nd Amendment (Lease of Additional Storage Space)
5. GSA Lease Amendment DFC26 (Addition of DEI Discrimination by Federal Contractors Clause)

Turley requested that item A3 be removed from the consent agenda, on behalf of Valsing and Reimer.

Carey asked that item A5 be removed from the consent agenda.

McLaurin moved for approval for consent agenda items A1, A2, and A4. Carey seconded the motion, which passed unanimously.

Airport Legal Counsel Dan Reimer explained that the proposed Transportation Network Company (TNC) Operating Agreements were updated to modernize the agreements originally executed in 2017 and align them with the Airport's current contracting practices, while preserving the existing business terms. He noted that Lyft had executed the agreement, Uber had not yet signed due to ongoing discussions about the per-trip fee, and that staff still recommended Board approval of the updated agreement.

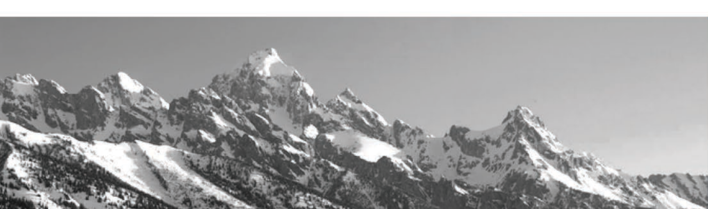
Carey moved for approval of item A3, TNC Operating Agreements. McLaurin seconded the motion, which passed unanimously.

Reimer stated that this Lease Amendment No. DF26 amends the Lease with the General Services Administration (GSA) for space used by the Transportation Security Administration (TSA) at the Airport. He remarked that GSA is requesting this amendment to incorporate the new standard terms and conditions required by Executive Order 14398.

McLaurin moved approval of item A5 for GSA Lease Amendment DFC26. Wallace seconded the motion, which passed 4-1, Carey voting nay.

B. Financial Reports: Anderson presented the financial report for April and May 2026 for the Board's acceptance. She advised that for both months, income was better than budgeted. She advised that expenses were consistent with the April budget and below budget for May. Anderson advised that year-to-date net revenues remain above projections and capital projects remain on track.

McLaurin moved acceptance of the financial reports for April and May 2026. Liebzeit seconded the motion, which passed unanimously.



C. Resolution 2026-04 - Establishment of Fees and Charges for FY 26/27: Anderson presented for approval Resolution 2026-04 - Establishment of Fees and Charges for FY 26/27. She advised that the Board annually adopt a Fees and Charges Resolution at the June Board meeting to establish fees for the upcoming fiscal year (July 1 – June 30). She stated that fees identified in the Fees and Charges Resolution align with the budget adopted at the April 2026 Board meeting.

Wallace moved approval of Resolution 2026-04, in the form presented, to establish Fees and Charges for FY 26/27. McLaurin seconded the motion, which passed unanimously.

D. Paging System Replacement - IES Communication LLC – Equipment Purchase Agreement: Wells presented a proposal to replace the Airport's public address (PA) system that’s over 10 years old and has reached its useful life. He stated that the system provides a critical link to Airport operations, as it is used by airline partners and by the Airport to provide emergency and operational information to Airport users within the commercial passenger terminal. Wells said that Airport staff issued a Request for Proposal (RFP) to replace the core components of the PA system, and one proposal was received from IES Communications, which supplied our original PA system equipment. Wells added that a separate service agreement covering the post-installation period is still being finalized and will be brought to the Board at the August Board meeting.

Carey moved approval of the Purchase Agreement for IES Communication for an Airport Paging System in the total amount of $496,532.72, in the form presented. McLaurin seconded the motion, which passed unanimously.

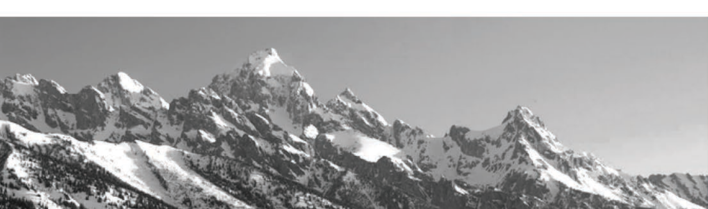
E. Global Ground Support Deice Truck Purchase Agreement: Foster presented a Purchase Agreement for a Global Ground Support deice truck. He explained that the purchase will replace the FBO's existing open-bucket deice truck with an enclosed-cab model, improving operational efficiency and reducing glycol usage**.**

McLaurin moved to approve the Purchase Agreement with Global Ground Support for a deice truck in the total amount of $595,504, in the form presented. Liebzeit seconded the motion, which passed unanimously.

F. Interim Director Professional Services Agreement: Reimer presented for the Board's consideration a Professional Services Agreement with Robert (Bob) McLaurin to act as the Interim Director of the Jackson Hole Airport beginning June 19, 2026. He noted that during the terms of this Agreement, McLaurin will suspend his role as a member of the Jackson Hole Airport Board. He stated that the term of this Agreement is for an initial 6-month period, expiring on December 16, 2026, with the option of early termination or extension. Reimer said that the Board intends to terminate this Agreement upon the hiring and appointment of a full-time director of the Jackson Hole Airport.

Liebzeit moved approval of the Professional Services Agreement with Robert McLaurin to act as the Interim Director of the Jackson Hole Airport beginning on June 19, 2026, in the form presented. Carey seconded the motion, which was passed unanimously by the four participating Board members, with McLaurin recusing himself from discussion and voting.

VII. Board Comments: Turley advised that there will be a July 22, 2026, at 8:00 A.M. Board Workshop and a Board Meeting on August 19, 2026, at 9:00 A.M.



The Board recognized Executive Director Jim Elwood for his years of service and wished him well upon his retirement.

VIII. Adjourn: McLaurin moved to adjourn the meeting at 10:48 A.M. Wallace seconded the motion, which passed unanimously.

Melissa Turley, President

John P. Carey III, Secretary

MINUTES OF THE JACKSON HOLE AIRPORT BOARD SPECIAL MEETING AND WORKSHOP

Date: July 22, 2026

Board Present: Melissa Turley, Ed Liebzeit, John Carey, and Rob Wallace present in person in the Airport Board Room.

Other Present: Bob McLaruin, Michelle Anderson, Dustin Havel, Anna Valsing, Jeremy Barnum, Craig Foster, Jamey Miles, Aimee Crook, Alton George, Andrew Wells, Chance Grimmett, Jordyn McDougall, Jac Stelly, Taylor Gemmel, Bryce Beatty, and Gina Van Slyke, Jackson Hole Airport; Stuart Schiff, Paul Fiore, John Bauer, Woolpert; Christina MacIntosh, JHNG; and Dan Reimer, Airport Counsel. Other individuals, not individually documented, were present in person or watched the meeting via the Webex Platform**.**

I. Call to Order: President Turley called the Board's Special Meeting and Workshop to order at 8:00 A.M. She explained that the workshop format was created following the Board's May retreat to encourage discussion of strategic issues in a more informal setting, without the need for Board decisions. She also noted that public comments would not be accommodated during workshop sessions and that the agenda and supporting materials were available on the Airport's website.

II. Workshop:

A. Capital Infrastructure Planning: Bob McLaurin, Interim Director, and Dustin Havel, Chief Operations Officer, led a discussion on the Airport's long-term capital infrastructure planning. Staff asked the Board for input on the scope, priorities, and planning timeline for a comprehensive capital infrastructure planning study. The Board and staff conversation centered on the Airport Development Subzone, current infrastructure limitations, and the need to create a strategic framework for future capital investments.

The Board considered funding options for the planning effort and expressed support for an airport-funded study, which would allow more flexibility in defining its scope. They discussed using the 2015 planning study as a starting point, while updating forecasts, assessing current conditions, and identifying future facility requirements. Staff proposed a 20-year planning horizon.

1. Future Capital Improvement Needs: Havel summarized the long-term facility needs, emphasizing potential development within the Airport Development Subzone. He mentioned that out of the 28.5 acres in the Subzone, about 4.35 acres are undeveloped or underdeveloped and available for future capital projects, while the rest is occupied by facilities built or renovated over the past decade. The Board addressed the constraints of the developed areas and explored future land use options for the remaining undeveloped land. The Board also discussed the procurement strategy for the planning study, deciding to go with a formal procurement process versus using our existing on-call agreements..

2. Aviation Safety Facility Conceptual Planning Study: Havel provided an **summary of the work completed thus far** on the Aviation Safety Facility conceptual planning study, which the Board paused earlier in the year to allow time to consider feedback received. He confirmed that airport staff continues to meet FAA operational requirements, including the required three-minute response time, through mitigation measures such as the designated ARFF truck route. He noted that the FAA issued a formal written recommendation following a recent inspection directing the Airport to address direct and unimpeded access to the ARFF response route as the current conditions are not ideal. Havel stated that the FAA has not set a hard deadline for compliance. The Board considered whether to resume the Aviation Safety Facility study concurrently with the long-range planning study but decided to keep it on pause until the scope and timeline of the long-range planning study are defined.

3. **Parking and Transportation Study:** The Board discussed current parking capacity constraints and the need for a comprehensive transportation and parking study. They stated that the Airport's 2015 parking study is outdated because actual demand growth has surpassed its projections. The Board and staff reviewed operational management strategies for parking, ground transportation, and rental car operations, along with the Airport's previous shuttle partnership with START Bus. They also discussed potential funding, including revenue bonds and future Passenger Facility Charge (PFC) funding, as well as the need for local coordination with the Town of Jackson, Teton County, and START Bus to address shared parking demand. The Board supported including parking and transportation planning as part of the overall long-range planning effort and working with community partners throughout the process.

B. Current Capital Projects Update

1. **Taxiway Alpha:** Havel provided an update on the Taxiway Alpha Reconstruction Project. He reported that the northern portion of Taxiway Alpha had been completed and reviewed the proposed reconstruction of the remaining southern section, including planned improvements to pavement, lighting, drainage, and operational safety. Havel stated that the construction cost is projected to be $35M–$40M and noted that the project is not yet funded. He said that staff isseeking FAA funding and plans to bring a draft grant to the Board for consideration at the August meeting. Havel presented the proposed construction phasing, which is designed to keep the Airport operational during construction through a combination of temporary ramp overflow using the deicing pad and passenger shuttle service during the spring and fall 2027 construction. The Board thanked staff for the phasing approach, which allows the Airport to remain throughout construction.

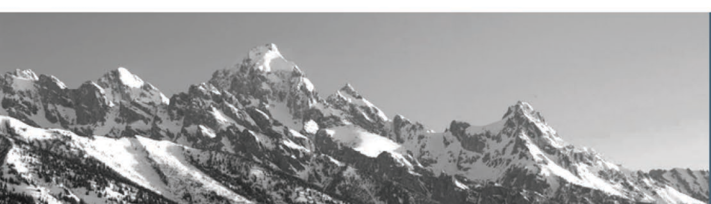
2. **Checked Baggage Inspection System:** Crook presented an update on the Checked Baggage Inspection System project, including the current design phase, anticipated construction sequencing, and coordination efforts to minimize impacts to terminal operations. Crook explained that TSA had denied a variance request associated with the original 30% design submission, and that airline stakeholders had raised concerns during a review regarding the baggage makeup area.As a result, staff and the design team developed a revised design intended to address both TSA's and the airlines' operational concerns.Because the revised design differs substantially from the version previously submitted,staff will resubmit the design to TSA at the 30% design stage.

Crook presented a proposed phasing plan that included a temporary structure north of the terminal that would allow airline operations to continue without disruption. She stated that staff's preliminary discussions with the National Park Service (NPS) have been positive. Staff estimated total project costs between $37M and $42M, with TSA's portion estimated at approximately $10M. Staff recommended engaging an Owner's Representative (OR) and using a Construction Manager at Risk (CMAR) approach, which had been successfully used in similar projects. The Board agreed with this approach.

III. Executive Session: Liebzeit moved to go into Executive Session at 9:28 A.M. to consider the appointment and employment of Board employees, to consider or receive information classified as confidential by law, and to consider tendering offers of employment, as authorized by Wyoming Statutes Section 16-4-405(a) subsections (ii), (ix) and (x). Carey seconded the motion, which passed unanimously. Upon conclusion of the Executive Session, Turley stated that no decisions were made.

IV. Adjourn: Carey moved to adjourn the meeting at 10:21 A.M. Liebzeit seconded the motion, which passed unanimously.

__________________________	__________________________
Melissa Turley, President	**John P. Carey III, Secretary**



JACKSON HOLE AIRPORT
P.O. Box 159 • Jackson, WY 83001 • 307.733.7695 • Fax: 307.733.9270
James P. Elwood, AAE, Executive Director

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	IES Communications LLC – Paging System Support and Maintenance Agreement
Subject/Agenda Item Type:	☐Action Item ☒ Consent Agenda Item
Presenter/Point of Contact:	Andrew Wells

Background/Description:
At the June 17, 2026 Jackson Hole Airport Board Meeting the Board approved a contract with IES Communications LLC. for the replacement of the paging system at the Airport. The equipment has been ordered and is expected to be installed during the off-season in the fall of 2026.

This Agreement with IES Communications LLC. is for the ongoing Support and Maintenance of the paging system over the next four years. These services include extended warranty coverage of the equipment, training, preventative maintenance, and on-site service and repairs.

Staff discussed the need for this service agreement when presenting the equipment purchase to the Board in June. Staff needed additional time to negotiate the scope of services and price.

Fiscal Impact:
The total not to exceed value of this Agreement over the four-year term is $250,678.28.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
The Board could elect not to enter into this Service Agreement, but would have to pay for maintenance on an ongoing basis and would not have the benefits of an established maintenance and support agreement which includes routine maintenance and quick response emergency support.

Procurement Methodology:
An RFP was utilized to select IES Communications LLC. as the vendor for the equipment purchase. Since the equipment has been purchased from IES Communications, LLC., no additional procurement is required to enter into a Service and Maintenance Agreement with the same vendor.

Legal Review:
Airport Attorney Dan Reimer has reviewed the IES Communications LLC. proposal and associated Airport Terms and Conditions.

Suggested Motion:
Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.

If removed from Consent Agenda: I move approval of the Support and Maintenance Agreement with IES Communications LLC. as presented, in the not to exceed amount of $250,678.28.

Jackson Hole Airport Board
Standard Terms and Conditions for Work/Services Performed at Jackson Hole Airport

CONTRACTOR/SERVICE PROVIDER:

Contractor Name: IES Communications, LLC.

Contractor Address: 2801 South Fair Lane
Tempe, AZ 85282

Contact Name: Manda Degler

Contact Email Address: manda.degler@iescomm.com

CUSTOMER:

Jackson Hole Airport Board

1250 East Airport Road
PO Box 159
Jackson, WY 83001

Location: Jackson Hole Airport (the "Airport")

Services: Paging System Service and Maintenance Agreement

Term: 4 Years - Expires November 20, 2030

Associated with (Work Order/Purchase Order/Quote Number): Quote #341146-002

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws**. For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.

2. **Insurance**. Contractor represents and warrants that it carries and maintains insurance coverages which are consistent with industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance, with limits no less than those set forth in the Contractor's proposal or quote.

3. **Termination**. Customer may terminate the Services, with or without cause, upon fourteen (14) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, plus payment for all materials and equipment already ordered or procured for the Services, non-cancellable commitments, and reasonable demobilization costs.

4. **Limitation on Liability**. Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor’s equipment, unless such loss or damage is caused by the negligence or willful misconduct of Customer or one of Customer’s subtenants or subcontractors at the Airport. In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this agreement. Contractor's total aggregate liability under this agreement shall not exceed the total contract price for the Services.

5. **Indemnity**. Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Contractor, its agents, employees, or subcontractors in the performance of the Services hereunder.

6. **Warranty**. All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship. The warranty provided by this Agreement shall not be deemed to cover damage by third parties or damage resulting from periods of non-use by Owner in which completed work is subject to conditions, including, but not limited to, an unclean environment or a prolonged period of non-use that may compromise the conditions of completed work.

7. **Licenses**. Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.

8. **Non-Discrimination**. In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.

9. **Entire Agreement**. These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.

10. **Open Records**. Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes 16-4-201 et seq., and Contractor agrees that it will reasonably cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Customer shall provide Contractor with prompt written notice of any public records request seeking disclosure of Contractor's materials or information that Contractor has designated as confidential, and

shall allow Contractor a reasonable period (not less than ten (10) business days from receipt of such notice) to seek a protective order or other appropriate remedy before making any such disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act; provided, however, that Customer shall treat Contractor's trade secrets and proprietary technical information as confidential and shall not disclose such information except as required by the Wyoming Public Records Act or other applicable law, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer, provided Customer has complied with the notice obligations set forth herein. To the extent not prohibited by federal law, the work order or quote to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law**. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR/SERVICE PROVIDER:	**CUSTOMER: IES Communications, LLC**
Signature: ____________________	Signature: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

IES Communications

Jackson Hole Airport
Paging System Updates
Service Agreement
July 27, 2026

IES Communications, LLC
2801 South Fair Lane
Tempe, AZ 85282
www.iescomm.com

Manda Degler
Business Development Manager
manda.degler@iescomm.com
480.379.6200

Table of Contents

Executive Summary

July 27, 2026

“Jackson Hole Airport”
Attention: Anna Valsing

RE: 341146-002 - Jackson Hole Airport- Paging System Updates - Service Agreement - Audio Visual - 4 Year - 7.27.26

Dear Anna Valsing,

It is IES Communications, LLC’s pleasure to present **“Jackson Hole Airport”** (“Customer”) this comprehensive Audio Visual Service solution.

Overview

You have made a significant investment in your facility. Now, proper maintenance and a Service relationship are a critical element to maintain peak performance and reliability of your complex technical infrastructure. This custom-designed Service solution, our mutual Service Agreement (“Agreement”), will proactively protect your investment through a meticulously-crafted series of preventative maintenance (PM) tasks designed to deliver a series of performance outcomes (“Services”) as well as establish a favored pricing structure for unforeseen and unexpected repairs and expansion or migration projects via our team of industry-leading technical experts.

Background

Currently, the **“Jackson Hole Airport”** facility at **1250 E Airport Road, Jackson, WY 83001** has several fully integrated Audio Visual systems that include a variety of video presentation and collaboration technologies throughout the facility. The systems have all been provided and integrated by IES under various Project Numbers.

“Jackson Hole Airport” has requested that IES provide a service, support, and preventative maintenance agreement to ensure continuous, reliable operation of each system. This Service Agreement is intended to provide **“Jackson Hole Airport”** with ease of access to local technical staff familiar with the project, as well as a dedicated manufacturer remote support team.

Under this Agreement, IES will be able to prevent many foreseeable challenges before they appear, provide a rapid response to technical issues as they arise, and facilitate a manufacturer’s assurance plan to maintain the viability of the investments in these technologies for years to come.

Key Personnel

IES will provide one of the most experienced industry Service Management Teams who will work closely with your organization to ensure we meet and exceed your expectations. We aim to ensure you get the best possible results from your investment.

Summary

IES has the expertise, resources, and experience to deliver the best possible solution. We are excited about partnering together to make this project successful.

Thank you for this opportunity.

Regards,

Manda Degler

Manda Degler | Business Development Manager
602-214-0527
manda.degler@iescomm.com

Project Brief

PROJECT INFORMATION	
Job Name:	Jackson Hole Airport- Paging System Updates - Service Agreement - Audio Visual - 4 Year
Job ID:	341146-002
Company:	Jackson Hole Airport
Site Address:	1250 E Airport Road, Jackson, WY 83001
Quote Type:	Estimate – Service Agreement
Quote Date:	07/27/26

CUSTOMER CONTACT
Anna Valsing A.A.E.
Chief of Staff
307-690-3619
Anna.Valsing@jhairport.org

IES ACCOUNT MANAGER
Manda Degler
Business Development Manager
602-214-0527
Manda.Degler@iescomm.com

LIST OF APPENDICES	
Appendix A:	Service Rate Card – Audio Visual
Appendix B:	Preventative Maintenance Schedule
Appendix C:	List of Services

IES Contacts

Executive Team

Tom Emma, CPA
President

Becky Fisher, RCDD
V.P. of Sales & Marketing

Katherine Fishstein
V.P. of National Ops

Brad Sandman
V.P. of Branch Ops

David Camper
V.P. of Pre-Construction Services

Shelly Olmstead
Director of Quality & Development

Andrew Raymond
Director of Safety

Dedicated Service Team

Bert Mercer Project Manager bert.mercer@iescomm.com	**Shane Pena** Service Manager Shane.Pena@iescomm.com

IES Communications

Service Agreement and Warranty Coverage

IES has provided a proposal to ensure continuous operation of the paging system additions at Jackson Hole Airport. Upon completion of the project, IES will provide warranty coverage for a period of 1 year which will include a continuance of Atlas IED's Assurance plan at an additional cost.

Additionally, this proposal includes pricing for annual preventative maintenance, an extended 4- year manufacturer's assurance plan, remote troubleshooting program, and any required hardware replacement for (3) three Years beyond the IES workmanship warranty period for a total of (4) Years ending in November of 2030.

Coverage includes all IES-provided AV systems integrated under JobID: 341146-001

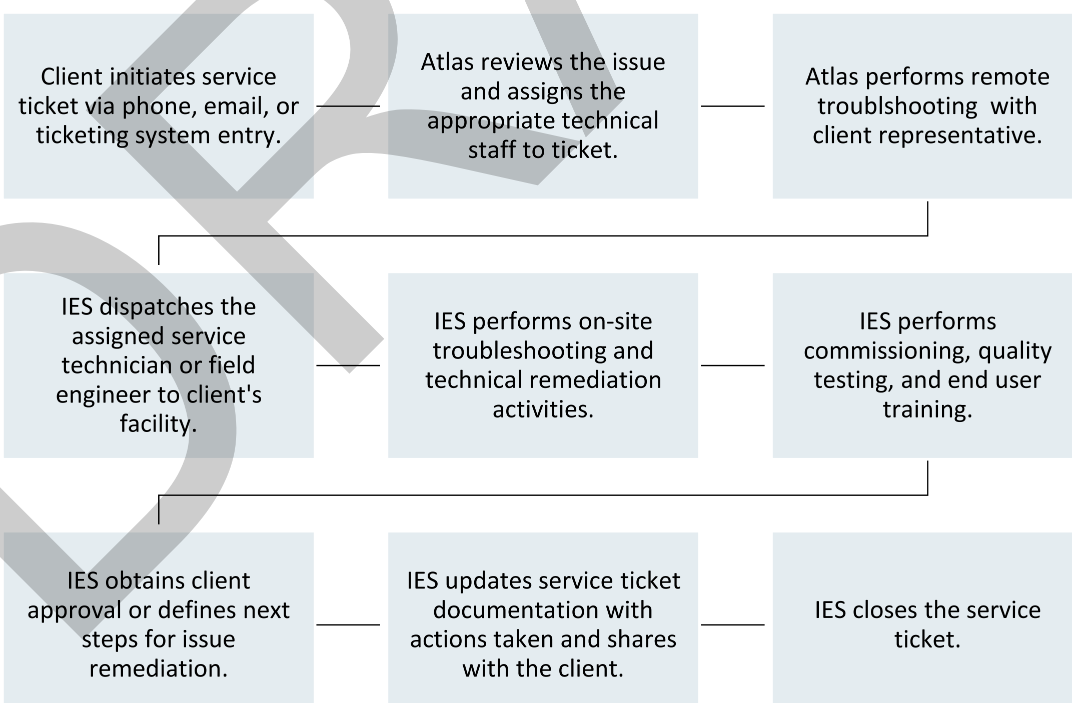
SERVICE	DESCRIPTION
Preventative Maintenance (Year 2-4)	**(1) one** scheduled service visit(s) is allocated **annually** for Hardware/Software Performance Verification and Routine Maintenance by an IES technician after the 1 Year warranty period has ended. IES will work onsite in tandem with Atlas IED to provide an annual health check during this time. We anticipate that all systems will be fully serviced within a maximum of **(5) five qty, (8) eight-hour** periods on site during each visit. IES anticipates that all work will be done after peak season each year during after-hours to avoid significant disruption of service.
On-Site Service and Repair Calls (Year 2-4) **(T&M)**	**No Budget has** been allocated for Onsite RMA, Break-Fix, Troubleshooting, and/or Additional Training by IES employees beyond the Year 1 Warranty Period. Any on-site response required beyond the first year will be billed as required on a **<u>T&M basis</u>.** Atlas IED will provide unlimited 24/7/365 priority 1-hr remote phone and email response to any requests for service during the entire course of this agreement. Any service requests requiring on-site support will be coordinated with and dispatched by IES which includes 24/7 access to an IES Service Manager dedicated to ticket escalation, site coordination and dispatch of technicians are required. Any additional on-site service responses beyond those captured in the statement above will be billed on a **<u>T&M basis</u>** per the Rate Card in Appendix A according to required response time and level of service. IES will require authorization from the Client prior to dispatch beyond the included hourly budget. <u>IES has included an NTE (Not To Exceed) expense budget for any required on-site services required to maintain the system for the duration of the 4 Year Term.</u>
Hardware and Miscellaneous Materials	Overnight advanced replacement for typical major Atlas IED equipment Items has been included as a core component of this Service Agreement should they meet manufacturer RMA thresholds for failure. Miscellaneous installation materials for items needed to perform or complete a service call beyond Year 1 are not included in this agreement. Common items include small parts, cables, minor installation hardware and consumables.

	Any miscellaneous small parts or consumables expended during Years 2-4 of this agreement will be tracked and billed separately on a T&M Basis.
Atlas IED Assurance Plan	In addition to the services detailed above, Included are **(2) two** Seminar Seats per year for factory Atlas IES training in Louisville, KY over the course of **(4) four** years, Access to the PA Announcement Library and Monthly Validation of MS OS Security Updates. Year-4 of the Assurance Plan (Nov 2029-Nov 2030) carries an additional cost since the system will no longer be covered by the standard Manufacturer’s Warranty. Atlas IED has included a price to extend the Manufacturer’s Warranty and software licensing while still providing the same level of service and plan inclusions of the previous 3 Years.

Service Ticket Portal | Freshdesk

IES utilizes the industry-leading Freshdesk platform to ensure seamless communication and efficient resolution of your Service requests. Freshdesk allows for real-time tracking of all Service tickets, providing transparency and accountability throughout the process. Customers can use this intuitive portal to submit Service requests, monitor progress, and view detailed updates on Service request status. The platform also streamlines prioritization, ensuring that urgent issues are addressed promptly. Online registration is offered at no additional cost, with options to customize Identity and Access Management (IAM) principles and procedures to align with your company’s policies. By leveraging Freshdesk, we aim to deliver a superior, transparent, and seamless Service experience tailored to your needs.

Service Initiation & Remediation Process



Service Hours & Response Times

SERVICE	DESCRIPTION
Online & Phone Support (24/7/365)	Regular Business Hours: Monday-Friday 8:00am-5:00pm 24/7/365 Tier 1 Atlas IED Support Included 1-Hour Factory Response (Maximum) 4-Hour IES Service Team Response Upon Escalation from Atlas IED.
Onsite Support (Normal Business Hours)	Monday-Friday 8:00am-5:00pm 48-Hour Response (Maximum) Site Access Requirements will have an impact on the final time of arrival on-site.
Onsite Support (Before & Afterhours)	Monday-Friday 8:00pm-5:00am 48-Hour Response (Maximum) Site Access Requirements will have an impact on the final time of arrival on-site.
Emergency Onsite Support (T&M Basis)	Weekends & Holidays Same-Day Response with a target of (6) Six Hours Maximum Site Access Requirements will have an impact on the final time of arrival on-site.
Service Ticket Portal | Freshdesk	Included

Service Outcomes & Deliverables

IES is committed to providing an exceptional Customer experience by delivering high-quality Services that align with our core values and ensure consistent outcomes.

- Our dedicated Service Team—including management, administrative staff, and technical staff—will work closely with your organization to provide exceptional Service.
- For each level of required Service, IES will assign the appropriate technical staff—including Service Technicians, Audio Visual Technicians, Programmers, and Engineers—who will arrive to the facility in a punctual and professional manner and strictly adhere to all IES and Customer safety and security protocols.
- The IES Service Technician will complete Preventative Maintenance visits to provide routine cleaning, cable management, firmware/software updates, conduct test calls, and return all equipment controls to pre-established operating levels for any contract-covered AV equipment.
- The assigned IES technical staff will provide Onsite Support visits to perform repairs, troubleshooting, meeting support, and additional training for any contract-covered AV equipment.
- The IES Service Team will collaborate with the Customer's IT Team, third-party vendors, and previous integrators to ensure all contract-covered AV equipment is maintained and functioning optimally.
- The IES Account Manager will provide an in-person review of the Service Agreement, annually, or upon request, to discuss overall performance, desired outcomes, and any required contract adjustments.

Mutual Obligations, Assumptions, & Exclusions

Both IES and the Customer commit to good faith cooperation. The Customer is responsible for maintaining its systems and facilities, while IES agrees to deliver Services professionally and promptly. Though IES provides technical expertise, the Customer is ultimately responsible for their systems unless stated otherwise.

Equipment Access, Maintenance, & Alteration

- The Customer must provide IES with access to all contract-covered AV equipment during any schedule Onsite Support and Preventative Maintenance visits.
- The Customer must operate the contract-covered AV equipment within the limits of the equipment functionality, as detailed in the manufacturer's user operations manual(s).
- The Customer may not alter, repair, or modify the components, wiring, or programming of the contract-covered AV equipment without advanced written notification to, and acceptance by IES.

Parts & Labor Outside of Service Agreement

- Material and rental equipment needed to perform services and repairs will be tracked and billed separately **unless otherwise agreed upon by IES and the Customer.**
- For offsite repairs, any required manufacturer labor, IES labor, IES equipment transportation, commercial carrier transportation, and/or shipping and handling charges will be tracked and billed separately **unless otherwise agreed upon by IES and the Customer.**
- Any conditions that existed prior to the start date of this Service Agreement that were not communicated to IES and/or would not have been obvious during an initial OFE System Certification are not included.
- Any alterations, changes, or modifications made to contract-covered AV equipment by the Customer or any third party from the start date of this Service Agreement are not included.
- Any required alterations, changes, or modifications made to control systems or other software programming to facilitate new functionality that was not available at the start date of this Service Agreement are not included.

- For travel to remote locations beyond sixty (60) miles from an IES branch location, travel charges will be tracked and billed separately **unless otherwise agreed upon by IES and the Customer.**
- Travel beyond sixty (60) miles can extend IES onsite response times. IES will coordinate this effort with the Customer and will provide a notification of the expected on-site arrival time upon receipt of a request requiring extended travel.

Abnormal Conditions

- If abnormal operating conditions outside industry standards are noted during any Preventive Maintenance visit or Service visit and the repair or correction cannot easily be accomplished at the time of that visit, a billable Onsite Support visit will be scheduled to correct/repair the noted condition(s).
- If IES finds any malfunctioning equipment or abnormal operating conditions outside industry standards, IES will provide the Customer with a description of the condition and a cost estimate for repair within 5 business days.
- Any IES provided equipment that is found to be malfunctioning during this Service Agreement that is still covered under the manufacturer's warranty will be repaired or replaced at no additional cost to the Customer.
- If any contract-covered AV equipment with an expired manufacturer's warranty is found to be malfunctioning during this Service Agreement, IES will provide the Customer with a cost estimate for repair or replacement of the equipment.
- Upon Customer approval of the repair cost estimate, IES will remove the equipment from site and either repair at our shop or ship to the manufacturer for repair service.

Emergency Service

- A Service typically becomes an emergency when a major portion of a covered system goes down only a few hours before an event that requires the system to function.
- The Customer understands that IES may or may not be able to facilitate an immediate repair of the problem as it is common that a piece of equipment that has failed cannot be repaired in the field and must be sent to the manufacturer for repair.

Owner Furnished Equipment (OFE)

- As this Service Agreement intends to include existing and/or OFE (not new and/or was not provided, installed, or previously serviced by IES), IES reserves the right to inspect the OFE within thirty (30) days of the start date of this Service Agreement to determine if IES will provide the covered Services.
- If IES determines that the OFE is not operating correctly, was not installed properly, or requires service to bring the equipment to good operating condition, IES will provide the Customer with a cost estimate detailing the cost of the Services required to bring the OFE up to good operating condition.
- If any OFE is found to be malfunctioning during the Service Agreement, IES will provide the Customer with a cost estimate to repair or replace the equipment.
- If the Customer declines to have IES perform the work required to bring the OFE up to good operating condition, IES may, at its sole option, refund the full amount of the premium and cancel all or part of this Service Agreement.
- Any necessary Software Licensing required to support the OFE systems will be determined during the course of this initial Service Agreement and priced separately as requested.
- The Customer must provide IES with any relevant as-built drawings, uncompiled source code, GUI files, and DSP programs created by others for any required alterations to any existing systems not provided by IES. If new programming is required, IES can provide the Customer with a cost estimate for the re-written programming.

Third-Party Providers

- IES may use a third-party provider to deliver the Services covered in this Service Agreement and manage Service requests.
- The Customer will provide timely access to the necessary systems, data, or personnel required for the third party to provide their Services.
- IES is not liable for any loss, corruption, unauthorized access, or misuse of the Customer's data caused by third-party providers.
- IES is not liable for losses or damages resulting from actions, delays, or disruptions attributable to the third party beyond IES's direct control.
- IES's responsibility is limited to reasonable efforts in selecting and managing the third party in accordance with this Service Agreement.

Additional Assumptions & Exclusions

- This Service Agreement includes estimated badging and site access costs to facilitate the services included in this pricing. Any additional T&M site visits beyond the budgeted allotment may incur additional costs. These costs will be tracked and billed separately on a monthly basis.

Pricing and Payment

Pricing is Set Forth in Initial Investment Terms. Amounts not timely paid shall accrue interest at the rate of the lower of 1.5% per month, or the highest rate allowed by law, whichever is less.

Remedies

In the event customer fails or refuses to pay the first year's Investment amount to IES within 14 days of signing this Agreement, IES can immediately terminate this Agreement, with no further liability or obligation, upon written notice to customer. Customer's failure to timely pay a subsequent year's Investment amount on its respective Due Date shall be a material breach of this Agreement. If customer fails or refuses to timely pay a subsequent year's Investment amount on its Due Date, IES may, upon three days' written notice: (i) suspend the Services until it receives payment in full, including interest owed; (ii) terminate this Agreement; or (iii) continue providing the Services on revised payment terms and pricing agreeable to both parties. If any of a party's representations or warranties hereunder is found to be false or becomes false during the term of this Agreement, such event shall be a material breach of this Agreement. In the event of a material breach of this Agreement that is not related to timely payment for the Services, the non-breaching party may, upon seven (7) days' written notice: (a) terminate this Agreement immediately upon written notice if the breach is nor cured within the seven-day cure period; or (b) submit a Claim (as defined in "Dispute Resolution" below). IES shall continue to provide the Services during the pendency of a Claim if it was providing Services at the time the Claim was submitted, but IES shall not be obligated to continue providing Services under the Agreement if a Due Date occurs during the pendency of a Claim and customer fails or refuses to pay the contracted Investment amount.

Credit Approval

IES may, at its discretion, run a credit check or make other inquiries into customer's credit history before or after entering into this Agreement. Customer consents to such inquiries and acknowledges that any payment terms offered herein are conditioned on IES's determination that customer's credit history is satisfactory. IES may, at its sole discretion, condition all or some of the Services to be provided under this Agreement on modified payment terms if IES deems customer's credit history or risk profile to be unsatisfactory.

Taxes

The parties acknowledge that the pricing set forth in this Agreement excludes all sales, use, and/or transaction privilege taxes, and that customer shall be responsible for the payment of any such taxes.

Dispute Resolution

The parties agree that any disputes, and all supporting documentation backing a party's claim(s) subject to the dispute, shall be submitted to the other party in writing (a "Claim"). Upon either party's submission of a claim, each party shall then designate one (1) representative to represent its side's interests in the dispute and to try to reach a mutually agreeable resolution with the other party. Each side's representative shall have full power and authority to resolve the Claim(s) brought and to bind its principal. If the parties' representatives are unable to resolve any Claim(s) within fifteen (15) days of such Claim(s) being submitted as described herein, the parties agree that any outstanding disputed Claims shall be settled exclusively by final and binding arbitration held in the greater metro Phoenix, Arizona area, before a qualified, neutral and independent arbitrator to be mutually agreed on by the parties. The substantive laws of the State of Arizona shall apply to any such arbitration. The arbitrator's ruling shall in writing, shall be final and non-appealable, and may be recorded in the appropriate county.

Governing Law and Venue

This Agreement shall be governed by and construed according to the laws of the State of Arizona, without consideration for its conflict of laws principles. Resolution of any dispute(s) arising hereunder shall take place in the greater Phoenix, Arizona metropolitan area.

Integration, Amendments, and Waiver

This Agreement constitutes the entire agreement of the parties relating to its subject matter and is not subject to any other prior or contemporaneous oral or written agreements or understandings whatsoever. This Agreement may be modified only via written amendment signed by both parties. No failure or refusal by either party to exercise any right or to demand any performance hereunder shall be deemed a waiver, and neither party may waive any of its rights hereunder unless such waiver is put forth in writing by the party charged.

Interpretation

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against either party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of all parties hereto. All section headings are for reference only and shall not affect the meaning or interpretation of the terms herein.

Independent Contractors

The parties acknowledge and agree that this Agreement shall not create any employment relationship between the parties or between any of their respective employees or contractors. The parties are and shall be independent contractors with respect to the other.

Authority and Organization

The parties mutually represent and warrant

to each other as follows. A party's respective authorized signatory to this Agreement is that party's authorized agent for the purpose of signing and entering into this Agreement, and each such authorized signatory has full corporate, limited-liability-company, or partnership (as applicable) power and authority to bind its principal in contract.

Counterparts

This Agreement may be executed by facsimile or other electronic means of communication and in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

Cancellation

The parties agree that this Agreement is a non-cancelable contract except as expressly set forth herein. Customer acknowledges that it shall forfeit all amounts paid to IES if customer attempts to unilaterally terminate this Agreement. Customer acknowledges and agrees that all monies paid to IES hereunder, including the Investment amount, are earned when paid and are non-refundable.

Delays

IES shall not be responsible for delays in performance of the Services or delivery of any Deliverables caused by any act or omission of customer, or by any acts or omissions of third parties under customer's direct or indirect control. Neither party shall be liable to the other for any delays caused by natural disasters, acts of war, civil or labor unrest, terrorism, fire, flood, earthquake, epidemic/pandemic, quarantine, or supplier delays caused by any of the foregoing (each such event being a "Force Majeure Event"). If a party's performance is made impossible or economically impractical by a Force Majeure Event, such party shall give written notice to the other party within three (3) days of the Force majeure Event. In such case, IES's duty to perform shall be suspended for the same number of days that the Force Majeure Event continues to make performance impossible or economically impractical, and the Due Date for the next year's Investment payment shall be extended by the same number of days that IES's performance is suspended hereunder.

Indemnification and Limitation of Liability

Each party hereby agrees to indemnify, defend and hold harmless, to the extent of its fault, the other party and its respective affiliates, parents, subsidiaries, contractors and consultants, and each of their respective employees, officers, managers, members, directors and agents, from and against any and all third-party claims, suits, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) (each, a "Loss") arising under this Agreement. The parties expressly agree that each party's indemnity and defense obligations to the other as set forth in this section shall be determined according to the indemnifying party's proportional fault for such Loss as between the parties. If both parties are found to have caused the Loss triggering the indemnity and defense obligations set forth in this section, the parties' indemnification obligations to each other shall offset such that the party more responsible for the harm (if any, the "More Responsible Party") is only responsible for indemnifying the proportion of the Loss by which the More Responsible Party's fault is greater than the other party's fault. In the event both Parties are not at fault for the Loss alleged by any third party(ies), the Parties shall each bear their own legal fees and costs of defense. The parties acknowledge and agree that IES's total liability on or for any claims arising under or related to this Agreement is capped at the lesser of (i) the total Investment amount owed to IES hereunder, or (ii) the total Investment amount actually paid to IES. TO THE FULLEST EXTENT PERMITTED BY LAW, NO PARTY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, COST OF CAPITAL, LOSS OF BUSINESS, LOSS OF USE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, AND WHETHER OR NOT THE RELEASED PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHER BASES OF LIABILITY. This provision shall survive any termination or expiration of this Agreement for a period of twelve (12) months.

Attorney Fees

If either party seeks to enforce any of its rights under this Agreement, and ultimately prevails in any arbitration arising out of the enforcement of such right(s), the prevailing party shall be entitled to its reasonable attorney's fees and court costs. As used herein, the term prevailing party means the party who, in light of the claims, causes, or action, and defenses asserted, is afforded greater relief.

Notices

Notices sent by prepaid nationally recognized overnight courier shall be deemed delivered as of the date of the courier's delivery confirmation. Notices sent by e-mail to the party's e-mail address listed above shall be deemed delivered (i) as of the date sent, if sent during normal business hours (9am to 5pm, Monday through Friday in the recipient's time zone), with subsequent confirmation of receipt, or (ii) as of the next business day if no confirmation of receipt is given. When notices are required under this Agreement, a copy shall be sent to: IES Communications, LLC, 2801 S Fair Lane, Tempe, AZ 85282, Attn: Legal Department.

No Solicitation for Hire

For the term of this Agreement and for a period of one year following the expiration or termination of this Agreement, the parties agree not to solicit for hire the employees, of the other party, or to contract with the subcontractors, suppliers, or independent contractors of the other party. This non-solicitation promise shall not be construed to limit the normal employment advertising and hiring activities of either party, nor shall it be construed to prohibit or limit a party's use of any contractors or suppliers with whom it has pre-existing business relations. The parties acknowledge that money damages would not be a sufficient remedy for any breach of this provision, that any breach of this provision will cause irreparable harm to the non-breaching party, and that the harm to the non-breaching party from a breach or threatened breach of this provision far outweighs any potential harm resulting from an injunction or other order preventing a breach of this provision. Accordingly, in the event of any such breach or any threatened breach of this provision, in addition to any other remedies at law or in equity that the non-breaching party may have, the non-breaching party shall be entitled to equitable relief, including injunctive relief or specific performance, or both. This provision shall survive any termination or expiration of this Agreement.

Covenant Not to Compete

In furtherance of protecting IES's confidential information, customer agrees for itself and its affiliates, that for a period of one (1) year from the expiration or termination of this Agreement, that it shall not, and its affiliates shall not, directly or indirectly solicit the business of any IES customer to whom it was introduced through or in connection with this Agreement, or through or in connection with any disclosure, intentional or otherwise, of IES confidential information to it by any IES employee or contractor. The foregoing restrictions shall not apply to IES customers with whom customer has independently existing business relations on the Effective Date.

Confidentiality

The confidentiality and use of data, drawings, documents, and photographs related to any [Project, the Design-Build Proposal, the Design-Build Contract,] and this Agreement are subject to the terms and conditions of this Agreement and any non-disclosure agreement executed by the parties and attached hereto.

Warranty

IES shall perform the Services contracted for in this Agreement according to prevailing industry standards and best practices, in a good a workmanlike manner, with professionally reasonable care and diligence. If any of the Services fail to meet the foregoing standards, IES shall, upon written notice from customer during the term of this Agreement, promptly take and diligently pursue correction of the defective Services and replacement of any defective Deliverables, at no cost to customer. The foregoing warranty shall be customer's sole and exclusive remedy with respect to alleged defects in the Services or Deliverables.

Acceptance Audit for Covered Equipment Not Installed by IES

If the covered systems and components (i) are not new, or (ii) were not provided by IES, or (iii) were not installed by or serviced by IES, IES reserves the right to inspect the equipment prior to the commencement of this Agreement. IES will evaluate the equipment and determine if it is operating correctly and within the manufacturer's standards. If IES determines that the equipment is not operating correctly, properly, or requires Service or repairs to bring the equipment to good operating condition, IES will produce a proposal within 5 business days to the customer noting the cost of such Service. This Service is not covered by this Agreement. If the customer declines to have IES perform the work required to bring the covered systems and components up to good operating condition, IES may, at its sole option, remove impacted systems or components from coverage under the Service Agreement. IES may reduce the scope and/or provide a refund a portion of the Service Agreement as required.

Pricing & Authorization

DESCRIPTION	TOTAL
Atlas IED Assurance Plan (In tandem with IES warranty) - Year 1 - 11.20.26 - 11.20.27	$33,640.96
IES Service Agreement + Atlas IED Assurance Plan - Year 2 - 11.20.27 - 11.20.28	$50,430.81
IES Service Agreement + Atlas IED Assurance Plan - Year 3 - 11.20.28 - 11.20.29	$50,944.86
IES Service Agreement - Year 4 + Extended Atlas IED Assurance Plan - 11.20.29 - 11.20.30	$85,661.65
Expenses for Additional Required On-Site Services for Years 1-4 (Not To Exceed)	$30,000.00
Year 1-4 Total:	**$250,678.28**
Year 1-4 Tax:	**$0.00**
Year 1-4 Total with Tax:	**$250,678.28**

IES shall perform the Services described in the attached proposal dated 7/27/26 (collectively, the "Services"), which Services are hereby incorporated by reference, according to the terms and conditions set forth herein.

This Agreement shall remain in effect for an Initial Term of **One (1)** years beginning **11/20/2026 (estimated)**. 30 days Prior to the expiration of the Initial Term, each subsequent renewal term annual price shall be reviewed with the Customer and adjusted for any required additions or deletions to Services for the new renewal term.

"Jackson Hole Airport"

By signing below, I am accepting this proposal and the attached terms and conditions.

Customer Authorized Signature | Date

Customer Printed Name | Customer Title

IES Communications, LLC

IES Authorized Signature | Date

IES Printed Name | IES Title

Appendix A | Service Rate Card – Audio Visual

Normal Business Hours (M-F 8:00am-5:00pm) 48-Business Hour On Site Response

SERVICE	RATE PER HOUR (COP CONTRACTY RATES)	COMMENTS
Service Technician	$250.00	Four (4) hour minimum charge per service request. (Onsite Support)
Programmer	$150.00	Four (4) hour minimum charge per service request. (Remote Support)
Engineer	$125.00	Four (4) hour minimum charge per service request. (Remote Support)
Phone Support	Waived	One (1) hour minimum charge per service call.
Travel Charge	Waived	Travel charged departure point to destination, round trip.

Before & Afterhours (M-F 5:00pm-8:00am) 48-Business Hour On Site Response

SERVICE	RATE PER HOUR (WITH SERVICE AGREEMENT)	COMMENTS
Service Technician	$350.00	Four (4) hour minimum charge per service request. (Onsite Support)
Programmer	$225.00	Four (4) hour minimum charge per service request. (Remote Support)
Engineer	$187.50	Four (4) hour minimum charge per service request. (Remote Support)
Phone Support	$112.50	One (1) hour minimum charge per service call.
Travel Charge	$100.00	Travel charged departure point to destination, round trip.

Emergency (M-F 5:00pm-8:00am + Weekends & Holidays) Same Day On Site Response

SERVICE	RATE PER HOUR (WITH SERVICE AGREEMENT)	COMMENTS
Service Technician	$350.00	Four (4) hour minimum charge per service request. (Onsite Support)
Programmer	$300.00	Four (4) hour minimum charge per service request. (Remote Support)
Engineer	$250.00	Four (4) hour minimum charge per service request. (Remote Support)
Phone Support	$150.00	One (1) hour minimum charge per service call.
Travel Charge	$150.00	Travel charged departure point to destination, round trip. (Remote Support)

EQUIPMENT	FREQUENCY	COMMENTS
All Systems Provided under **JobID: 341146-001**	**Annual**	IES Provided Preventative Maintenance from **November 20, 2027, to November 20, 2030**. All Systems to receive maintenance to be scheduled for a minimum of **(2) Two Weeks in Advance.** Includes Coordination with Atlas IED Factory Staff Onsite to provide annual system wide health check and written validation. Atlas IED will provide an annual Health Check beginning in Nov 2026 (to run concurrently with the standard IES workmanship warranty)

SERVICE	DESCRIPTION
Preventative Maintenance	A set number of service visit(s) allocated for AV System Performance & Verification, and Hardware/Software Performance Verification. Coverage includes all IES-provided AV systems integrated under a previous project and/or all existing Owner Furnished Equipment (OFE) systems.
Onsite Support (Normal Business Hours)	A set number of hours allocated for RMA, Break-Fix, Troubleshooting, Meeting Support, and Additional Training. Coverage includes up to a set number of service calls per year, with a minimum of (4) four hours booked per service request. 48-hour response time (maximum) during normal business hours.
Onsite Support (Before & After Hours)	A set number of hours allocated for RMA, Break-Fix, Troubleshooting, Meeting Support, and Additional Training. Coverage includes up to a set number of service calls per year, with a minimum of (4) four hours booked per service request. 48-hour response time (maximum) for before or after hours support.
Emergency Onsite Support (Emergency Response)	A set number of hours allocated for RMA, Break-Fix, Troubleshooting, Meeting Support, and Additional Training. Coverage includes up to a set number of service calls per year, with a minimum of (4) four hours booked per service request. Same-day response time during normal business hours.
AV Field Engineering & Control System Programming	A set number of hours allocated for Software/Firmware Updates and Moves/Adds/Changes (MACs). Coverage includes Control System programming changes and DSP updates. A minimum of (4) four hours will be booked per service request. 48-hour response time (maximum) during normal business hours.
Software Licensing	Maintenance and activation of software licensing of specific software product(s).
Remote Management of Networked AV Devices	Service support using remote management of specific networked AV device(s).
OFE System Certification	A set number of service visit(s) allocated prior to the start of the Service Agreement to test and document each of the covered OFE systems. Activities performed include verifying system performance, routine cleaning, cable management, photographing systems, gathering network information, and collecting customer-provided drawings for creating as-builts. Coverage includes specific Meeting Room(s), Signage Location(s), and Audio and Paging System(s).
Extended Travel Budget	Extended budget allocated for IES travel to remote locations beyond (60) sixty miles from an IES branch location. Coverage includes travel costs associated with airfare, rental car, hotel, travel time, and per diem.
Material Budget	Material budget allocation for miscellaneous items needed to perform or complete a service call that are not included in this agreement. Common items include parts, cables, consumables, and equipment. Materials used will be tracked and billed separately.

*This is comprehensive list of services offered by IES Communications which includes services covered in this proposal, as well as additional services available for an extra cost. For a list of services that are included in this proposal, please view the *Service Agreement Coverage* section.

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	KLJ Owners Representative Agreement Amendment #4
Subject/Agenda Item Type:	☐Action Item ☒ Consent Agenda Item
Presenter/Point of Contact:	Dustin Havel

Background/Description:
KLJ Engineering has been providing Owner's Representative services for the JAC GA Facilities Project under an Agreement originally executed on October 26, 2022. The base agreement has had three amendments to expand the services and time of performance. This 4th Amendment to the Agreement extends the period of service from July 5, 2026, through August 29, 2026, and increases the Not to Exceed amount of the Agreement by $13,000. This Amendment will continue Owner's Representative services through the final close out of the Admin/FBO Building project which is expected to occur in August. This is the last planned amendment to the Agreement. As discussed with the Board, staff issued a solicitation to competitively procure Owner's Representative services for the next large capital project to be delivered through a Construction Manager at Risk, which is the baggage handling system project. That will be a separate board action item in the future.

Fiscal Impact:
The Not to Exceed amount of the previously authorized Agreement is increased by $13,000, for a total Not To Exceed amount of $925,600 for Owner's Representative services for the GA Facilities Project.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
None.

Procurement Methodology:
No procurement processes required for this Amendment.

Legal Review:
Airport Attorney, Dan Reimer, has reviewed Amendment #4 to the KLJ Owner's Representative Agreement.

Suggested Motion:
Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.

If removed from Consent Agenda: I move approval of the 4th Amendment to the KLJ Owner's Representative Agreement for the JAC GA Facilities Project in the form presented.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: July 5, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: October 26, 2022

Owner: Jackson Hole Airport Board

Engineer: KLJ Engineering, LLC

Project: JAC GA Facilities Project

Nature of Amendment:

X Modifications to services of Engineer

X Modifications of payment to Engineer

Description of Modifications:

The Owner and Engineer agree to the following changes to Agreement provisions.

A. 1.01 B. – The period of service is extended through August 29, 2026.

B. 7.01 A.3. – Compensation for services and reimbursable expenses for the additional term of the Agreement shall not exceed $13,000.00; total compensation under the Agreement shall not exceed $925,600.00. Fee increase is based on 5 weeks of services at 10 hours per week.

C. Engineer shall invoice Amendment No. 4 services and reimbursable expenses in Project #2205-01485.2.

Agreement Summary:

Original agreement amount:	$407,200.00 NTE
Net change for prior amendments:	$505,400.00
This amendment amount:	$ 13,000.00
Adjusted Agreement amount:	$925,600.00 NTE

Change in time for services (days or date, as applicable): Term of services is extended through August 29, 2026. Owner may unilaterally extend term of services within the NTE amount, and Engineer will provide those services subject to staff availability.

The foregoing Agreement Summary is for reference only, and except as expressly stated above, does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
Jackson Hole Airport Board	KLJ Engineering, LLC
By:	By:
Print name: Melissa Turley	Print name: Ben Dzioba
Title: Board President	Title: Vice President, Construction
Date Signed:	Date Signed:

ATTEST:

John P. Carey III
JAC Board Secretary

Date Signed: ___________________________________

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	License Agreement to Conduct Limited Vending Concession
Subject/Agenda Item Type:	☐Action Item ☒ Consent Agenda Item
Presenter/Point of Contact:	Dustin Havel

Background/Description:

Tailwind JAC LLC. approached Airport staff asking to add a vending machine near Gates 1 and 2 in the hold room. They believe that a vending machine in this location would serve customers who prefer not to leave their gate area convenient access to food and beverage options. The vending machine would include fresh made food items. Staff recommends allowing Tailwind JAC LLC. to place one vendor stocked machine in this area. Tailwind JAC LLC. will be responsible for all costs, including bringing power to the agreed upon location.

Presented for Board consideration is a License Agreement to Conduct Limited Vending Concession. This License Agreement permits the installation of the machine on a trial basis to determine the feasibility from both a concession operator and Airport perspective, with either party being able to terminate the Agreement with 10 days written notice. The Operator is responsible for all costs and labor associated with the installation, stocking, maintenance, repair and removal of the vending equipment.

Fiscal Impact:

All revenues derived from the Vending Machine shall be considered Gross Revenue subject to the Percentage Fee set forth in the existing Airport Facilities Lease and Concession Agreement.

Staff Input/Recommendation:

Staff recommends approval of this License Agreement. This Agreement is flexible and allows either party to terminate this Agreement for cause or convenience by providing no less than 10 days written notice to the other Party. This allows both Tailwind JAC LLC and the Airport to terminate the Agreement and remove the vending machine if desired.

Alternatives:

The Board could choose not to approve this License Agreement to Conduct Limited Vending Concession services. In this scenario, Tailwind JAC LLC. would continue to provide all current Concession Services under their existing Airport Facilities Lease and Concession Agreement but would not be permitted to provide automated food and beverage services as authorized under this License Agreement.

Procurement Methodology:

Tailwind JAC LLC. operates under a Concession Agreement at the Jackson Hole Airport. No additional procurement process is required for this License Agreement for Limited Vending Services.

Legal Review:

This License Agreement was drafted by Airport Attorney, Dan Reimer.

Suggested Motion:

Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.

If removed from Consent Agenda: I move approval of the License Agreement to Conduct Limited Vending Concession in the form presented.

JACKSON HOLE AIRPORT
LICENSE AGREEMENT
TO CONDUCT LIMITED VENDING CONCESSION

THIS LICENSE AGREEMENT (The "Agreement") is made and entered into as of August 19, 2026, by and between the **JACKSON HOLE AIRPORT BOARD**, a joint powers airport board pursuant to the laws of the State of Wyoming, having an address of P.O. Box 159, Jackson, Wyoming 83001 (the "Board"), and **TAILWIND JAC, LLC,** a Limited Liability Company, having an address of 408 Landmark Drive, Wilmington, North Carolina 28412 (the "Operator").

RECITALS

The parties recite and declare that:

A. The Board is the operator and proprietor of the Jackson Hole Airport ("Airport").

B. The Parties entered into the Airport Facilities Lease and Concession Agreement, effective on December 17, 2025, and commencing on April 8, 2026, as amended by the First Amendment effective on April 8, 2026, and the Second Amendment effective on July 1, 2026 (together the "Lease").

C. Operator has requested, and Board wishes to permit on a temporary and exploratory basis, making automated retail facilities and services ("Vending Services") available in the commercial passenger terminal at the Airport ("Terminal").

IN CONSIDERATION of the following covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board authorizes the Operator to exercise the privileges hereinafter set forth on terms and conditions by which the Operator agrees to abide.

1. <u>RIGHTS GRANTED</u>.

1.1 Operator is authorized to provide automated food and beverage services in approved locations in the Terminal. The vending locations shall be as shown on **Exhibit A**. The rights conferred by this Agreement include the right of ingress and egress to and from the vending locations as necessary for the installation, stocking, maintenance, repair and removal of the vending equipment, provided such ingress and egress shall not unduly interfere with the safe, secure and efficient operation of the Airport.

1.2 Operator represents that it has inspected the designated vending locations and finds them suitable for the permitted uses in their "as is" condition.

1.3 Operator shall be responsible for bringing utilities to the vending locations necessary to provide the Vending Services; provided however, that the vending equipment shall not be separately metered and Operator shall not be obligated for the cost of utility services under this Agreement.

1.4 Operator is authorized to install promotional and instructional signage within the vending locations, as approved by the Executive Director.

1.5 The rights conferred hereunder include the right to engage in permitted commercial activities and the right to access the Airport to conduct permitted commercial activities and do not include any leasehold or other possessory interest in real property.

2. **TERM OF THE AGREEMENT.** This Agreement shall be effective September 1, 2026, and shall be for a one-year term ending August 31, 2027. Either Party may terminate this Agreement for cause or convenience upon providing no less than ten (10) days prior written notice to the other Party. Upon expiration or early termination, Operator shall remove all equipment in the vending locations and return the same to a "broom clean" condition. Should the Parties agree to continue Vending Services at the Airport after expiration of this Agreement, the Parties shall amend the Lease to establish terms and conditions for continuing Vending Services.

3. **EQUIPMENT TO BE PROVIDED BY OPERATOR.** Operator will furnish, at its own expense, all equipment, supplies and personnel necessary to its operations authorized by this Agreement.

4. **APPLICATION OF LEASE.**

4.1 This Agreement is expressly subject to all of the terms and conditions set forth in the Lease.

4.2 Without limiting the generality of the foregoing, all revenues derived by Operator from the Vending Services shall be considered Gross Revenue subject to the Percentage Fee set forth in the Lease.

5. **OBLIGATIONS OF OPERATOR.**

5.1 The vending machines and auxiliary equipment provided by Operator shall be the glass-front variety, new in appearance, in good operating condition, Energy Star rated, and no older than twenty-four months at the time of installation.

5.2 All vending machines shall have closed bases to minimize accumulation of debris and enclosures or casings that are compatible with the adjacent finishes in the Terminal, as approved by the Executive Director.

5.3 Operator shall ensure that vending machines and Vending Services comply with applicable requirements of the Americans with Disabilities Act.

5.4 Each vending machine shall be configured to avoid charging customer, or providing an immediate refund, in the event the equipment fails to dispense the requested product.

5.5 Operator shall service and fill the vending machines at sufficient intervals to ensure the machines and shelves are full and the products are fresh. Upon notification by a Board representative that a machine or shelf is empty or low in inventory, the machine or shelf must be serviced or restocked within twenty-four (24) hours of the notification.

5.6 Operator shall be responsible for removing from the Airport expired and damaged products and large packaging and other recyclable materials.

5.7 Operator shall prominently display at each vending location customer service contact information for customers requesting support or a refund.

5.8 Operator shall seek to ensure maximum uptime of its point-of-sale systems and any internal mechanisms in its vending machines, including by remote monitoring, routine servicing and software upgrades. During normal business hours, seven days each week, including holidays, Operator shall respond to reports of malfunctioning or inoperative equipment as quickly as possible and within no more than sixty (60) minutes. In the event a repair is required to return the malfunctioning or inoperative equipment to service, Operator shall conduct the repair as quickly as possible and within no more than thirty (30) days.

6. **<u>ASSIGNMENT</u>.** This Agreement may be assigned by Operator or Board in the same manner and according to the same procedures as set forth in the Lease.

7. **<u>DEFAULT AND TERMINATION</u>.**

7.1 This Agreement shall be enforced in the same manner as the Lease. In the event the Lease is terminated by either Party, this Agreement also shall terminate.

8. **<u>MISCELLANEOUS PROVISIONS</u>.**

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

8.2 <u>Time of Essence</u>. Time is of the essence in this Agreement.

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

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

8.5 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the Board or Operator in its rights and obligations contained in valid covenants, conditions or provisions.

8.6 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of the Board and to the permitted assigns of Operator.

8.7 Notices. Notices and demands provided for herein shall be sufficient if hand delivered or sent by Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing. Notices given in accordance with these provisions shall be deemed received when hand delivered or mailed.

8.8 Governing Law, Venue and Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Claims or disputes between the parties arising out of or relating to this Agreement or breach thereof shall be brought in a state court in and for Teton County, Wyoming, unless the parties mutually agree otherwise. For valuable consideration, and after opportunity to consult with legal counsel, the parties agree that in any action to enforce or otherwise arising under the terms of this Agreement, each party knowingly waives its right to a trial by jury as to any and all claims in such an action, and agrees instead to proceed to a trial by the court.

8.9 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

8.10 Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Board and Operator, it being expressly understood and agreed that neither the method of computation of fees, nor any other provisions contained in this Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between the Board and Operator other than the relationship of licensor and licensee.

8.11 Non-Waiver. Waiver of any breach of covenants herein contained to be kept and performed by the Operator shall not be deemed a continuing waiver and shall not operate to bar or prevent the Board from declaring forfeiture for any succeeding breach either of the same or another condition or covenant.

8.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

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

ATTEST:

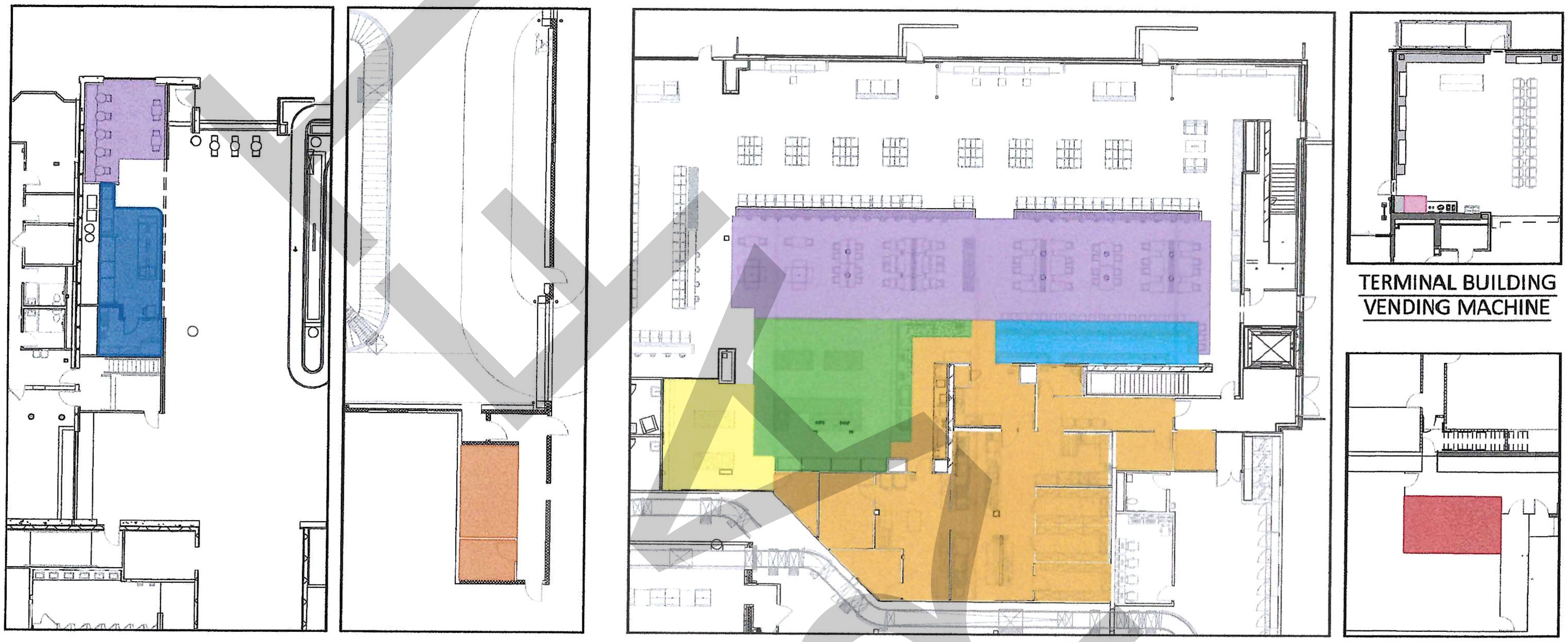
JACKSON HOLE AIRPORT BOARD

____
John Carey, Secretary

By: ______________________________
Melissa Turley, President

TAILWIND JAC, LLC

By: ______________________________
Jeffrey Switzer, CEO
8/12/26



TERMINAL BUILDING
BAGGAGE CLAIM
FOOD SERVICE AREA

TERMINAL BUILDING
FOOD DELIVERY AND STORAGE

TERMINAL BUILDING
RESTAURANT AREA

TERMINAL BUILDING
VENDING MACHINE

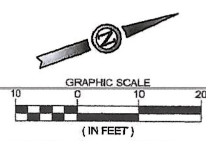
NORTH BASEMENT
RESTAURANT STORAGE

SPACE USE LEGEND (NON-SECURE AREA) - CUMULATIVE 986 FT^2

387 FT^2	BAGGAGE CLAIM FOOD SERVICE AND STORAGE
315 FT^2	FOOD DELIVERY AND STORAGE
284 FT^2	SEATING NON-EXCLUSIVE PUBLIC USE

SPACE USE LEGEND (SECURE AREA) - CUMULATIVE 6,765 FT^2

2,590 FT^2	RESTAURANT/ KITCHEN/STORAGE
1,000 FT^2	GRAB AND GO
360 FT^2	BAR
427 FT^2	RETAIL
2,153 FT^2	SEATING NON-EXCLUSIVE PUBLIC USE
15 FT^2	VENDING MACHINE
220 FT^2	NORTH BASEMENT STORAGE



JACKSON HOLE AIRPORT

JACKSON, WYOMING

JACKSON HOLE AIRPORT
RESTAURANT AND RETAIL SPACES

DATE: JULY 28, 2026

Plotted July 28, 2026 @ 3:11 PM by Fiore, Paul
L:\JAC\0-JAC General\Miscellaneous\Terminal\Exhibits\Food Service\Terminal Food Service Areas.dwg

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	Standard Form Agreements
Subject/Agenda Item Type:	☐Action Item ☒ Consent Agenda Item
Presenter/Point of Contact:	Anna Valsing

Background/Description:
Presented for Board review are two forms of standard agreements for ongoing use at the Airport. Several years ago, the Board approved a Standard Form Terms & Conditions to append to vendor-provided quotes or proposals. Staff has identified some limitations in the prior form, particularly tied to its use for the purchase of equipment or goods. Staff is recommending two different versions of Standard Terms and Conditions: one is specific to the purchase of equipment or goods and the other is for services provided at the Airport. Having standard form agreements allows us to provide a common set of Airport-specific terms, ensures protection of Airport interests, and promotes compliance with our legal obligations under federal and state law.

These standard form agreements are used when purchases are valued at more than $5,000 and the vendor provides a quote or proposal. This most often occurs with direct contact or informal solicitation. Examples include things like system maintenance services (HVAC, etc.) and IT equipment purchases. If the contract is based on a formal solicitation for a high-value or multi-year project, a more extensive professional services agreement, engineering or construction contract or other project-specific document should be used instead of these standard forms. These forms should not be used for any goods or services purchased with federal or state grant funds.

The signature authority outlined in the Board-approved Procurement Policy will still apply for all agreements, whether using these Standard Terms and Conditions or other form of agreement. Generally, Board approval is required for any purchases or service agreements valued at over $150,000.

Fiscal Impact:
No fiscal impact.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
Staff could continue to use the existing Standard Terms and Conditions form or create a custom Agreement to append to each proposal or quote. These updated Standard Terms and Conditions are another step towards streamlined internal processes and procedures.

Procurement Methodology:
Not applicable.

Legal Review:
These Standard Form Agreements were drafted by the Jackson Hole Airport attorney, Dan Reimer.

Suggested Motion:
Consent Agenda Motion: I move approval of Consent Agenda Items A1 through A5.

If removed from Consent Agenda: I move approval of the Standard Form Agreements as presented.

Standard Form Purchase Order and

Standard Terms and Conditions for On-Airport Services

Purpose:

- To provide a common set of **Airport-specific** terms for the purchase of goods and services
- To ensure protection of **Airport interests**
- To **promote compliance** with our legal obligations under federal and state law

When to use these standard forms:

- Purchases valued at more than $5,000
- When a vendor provides quote or proposal, typically through direct contact or informal solicitation
- Examples include system maintenance services (HVAC, etc.) and IT equipment purchases
- When there is no contract provided by the vendor, a document with very limited terms, or they use a standard form agreement that may be challenging to change or adapt for our circumstances (e.g., requires extensive effort and/or coordination with multiple departments, etc.)
- Even if the vendor or contractor has a form of agreement, our standard form can be **added** and will together make up our contractual agreement and control in the event of a conflict with the vendor's or contractor's agreement.
- If the contract is based on a formal solicitation for a high-value or multi-year project, a professional services agreement, engineering or construction contract or other project-specific document should be used instead of these standard forms.
- Do **not** use these forms for goods and services purchased with federal or state grant funds.

When to use the Standard Form Purchase Order:

- **In general, use the PO for goods**
- Equipment or supplies that are delivered to Airport or that involve limited installation, training and maintenance

When to use the Standard Terms and Conditions for On-Airport Services:

- **In general, use the Standard T&Cs for services**
- When services will be performed on the Airport
- When the services are discrete and time-limited, typically one year or less

Jackson Hole Airport Board
Standard Terms and Conditions
for On-Airport Services
Jackson Hole Airport

CONTRACTOR:

Business Name:

Business Address:

Contact Name:

Contact Phone:

Contact Email:

CUSTOMER:
Jackson Hole Airport Board
1250 East Airport Road
PO Box 159
Jackson, WY 83001

Description of Service or Work Provided:

Associated with Proposal or Quote Number:

1. **Contract Documents and Order of Precedence**. These Standard Terms and Conditions for On-Airport Services ("Standard T&Cs") are issued by the Customer to the Contractor identified above. These Standard T&Cs, together with any proposal, quote, service or support agreement and scope of work (together the "Contract Documents") constitute the agreement between Customer and Contractor for the service or work identified above. In the event of a conflict between these Standard T&Cs and the proposal, quote or other Contractor-provided document, these Standard T&Cs shall control, unless explicitly stated otherwise herein.
2. **Maximum Contract Liability**. $___________, inclusive of all labor, materials, equipment, permits, overhead, profit and other costs. Contractor will not perform work or incur costs in excess of the maximum contract liability without Customer's prior written authorization in a signed amendment. Customer has no obligation to pay for unauthorized work.
3. **Prompt Payment**. In accordance with Wyoming Statutes Section 16-6-602, Customer shall pay Contractor within forty-five (45) days after receipt of a correct notice of amounts due or pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to Customer's obligation to pay all or a portion of the account. Customer may agree to an earlier payment deadline stated expressly in the Contract Documents but in no event shall be subject to late fees or interest except as provided in this paragraph.
4. **Term**. The effective date of these Standard T&Cs shall be _________________. Unless stated expressly otherwise in the Contract Documents, the term of these Standard T&Cs shall be no more than one (1) year from the effective date.
5. **Termination**. Customer may terminate these Standard T&Cs and the Contract Documents, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon receiving notice of termination from Customer, Contractor shall immediately cease the services or work and notify all vendors and subcontractors to do the same. Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all services and work performed, and for all equipment and products delivered to the Airport, up to the date of termination. Contractor shall be entitled to non-cancelable or non-returnable orders and to demobilization costs that it can substantiate and document; provided however, Contractor shall not be entitled to any further termination payment, including for anticipated profit.
6. **Compliance with Law**. For all work and services performed on the Airport, Contractor shall comply with (i) all safety and security laws, rules and directives applicable to Customer and/or the Airport, and (ii) Airport Rules and Regulations.
7. **Performance Standard**. Contractor shall perform the services and work in accordance with the standards of professionalism and workmanship for similar contractors performing similar services in similar environments.
8. **No Interference with Airport Operations**. Contractor acknowledges that the Airport serves as critical transportation infrastructure and provides commercial passenger services seven days per week each day of the year and must remain open for aeronautical use at all times. Contractor must avoid interrupting or interfering with the safe, secure and efficient operation of the Airport and shall schedule and arrange the services and work to minimize disruption, in cooperation and consultation with Customer. Interference with Airport operations that has not been pre-approved by Customer is grounds for termination of the Contract Documents. Contractor shall be responsible for physical damage to the Airport, including structures, vehicles, equipment and personal property, caused by Contractor's principals, employees, subcontractors and agents. Contractor further shall be responsible for civil fines or damages arising from Contractor's violation of the Transportation Security Regulations or Airport Security Program.
9. **Worker Safety**. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to its employees. Contractor retains full responsibility to monitor its compliance, and its subcontractor's compliance, with the applicable requirements of the Occupational Safety and Health Act of 1970 and implementing regulations at 29 C.F.R. Part 1910. Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
10. **Wages**. Contractor shall be responsible for paying its employees the minimum wages as may be prescribed by federal law, including without limitation the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as well as any applicable minimum wages as prescribed by the State of Wyoming, Teton County and the Town of Jackson.
11. **Insurance**. Contractor represents and warrants that it carries and maintains insurance coverages which are consistent with best industry standards for professionals and laborers performing similar services in similar environments.
12. **Workers Compensation**. Contractor shall comply with the Wyoming Worker's Compensation Act (Wyoming Statutes Title 27, Chapter 14). If Contractor is a nonresident, Contractor shall comply with the specific requirements of the Act applicable to nonresident employers currently found at Wyoming Statutes Section 27-14-301 through 27-14-307.
13. **Indemnity**. Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance under these Standard T&Cs. Notwithstanding anything in the Contract Documents to the contrary, Customer is legally barred by the constitution and laws of the State of Wyoming from indemnifying Contractor or limiting Contractor's liability in a manner that would require Customer to give its credit or donate to Contractor.
14. **Warranty**. All services or work performed hereunder shall have a minimum of a one (1) year warranty on workmanship.
15. **Licenses**. Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the services or work hereunder.
16. **Wyoming Preference**. In accordance with Wyoming Statutes Section 16-6-104, Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state. Contractor shall be responsible for compliance with applicable requirements of the Wyoming Preference Act, codified at Wyoming Statutes Section 16-6-101 through 16-6-108.
17. **Non-Discrimination**. In its performance of the services hereunder, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of these Standard T&Cs.
18. **Public Records**. Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §16-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. The proposal, quote or agreement to which these Standard T&Cs are attached is subject to public release through the Wyoming Public Records Act.
19. **Independent Contractor**. Contractor is an independent contractor and not an employee, agent, partner or joint venturer of Customer. Contractor is solely responsible for the direction, control, compensation, benefits, taxes, insurance, and employment-related obligations of its personnel.
20. **Choice of Law**. These Standard T&Cs will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR:	**CUSTOMER:**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Jackson Hole Airport Board
Purchase Order for Equipment and Supplies
Jackson Hole Airport

<u>CONTRACTOR:</u>

Business Name:

Business Address:

Contact Name:

Contact Phone:

Contact Email:

<u>CUSTOMER:</u>
Jackson Hole Airport Board
1250 East Airport Road
PO Box 159
Jackson, WY 83001

Delivery Destination: Jackson Hole Airport (the "Airport")

Description of Equipment/Supplies being Purchased:

Guaranteed Delivery Date:

Associated with Proposal or Quote Number:

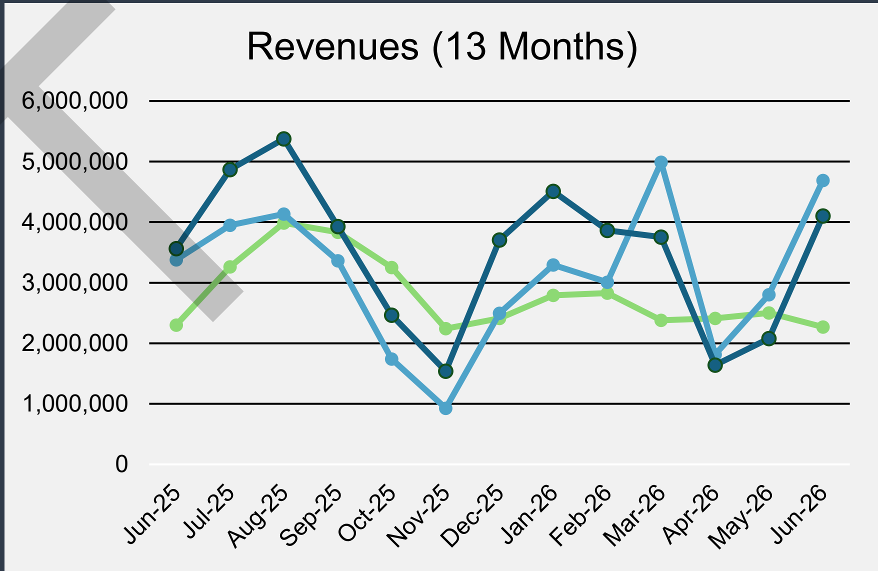
1. **Contract Documents and Order of Precedence**. This Purchase Order is issued by the Customer to the Supplier identified above. This Purchase Order, together with any proposal, quote, specifications, scope of work and drawings (together the "Contract Documents") constitutes the agreement between Customer and Supplier for the goods identified above. In the event of a conflict between this Purchase Order and the proposal, quote or other Supplier-provided document, this Purchase Order shall control, unless explicitly stated otherwise herein.
2. **Maximum Contract Liability**. $___________, inclusive of all materials, equipment, labor, freight, delivery, permits, overhead, profit and other costs. Supplier will not perform work or incur costs in excess of the maximum contract liability without Customer's prior written authorization in a signed amendment. Customer has no obligation to pay for unauthorized work.
3. **Delivery**. All goods must be delivered F.O.B. Destination, unless stated explicitly otherwise in Supplier's quote or proposal, by the Guaranteed Delivery Date. Supplier will schedule deliveries with Customer's point-of-contact and comply with all Airport security, safety, access-control, vehicle-operation and other applicable rules and directives. Customer may reject late, partial, damaged, nonconforming or improperly delivered goods.
4. **Liquidated Damages**. If Supplier fails to deliver the Equipment or Supplies by the Guaranteed Delivery Date, Supplier will be subject to liquidated damages in the amount of five hundred dollars ($500) for each day of delay, unless some other value for liquidated damages is stated expressly in the Contract Documents. The parties acknowledge that timely delivery is essential, that Customer's actual damages may be difficult or impracticable to determine, and that the liquidated damages stated herein are a reasonable estimate of Customer's losses and not a penalty. Customer may deduct liquidated damages from amounts payable to Supplier hereunder or recover them by other lawful means.
5. **Inspection, Acceptance, Rejection**. Customer may inspect and test the Equipment or Supplies upon delivery and reject any goods that do not conform to the Contract Documents. Upon rejection, Supplier will promptly repair or replace the Equipment at no additional cost. Supplier will provide Customer at the time of delivery with any and all written instructions, parts list, troubleshooting guide, manufacturers warranty, or other writing associated with the Equipment.
6. **Prompt Payment**. In accordance with Wyoming Statutes Section 16-6-602, Customer shall pay Supplier within forty-five (45) days after receipt of a correct notice of amounts due or pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to Customer's obligation to pay all or a portion of the account. Customer may agree to an earlier payment deadline stated expressly in the Contract Documents but in no event shall be subject to late fees or interest except as provided in this paragraph.
7. **Termination**. Customer may terminate this Purchase Order, with or without cause, upon seven (7) days notice to the Supplier contact listed above. Upon receiving notice of termination from Customer, Supplier shall immediately cease the manufacture, assembly, and the purchase of parts from suppliers and vendors specifically for satisfaction of this Purchase Order. Customer shall forfeit any non-refundable deposit paid to Supplier and further be responsible for the cost of all parts and supplies procured by Supplier specifically for this Purchase Order as well as all non-cancelable orders for parts and supplies. Supplier shall not be entitled to any further termination payment, including for anticipated profit.
8. **Limitation on Liability**. Customer assumes no liability for any loss or damage to Supplier, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants at the Airport.
9. **Indemnity**. Supplier shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Supplier's performance under this Purchase Order.
10. **Warranty**. All Equipment or Supplies purchased hereunder shall have a minimum of a one (1) year warranty on workmanship. The warranty shall not be deemed to cover damage by third parties or damage resulting from misuse by Customer.
11. **Licenses**. Supplier represents and warrants that it maintains in full force and effect all licenses required to sell or distribute the specified Equipment or Supplies.
12. **Wyoming Preference**. In accordance with Wyoming Statutes Section 16-6-104, Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state. Supplier shall be responsible for compliance with applicable requirements of the Wyoming Preference Act, codified at Wyoming Statutes Section 16-6-101 through 16-6-108.
13. **Intellectual Property**. Suppliers retain ownership of its pre-existing materials, tools, methods, software, and know-how developed independently of this Purchase Order. To the extent supplier materials are incorporated into or necessary to use the Equipment or Supplies, Supplier grants Customer a perpetual license to use the supplier materials as necessary for Customer to use the Equipment.
14. **Non-Discrimination**. In its performance of the services hereunder, Supplier agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Supplier through the completion of this Purchase Order.
15. **Public Records**. Supplier acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §16-4-201 et seq., and Supplier agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Supplier asserts is confidential and exempt from disclosure. All materials, records, and information provided by Supplier to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Supplier agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. The proposal or quote to which this Purchase Order is attached is subject to public release through the Wyoming Public Records Act.
16. **Choice of Law**. This Purchase Order will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

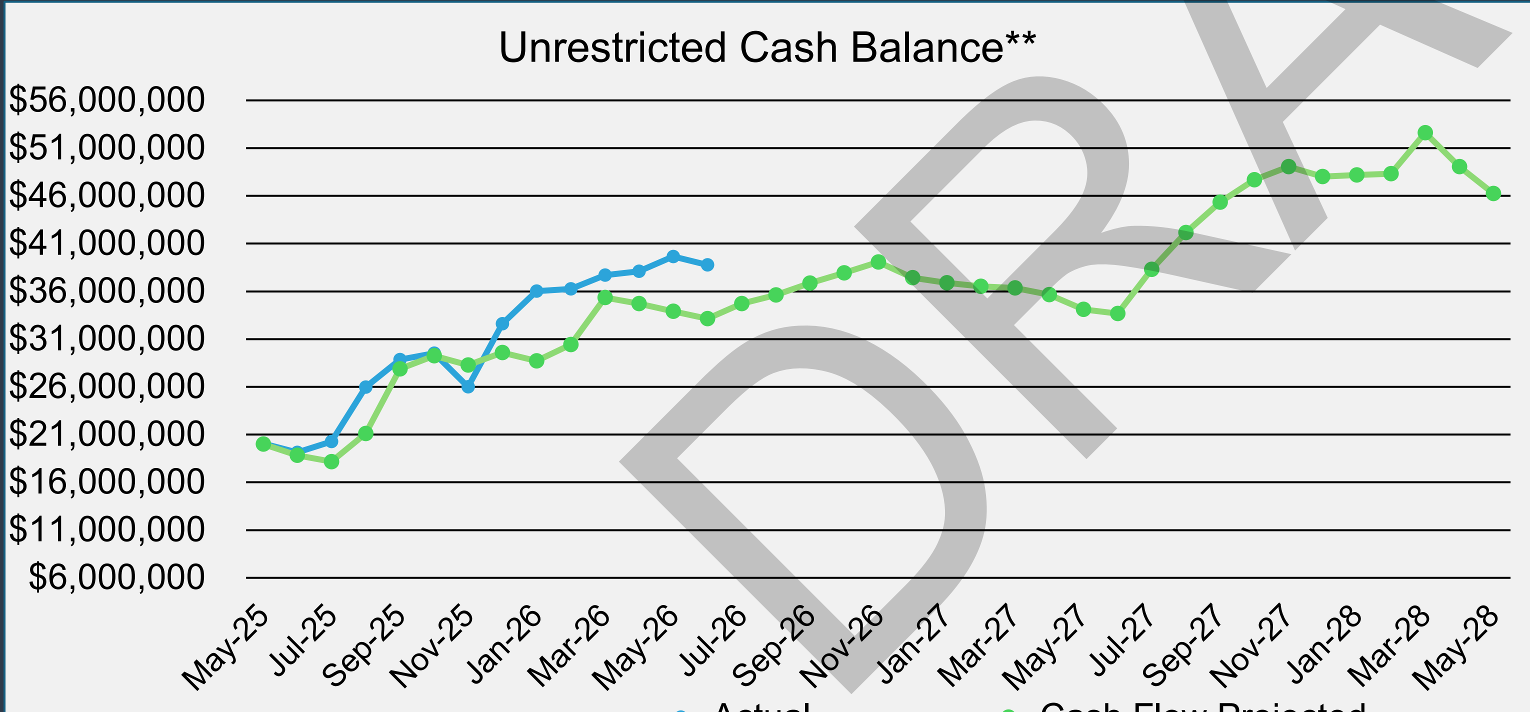
<u>CONTRACTOR:</u>	**<u>CUSTOMER:</u>**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

June 302026 Financial Dashboard

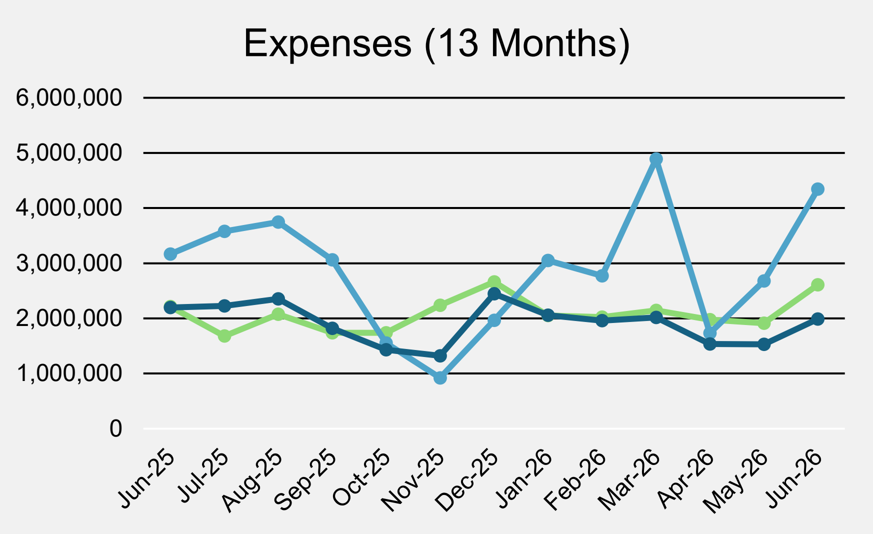
	July 1 – June 30	% Change from Budget
Income	$113,257,893	+13%
Expense	$82,050,955	4%
Net Revenue*	$31,206,938	+47%

(*excluding capital)





(**including capital/excluding restricted cash)



Operations Fuel Farm FBO

JACKSON HOLE AIRPORT
As of June 2026

		FY 2025/2026
ASSETS		
	CASH IN BANK - WF GENERAL FUND	1,077,171
	CASH IN BANK - WF PARKING	42,680
	CASH IN BANK - FIB REVENUE FUND	4,749,511
	CASH IN BANK - FIB REVENUE FUND (FBO)	6,170,101
	OPERATING FUNDS	12,039,463
	WYO STAR - WYO STATE INVESTMENT	3,447,493
	WYO CLASS - LOCAL GOV'T INVESTMENT POOL	15,185,795
	CASH IN BANK - BOW MONEY MARKET	280,844
	CERTIFICATES OF DEPOSIT - WF	400,000
	Long Term Investments in 2022C/2024A DSF	7,400,000
	INVESTED FUNDS	26,714,132
PFC	CASH IN BANK - WF / PASSENGER FACILITY CHARGE	9,612
QTA	CASH IN BANK - FIB / CUSTOMER FACILITY CHARGE	1,900,170
QTA	CASH IN BANK - FIB / CUSTOMER FACILITY CHARGE - SAVINGS	4,095,087
QTA	CASH IN BANK - FIB S.2018 B RESERVE FUND	1,539,132
Terminal Bldg	CASH IN BANK - FIB S.2022 A DEBT SERVICE FUND	2,035,318
Terminal Bldg	CASH IN BANK - FIB S.2022 A RESERVE FUND	2,452,825
Fuel Farm	CASH IN BANK - FIB S.2022 B DEBT SERVICE FUND	668,444
Fuel Farm	CASH IN BANK - FIB S.2022 B RESERVE FUND	500,217
H#3	CASH IN BANK - FIB S.2022 C DEBT SERVICE FUND	2,725,003
H#3	CASH IN BANK - FIB S.2022 C RESERVE FUND	1,504,885
AAO/FBOT	CASH IN BANK - FIB S.2024 A DEBT SERVICE FUND	11,726,107
AAO/FBOT	CASH IN BANK - FIB S.2024 A RESERVE FUND	3,006,004
	Long Term Investments in 2022C/2024A DSF	(7,400,000)
	DEBT SERVICE FUNDS	24,762,804
LOANS PAYABLE		
	FIRST INTERSTATE BANK S.2018B $10.7M (QTA)	3,210,000
	FIRST INTERSTATE BANK S.2022A $16.3M (TBIP)	11,410,000
	FIRST INTERSTATE BANK S.2022B $5.4M (FF)	1,973,765
	FIRST INTERSTATE BANK S.2022C $33.5M (H#3)	28,409,800
	FIRST INTERSTATE BANK S.2024A $41.3M (AAO/FBOT)	41,088,587
	LOAN BALANCE	86,092,152

7/16/2026 12:02

JACKSON HOLE AIRPORT BOARD
ACCOUNTS RECEIVABLE REPORT
As of June 30, 2026

ACCOUNTS RECEIVABLE	AMOUNT DUE TOTAL	1-30 DAYS CURRENT	31-60 DAYS PAST DUE	OVER 60 DAYS PAST DUE	AMOUNT PAID TO DATE 07/10/2026	AMOUNT PAST DUE 07/10/2026
Alaska Airlines	120.00	120.00				120.00
American Airlines	216,524.50	216,524.50			216,524.50	-
Avis Budget	375.00	75.00	300.00			375.00
DHS TSA	920.00	920.00			920.00	-
Enterprise	59,917.62	59,917.62			59,917.62	-
Envoy	3,484.24	2,684.24	800.00			3,484.24
Jedediah's	70.00		70.00			70.00
Tailwind	3,340.00	3,340.00			2,500.00	840.00
Teton Science School	1,466.42			1,466.42		1,466.42
UNIFI	1,220.00	860.00	360.00		360.00	860.00
UGE	19,770.31	19,770.31			7,382.63	12,387.68
						-
						-
						-
						-
SUB-TOTAL A/R	307,208.09	304,211.67	1,530.00	1,466.42	287,604.75	19,603.34

7/16/2026 12:02

JACKSON HOLE AIRPORT BOARD
OPERATIONS INCOME
FY 2025-2026

OPERATING INCOME	CURRENT MONTH JUNE			YEAR TO DATE JUL 2025 - JUNE 2026		
	BUDGET	ACTUAL	PY ACTUAL	BUDGET	ACTUAL	PY ACTUAL
Commercial Airline Landing Fees						
Alaska	7,325	9,215	6,031	105,281	217,916	177,637
American	72,057	100,644	57,334	1,000,935	1,562,052	1,152,149
Delta	150,211	119,546	100,658	1,757,290	1,536,604	1,407,011
United	296,319	207,251	169,878	2,965,742	2,860,966	2,377,530
Total Commercial Landing Fees	**405,568**	**436,655**	**333,900**	**5,613,247**	**6,177,538**	**5,114,327**
Commercial Airline Terminal Rent						
Alaska	1,406	1,394	1,256	16,877	16,730	15,069
American	4,814	4,773	4,298	57,768	57,275	51,579
Delta	4,794	4,753	4,281	57,532	57,037	51,367
United	6,164	6,112	5,504	73,973	73,343	66,047
Total Commercial Rent	**17,179**	**17,032**	**15,338**	**206,149**	**204,385**	**184,056**
Commercial Airline Other Income	-			-	-	-
Ticket Counter Space	18,726	(19,028)	16,729	526,564	520,717	465,738
ATO Circulation	2,714	(2,758)	2,444	76,308	75,527	68,038
Security Holdroom	62,750	(63,765)	56,507	1,764,350	1,746,292	1,573,130
Baggage Claim	34,994	(35,560)	31,512	983,919	973,849	877,284
Baggage Storage Office	3,004	(3,053)	2,705	84,464	83,599	75,310
Checked Baggage Inspection System	24,554	(24,951)	22,113	690,454	683,328	615,614
Baggage Handling (Makeup) Area	27,063	(27,501)	24,373	761,017	753,163	678,528
Ground Handling License Fee	500	1,500	150	6,000	18,000	16,150
Total Commercial Other Income	**174,305**	**(175,116)**	**156,534**	**4,893,077**	**4,854,474**	**4,369,792**
JHFS (FBO) Revenue	-			-	-	-
FBO Landing Fees	224,197	237,621	203,529	2,462,666	2,419,616	2,266,182
FBO Rent (Hangar,TieDown, Parking)	-	59,586	45,123	443,146	655,828	611,280
FBO Flowage Fee	85,860	181,703	153,212	945,464	1,457,303	1,192,829
Total FBO Revenue	**310,057**	**478,911**	**401,864**	**3,851,276**	**4,532,747**	**4,070,291**
General Aviation (non-FBO) Income						
Landing Fees - Non FBO	2,650	2,371	1,650	31,800	34,564	19,199
Rental/User/Utility Fees	10,138	8,853	8,138	121,656	99,859	69,932
Total Non-FBO Revenue	**12,788**	**11,223**	**9,788**	**153,456**	**134,423**	**89,131**
On Airport Rental Car Concession Income						
Avis Budget	294,438	294,500	294,438	2,709,549	3,457,151	3,743,349
Enterprise National	202,923	202,923	202,923	1,524,139	2,435,074	2,728,824
Hertz	283,333	333,334	283,333	2,549,997	3,570,558	2,816,667
Total On-Airport RAC Concession	**780,694**	**830,757**	**780,694**	**7,806,979**	**9,462,783**	**9,288,841**
Other Rental Car Income (Rent/Fees)						
On-Airport RAC Terminal Rent	16,128	17,210	26,167	193,530	206,526	314,004
On-Airport RAC Ready/Return	29,481	35,319	30,000	353,770	423,830	360,000
On-Airport RAC Storage Stall	350	16,037	2,000	173,904	333,637	24,000
QTA O&M	42,214	44,621	86,659	506,572	535,450	731,928
Off-Airport RAC Concession	4,044	7,869	6,267	450,000	508,683	415,106
Total RAC Other Income	**92,217**	**121,057**	**151,093**	**1,677,776**	**2,008,126**	**1,845,038**
Ground Transportation Income	-			-	-	-
Courtesy Shuttle Fee	2,500	5,458	240	15,750	23,478	5,280
Taxi Registered Vehicles	7,683	13,500	19,848	80,468	88,368	118,233
Vehicle Permit Fee	-	1,875		710	8,300	1,785
Transportation Network Company	7,124	14,963	11,209	120,749	225,882	173,450
Peer to Peer Car Sharing	6,000	24,604	-	200,000	438,385	253,509
Curb Violation	-	-		-	18,558	4,276
Total Ground Transportation	**23,307**	**60,400**	**31,297**	**417,677**	**802,970**	**556,533**
Other Income	-			-	-	-
Parking Fees	60,644	281,761	238,653	2,313,773	3,077,949	2,739,771
Food&Beverage Concession	13,562	71,078	48,854	800,000	996,145	727,212
Other Concession	2,712	30	-	21,000	4,996	20,652
Space Rental	9,059	22,073	16,294	126,704	154,261	187,410
Security	2,500	4,075	2,990	30,000	42,475	30,035
Interest Income	25,000	63,169	71,496	300,000	808,757	499,864
Gas Tax Refund	13,275	19,374	39,110	250,000	359,060	315,835
Misc	-	24,042	248	135,600	270,532	25,409
Total Other Income	**126,752**	**485,601**	**417,645**	**3,977,076**	**5,714,175**	**4,546,187**
Total Glycol Fuel Facility Fee	-	-	-	300,000	292,856	-
TOTAL OPERATING INCOME	**1,942,866**	**2,266,520**	**2,298,152**	**28,896,713**	**34,184,477**	**30,064,197**

7/16/2026 12:02

JACKSON HOLE AIRPORT BOARD
EXPENSES STATEMENT FY 2024-2025

OPERATING EXPENSES	CURRENT MONTH JUNE			YEAR TO DATE JUL 2025 - JUNE 2026		
	BUDGET	ACTUAL	PY ACTUAL	BUDGET	ACTUAL	PY ACTUAL
Payroll & Personnel	1,943,960	1,271,534	1,511,569	18,110,618	14,930,720	13,552,285
Conferences/Meetings/Training	100,877	36,941	19,199	626,525	411,716	398,277
Customer Relations/Community Outreach	150,848	28,603	63,628	734,350	290,690	553,477
Employee Relations/Adverts	6,093	60,036	17,156	177,000	212,229	129,456
Uniforms	6,070	4,459	2,681	79,423	81,862	79,671
Other Office Expenses	7,149	33,079	1,103	275,816	303,333	12,990
Contractual Agreements	15,885	104,663	67,520	613,058	714,179	510,932
Enviornmental	83,782	89,799	5,688	662,150	601,101	140,943
Insurance & Property Taxes	8,340	3,410	1,277	738,801	722,823	598,260
ARFF	25,429	40,404	2,546	242,048	251,624	198,401
Control Tower	12,400	1,665	2,400	77,800	48,063	45,053
Security	139,955	90,303	73,326	1,331,216	1,081,608	1,064,858
IT	72,375	273,546	37,234	1,008,196	1,332,856	738,118
Parking	48,043	14,912	8,056	224,000	133,345	105,645
Building/Facilities	251,595	85,316	221,032	1,319,036	797,002	1,096,159
Custodial	46,870	31,611	47,088	379,120	289,592	329,002
Utilities	130,671	64,819	64,955	864,159	815,706	722,865
Vehicles	66,654	11,471	35,389	339,832	176,965	165,605
Snow Removal	2,000	(2,420)	14,004	268,548	182,369	290,879
QTA TOTAL	10,000	42,854	16,633	252,177	456,481	159,522
Misc.	-	(0)		-	77,401	-
User Fees	-	321,242	-	1,248,200	1,334,657	1,211,803
TOTAL OPERATING EXPENSES	3,128,995	2,608,247	2,229,117	29,572,073	25,246,322	22,263,723

7/16/2026 12:02

DRAFT

JACKSON HOLE AIRPORT BOARD
FUEL FARM OPERATIONS
FY 2025-2026

AvGas	4.6996744	4.7171443
Jet A	3.1613800	2.7234800

	CURRENT MONTH JUNE			YEAR TO DATE JUL 2025 - JUNE 2026		
	BUDGET	**ACTUAL**	**PY ACTUAL**	**BUDGET**	**ACTUAL**	**PY ACTUAL**
JetA Revenue Sold to FBO	2,501,099	4,038,119	2,873,165	26,813,152	31,214,072	24,567,351
AvGas Revenue Sold to FBO	12,655	8,414	9,709	80,949	58,394	56,546
Customer Facility Fees $0.05/gal (Jet A)	46,643	63,866	58,120	470,221	521,057	469,636
Customer Facility Fees $0.05/gal (AvGas)	108	90	103	663	635	582
Fuel Facility Fees $0.25/gal (Jet A)	173,300	319,332	232,478	1,865,159	2,605,285	1,878,543
Fuel Facility Fees $0.25/gal (AvGas)	379	448	412	2,508	3,173	2,327
Flow (Delivery) Fee	639	1,731	569	3,056	7,633	2,638
AvGas Administration		540			4,473	
Unleaded Gas Revenue	179,923	176,996	136,513	1,015,305	1,006,614	902,530
Flow (Delivery) Fee	15,466	9,476	9,703	74,282	67,833	63,057
Unleaded Gas Administration	27,990	26,549	20,477	156,082	151,883	135,380
Dyed Diesel Revenue	34,014	15,494	13,383	211,123	156,634	195,023
Flow (Delivery) Fee	1,413	585	882	12,448	8,967	12,014
Dyed Diesel Administration	2,092	2,324	2,007	28,228	22,605	29,254
Glycol T-I Revenue	190,440	7,866	3,919	1,224,401	684,389	1,039,841
Glycol T-I Administration	54,283	2,360	1,176	367,320	205,551	311,952
Glycol T-IV Revenue	27,527	468	889	264,331	147,718	297,627
Glycol T-IV Administration	2,258	140	267	79,299	44,203	89,288
Glycol Disposal Revenue	51,884	2,648	1,507	409,237	271,384	418,033
	-					
Total Revenues	**3,339,405**	**4,688,985**	**3,377,560**	**33,157,422**	**37,244,075**	**30,530,007**
Expenses	-					
JetA Expense Sold to FBO	2,501,099	4,038,119	2,873,165	26,813,152	31,214,072	24,567,351
AvGas Expense Sold to FBO	12,655	8,414	9,709	80,949	58,394	56,546
Fuel Expense AvGas	40,834	11,538	12,281	61,219	61,572	58,378
Fuel Expense UnleadedGas	72,541	176,996	136,513	897,921	1,006,614	902,814
Fuel Expense DyedDiesel	(2,816)	15,494	13,383	144,370	156,634	195,969
Fuel Expense Glycol T-I	143,663	7,866	3,919	1,324,923	575,520	1,039,841
Fuel Expense Glycol T-IV	110	468	889	264,879	256,588	295,535
Total Gain/Loss on Fluctuation	228	62	1,631	4,315	9,186	13,035
Payroll & Personnel	17,327	58,549	12,800	206,358	629,719	153,600
Office Expenses	167	1,532	-	4,001	16,414	27,407
Licenses & General Insurance	100	-	150	100	308	85,967
Information Technology	-	-	-	2,000	-	18,544
Utilities	1,250	1,745	1,572	15,000	23,931	20,656
Operations Fuel Farm	1,920	21,629	21,423	307,895	302,095	292,465
Total Expenses	**2,789,078**	**4,342,412**	**3,087,435**	**30,131,398**	**34,320,233**	**27,741,144**
Sub-Total Company						
Revenues	3,339,405	4,688,985	3,377,560	33,157,422	37,244,075	30,530,007
Expenses	2,789,078	4,342,412	3,087,435	30,131,398	34,320,233	27,741,144
Funds available for debt service	550,328	346,572	290,125	3,026,024	2,923,841	2,788,863
Interest / Principal Loan Payment	79,859	79,198	79,198	952,359	951,037	950,374
Net To/From JHAB after Loan Payment	470,469	267,374	210,927	2,073,665	1,972,804	1,838,489

7/16/2026 12:02

JACKSON HOLE AIRPORT BOARD
FBO OPERATIONS
FY 2025-2026

	CURRENT MONTH JUNE			YEAR TO DATE JUL 2025 - JUNE 2026		
	BUDGET	**ACTUAL**	**PY ACTUAL**	**BUDGET**	**ACTUAL**	**PY ACTUAL**
Revenues						
Jet A Contract (GA/Airlines-ITP)	1,251,337	1,967,748	1,776,975	17,001,505	19,627,869	16,864,892
Jet A Retail (GA)	534,981	553,764	514,134	5,306,643	5,619,474	5,299,510
AvGas Retails (GA)	18,741	12,755	17,742	107,634	103,869	100,708
Customer Facility Fee ($0.05) Jet A	46,643	63,866	57,807	475,185	520,462	469,283
Fuel Facility Fee ($0.25)(0.39) Jet A	155,491	235,077	166,693	1,260,492	1,709,643	1,231,673
Airline Flowage Fee ($0.05)(0.15) Jet A	116,618	141,046	125,019	945,369	1,025,786	923,755
Customer Facility Fee ($0.05) AvGas	108	84	103	625	624	582
Landing Fees	233,261	279,554	236,543	2,932,548	2,846,607	2,660,513
Glycol Sales	-	3,218		2,560,211	1,884,403	2,390,349
Hangar Rent	12,702	75,660	62,793	826,261	1,488,523	1,009,658
Airside Parking (Handling/Tiedown/RampFee	414,939	481,304	339,665	4,364,846	4,324,421	3,778,425
Other Line Services Revenue	75,061	74,137	61,092	603,880	795,797	881,594
	-			-	-	-
	-			-	-	-
Maintenance Services (excl Facility Fees)	81,690	140,651	140,950	704,440	1,156,595	711,519
	-			-	-	-
RAC MAG & Other Income	54,636	71,449	65,293	587,054	725,268	568,846
	-			-	-	-
Total Revenues	**2,996,208**	**4,100,314**	**3,564,810**	**37,778,079**	**41,829,341**	**36,896,308**
Expenses	-			-	-	-
Cost of Goods Sold (CGS)						
Jet A CGS (Retail)	191,443	211,788	152,089	1,927,721	1,911,704	1,702,003
AvGas CGS (Retail)	5,833	13,808	12,850	70,000	73,680	61,015
Glycol CGS	72,495	8,562		595,295	469,734	434,893
Sold Items CGS	-	7,121	2,145	22,705	23,172	13,050
	-			-	-	-
Customer Facility Fee ($0.05) Jet A	47,297	63,866	58,120	481,966	499,884	469,636
Fuel Facility Fee ($0.20)(0.39) Jet A	247,736	319,332	232,478	2,326,960	2,605,285	1,878,543
Airline Flowage Fee ($0.05)(0.15) Jet A	88,275	181,489	164,738	946,075	1,455,693	1,313,591
Customer Facility Fee ($0.05) AvGas	113	90	103	611	635	788
Fuel Facility Fee AvGas	726	662	412	3,908	4,782	2,050
Landing Fees	216,410	237,621	201,061	2,492,665	2,419,616	2,256,331
	-			-	-	-
Hangar	-	11,349	9,419	136,419	223,278	151,449
Airside Parking	38,888	48,237	33,967	415,039	432,550	377,843
	-			-	-	-
Maintenance CGS	-	1,042		300	13,531	-
Total Cost of Goods Sold	**909,217**	**1,104,968**	**867,381**	9,419,664	10,133,544	8,661,192
	-			-	-	-
Payroll & Personnel	989,347	758,748	697,992	9,387,911	8,349,016	7,404,320
Customer Relations	21,820	13,507	5,918	206,446	84,558	78,413
Employee Relations/Training	4,313	4,922	3,977	51,760	48,311	131,656
Uniforms	4,262	8,372	12,043	51,142	68,742	54,649
Credit Card Fees	8,466	14,500	36,197	366,572	488,105	468,742
Other Office Expenses	5,000	2,978		124,932	35,207	-
	-			-	-	-
Contractual Agreements	3,863	-	-	39,451	15,009	15,709
Environmental	91,305	24,771	51,452	845,016	661,158	1,398,579
Licenses & Insurance	-	1,846	150	618,896	642,732	573,272
ARFF	25,506	4,152	2,320	178,998	27,621	22,913
Control Tower	12,725	8,218	3,600	116,700	77,815	63,082
Security	-	8,725	7,656	35,496	103,627	93,527
IT	6,807	(77,894)	4,251	76,981	61,387	40,489
Building/Facilities	4,412	596		71,154	31,596	10,954
Custodial	8,000	2,102	1,481	72,000	34,387	21,085
Utilities/WWCS	7,631	14,098	10,132	111,741	183,262	172,826
Vehicles	5,997	-	24,092	71,958	6,444	315,991
Snow Removal	-	48,685	21,006	473,548	791,224	671,068
Operations FBO Line Services	28,064	26,967	21,027	401,104	525,246	337,950
Operations FBO Maintenance	27,500	17,499		191,000	115,409	30,460
MISC.	-	-		-	-	4,494
	-			-	-	-
Total Expenses	**2,326,403**	**1,987,760**	**1,770,677**	**23,244,268**	**22,484,400**	**20,576,549**
Sub-Total Company	-			-	-	-
Revenues	2,996,208	4,100,314	3,564,810	37,778,079	41,829,341	36,896,308
Expenses	2,326,403	1,987,760	1,770,677	23,244,268	22,484,400	20,576,549
Funds available for debt service	669,805	2,112,554	1,794,133	14,533,812	19,344,941	16,319,759
Interest / Principal Loan Payment H3A-C	357,175	357,175	357,175	4,254,359	4,254,358	4,258,981
Interest / Principal Loan Payment Adm/FBO	313,024	313,024	70,569	1,989,023	1,989,022	450,454
Net To/From JHAB after Loan Payments	(395)	1,442,354	1,366,389	8,290,430	13,101,561	11,610,324

7/16/2026 12:02

JACKSON HOLE AIRPORT BOARD
CAPITAL PROJECT IMPROVEMENTS FY 2025-2026

CAPITAL PROJECT INCOME	CURRENT MONTH JUNE		YEAR TO DATE 2025-2026	
	BUDGET	ACTUAL	BUDGET	ACTUAL
Terminal Building Grant (FAA AIP 72)	-	-	-	-
Rehab Taxiway Deicing Pad (FAA AIP 71/74)	-	-	110,443	110,443
UnderGround SW&DS (FAA AIP 79)	-	-	240,000	243,082
Rehab TaxiWay/DeicingPad (FAA AIP 80)	-	-	343,190	618,032
Net Zero Carbon (FAA AIP 81)	-	-	70,682	77,228
Rehab TaxiWay/DeicingPad (FAA AIP 82)	-	-	474,674	472,010
Rehab TaxiWay/DeicingPad (FAA AIP 83)	-	-	778,857	801,016
Rehab TaxiWay/DeicingPad (FAA AIP 84)	-	-	2,434,907	2,437,767
Rehab TaxiWay/DeicingPad (FAA AIP 86)	-	-	1,075,000	1,086,213
Rehab TaxiWay/DeicingPad (FAA AIP 88)	-	-	215,000	213,810
Aviation Safety Study (FAA AIP 85)	500,000	501,866	1,300,058	1,302,017
Rehab South TaxiWay A (AIP90)	200,000	244,928	200,000	244,928
State Equipment Grant	-	-	395,000	406,548
State Match AIP Grants	18,681	18,681	76,472	77,658
IIJA InfraInvestment&JobsAct	-	-	912,218	912,218
TCD-UnderGround StormWater & Filtration System	-	(4,493)	-	0
Seal Coat and Mark Pavements	-	-	1,000,000	937,269
TSA-OTA CBIS	-	-	222,727	335,274
IRS/LVE - Terminal/Hangar 3 (Light&Geothermal)	-	-	-	2,271,232
Aviation Fuel Grant Agreement	-	-	170,000	170,391
Other Misc.	-	-	16,000	62,579
Bond Proceeds	-	-	25,328,075	25,386,345
	-		-	-
PFC Income	199,000	199,000	2,284,207	2,292,738
CFC Income	174,145	174,145	2,671,675	2,707,500
	-			
CAPITAL PROJECT INCOME	1,091,826	1,134,127	40,319,184	43,166,299
				43,166,299

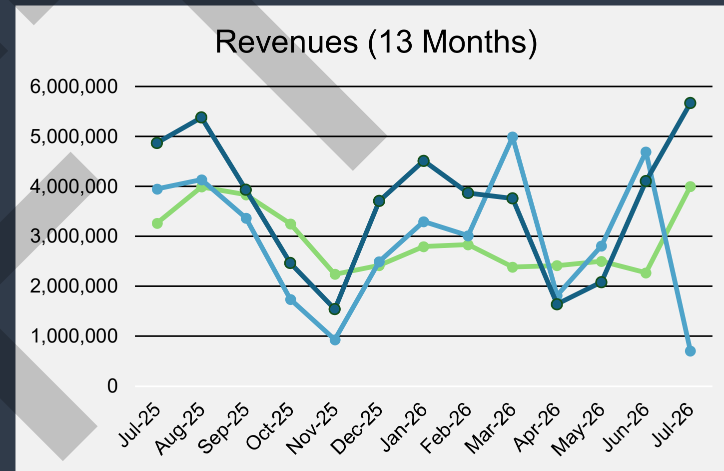
CAPITAL PROJECT EXPENSE	CURRENT MONTH JUNE		YEAR TO DATE 2025-2026	
	BUDGET	ACTUAL	BUDGET	ACTUAL
AIRFIELD				
Taxilane and Deice Pad Project (CA/CO) - 2023-2024	7,000	-	89,000	1,328,485
Taxiway A, A2, A3, Rehab	295,320	106,208	295,320	367,465
Underground Detention/Filtration System		-	128,870	128,269
Seal Coat and Mark Pavements - IFE, CA/CO	921,346	261,615	1,286,020	613,952
Deice Pad Collection Improvement System	3,953,551	2,628,198	11,137,500	9,693,945
Aviation Safety Study	662,005	-	2,050,000	1,382,818
EQUIPMENT				
Replace JAC/FBO Operations Vehicles	61,843	61,843	318,799	318,592
New SRE (Broom or Plow trucks)	-		1,190,024	1,190,024
Small Equipment	-		496,715	495,071
SRE attachments (Snow Blower)	595,504	595,504	1,181,638	1,181,638
FBO				
Owners Rep FBO Program	-	-	218,323	196,791
Hangar 3 & GSE Building CA/CO	72,510	72,510	541,696	540,701
Administration/FBO Terminal/Construction	659,410	659,410	26,642,013	26,132,616
Airplane	-		-	102,060
Hangar #5	-	34,762		34,762
LANDSIDE				
EV Charging Stations	-		46,974	46,974
AWOS Backup Installation	-		-	43,953
MINOR PROJECTS/JAC OPS/FBO				
T-Terminal Building	-		69,229	69,419
Parking Lot Equipment Upgrad	-	-	28,612	28,612
RAC Backwall_family Restroom	-	-	492,707	494,390
Storage Container	-		57,479	57,479
Computer/SophosPowerCord	-		19,228	19,228
SealCoatSystem Crackfill Melter	-		-	13,871
Condo Upgrade/Repairs	-	-	-	7,030
FBO Aircraft Battery Charger	-	-	23,508	23,508
FBO Electric Lavatory Extractor & GSU	70,000	68,170	70,000	249,474
IT/Security Annex Renovation	-		-	9,484
Spring Gulch Property	-	3,183	-	3,024,235
Campus Generator System Project	-	4,232	-	8,766
-	-		-	-
TERMINAL				
TSA - CBIS	-	-	270,852	269,815
Debt Service (2018B),(2022A)	53,091	48,690	638,762	634,360
Carpet - Holding Area	-	68,799	-	10,338
CAPITAL PROJECT EXPENSE	7,351,581	4,613,124	47,293,268	48,718,125
			47,293,268	48,718,125

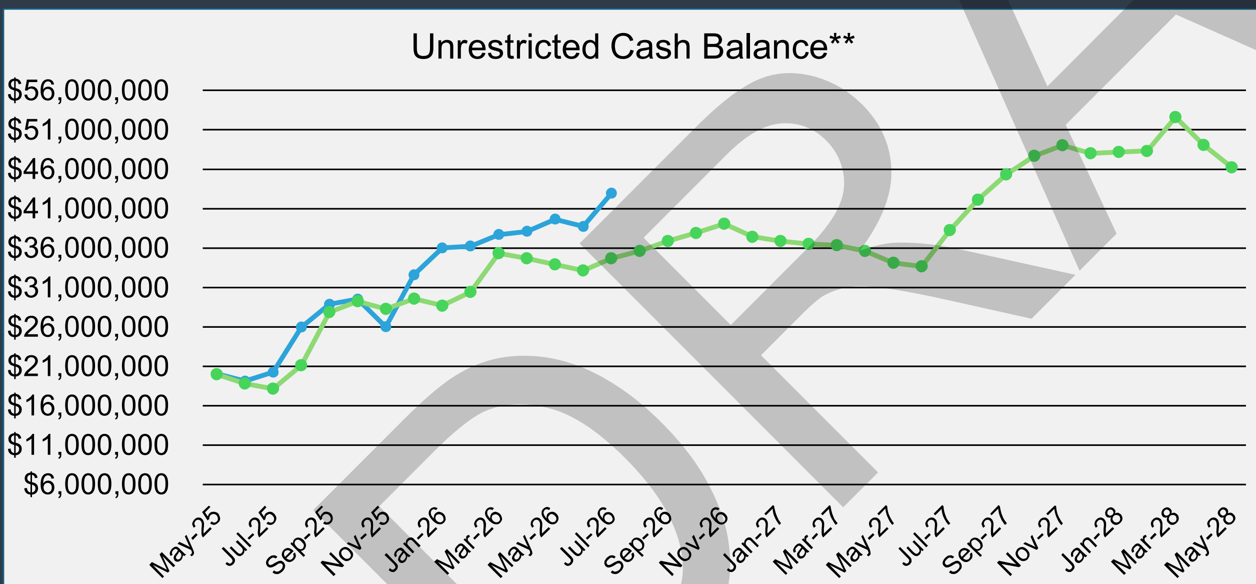
7/16/2026 12:02

July 31, 2026 Financial Dashboard

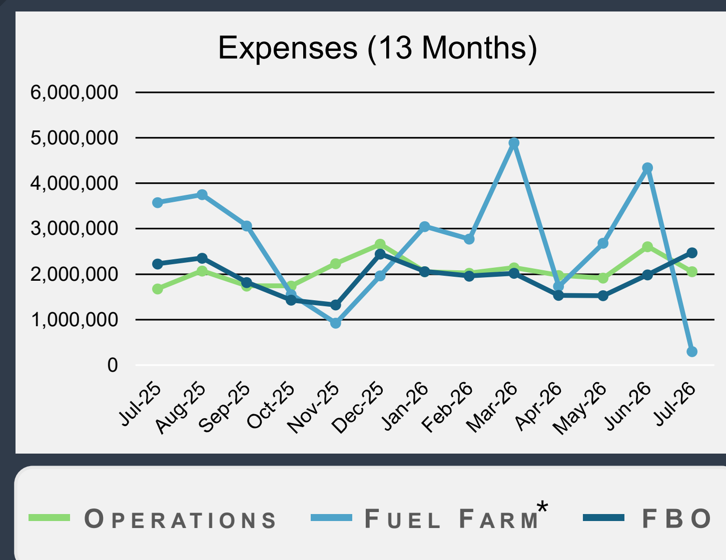
	July 1 – July 31	% Change from Budget
Income	$10,372,123	+16%
Expense	$4,832,993	7%
Net Revenue*	$5,539,130	+26%

(*excluding capital)





(**including capital/excluding restricted cash)



*Beginning in July 2026, the fuel farm reporting has been revised to reflect actual activity resulting in a reduction from prior year's reporting.

JACKSON HOLE AIRPORT
As of July 2026

ASSETS		FY 2026/2027
	CASH IN BANK - WF GENERAL FUND	980,316
	CASH IN BANK - WF PARKING	338,404
	CASH IN BANK - FIB REVENUE FUND	2,686,837
	CASH IN BANK - FIB REVENUE FUND (FBO)	11,923,224
	CASH IN BANK - FIB CC REWARDS	5,273
	OPERATING FUNDS	15,934,054
	WYO STAR - WYO STATE INVESTMENT	3,468,697
	WYO CLASS - LOCAL GOV'T INVESTMENT POOL	15,233,055
	CASH IN BANK - BOW MONEY MARKET	280,847
	CERTIFICATES OF DEPOSIT - WF	400,000
	Long Term Investments in 2022C/2024A DSF	7,400,000
	INVESTED FUNDS	26,782,598
PFC	CASH IN BANK - WF / PASSENGER FACILITY CHARGE	229,110
QTA	CASH IN BANK - FIB / CUSTOMER FACILITY CHARGE	2,301,490
QTA	CASH IN BANK - FIB / CUSTOMER FACILITY CHARGE - SAVINGS	4,101,625
QTA	CASH IN BANK - FIB S.2018 B RESERVE FUND	1,541,590
Terminal Bldg	CASH IN BANK - FIB S.2022 A DEBT SERVICE FUND	2,004,654
Terminal Bldg	CASH IN BANK - FIB S.2022 A RESERVE FUND	2,452,830
Fuel Farm	CASH IN BANK - FIB S.2022 B DEBT SERVICE FUND	590,207
Fuel Farm	CASH IN BANK - FIB S.2022 B RESERVE FUND	500,221
H#3	CASH IN BANK - FIB S.2022 C DEBT SERVICE FUND	2,375,580
H#3	CASH IN BANK - FIB S.2022 C RESERVE FUND	1,504,885
AAO/FBOT	CASH IN BANK - FIB S.2024 A DEBT SERVICE FUND	11,431,387
AAO/FBOT	CASH IN BANK - FIB S.2024 A RESERVE FUND	3,006,129
	Long Term Investments in 2022C/2024A DSF	(7,400,000)
	DEBT SERVICE FUNDS	24,639,707
LOANS PAYABLE		
	FIRST INTERSTATE BANK S.2018B $10.7M (QTA)	3,210,000
	FIRST INTERSTATE BANK S.2022A $16.3M (TBIP)	11,410,000
	FIRST INTERSTATE BANK S.2022B $5.4M (FF)	1,900,941
	FIRST INTERSTATE BANK S.2022C $33.5M (H#3)	28,203,642
	FIRST INTERSTATE BANK S.2024A $41.3M (AAO/FBOT)	40,984,316
	LOAN BALANCE	85,708,898

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
ACCOUNTS RECEIVABLE REPORT
As of July 31, 2026

ACCOUNTS RECEIVABLE	AMOUNT DUE TOTAL	1-30 DAYS CURRENT	31-60 DAYS PAST DUE	OVER 60 DAYS PAST DUE	AMOUNT PAID TO DATE 08/10/2026	AMOUNT PAST DUE 08/10/2026
Alaska Airlines	16,101.38	16,021.38	80.00			16,101.38
American Airlines	29,232.23	29,232.23				29,232.23
Avis Budget	300.00	100.00	200.00			300.00
Enterprise	6,335.74	6,235.74	100.00			6,335.74
Hertz	4,905.46	4,905.46			4,905.46	-
L. Scott	175.00	175.00				175.00
PrimeFlight	3,486.67	3,486.67				3,486.67
Tailwind	4,140.00	3,300.00	840.00		840.00	3,300.00
TSA Defense	1,279.55	1,279.55				1,279.55
UNIFI	1,600.00	740.00	860.00		500.00	1,100.00
United Airlines	733.01	733.01				733.01
UGE	10,398.70	10,398.70				10,398.70
						-
						-
SUB-TOTAL A/R	78,687.74	76,607.74	2,080.00	0.00	6,245.46	72,442.28

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
OPERATIONS INCOME
FY 2026-2027

OPERATING INCOME	CURRENT MONTH JULY		
	BUDGET	ACTUAL	PY ACTUAL
Commercial Airline Landing Fees			
Alaska	20,000	38,088	26,863
American	200,000	246,185	188,633
Delta	130,000	165,140	122,934
United	350,000	327,824	285,530
Total Commercial Landing Fees	**700,000**	**777,237**	**623,960**
Commercial Airline Terminal Rent			
Alaska	1,574	1,562	1,394
American	5,389	4,757	4,773
Delta	5,367	5,323	4,753
United	6,901	6,845	6,112
Total Commercial Rent	**19,231**	**18,487**	**17,032**
Commercial Airline Other Income	-		
Ticket Counter Space	56,479	56,479	50,459
ATO Circulation	8,186	8,186	7,371
Security Holdroom	189,265	189,265	170,434
Baggage Claim	105,547	105,547	95,046
Baggage Storage Office	9,061	9,061	8,159
Checked Baggage Inspection System	74,059	74,059	66,697
Baggage Handling (Makeup) Area	81,628	81,628	73,514
Ground Handling License Fee	1,500	1,500	1,500
Total Commercial Other Income	**525,725**	**525,725**	**473,180**
Total Glycol Fuel Facility Fee	-	1,675	1,983
JHFS (FBO) Revenue			
FBO Landing Fees	315,000	392,880	297,290
FBO Rent (Hangar,TieDown, Parking)	75,000	77,888	69,714
FBO Flowage Fee	190,000	211,264	189,488
Total FBO Revenue	**580,000**	**682,033**	**556,492**
General Aviation (non-FBO) Income			
Landing Fees - Non FBO	3,000	2,634	2,468
Rental/User/Utility Fees	8,200	8,626	8,115
Total Non-FBO Revenue	**11,200**	**11,260**	**10,583**
On Airport Rental Car Concession Income			
Avis Budget	375,000	294,500	342,398
Enterprise National	310,000	375,436	309,489
Hertz	315,000	333,334	283,333
Total On-Airport RAC Concession	**1,000,000**	**1,003,269**	**935,220**
Other Rental Car Income (Rent/Fees)	-		
On-Airport RAC Terminal Rent	17,406	19,274	17,210
On-Airport RAC Ready/Return	35,319	35,319	35,319
On-Airport RAC Storage Stall	25,560	-	58,159
QTA O&M	52,649	56,268	44,621
Off-Airport RAC Concession	35,000	130,486	22,468
Total RAC Other Income	**165,933**	**241,347**	**177,778**
Ground Transportation Income			
Courtesy Shuttle Fee	-	3,706	-
Taxi Registered Vehicles	4,500	5,176	3,900
Vehicle Permit Fee	300	400	275
Transportation Network Company	2,150	24,317	18,948
Peer to Peer Car Sharing	45,000	116,146	40,866
Curb Violation	-	-	12,283
Total Ground Transportation	**51,950**	**149,745**	**76,271**
Other Income			
Parking Fees	275,000	304,832	227,184
Food&Beverage Concession	65,000	148,590	55,713
Other Concession	5,500	8,702	4,996
Space Rental	21,000	16,090	19,416
Security	2,500	2,360	1,790
Interest Income	60,000	61,258	59,650
Gas Tax Refund	25,000	33,438	5,564
Misc	-	12,602	17,027
Total Other Income	**454,000**	**587,871**	**391,340**
TOTAL OPERATING INCOME	**3,508,040**	**3,998,650**	**3,263,837**
PFC Income	233,921	219,498	212,655
CFC Income	402,045	415,580	365,495
TOTAL INCOME	**4,144,005**	**4,633,727**	**3,841,988**

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
EXPENSES STATEMENT FY 2026-2027

OPERATING EXPENSES	CURRENT MONTH JULY		
	BUDGET	ACTUAL	PY ACTUAL
Payroll & Personnel	1,543,731	1,580,333	1,299,811
Conferences/Meetings/Training	20,000	13,996	19,336
Customer Relations/Community Outreach	20,000	16,468	9,541
Employee Relations/Adverts	50,000	50,413	2,087
Uniforms	-	-	-
Other Office Expenses	20,000	16,059	19,028
Contractual Agreements	140,000	142,771	100,654
Insurance & Property Taxes	1,500	189	1,242
User Fees	-	-	
Enviornmental	25,000	20,095	66,782
Ops/Airfield/ARFF	15,000	10,178	15,037
Control Tower	5,000	4,725	3,979
Security	-	1,287	-
IT	35,000	35,959	37,943
Parking	5,000	4,447	839
Building/Facilities	25,000	27,675	19,154
Custodial	33,000	31,460	22,038
Utilities	75,000	75,700	45,513
Vehicles/R&M/Snow Removal	15,000	4,166	12,930
QTA	20,000	20,066	3,074
Misc.	-	-	-
TOTAL OPERATING EXPENSES	**2,048,231**	**2,055,986**	**1,678,991**
Interest / Principal Loan Payment QTA	13,260	13,260	17,661
Interest / Principal Loan Payment TBIP	33,859	33,859	38,119
TOTAL EXPENSES	**2,095,350**	**2,103,105**	**1,734,771**

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
FUEL FARM OPERATIONS
FY 2026-2027

AvGas	5.3472260	4.7171454
Jet A	4.1235800	2.4713348

	CURRENT MONTH JULY		
	BUDGET	**ACTUAL**	**PY ACTUAL**
Revenues			
Customer Facility Fees $0.05/gal (Jet A)	75,000	75,350	67,397
Customer Facility Fees $0.05/gal (AvGas)	100	128	82
Fuel Facility Fees $0.25/gal (Jet A)	350,000	376,750	336,986
Fuel Facility Fees $0.25/gal (AvGas)	1,000	638	410
AvGas Revenue	10,000	12,134	7,430
Flow (Delivery) Fee	500	518	347
AvGas Administration	1,200	1,820	1,114
Unleaded Gas Revenue	138,000	178,929	137,815
Unleaded Gas Administration	22,000	26,839	20,943
Flow (Delivery) Fee	10,000	10,251	9,500
Dyed Diesel Revenue	17,500	16,489	15,193
Dyed Diesel Administration	2,500	2,473	2,008
Flow (Delivery) Fee	1,500	628	977
Glycol T-I Revenue	6,500	2,152	5,997
Glycol T-I Administration	1,800	646	1,799
Glycol T-IV Revenue	-	651	-
Glycol T-IV Administration	-	195	-
Glycol Disposal Revenue	-	921	1,818
Total Revenues	**637,600**	**707,512**	**609,816**
Expenses			
Fuel Expense AvGas	10,000	12,134	7,430
Fuel Expense UnleadedGas	150,000	178,929	137,815
Fuel Expense DyedDiesel	17,500	16,489	15,193
Fuel Expense Glycol T-I	6,500	2,152	5,997
Fuel Expense Glycol T-IV	-	651	-
Total Gain/Loss on Fluctuation	-	(1,222)	(193)
Payroll & Personnel	65,000	70,590	57,419
Office Expenses	-	98	-
Contractual Agreements, Licenses & Insurance	-	-	-
Information Technology	-	-	-
Utilities	1,750	1,466	1,577
Operations Fuel Farm	15,000	20,653	13,092
Total Expenses	**265,750**	**301,941**	**238,331**
Sub-Total Company			
Revenues	637,600	707,512	609,816
Expenses	265,750	301,941	238,138
Funds available for debt service	371,850	405,571	371,678
Interest / Principal Loan Payment (2022B)	79,190	79,198	79,198
Net To/From JHAB after Loan Payment	292,660	326,373	292,480

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
FBO OPERATIONS
FY 2025-2026

	CURRENT MONTH JULY		
	BUDGET	**ACTUAL**	**PY ACTUAL**
Revenues			
Jet A Contract (GA/Airlines-ITP)	2,500,000	2,760,710.62	2,348,543
Jet A Retail (GA)	750,000	865,334	722,105
AvGas Retails (GA)	15,000	19,894	14,300
Customer Facility Fee ($0.05) Jet A	70,000	75,350	67,392
Fuel Facility Fee ($0.25)(0.39) Jet A	230,000	250,985	229,481
Airline Flowage Fee ($0.05)(0.15) Jet A	145,000	150,591	137,689
Customer Facility Fee ($0.05) AvGas	100	128	82
Landing Fees	350,000	462,212	349,753
Glycol Sales	-	-	-
Hangar Rent	85,000	99,275	83,239
Airside Parking (Handling/Tiedown/RampFee)	250,000	629,971	572,278
Other Line Services Revenue	100,000	92,498	78,028
Maintenance Services (excl Facility Fees)	200,000	162,399	201,126
RAC MAG & Other Income	65,000	96,613	64,453
Total Revenues	**4,760,100**	**5,665,961**	**4,868,470**
Cost of Goods Sold (CGS)			
Jet A CGS (Retail)	230,000	319,673	227,202
AvGas CGS (Retail)	10,000	14,472	8,890
Glycol CGS	-	6,240	-
Other Sold Items CGS	-	0	0
Customer Facility Fee ($0.05) Jet A	70,000	75,350	67,397
Fuel Facility Fee ($0.20)(0.39) Jet A	345,000	376,750	336,986
Airline Flowage Fee ($0.05)(0.15) Jet A	190,000	210,958	189,291
Customer Facility Fee ($0.05) AvGas	100	128	82
Fuel Facility/Flow Fee AvGas	750	944	607
Landing Fees	300,000	392,880	297,290
Hangar	15,000	14,891	12,486
Airside Parking	60,000	62,997	57,228
Maintenance CGS	-	-	-
Total Cost of Goods Sold	**1,220,850**	**1,475,283**	**1,197,459**
Payroll & Personnel	820,000	864,157	818,422
Customer Relations	-	166	-
Employee Relations/Training/Adverts	-	3,560	-
Uniforms	500	-	414
Credit Card Fees	26,000	25,592	61,964
Other Office Expenses	100	320	69
Contractual Agreements	8,500	1,704	7,656
Environmental	30,556	197	82,615
Licenses & Insurance	-	8,061	-
ARFF	7,000	7,087	1,671
Control Tower	25,000	25,119	5,969
Security	-	-	-
IT	-	-	-
Building/Facilities	5,000	5,138	2,528
Custodial	2,500	3,954	1,805
Utilities/WWCS	6,000	6,693	5,560
Vehicles R&M/Snow Removal	2,500	2,640	4,228
Operations FBO Line Services	41,000	40,931	31,999
Operations FBO Maintenance	7,500	4,464	5,003
MISC.	-		-
Total Expenses	**2,203,006**	**2,475,066**	**2,227,361**
Sub-Total Company			
Revenues	4,760,100	5,665,961	4,868,470
Expenses	2,203,006	2,475,066	2,227,361
Funds available for debt service	2,557,094	3,190,895	2,641,109
Interest / Principal Loan Payment H3A-C	353,301	353,301	353,301
Interest / Principal Loan Payment Adm/FBO	313,024	313,024	78,574
Net To/From JHAB after Loan Payments	**1,890,769**	**2,524,570**	**2,209,234**

8/13/2026 14:39

JACKSON HOLE AIRPORT BOARD
CAPITAL PROJECT IMPROVEMENTS FY 2026-2027

CAPITAL PROJECT INCOME	CURRENT MONTH JULY BUDGET	CURRENT MONTH JULY ACTUAL
FEDERAL GRANTS		
AIP#81 - Net Zero Carbon Roadmap	45,000	47,165
AIP#83 - Deicing Pad Containment Facility (Design & Construction Admin Fee)	350,000	348,704
AIP#84 - Deicing Pad Containment Facility (Construct Utilities & Procure Tanks)	480,000	485,747
AIP#86 - Deicing Pad Containment Facility (Construct Pavement Base Course)	-	-
AIP#88 - Deicing Pad Containment Facility (Construct Paving, Containment, Equipment)	1,610,000	1,610,241
AIP#89 - Deicing Pad Containment Facility (Construct Paving, Install Drainage)	1,690,000	1,685,333
AIP#90 - Rehab South Taxiway A (Phase I Design)	-	-
AIP# - Rehab South Taxiway A	-	-
AIP#85 - Aviation Safety Facility (Misc. Study)	-	-
AIP# - Aviation Safety Facility (Environmental)	-	-
STATE GRANTS		
AJA024B - Rehab Taxiway A & Deicing Pad Access (Phase II Construction)	-	-
AJA024C - TaxiwayA-North Deice Pad	145,000	148,035
AJA024D - Deicing Pad Containment Facility (Design & Construction Admin Fee)	15,000	13,948
AJA027A - Under Ground Sewer Water Filtration System	-	-
AJA029A - Rehab South Taxiway A (Phase I Design)	-	-
AJA034A - Net Zero Roadmap	1,000	943
OTHER GRANTS		
TSA-OTA CBIS Upgrade	-	-
Infrastructure Investment & Jobs Act	-	-
Geothermal Credits	-	-
DEQ-VW eGPUs	-	-
FHA-TOJ EV Charging Station	-	-
Other Misc.	-	-
OTHER FUNDING SOURCES		
Bond Proceeds	-	-
PFC Income	215,000	219,498
CFC Income	415,000	414,580
CAPITAL PROJECT INCOME	**4,966,000**	**4,974,193**

CAPITAL PROJECT EXPENSE	CURRENT MONTH JULY BUDGET	CURRENT MONTH JULY ACTUAL
AIRFIELD		
Deicing Pad Containment Facility	225,000	211,761
Rehab South Taxiway A, A2, A3 and Relocation of Vehicle Service Road	140,000	133,222
Seal Coat/Marking Project (2026)	30,000	29,011
AWOS Backup Installation	-	
Replace Ramp Lighting	-	
Aviation Safety Facility	-	
TERMINAL		
Bagbelt System Upgrades (TSA CBIS)	5,000	3,600
Terminal IT Equipment (Not Common Use/Security)	-	
Fascia on Gates 3-8	-	
Terminal Furniture	-	
Terminal Flooring	-	
Explosive Detection Equipment for AWS	-	
PA System Replacement	-	
LANDSIDE		
EV Charging Stations	-	
Landscape Master Plan	-	
Parking Evlauation	-	
Commercial Lane(s) - Add Equipment & Fencing	-	
FBO		
Owner's Representative	20,000	28,419
Hangar 3 & GSE Building	150,000	139,065
Admin/FBO Terminal	200,000	1,481,193
GA Ramp Trench Grate Repairs	-	-
Hangar 5 Improvements	20,000	19,648
OTHER BUILDING & GROUNDS		
IT System/Network Improvements	-	
Fuel Farm Fence	-	
Firehouse/Hangar 3 Radio Improvements	-	
Employee Housing Purchase/Maintenance	5,000	4,295
QTA Replace Wash Bays	-	
Brief Camp (AI Security)	-	
Supervisor Location in ATC	-	
Campus Generator System Project	7,500	7,881
EQUIPMENT		
New SRE (Broom or Plow trucks)	-	
FBO GSE	-	
FBO Vehicles/Service Equipment	-	
New Vehicle Purchase	-	
SRE Attachements	-	
Smal Ops Equipment	-	
Replace Operations Vehicles	-	
New Loader/Dozer	-	
CAPITAL PROJECT EXPENSE	**802,500**	**2,058,096**

8/13/2026 14:39

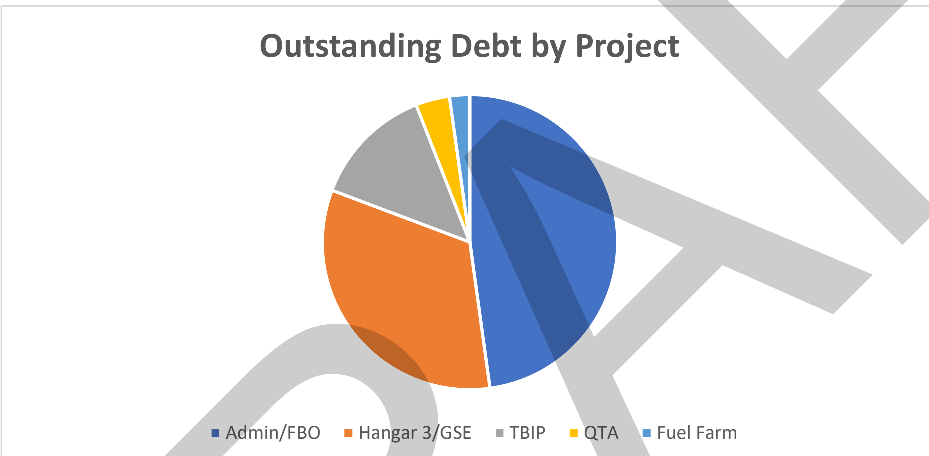
DRAFT

JACKSON HOLE AIRPORT BOARD
DEBT PORTFOLIO REPORT FY 2026-2027

Report Date **7/31/2026**

Total Outstanding Debt	$	85,708,898.00
Monthly Interest	$	409,535.00
Monthly Principal	$	383,254.00
Total Debt Service	**$**	**792,789.00**

Project		Outstanding Debt	% of Portfolio	Weighted Rate	Final Maturity		Monthly Debt Service
Admin/FBO	$	40,984,315.79	47.82%	5.90%	4/5/2044	$	313,024.32
Hangar 3/GSE	$	28,203,641.88	32.91%	6.18%	1/5/2038	$	353,300.77
TBIP	$	11,410,000.00	13.31%	3.56%	2/27/2033	$	33,859.15
QTA	$	3,210,000.00	3.75%	4.96%	11/1/2028	$	13,406.97
Fuel Farm	$	1,900,940.75	2.22%	3.75%	8/5/2028	$	79,198.06



Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	Resolution 2026-05 – AIP 91 FAA Grant for Taxiway A Rehabilitation
Subject/Agenda Item Type:	☒Action Item ☐ Consent Agenda Item
Presenter/Point of Contact:	Michelle Anderson

Background/Description:
This Resolution authorizes the Board President to execute a final Grant Agreement, if tendered, from the FAA for the Rehabilitation of Taxiway Alpha and Connector Taxiways A2 & A3 project. The maximum possible amount of the grant is $36,300,000, but the final amount has not yet been determined and is expected to be less. While the Airport anticipates receiving grant funds from the FAA, the grant is not guaranteed until it has been finalized by the FAA. The final grant amount depends on available end-of-year funds from the FAA. By adopting this Resolution at the August Board meeting, the Board will maintain its ability to accept any available end of year funds from the FAA for this project and meet the FAA's deadline for grant acceptance, which will be around September 15, 2026. The Teton County Commissioners approved a similar resolution on August 11, and this item is being placed on the Town Council agenda for their August 17 meeting. As with other grants, the Town and County must approve grants in their role as co-sponsors.

Fiscal Impact:
The maximum federal grant amount is $36,300,000, which covers 93.75% of eligible projects costs. The local (Airport) match for the maximum grant amount is $1,210,000 with WYDOT Aeronautics providing an equivalent state match. The local and state match will adjust based on the final grant amount offered by the FAA.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
Not applicable.

Procurement Methodology:
Not applicable.

Legal Review:
Airport attorney, Dan Reimer, has reviewed the Draft Grant Agreement and Resolution 2026-05.

Suggested Motion:
I move approval of Resolution 2026-05 for AIP 91 in the form presented.

RESOLUTION NO. 2026-05
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP GRANT NO. 3-56-0014-91-2026
August 19, 2026

The Jackson Hole Airport Board ("Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Federal Aviation Administration ("FAA") has tendered a draft Grant Agreement in the form attached hereto as **Exhibit A** for the purpose of "Rehabilitate Taxiway A and Connector Taxiways A2 & A3 - Construction" in the amount of no more than THIRTY SIX MILLION THREE HUNDRED THOUSAND DOLLARS ($36,300,000);

WHEREAS, the Board desires to accept, agree to the conditions of, and authorize the Board President to execute the final Grant Agreement in substantially the same form as that annexed hereto as **Exhibit A** in an amount of no more than THIRTY SIX MILLION THREE HUNDRED THOUSAND DOLLARS ($36,300,000);

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

1. The Board hereby accepts and agrees to the conditions of FAA AIP Grant Number 3-56-0014-91-2026 in an amount of no more than THIRTY SIX MILLION THREE HUNDRED THOUSAND DOLLARS ($36,300,000), in substantially the form annexed hereto as **Exhibit A**, for the project of "Rehabilitate Taxiway A and Connector Taxiways A2 & A3 - Construction" as more fully described in the project application.

2. The Board authorizes the Board President to execute and attest the final Grant Agreement as tendered by the FAA on behalf of the Board.

Adopted by the Board in open and public meeting this 19th day of August 2026.

JACKSON HOLE AIRPORT BOARD

By: ___________________________
Melissa Turley, President

ATTEST

By: ___________________________
John P. Carey III, Secretary

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

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

Ms. Melissa Turley, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Arne Jorgensen, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

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

Dear Ms. Turley, Mayor Jorgensen, and Commissioner Newcomb:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-091-2026 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**	
Airport/Planning Area	Jackson Hole Airport	
Airport Grant Number	3-56-0014-091-2026	[Contract No. DOT-FA26NM-XXXX]
Unique Entity Identifier	KELEZHCKXHL6	

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 30, 2026, for a grant of federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Rehabilitate South Taxiway A (About X% of Phase II - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.75) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $XXXXXXX.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $XXXXXXX for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   i. 15 percent; or

   ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. <u>Audits for Sponsors</u>.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

   i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

   ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

   iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or
5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. “Employee” means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. “Private Entity” means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. <u>Grant Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit “A” Property Map</u>. The Exhibit “A” Property Map dated December 2013, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. <u>Employee Protection from Reprisal</u>. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. <u>Co-Sponsor</u>. The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. <u>Signage Costs for Construction Projects.</u> The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. <u>Solid Waste Recycling Plan</u>. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

34. <u>Pavement Maintenance Management Program</u>. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

   1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

      i. Location of all runways, taxiways, and aprons;

      ii. Dimensions;

      iii. Type of pavement; and,

      iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

   2. Inspection Schedule.

      i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

      ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

   3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

      i. Inspection date;

      ii. Location;

      iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

35. <u>Project Containing Paving Work in Excess of $500,000</u>. The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv Qualifications of engineering supervision and construction inspection personnel;

v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

36. <u>Plans and Specifications Prior to Bidding</u>. The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **<u>Grants Issued on Estimates</u>.** The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Rehabilitate South Taxiway A; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the sponsor will receive bids for Rehabilitate South Taxiway A within the project description, which is more fully described in the Project Application. If, after the sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000.00 or five percent, whichever is greater based on the actual bid prices received, the FAA can issue a letter to the sponsor unilaterally reducing the maximum obligation. The sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

38. **<u>Mothers' Rooms</u>.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

39. **<u>Buy American Executive Orders</u>.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **<u>Usable Unit of Development</u>**. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

41. **<u>Construction Safety Phasing Plan</u>**. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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

{{N_es_:signer1:fullname }}
(Typed Name)

{{N_es_:signer1:title }}
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

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

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

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

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

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

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer5:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5:title }}

(Title of Sponsor's Attestation)

[4] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer6: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Wyoming__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

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

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

(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[6]

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

COUNTY OF TETON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer7:fullname }}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer8:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8:title }}

(Title of Sponsor's Attestation)

[6] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **{{N_es_:signer9: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Wyoming__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[7]

Dated at **{{DateTime_es_:signer9:calc(now()):format(date," mmmm d, yyyy")}}**

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

(Signature of Sponsor’s Attorney)

[7] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance-Management.**

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

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of July 30, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor’s DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	Equipment Purchase – Western States Caterpillar 972XE Loader
Subject/Agenda Item Type:	☒Action Item ☐ Consent Agenda Item
Presenter/Point of Contact:	Dustin Havel

Background/Description:
Presented for Board Approval is the purchase of a Caterpillar 972XE with forks, snow push, and snow tires. The Airport's snow removal fleet currently includes three (3) Caterpillar 972XE loaders equipped with a common set of interchangeable attachments, forks, snow plow blades, snow buckets, dirt buckets, and loader-mounted rotary snow blowers. These shared attachments and operating characteristics allow Airport Maintenance staff to move quickly between summer and winter operations, and between snow plowing and snow blowing, with minimal retraining, improving both efficiency and safety.

Currently another piece of snow removal equipment in the fleet is Dozer 22, is a 16-foot-wide wheel dozer that has been in continuous service for more than 30 years and is nearing, if not beyond, the end of its useful service life. Unlike the three 972XE loaders, Dozer 22 is a single-purpose machine that cannot accept the fleet's interchangeable attachments, limiting its usefulness outside of winter snow removal and requiring operators to maintain proficiency on a second, dissimilar piece of equipment.

The Airport is also adding approximately 80,000 square feet of concrete deicing pad area, which will increase the amount of pavement requiring snow and ice removal each winter. Reliable, efficient equipment, along with associated staffing, will be needed to keep pace with this expanded footprint.

Staff is requesting Board approval to purchase one (1) 972XE wheel loader, equipped with forks, a 20-foot snow plow blade, and snow tires, to replace Dozer 22. The new unit will be compatible with the Airport's existing loader-mounted rotary snow blowers, so no additional attachments need to be purchased. It will be usable year-round for loading and unloading, dirt/grading work, and snow removal, with the ability to move quickly between plowing and blowing snow as conditions dictate, further standardizing equipment across the fleet and simplifying operator training and cross-training.

Fiscal Impact:
The total cost of the 972XE, including delivery, is $663,858.48. This purchase was included in the FY27 budget and will be funded with local Airport funds.

Staff Input/Recommendation:
Staff recommends moving forward with the purchase of the Caterpillar 972XE as outlined in the quote.

Alternatives:
We can continue to utilize the existing equipment we have and not replace the 1996 Snow Dozer.

Procurement Methodology:
The Airport Procurement Policy authorizes the purchase of equipment through a government cooperative purchasing program in which the pre-qualified vendor(s) were selected through a competitive process that meets the requirements of federal and state law and the Policy. Caterpillar is a participant in the Sourcewell cooperative purchasing program which allows the purchase of equipment through a Sourcewell contract. The Sourcewell discount is listed on the third page of the Western States Caterpillar letter.

Legal Review: Airport Attorney, Dan Reimer, has reviewed this Agenda item and the procurement methodology.
Suggested Motion: I move approval of the Purchase Agreement with Western States Caterpillar, in the form presented, for a Caterpillar 972XE in the amount of $663,858.48.

July 31, 2026

Jackson Hole Airport

Attention: Chance Grimmett

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 972XE with forks, snow push and snow tires

Equipment ID# N/A

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative

5457240	972XE WHEEL LOADER	637,460.00
6417597	PRODUCT LINK, CELLULAR PLE643	0.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	0.00
0P9003	LANE 3 ORDER	0.00
6597797	REGIONAL PKG 14C, AM-N, JSTK	9,560.00
6565655	STANDARD PACKAGE	0.00
6556964	LINKAGE, STANDARD LIFT	0.00
6313979	COUNTERWEIGHT, AGGREGATE	6,010.00
6562614	AXLES, AUTO/AUTO, SGR,AOC,JSTK	11,030.00
5832501	AXLE OIL COOLER, ED	10,140.00
6313972	QUICK COUPLER READY, STD	5,140.00
6593906	HYDRAULIC OIL, STANDARD	0.00
6574417	LIGHTS, LED PREMIUM	4,240.00
6557032	CAB, PREMIUM STRG JOYSTICK	4,660.00
6580297	FILTRATION, STD, ACF PRECLNR	1,005.00
6516367	WINDOWS, STANDARD	0.00
5747640	STEERING SYS, SECONDARY JSTK	6,500.00
6587455	DETECT, MITIGATION W/AEB READY	5,750.00
6620564	TECHNOLOGY, PAYLOAD,ASSIST,IMU	0.00
5674732	COOLING CORES, 6FPI	432.00
5783576	ANTIFREEZE, -35F	0.00
2973221	TIRES, 26.5R25 MX XHA2 ** L3	920.00
3650220	AIR INLET PRECLEANER, TURBINE	920.00
5503417	FENDERS, ROADING	3,655.00
5747624	SOUND SUPPRESSION, BASIC	0.00
6176383	QUICK COUPLER, FUSION	12,764.00
6570439	AUTOLUBE, STD	7,990.00
5780624	XE HEATER, ACCUMULATOR	1,865.00
5694049	LIGHTS, REVERSING STROBE	342.00
4917467	LIGHT, WARNING BEACON	610.00
5481310	LIGHTS, SERVICE/ACCESS	640.00
5489727	GUARD, POWERTRAIN	2,875.00
5832506	STARTING, COLD (120V)	3,340.00
6080176	HYDRAULICS, 4V RC, STD	18,820.00
5846979	JOYSTICK 4V, STEERING JOYSTICK	1,985.00
6313457	FAN, REVERSING, VPF, ANSI	7,190.00
6331828	CAMERA, SURROUND VISION	3,110.00
6576475	TIRE PRESSURE MONITOR	3,025.00
5783533	OIL CHANGE SYSTEM, HIGH SPEED	362.00
0P3978	FUEL ANTIFREEZE, -25C (-13F)	0.00

5207968	FORK CARRIAGE, 108", FUS	14,431.00
5207981	TINE GROUP, 96"	18,333.00
5246873	BLD 240" SNOW PUSH FUS	41,472.00
	Total	846,576.00
	Sourcewell Discount -11% Off of List Price	-93,123.36
	Additional Dealer Disount-16% Off of List Price	-135,452.16
	Make Ready SEA for Detect and AEB	3,750.00
	Maxam MS202 Snow Tires Filled	27,000.00
	Delivery Freight	1,500.00
	Fuel	500.00
	Premier CVA 1 year 500 & 1000 hour services	3,876.00
	Warranty	9,232.00
	Western States Dealer Training	N/C
	Total	663,858.48

WARRANTY

Standard Warranty:	12 months Unlimited hours full machine
GOV Warranty:	60 Months 4000 Hours Full Machine

F.O.B/TERMS
Pocatello

ADDITIONAL CONSIDERATIONS

- Delivery Mid December 2026

Accepted by ____ on ____________________

____
Signature

SALES AGREEMENT

AGREEMENT: Q000485739-6
AGREEMENT DATE: 8/4/2026
AGREEMENT EXPIRES: 8/30/2026
WAREHOUSE: Idaho Falls Machine Sales
CUSTOMER NO.: 4489700
CUSTOMER PO:
SALESMAN: Jerad M Childers

Jerad.Childers@wseco.com

Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:
Jackson Hole Airport Board
PO Box 159
Jackson, WY 83001-0159

SHIP TO:
Jackson Hole Airport Board
PO Box 159
Jackson, WY 83001-0159

ITEM DESCRIPTION	PRICE
Caterpillar 972-14XE S/N: TBD - 972 XE CSTM • Caterpillar WT-MWL Build S/N: TBD • Caterpillar WT-MWL Build S/N: TBD • Delivery Freight • EMS Premier - 1 year 500 and 1000 hour full service CVA • New Warranty - 60 mo 4,000 hrs - PREMIER • Training	$636,358.48
Caterpillar WT-ALLIED Build S/N: TBD - 26.5 R 25 Maxam MS202 Snow Tires Filled	$27,500.00

Notes

Before Tax Balance	$663,858.48
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$663,858.48**

Western States Equipment Company

Order Received by ______________________

Title Vice President of Sales Date ______________

Jackson Hole Airport Board

Approved and Accepted by ______________________

Title ______________ Date ______________

Warranty Document Received (initial) ______________

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Equipment Company/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.
Terms & Conditions: Upon (a) the execution of this Sales Agreement, (b) your oral or physical acceptance of equipment, goods, or services to be performed as detailed in this Sales Agreement, or (c) receipt of equipment or goods, or commencement of services, as described herein, you consent and agree that the purchase of new and used equipment from Western States Equipment Company will be governed solely by Western States Equipment Company's Sales Agreement Terms and Conditions ("Terms and Conditions"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this Sales Agreement and all other quotes, proposals, estimates, invoices, or documents related to your purchase of new and used equipment from Western States Equipment Company. By purchasing new and used equipment from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of Sales Agreement by signing below.

WESTERN STATES EQUIPMENT COMPANY

By:______________________

Print Name:______________________

CUSTOMER: ______________________

By:______________________

Print Name:______________________

SALES AGREEMENT

NO.: Q000485739-6

EQUIPMENT DETAILS

5457240 972XE WHEEL LOADER
4218926 SERIALIZED TECHNICAL MEDIA KIT
6597797 REGIONAL PKG 14C, AM-N, JSTK
6556964 LINKAGE, STANDARD LIFT
6562614 AXLES, AUTO/AUTO, SGR,AOC,JSTK
6313972 QUICK COUPLER READY, STD
6574417 LIGHTS, LED PREMIUM
6580297 FILTRATION, STD, ACF PRECLNR
5747640 STEERING SYS, SECONDARY JSTK
6620564 TECHNOLOGY, PAYLOAD,ASSIST,IMU
5783576 ANTIFREEZE, -35F
3650220 AIR INLET PRECLEANER, TURBINE
5747624 SOUND SUPPRESSION, BASIC
6570439 AUTOLUBE, STD
5694049 LIGHTS, REVERSING STROBE
5481310 LIGHTS, SERVICE/ACCESS
5832506 STARTING, COLD (120V)
5846979 JOYSTICK 4V, STEERING JOYSTICK
6331828 CAMERA, SURROUND VISION
5783533 OIL CHANGE SYSTEM, HIGH SPEED
5207968 FORK CARRIAGE, 108", FUS
5246873 BLD 240" SNOW PUSH FUS
6417597 PRODUCT LINK, CELLULAR PLE643
0P9003 LANE 3 ORDER
6565655 STANDARD PACKAGE
6313979 COUNTERWEIGHT, AGGREGATE
5832501 AXLE OIL COOLER, ED
6593906 HYDRAULIC OIL, STANDARD
6557032 CAB, PREMIUM STRG JOYSTICK
6516367 WINDOWS, STANDARD
6587455 DETECT, MITIGATION W/AEB READY
5674732 COOLING CORES, 6FPI
2973221 TIRES, 26.5R25 MX XHA2 ** L3
5503417 FENDERS, ROADING
6176383 QUICK COUPLER, FUSION
5780624 XE HEATER, ACCUMULATOR
4917467 LIGHT, WARNING BEACON
5489727 GUARD, POWERTRAIN
6080176 HYDRAULICS, 4V RC, STD
6313457 FAN, REVERSING, VPF, ANSI
6576475 TIRE PRESSURE MONITOR
0P3978 FUEL ANTIFREEZE, -25C (-13F)
5207981 TINE GROUP, 96"

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

Customer's Name: Jackson Hole Airport Board				
Customer's Address: PO Box 159 Jackson, WY 83001-0159				
Model	Product Description	Hour Meter	Serial Number	Delivery Date

Standard Warranty applicable based on manufacturer's guidelines and subject to all applicable manufacturer's terms and conditions

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's warranty

Extended Warranty:

New Warranty - 60 mo 4,000 hrs & PREMIER

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's extended warranty.

Purchase Application				
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	**PURCHASER NAME**	**DATE MACHINE SOLD**	**DATES INSPECTION COMPLETED & APPROVED**	
	ADDRESS (STREET, RR)	**(CITY/TOWN)**	**(STATE)**	**(ZIP CODE)**
	TRANSFER HOUR METER READING	**SIGNATURE OF NEW BUYER**	**DEALER CONFIRMATION**	

Subject to the above described standard warranty and extended warranty, as applicable, customer acknowledges the above-described equipment and attachments to be in good, safe, and serviceable condition, and customer accepts the equipment and attachments "as is, where is" and "with all faults", regardless of defects, latent or otherwise. Western States Equipment Company makes no warranty whatsoever with respect to the equipment and attachments, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade or otherwise. Customer acknowledges that it has not relied upon any representation or warranty made by Western States Equipment Company, or any other person on Western States Equipment Company's behalf. Although Western States Equipment Company may administer warranties issued by a manufacturer or third-party entity, customer acknowledges and agrees that (1) any express warranties by such manufacturer or third party entity are not the responsibility of Western States Equipment Company; (2) such manufacturer or third-party entity's warranty may contain limitations; and (3) customer may incur certain repair, transportation or other charges by Western States Equipment Company which are not covered by such manufacturer or third-party entity's warranty. Any warranty by Western States Equipment Company shall be null and void and have no legal effect if customer fails to pay any amounts due for the equipment or attachments.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that such is not insurance. I further understand that the Extended Coverage applied for herein is not effective unless and until I pay the applicable charge for any Extended Coverage.

Customer Name:_________________________

By:______________________________________

Print Name:______________________________

Western States Equipment Company

By:______________________________________

Print Name:______________________________

Planned Maintenance Agreement New Machines

CUSTOMER NO.: 4489700

Tuesday, August 4, 2026

- Western States to complete all of the full service PM's at established intervals using one of our Caterpillar trained technicians, and includes all parts, SOS Fluid Analysis, visual inspection, and fluids required. NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- Customer agrees to perform scheduled maintenance as outlined in the Caterpillar Lubrication and Maintenance guide, including daily and weekly inspection between service intervals.
- Customer is responsible for maintaining all fluid levels between service intervals.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- The Preventive Maintenance, for any machine enrolled under this agreement must be performed by Western States. If the services are completed by an outside vender the customer is responsible for any variance.
- No phone calls needed, we will proactively monitor your machine hours to schedule your CSA or ship your POK kits. Machine must be equipped with Product Link.
-In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.

Model	Serial Number	Term (years/hours)
		1 year 500 and 1000 hour full service CVA

Full Service	Supported Self Service	DIY

Please initial which service we will be providing.

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: ______________________

City: ______________________

State: ______________________

Zip Code: ______________________

Customer

Western States Equipment

____

Signature and Title

____

Signature and Title

Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	Equipment Purchase – Two (2) Electric 906 Loaders
Subject/Agenda Item Type:	☒Action Item ☐ Consent Agenda Item
Presenter/Point of Contact:	Dustin Havel

Background/Description:
Presented for Board approval are Equipment Purchase Agreements for two (2) all-electric Caterpillar 906 loaders.

In the fall of 2025, the Airport submitted an application to the State of Wyoming Volkswagen (VW) Settlement Funds program for NOx Emission Reduction Projects. We were recently notified that our applications for the two electric 906 units were approved, and the purchases will be reimbursed at 100% of the cost included on the application. One unit is specified for Jackson Hole Flight Services, and one will go directly to Jackson Hole Airport.

We are excited to be a showcase user of these all-electric units, as they are newer to the U.S. market. Jackson Hole Airport/Jackson Hole Flight Services will be required to destroy two (2) older units once the new units arrive. The units being retired are a 1993 Gehl 562 and a 1999 CAT IT62G.

Similar to our approach with other snow removal equipment, we try to build in fleet consistency and redundancy to make staffing, training, and overall operations smoother. We operate several traditional diesel CAT 906 wheel loaders that serve as forklifts daily, support regular maintenance needs, handle occasional dirt work, and in winter months serve as our primary fleet for parking lot and near-building snow removal.

Since the EV units won't require the usual warm-up time, they will become our go-to units for unloading trucks year-round, and we look forward to learning more about their performance during the winter months.

Fiscal Impact:
The Airport will be reimbursed in through the Wyoming DEQ VW Settlement Fund for the majority of this purchase. The total cost of these units will be $184,727.99 per unit and we will be reimbursed $183,556.67 per unit. This results in a total out of pocket cost to the airport of $1,171.32 per unit.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
Not utilizing the grant funds and keeping the older fleet.

Procurement Methodology:
Currently there is only one manufacturer of all-electric small wheel loaders and the Airport Procurement Policy authorizes the purchase of equipment through a government cooperative purchasing program in which the pre-qualified vendor(s) were selected through a competitive process that meets the requirements of federal and state law and the Policy. Caterpillar is a participant in the Sourcewell cooperative purchasing program which allows the purchase of equipment through a Sourcewell contract. The Sourcewell discount is listed on the third page of the Western States Caterpillar letter.

Legal Review: Dan Reimer has reviewed this purchase.
Suggested Motion: I move approval of the two (2) Purchase Agreements with Western States Caterpillar, in the form presented, for each Caterpillar EV 906 in the amount of $184,727.99 per unit.

August 3, 2026

Jackson Hole Flight
Craig Foster
1250 East Airport Road - 159
Jackson, WY 83001

Dear Craig,

Your application was scored by a Wyoming Department of Environmental Quality (DEQ) panel, who reviewed all applications received during the 2025-2026 NOx Reduction Program application period. We are pleased to inform you that your project, JHFS GSE - Conversation to EV - Gehl, has been selected as a funding recipient of Volkswagen Settlement funds under the 2025-2026 NOx Reduction Program. You will be awarded funding in the amount of $183,556.67 to be applied for the specified purpose described in your application (JHFS – EV GEHL Loader).

Now that your project has been selected, there are several next steps in this process. DEQ will draft an agreement outlining the terms of the funding award, which will be signed by both the applicant and the DEQ Director. Once the agreement has been formalized, you may order the vehicles specified in your application. Upon arrival of the new vehicle, the vehicle that is being replaced must be salvaged in accordance with the requirements specified in the agreement.

Once the salvage process is completed, you must submit the following information to me, via email in order for DEQ to process reimbursement.

- Salvage documentation of the old equipment as outlined in the instructions of the agreement.
- A copy of the invoice for the new vehicle
- A copy of payment for the new vehicle, either in the form of a canceled check or purchase order

If you have any questions during this process, please feel free to contact me at 307-777-6105 or keith.guille@wyo.gov.

Keith Guille

Keith Guille
Outreach Manager

August 18, 2026

Jackson Hole Flight Services

Attention: Chance Grimmett

Dear Sir,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

CATERPILLAR Model: 906 EV Wheel Loader with snow tires and 5 year battery subscription

STOCK NUMBER: 906 EV Loader TBD

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative

Reference Number*	Quantity*	D E S C R I P T I O N*	
623-1866	1	906 14A ELEC CWL	149,780.00
0P-9003	1	LANE 3 ORDER	NC
629-0875	1	WEATHER, STD, FLUIDS	NC
661-8467	1	TRANS-ELEC 12 MPH DIFF LOCK	505.00
622-8949	1	HYD, 3V, STD FLOW, STD LIFT	NC
577-6057	1	COUPLER, SSL	605.00
607-6809	1	AUX, STD FLOW, 3 VALVE	365.00
643-4641	1	RIDE CONTROL, STD LIFT	4,405.00
640-9451	1	BATTERY, SUBSCRIPTION REQUIRED	NC
627-7739	1	CHARGER, CONNECTION, AC, TYPE 1	NC
642-2246	1	CABLE, TYPE 1 TO NEMA 14-50	2,080.00
573-3910	1	LIGHT, ROAD, FN, LED, RH DIP	1,435.00
623-8136	1	CAB DLX, 2 SLIDING WINDOWS	9,640.00
616-3507	1	PUSH START, PASCODE SECURITY	92.00
580-0567	1	JOG DIAL, MONITOR INTERFACE	312.00
577-7162	1	MIRROR, EXT HEAT, ELEC ADJUST	545.00
638-3128	1	CAMER, REAR VIEW, W/O MIKRROR	2,065.00
598-4911	1	STORAGE, BASE TRAY	NC
573-4006	1	SEAT, DELUXE PLUS, AIR, HEAT	1,160.00
580-6836	1	SEAT BELAT, ASSIST, 3"	NC
623-5806	1	HVAC, AUTO TEMP CONTROL	7,510.00
649-5149	1	DOOR STOP, CAB	NC
636-6178	1	PRODUCT LINK, CELLULAR PLE643	NC
436-0923	1	TIRES, 340/80 R18 HAKKA	4,240.00
577-6164	1	FENDERS, STANDARD , R18	NC
580-0511	1	HITCH, REAR RETRIEVAL, STD	NC
577-6969	1	HYDRAULIC OIL, STANDARD	NC
421-8926	1	SERIALIZED TECHNICAL MEDIA KIT	NC
640-0488	1	LIGHTS, CAB, PERMIUM, 8X LED	1,380.00
580-0537	1	ALARM, BACK UP	262.00
580-0539	1	HARNESS, WIRING, WT, SSL	437.00
623-9432	1	STANDARD RADIO (12v)	740.00
642-2734	1	CABLE-ADAPTOR, 5-15, USA	255.00

TOTAL	187,813.00
Sourcewell Discount -23% off of list	-43,196.99
Additional Dealer Discount -4.16% off of list	-7,813.02
Battery Subscription 5 year 4000 hour	47,925.00
Warranty 5 year 5000 hour Premier Gov	N/C
1 Year 500 Hour Premier CVA	N/C
Total	184,727.99

WARRANTY

Standard Warranty:	12 months Unlimited hours full machine
GOV Warranty:	60 Months 5000 Hours Premier

F.O.B/TERMS
Pocatello

ADDITIONAL CONSIDERATIONS

- Delivery around the end of December

Accepted by ______________________________ on ________________

____
Signature

SALES AGREEMENT

AGREEMENT: Q000488412-2

AGREEMENT DATE: 8/18/2026

AGREEMENT EXPIRES: 9/17/2026

WAREHOUSE: Idaho Falls Machine Sales

CUSTOMER NO.: 0101555

CUSTOMER PO:

SALESMAN: Jerad M Childers

Jerad.Childers@wseco.com

Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:
Jackson Hole Flight Services
PO BOX 159
Jackson, WY 83001-0159

SHIP TO:
Business
1250 E Airport Rd
Jackson, WY 83001-8603

ITEM DESCRIPTION	PRICE
Caterpillar 906-14 S/N: TBD - 906 CSTM • Delivery Freight • EMS Premier - 1 year 500 hour full service CVA • New Warranty - 5 year 5000 hour premier warranty	$136,802.99
Caterpillar WT-CWL Build S/N: TBD	$47,925.00

Notes

Before Tax Balance	$184,727.99
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$184,727.99**

Western States Equipment Company

Order Received by ______________________

Title Regional Sales Manager Date ______________

Jackson Hole Flight Services

Approved and Accepted by ______________________

Title ______________ Date ______________

Warranty Document Received (initial) ______________

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Equipment Company/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.
Terms & Conditions: Upon (a) the execution of this Sales Agreement, (b) your oral or physical acceptance of equipment, goods, or services to be performed as detailed in this Sales Agreement, or (c) receipt of equipment or goods, or commencement of services, as described herein, you consent and agree that the purchase of new and used equipment from Western States Equipment Company will be governed solely by Western States Equipment Company's Sales Agreement Terms and Conditions ("Terms and Conditions"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this Sales Agreement and all other quotes, proposals, estimates, invoices, or documents related to your purchase of new and used equipment from Western States Equipment Company. By purchasing new and used equipment from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of Sales Agreement by signing below.

WESTERN STATES EQUIPMENT COMPANY

By:______________________________

Print Name:______________________________

CUSTOMER: ______________________________

By:______________________________

Print Name:______________________________

SALES AGREEMENT

NO.: Q000488412-2

EQUIPMENT DETAILS

906 EV	Battery Subscription

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

Customer's Name:
Jackson Hole Flight Services

Customer's Address:
PO BOX 159 Jackson, WY 83001-0159

Model	Product Description	Hour Meter	Serial Number	Delivery Date

Standard Warranty applicable based on manufacturer's guidelines and subject to all applicable manufacturer's terms and conditions

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's warranty

Extended Warranty:

New Warranty - 5 year 5000 hour premier warranty

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's extended warranty.

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
☐ WASTE ☐ GOVERNMENTAL ☐ AG	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

Subject to the above described standard warranty and extended warranty, as applicable, customer acknowledges the above-described equipment and attachments to be in good, safe, and serviceable condition, and customer accepts the equipment and attachments "as is, where is" and "with all faults", regardless of defects, latent or otherwise. Western States Equipment Company makes no warranty whatsoever with respect to the equipment and attachments, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade or otherwise. Customer acknowledges that it has not relied upon any representation or warranty made by Western States Equipment Company, or any other person on Western States Equipment Company's behalf. Although Western States Equipment Company may administer warranties issued by a manufacturer or third-party entity, customer acknowledges and agrees that (1) any express warranties by such manufacturer or third party entity are not the responsibility of Western States Equipment Company; (2) such manufacturer or third-party entity's warranty may contain limitations; and (3) customer may incur certain repair, transportation or other charges by Western States Equipment Company which are not covered by such manufacturer or third-party entity's warranty. Any warranty by Western States Equipment Company shall be null and void and have no legal effect if customer fails to pay any amounts due for the equipment or attachments.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that such is not insurance. I further understand that the Extended Coverage applied for herein is not effective unless and until I pay the applicable charge for any Extended Coverage.

Customer Name:_________________________

By:______________________________________

Print Name:______________________________

Western States Equipment Company

By:______________________________________

Print Name:______________________________

Planned Maintenance Agreement New Machines

CUSTOMER NO.: 0101555 Tuesday, August 18, 2026

- Western States to complete all of the full service PM's at established intervals using one of our Caterpillar trained technicians, and includes all parts, SOS Fluid Analysis, visual inspection, and fluids required. NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- Customer agrees to perform scheduled maintenance as outlined in the Caterpillar Lubrication and Maintenance guide, including daily and weekly inspection between service intervals.
- Customer is responsible for maintaining all fluid levels between service intervals.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- The Preventive Maintenance, for any machine enrolled under this agreement must be performed by Western States. If the services are completed by an outside vender the customer is responsible for any variance.
- No phone calls needed, we will proactively monitor your machine hours to schedule your CSA or ship your POK kits. Machine must be equipped with Product Link.
-In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.

Model	Serial Number	Term (years/hours)
		1 year 500 hour full service CVA

Full Service	Supported Self Service	DIY

Please initial which service we will be providing.

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: __________

City: __________

State: __________

Zip Code: __________

Customer

Signature and Title

Western States Equipment

Signature and Title

Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

First Name

Last Name

Email

Phone

Company Jackson Hole Flight Services

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

August 3, 2026

Jackson Hole Airport
Dustin Havel
1250 East Airport Road - 159
Jackson, WY 83001

Dear Dustin,

Your application was scored by a Wyoming Department of Environmental Quality (DEQ) panel, who reviewed all applications received during the 2025-2026 NOx Reduction Program application period. We are pleased to inform you that your project, Replacement of Airport Ground Support Equipment transition to EV Loader, has been selected as a funding recipient of Volkswagen Settlement funds under the 2025-2026 NOx Reduction Program. You will be awarded funding in the amount of $183,556.67 to be applied for the specified purpose described in your application.

Now that your project has been selected, there are several next steps in this process. DEQ will draft an agreement outlining the terms of the funding award, which will be signed by both the applicant and the DEQ Director. Once the agreement has been formalized, you may order the vehicles specified in your application. Upon arrival of the new vehicle, the vehicle that is being replaced must be salvaged in accordance with the requirements specified in the agreement.

Once the salvage process is completed, you must submit the following information to me, via email in order for DEQ to process reimbursement.

- Salvage documentation of the old equipment as outlined in the instructions of the agreement.
- A copy of the invoice for the new vehicle
- A copy of payment for the new vehicle, either in the form of a canceled check or purchase order

If you have any questions during this process, please feel free to contact me at 307-777-6105 or keith.guille@wyo.gov.

Keith Guille
Keith Guille
Outreach Manager

August 18, 2026

Jackson Hole Airport

Attention: Chance Grimmett

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 906 EV Wheel Loader with snow tires and 5 year battery subscription

STOCK NUMBER: 906 EV Loader TBD

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative

Reference Number*	Quantity*	D E S C R I P T I O N*	
623-1866	1	906 14A ELEC CWL	149,780.00
0P-9003	1	LANE 3 ORDER	NC
629-0875	1	WEATHER, STD, FLUIDS	NC
661-8467	1	TRANS-ELEC 12 MPH DIFF LOCK	505.00
622-8949	1	HYD, 3V, STD FLOW, STD LIFT	NC
577-6057	1	COUPLER, SSL	605.00
607-6809	1	AUX, STD FLOW, 3 VALVE	365.00
643-4641	1	RIDE CONTROL, STD LIFT	4,405.00
640-9451	1	BATTERY, SUBSCRIPTION REQUIRED	NC
627-7739	1	CHARGER, CONNECTION, AC, TYPE 1	NC
642-2246	1	CABLE, TYPE 1 TO NEMA 14-50	2,080.00
573-3910	1	LIGHT, ROAD, FN, LED, RH DIP	1,435.00
623-8136	1	CAB DLX, 2 SLIDING WINDOWS	9,640.00
616-3507	1	PUSH START, PASCODE SECURITY	92.00
580-0567	1	JOG DIAL, MONITOR INTERFACE	312.00
577-7162	1	MIRROR, EXT HEAT, ELEC ADJUST	545.00
638-3128	1	CAMER, REAR VIEW, W/O MIKRROR	2,065.00
598-4911	1	STORAGE, BASE TRAY	NC
573-4006	1	SEAT, DELUXE PLUS, AIR, HEAT	1,160.00
580-6836	1	SEAT BELAT, ASSIST, 3"	NC
623-5806	1	HVAC, AUTO TEMP CONTROL	7,510.00
649-5149	1	DOOR STOP, CAB	NC
636-6178	1	PRODUCT LINK, CELLULAR PLE643	NC
436-0923	1	TIRES, 340/80 R18 HAKKA	4,240.00
577-6164	1	FENDERS, STANDARD , R18	NC
580-0511	1	HITCH, REAR RETRIEVAL, STD	NC
577-6969	1	HYDRAULIC OIL, STANDARD	NC
421-8926	1	SERIALIZED TECHNICAL MEDIA KIT	NC
640-0488	1	LIGHTS, CAB, PERMIUM, 8X LED	1,380.00
580-0537	1	ALARM, BACK UP	262.00
580-0539	1	HARNESS, WIRING, WT, SSL	437.00
623-9432	1	STANDARD RADIO (12v)	740.00
642-2734	1	CABLE-ADAPTOR, 5-15, USA	255.00

TOTAL	187,813.00
Sourcewell Discount -23% off of list	-43,196.99
Additional Dealer Discount -4.16% off of list	-7,813.02
Battery Subscription 5 year 4000 hour	47,925.00
Warranty 5 year 5000 hour Premier Gov	N/C
1 Year 500 Hour Premier CVA	N/C
Total	184,727.99

WARRANTY

Standard Warranty:	12 months Unlimited hours full machine
GOV Warranty:	60 Months 5000 Hours Premier

F.O.B/TERMS
Pocatello

ADDITIONAL CONSIDERATIONS

- Delivery around the end of December

Accepted by ______________________________ on ________________

____
Signature

SALES AGREEMENT

AGREEMENT: Q000488133-2

AGREEMENT DATE: 8/18/2026
AGREEMENT EXPIRES: 9/17/2026
WAREHOUSE: Idaho Falls Machine Sales
CUSTOMER NO.: 4489700
CUSTOMER PO:
SALESMAN: Jerad M Childers

Jerad.Childers@wseco.com

Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:
Jackson Hole Airport Board
PO Box 159
Jackson, WY 83001-0159

SHIP TO:
Jackson Hole Airport Board
PO Box 159
Jackson, WY 83001-0159

ITEM DESCRIPTION	PRICE
Caterpillar 906-14 S/N: TBD - 906 CSTM • Delivery Freight • EMS Premier - 1 year 500 hour full service CVA • New Warranty - 5 year 5000 hour premier warranty	$136,802.99
Caterpillar WT-CWL Build S/N: TBD	$47,925.00

Notes

Before Tax Balance	$184,727.99
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$184,727.99**

Western States Equipment Company

Order Received by ______________________

Title Regional Sales Manager Date ______________

Jackson Hole Airport Board

Approved and Accepted by ______________________

Title ______________ Date ______________

Warranty Document Received (initial) ______________

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Equipment Company/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.
Terms & Conditions: Upon (a) the execution of this Sales Agreement, (b) your oral or physical acceptance of equipment, goods, or services to be performed as detailed in this Sales Agreement, or (c) receipt of equipment or goods, or commencement of services, as described herein, you consent and agree that the purchase of new and used equipment from Western States Equipment Company will be governed solely by Western States Equipment Company's Sales Agreement Terms and Conditions ("Terms and Conditions"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this Sales Agreement and all other quotes, proposals, estimates, invoices, or documents related to your purchase of new and used equipment from Western States Equipment Company. By purchasing new and used equipment from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of Sales Agreement by signing below.

WESTERN STATES EQUIPMENT COMPANY

By:______________________

Print Name:______________________

CUSTOMER: ______________________

By:______________________

Print Name:______________________

SALES AGREEMENT

NO.: Q000488133-2

EQUIPMENT DETAILS

906 EV	Battery Subscription

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

Customer's Name:
Jackson Hole Airport Board

Customer's Address:
PO Box 159 Jackson, WY 83001-0159

Model	Product Description	Hour Meter	Serial Number	Delivery Date

Standard Warranty applicable based on manufacturer's guidelines and subject to all applicable manufacturer's terms and conditions

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's warranty

Extended Warranty:

New Warranty - 5 year 5000 hour premier warranty

Upon request, Western States Equipment Company shall provide Customer a copy of the applicable manufacturer's extended warranty.

Purchase Application				
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	**PURCHASER NAME**	**DATE MACHINE SOLD**	**DATES INSPECTION COMPLETED & APPROVED**	
	ADDRESS (STREET, RR)	**(CITY/TOWN)**	**(STATE)**	**(ZIP CODE)**
	TRANSFER HOUR METER READING	**SIGNATURE OF NEW BUYER**	**DEALER CONFIRMATION**	

Subject to the above described standard warranty and extended warranty, as applicable, customer acknowledges the above-described equipment and attachments to be in good, safe, and serviceable condition, and customer accepts the equipment and attachments "as is, where is" and "with all faults", regardless of defects, latent or otherwise. Western States Equipment Company makes no warranty whatsoever with respect to the equipment and attachments, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade or otherwise. Customer acknowledges that it has not relied upon any representation or warranty made by Western States Equipment Company, or any other person on Western States Equipment Company's behalf. Although Western States Equipment Company may administer warranties issued by a manufacturer or third-party entity, customer acknowledges and agrees that (1) any express warranties by such manufacturer or third party entity are not the responsibility of Western States Equipment Company; (2) such manufacturer or third-party entity's warranty may contain limitations; and (3) customer may incur certain repair, transportation or other charges by Western States Equipment Company which are not covered by such manufacturer or third-party entity's warranty. Any warranty by Western States Equipment Company shall be null and void and have no legal effect if customer fails to pay any amounts due for the equipment or attachments.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that such is not insurance. I further understand that the Extended Coverage applied for herein is not effective unless and until I pay the applicable charge for any Extended Coverage.

Customer Name:_________________________

By:_____________________________________

Print Name:______________________________

Western States Equipment Company

By:_____________________________________

Print Name:______________________________

Planned Maintenance Agreement New Machines

CUSTOMER NO.: 4489700

Tuesday, August 18, 2026

- Western States to complete all of the full service PM's at established intervals using one of our Caterpillar trained technicians, and includes all parts, SOS Fluid Analysis, visual inspection, and fluids required. NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- Customer agrees to perform scheduled maintenance as outlined in the Caterpillar Lubrication and Maintenance guide, including daily and weekly inspection between service intervals.
- Customer is responsible for maintaining all fluid levels between service intervals.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- The Preventive Maintenance, for any machine enrolled under this agreement must be performed by Western States. If the services are completed by an outside vender the customer is responsible for any variance.
- No phone calls needed, we will proactively monitor your machine hours to schedule your CSA or ship your POK kits. Machine must be equipped with Product Link.
-In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.

Model	Serial Number	Term (years/hours)
		1 year 500 hour full service CVA

Full Service	Supported Self Service	DIY

Please initial which service we will be providing.

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: __________

City: __________

State: __________

Zip Code: __________

Customer

Western States Equipment

Signature and Title

Signature and Title

Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

First Name

Last Name

Email

Phone

Company Jackson Hole Airport Board

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

Jackson Hole Airport Board – Staff Report

Meeting Date:	8/19/2026
Subject/Agenda Item:	Equipment Purchase – Rampmaster 5,000 Gallon Electric Refueler Truck
Subject/Agenda Item Type:	☒Action Item ☐ Consent Agenda Item
Presenter/Point of Contact:	Dustin Havel

Background/Description:
Presented for Board approval is an Equipment Purchase Agreement for an all-electric Rampmaster 5,000 Gallon Refueler truck. This unit will replace an older 2000 Sterling m7500 Refueler that was purchased from the prior FBO operator. As part of the VW Settlement Fund requirements, this older diesel refueler will be destroyed. Jackson Hole Flight Services is making continued efforts to transition to electric ground support equipment where it is available and makes sense from an operational perspective. The all-electric mobile refuelers are a newer technology that is on the leading edge in the industry. This new all-electric refueler will support the Airport's sustainability initiatives by reducing the facility's carbon footprint through the elimination of approximately 800 gallons of diesel fuel consumption annually. In addition to environmental benefits, the electric powertrain is expected to reduce maintenance requirements by approximately 24 labor hours per year by eliminating diesel engine preventative maintenance activities, including regeneration cycles and routine oil service.

In the fall of 2025, the Airport submitted an application to the State of Wyoming Volkswagen (VW) Settlement Funds program for NOx Emission Reduction Projects. The Airport was recently notified that our application was accepted for this all-electric refueler truck and the purchase will be reimbursed at 100%.

As part of the Deice Pad Project there will be 10 vehicle parking positions that have 120v, 240v and 480v options available for use. At this time, we plan to utilize the furthest south parking spot for the EV Refueler and leave 1 space open for our standard clear area for fuel trucks. The 7 northern spots will be utilized by Airline deice trucks at this time.

Fiscal Impact:
The Airport will be reimbursed in full through the Wyoming DEQ VW Settlement Fund for this purchase. The total cost of the mobile refueler is $647,332.

Staff Input/Recommendation:
Staff recommends approval.

Alternatives:
None.

Procurement Methodology:
Currently there is only one manufacturer of all-electric mobile refuelers. Since there are no alternatives, sole source procurement was used and the manufacturer provided a quote directly.

Legal Review:
Airport Attorney, Dan Reimer, has reviewed this agenda item.

Suggested Motion:
I move approval of the Equipment Purchase Agreement with Rampmaster, in the form presented, for the purchase of an all-electric mobile refueler in the amount of $647,332.

Jackson Hole Airport Board
Standard Terms and Conditions for Work/Services Performed at Jackson Hole Airport

CONTRACTOR/SERVICE PROVIDER:

Contractor Name: Rampmaster

Contractor Address: 211 W. Stewart Huston Drive
Coatesville, PA 19320

Contact Name: Matt Spencer

Contact Email Address: mspencer@rampmasters.com

CUSTOMER:

Jackson Hole Airport Board

1250 East Airport Road
PO Box 159
Jackson, WY 83001

Location: Jackson Hole Airport (the "Airport")

Services: Purchase of one (1) Rampmaster 5,000 Gallon Electric Refueler

Term: Guaranteed Delivery by October 31, 2026

Associated with (Work Order/Purchase Order/Quote Number): Quote 0077095

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws**. For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.

2. **Insurance**. Contractor represents and warrants that it carries and maintains a surety bond and insurance coverages which are consistent with either (i) Customer's Resolution entitled "Insurance Requirements", or (ii) industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance.

3. **Termination**. Customer may terminate the Services, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, but Contractor shall not be entitled to any further termination payment.

4. **Limitation on Liability**. Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport.

5. **Indemnity**. Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance of the Services hereunder.

6. **Warranty**. All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship.

7. **Licenses**. Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.

8. **Non-Discrimination**. In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.

9. **Entire Agreement**. These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.

10. **Open Records**. Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §66-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. To the extent not prohibited by federal law, the [work order/quote] to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law**. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR/SERVICE PROVIDER:

Signature: Matthew Spencer — Digitally signed by Matthew Spencer Date: 2026.08.10 11:20:46 -04'00'

Name: Mattew Spencer

Title: VP Commercial Operations

Date: 8/10/2026

CUSTOMER:

Signature:________________________

Name:___________________________

Title:____________________________

Date:____________________________

CUSTOMER PURCHASE AUTHORIZATION

August 04, 2026
Quote 0077095

Jackson Hole Airport hereby directs and authorizes General Transervice, Inc. (GTI) to begin manufacture of the Rampmaster refueler(s) listed Page 2, in accordance with the terms and conditions set forth on page 3 of this authorization. GTI will secure the equipment, parts and accessories required for such manufacture to standard factory specifications and proceed with production.

Equipment price is based on our standard specification. Options are provided to meet specific customer requirements and priced separately. Any changes to the specification or additional options that increase cost will be presented to the Customer for approval and acceptance prior to inclusion of those changes into production.

In order to preserve the pricing herein, this authorization letter must be executed not later than 10/3/2026. GTI has used best efforts to provide accurate pricing to Customer, however, due to current extreme fluctuations in the actual costs of the chassis tank, and other components, as well as supply chain availability of materials and components, the price stated herein may be increased due to surcharges and cost increases imposed by GTI's suppliers. This additional cost will be a pass through to Customer to be paid additionally to the price shown herein.

Payment is due in full upon delivery of the refueler(s) according to the prices below. Transportation costs from the factory are not included and are to be paid by Customer upon delivery.

It is expressly agreed that the Terms and Conditions attached on the third page of this Authorization shall form part of this contract between the parties hereto. My signature on Page 2 indicates that I have read said terms and conditions and have agreed thereto and that I am authorized to enter into this Agreement on behalf of the company below. This contract shall be th governing set of terms and conditions for this transaction and will supersede purchasing and other documents submitted by Customer. Any changes to this Authorization must be captured in an amendment to this document and agreed by signature of both parties.

RAMPMASTER EQUIPMENT

August 04, 2026
Quote0077095

Quantity	Size	Location	Total Price (Each)
1	New Rampmaster 5000 Gallon Model SW-EV Electric Powered Refueler with 300 gpm (1/2%) Filter Vessel, EMS Flow Control and Madison Tank Level Gauge	JAC	$582,831.00

Initial Desired Options

Initial to select	Option	Total Price (Each)
	TCS Register	N/C
	Scully Socket Overfill System	$3,206.00
	Prist - Single	$6,939.00
	Extra Overwing Reel & Dual Meters	$14,986.00
	Fuel/Defuel	$2,978.00
	Backup Camera System	$2,348.00
	Locking Aluminum Storage Box	$1,479.00
	Madison Tank Electronic Level Gauge	N/C
	TRAM Fall Protection System	$6,847.00
	Sump Tank	$2,436.00
	Wire TCS Register for Modem	$357.00
	Recirculation Stub	N/C
	One Time Shipping	$17,925.00
	EV Charger	$5,000.00

Options Total **$64,501.00**

Total Truck plus Options: **$647,332.00**

General Transervice, Inc.
Signed: __________
Name Print: __________
Title: __________

Jackson Hole Airport
Signed: __________
Name Print: __________
Title: __________
P.O. Number: __________

TERMS AND CONDITIONS

August 04, 2026
Quote 0077095

Customer agrees to pay cash for the goods as delivery thereof is tendered unless an alternate form of settlement is indicated on the face of this order.

Customer agrees to pay all taxes imposed by any taxing authority as a result of this transaction, or of the manufacture, sale, ownership or use of the goods described herein or upon the receipts of earnings therefrom except net income taxes levied on GT

GTI may, at any time prior to delivery of the goods, discontinue its performance if GTI's performance hereof is, in whole or in part prevented or hindered by any cause whatsoever beyond GTI's reasonable control.

The risk of loss of any goods ordered hereunder shall pass to Customer when GTI tenders delivery thereof to Customer or any representative of Customer, including but not limited to, any carrier, bailee, agent or employee of Customer, or in any manner specified by Customer.

GTI will use all reasonable means to deliver on the date indicated as shown on the face hereof, but it is hereby agreed that GTI shall have no liability for any loss or damage arising out of any later delivery.

The price of goods ordered hereunder is from GTI's factory based upon standard factory specifications. Any factory transportatio thereof is for the Customer's account unless otherwise specified on the first page of this Authorization.

It is understood and agreed that this order embodies the complete understanding of GTI and Customer relative to this order and terms and conditions hereof may not be revised or modified in any way except in a writing signed by Customer and a corporate officer of GTI.

In the event GTI is required to make changes in or addition to the goods by applicable law prior to the delivery thereof, the price c the goods shall be adjusted to include GTI's usual charges for such changes or additions.

August 3, 2026

Jackson Hole Flight
Craig Foster
1250 East Airport Road - 159
Jackson, WY 83001

Dear Craig,

Your application was scored by a Wyoming Department of Environmental Quality (DEQ) panel, who reviewed all applications received during the 2025-2026 NOx Reduction Program application period. We are pleased to inform you that your project, EV Refueler, has been selected as a funding recipient of Volkswagen Settlement funds under the 2025-2026 NOx Reduction Program. You will be awarded funding in the amount of $647,322 to be applied for the specified purpose described in your application.

Now that your project has been selected, there are several next steps in this process. DEQ will draft an agreement outlining the terms of the funding award, which will be signed by both the applicant and the DEQ Director. Once the agreement has been formalized, you may order the vehicles specified in your application. Upon arrival of the new vehicle, the vehicle that is being replaced must be salvaged in accordance with the requirements specified in the agreement.

Once the salvage process is completed, you must submit the following information to me, via email in order for DEQ to process reimbursement.

- Salvage documentation of the old equipment as outlined in the instructions of the agreement.
- A copy of the invoice for the new vehicle
- A copy of payment for the new vehicle, either in the form of a canceled check or purchase order

If you have any questions during this process, please feel free to contact me at 307-777-6105 or keith.guille@wyo.gov.

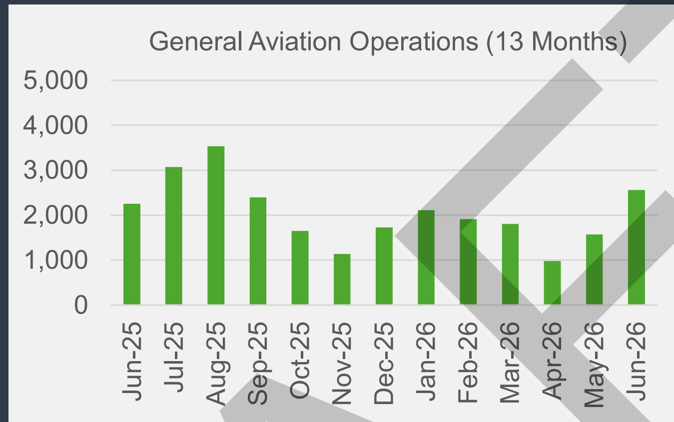
Keith Guille

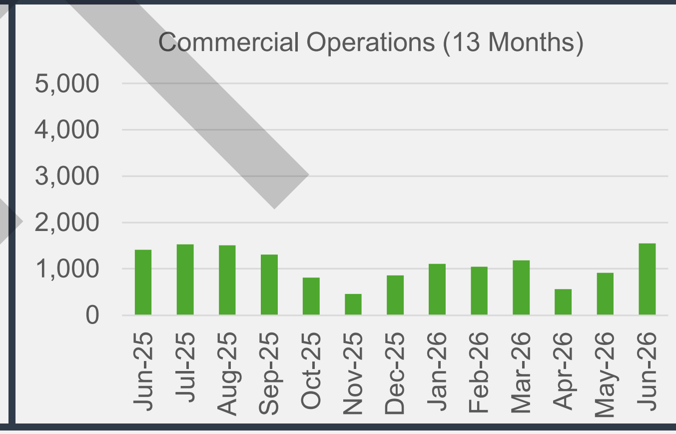
Keith Guille
Outreach Manager

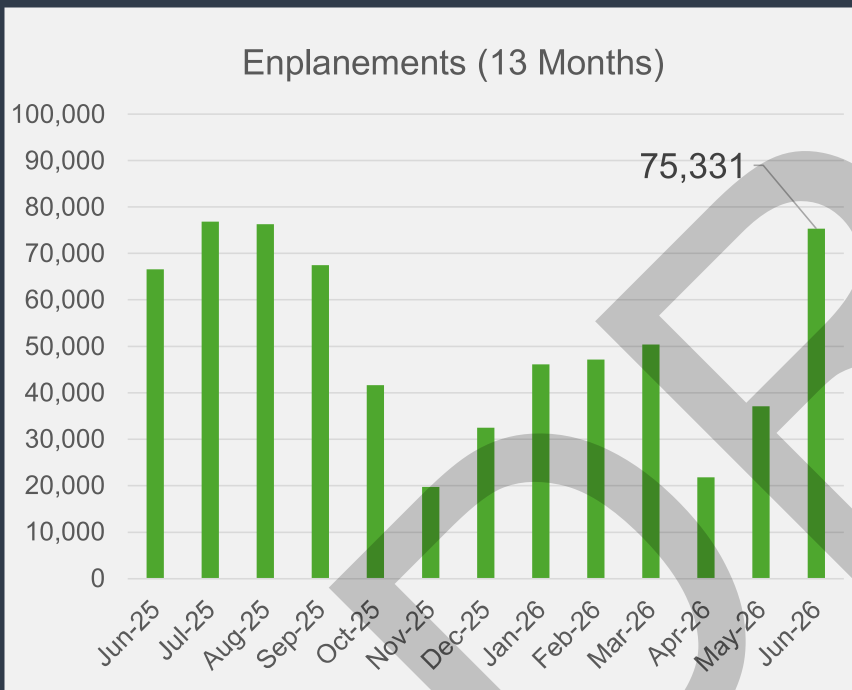
June 2026 Activity Report

Aircraft Operations % Change +/-

	General Aviation	Commercial
June 2026 vs June 2025	+13.5%	+9.79%
YTD 2026 vs YTD 2025*	+11.1%	+5.23%





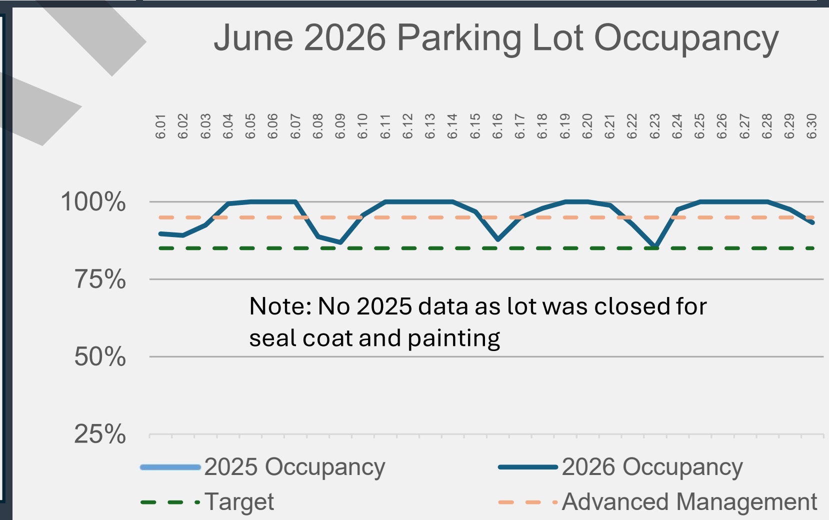


Load Factor %

June 2025	79.45%
June 2026	80.87%
YTD 2026: 75.10%	

% Change +/- Enplanements

June 2026 vs June 2025	+13.2%
YTD 2026 vs YTD 2025*	+4.36%



Fuel Farm – Gallons Jet A Sold

Commercial		General Aviation	
June 2025	833,463	June 2025	323,594
June 2026	940,306	June 2026	337,022

*Year-to-Date (YTD) based on calendar year

June 2026	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT LANDINGS			
	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD
ALASKA	3,099	2,594	9,171	8,589	3,874	3,037	9,294	8,562	62	49	203	183
AMERICAN	25,194	20,659	64,278	59,469	25,946	21,454	64,860	58,301	240	206	678	628
DELTA	15,107	13,047	67,811	70,176	16,819	14,341	73,195	70,563	177	145	855	781
UNITED	31,931	30,263	136,747	128,149	34,292	33,929	135,781	128,557	303	310	1,452	1,453
TOTALS	75,331	66,563	278,007	266,383	80,931	72,761	283,130	265,983	782	710	3,188	3,045
PERCENT CHANGE	13.2%		4.36%		11.2%		6.45%		10.1%		4.70%	

LOAD FACTOR REPORT 2026															
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
		ENPLANED	1,609	1,891	1,967	0	605	3,099							9,171
ALASKA	ER7	FLIGHTS	44	40	42	0	15	62							203
(SkyWest)	76	AVG. ENPL/FLT	36.57	47.28	46.83	-	40.33	49.98	-	-	-	-	-	-	45.18
	PASSENGERS	LOAD FACTOR	48%	62%	62%	-	53%	66%	-	-	-	-	-	-	59%
		ENPLANED	0	0	0	0	0	0							0
ALASKA	737-700	FLIGHTS	0	0	0	0	0	0							0
	124	AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
	PASSENGERS	LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
		ENPLANED	0	0	0	0	0	0							0
AMERICAN	E175	FLIGHTS	0	0	0	0	0	0							0
	76	AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
	PASSENGERS	LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
		ENPLANED	6,491	7,948	9,600	4,064	7,668	23,226							58,997
AMERICAN	319	FLIGHTS	67	72	87	42	81	198							547
	128	AVG. ENPL/FLT	96.88	110.39	110.34	96.76	94.67	117.30	-	-	-	-	-	-	107.86
	PASSENGERS	LOAD FACTOR	76%	86%	86%	76%	74%	92%	-	-	-	-	-	-	84%
		ENPLANED	2,905	3,477	3,254	0	0	3,384							13,020
DELTA	757-200	FLIGHTS	22	24	26	0	0	24							96
	199	AVG. ENPL/FLT	132.05	144.88	125.15	-	-	141.00	-	-	-	-	-	-	135.63
	PASSENGERS	LOAD FACTOR	66%	73%	63%	-	-	71%	-	-	-	-	-	-	68%
		ENPLANED	6,115	5,515	5,791	4,461	5,493	6,245							33,620
DELTA	AIR BUS 319	FLIGHTS	69	61	70	60	62	60							382
	132	AVG. ENPL/FLT	88.62	90.41	82.73	74.35	88.60	104.08	-	-	-	-	-	-	88.01
	PASSENGERS	LOAD FACTOR	67%	68%	63%	56%	67%	79%	-	-	-	-	-	-	67%
		ENPLANED	1,670	1,810	2,149	1,741	1,468	341							9,179
UNITED	ER7 (E75)(E7T)	FLIGHTS	32	34	40	38	23	5							172
(Skywest)	70	AVG. ENPL/FLT	52.19	53.24	53.73	45.82	63.83	68.20	-	-	-	-	-	-	53.37
	PASSENGERS	LOAD FACTOR	75%	76%	77%	65%	91%	97%	-	-	-	-	-	-	76%
		ENPLANED	2,603	1,370	2,034	1,542	533	1,334							9,416
UNITED	ER7	FLIGHTS	38	20	32	25	8	21							144
(Skywest)	76	AVG. ENPL/FLT	68.50	68.50	63.56	61.68	66.63	63.52	-	-	-	-	-	-	65.39
	PASSENGERS	LOAD FACTOR	90%	90%	84%	81%	88%	84%	-	-	-	-	-	-	86%
		ENPLANED	2,654	2,518	2,691	1,712	4,696	4,857							19,128
DELTA	ER7 (ES4) (EA4)	FLIGHTS	48	47	55	28	77	83							338
(Skywest)	70	AVG. ENPL/FLT	55.29	53.57	48.93	61.14	60.99	58.52	-	-	-	-	-	-	56.59
	PASSENGERS	LOAD FACTOR	79%	77%	70%	87%	87%	84%	-	-	-	-	-	-	81%
		ENPLANED	707	361	152	67	135	621							2,043
DELTA	ER7 (ES5)	FLIGHTS	14	7	3	2	3	10							39
(Skywest)	76	AVG. ENPL/FLT	50.50	51.57	50.67	33.50	45.00	62.10	-	-	-	-	-	-	52.38
	PASSENGERS	LOAD FACTOR	66%	68%	67%	44%	59%	82%	-	-	-	-	-	-	69%
		ENPLANED	825	837	900	214	537	1,968							5,281
AMERICAN	CRJ 700	FLIGHTS	27	20	22	5	15	42							131
(Skywest)	65	AVG. ENPL/FLT	30.56	41.85	40.91	42.80	35.80	46.86	-	-	-	-	-	-	40.31
	PASSENGERS	LOAD FACTOR	47%	64%	63%	66%	55%	72%	-	-	-	-	-	-	62%
		ENPLANED	2,953	996	3,408	2,519	1,419	617							11,912
UNITED AIRLINES	AIR BUS A319	FLIGHTS	35	12	41	29	19	6							142
	126	AVG. ENPL/FLT	84.37	83.00	83.12	86.86	74.68	102.83	-	-	-	-	-	-	83.89
	PASSENGERS	LOAD FACTOR	67%	66%	66%	69%	59%	82%	-	-	-	-	-	-	67%
		ENPLANED	9,904	11,889	9,326	4,233	11,470	20,718							67,540
UNITED AIRLINES	AIR BUS A320	FLIGHTS	87	99	74	37	107	177							581
	150	AVG. ENPL/FLT	113.84	120.09	126.03	114.41	107.20	117.05	-	-	-	-	-	-	116.25
	PASSENGERS	LOAD FACTOR	76%	80%	84%	76%	71%	78%	-	-	-	-	-	-	77%
		ENPLANED	7,694	8,565	9,136	1,290	3,094	8,921							38,700
UNITED AIRLINES	737-700	FLIGHTS	84	87	96	17	35	94							413
	126	AVG. ENPL/FLT	91.60	98.45	95.17	75.88	88.40	94.90	-	-	-	-	-	-	93.70
	PASSENGERS	LOAD FACTOR	73%	78%	76%	60%	70%	75%	-	-	-	-	-	-	74%
Total Enplanements			46,130	47,177	50,408	21,843	37,118	75,331							278,007
Total Seats			64,757	61,430	67,844	31,639	51,357	93,148							370,175
Total Flights			567	523	588	283	445	782							3188
Total Load Factor			71.24%	76.80%	74.30%	69.04%	72.27%	80.87%	-	-	-	-	-	-	75.10%

ENPLANEMENT/DEPLANEMENT SUMMARY

	2023		2024		2025		2026	
	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP
JAN	46,543	40,922	46,988	41,203	47,480	42,583	46,130	41,530
FEB	45,735	46,390	47,027	48,833	47,501	48,011	47,177	48,343
MAR	50,621	45,361	51,565	45,313	52,806	44,334	50,408	45,544
APR	20,551	19,320	21,463	20,847	19,931	20,323	21,843	21,762
MAY	22,559	26,039	27,870	33,630	32,102	37,971	37,118	45,020
JUN	54,283	59,855	57,482	62,492	66,563	72,761	75,331	80,931
JUL	64,100	64,861	64,522	66,328	76,791	77,904	0	0
AUG	65,164	63,209	67,127	66,247	76,248	76,819	0	0
SEP	51,936	49,081	55,666	51,327	67,452	63,441	0	0
OCT	29,818	28,739	37,948	31,394	41,622	34,417	0	0
NOV	17,675	17,335	18,442	17,809	19,753	18,656	0	0
DEC	31,757	41,158	31,192	42,461	32,453	43,398	0	0
TOTAL	500,742	502,270	527,292	527,884	580,702	580,618	278,007	283,130

2026 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1107	2102	8	3,217
FEB	1046	1893	20	2,959
MAR	1180	1792	11	2,983
APR	563	969	11	1,543
MAY	911	1543	25	2,479
JUNE	1548	2536	20	4,104
JULY				-
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	**6355**	**10835**	**95**	**17285**

***These numbers do not include aircraft prior to 0700 or after 2100.**

JH Airport 2025 vs 2026 GA and Commercial Activity*

GA	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	2,035	2,110	3.69%	75	3.69%	75
FEB	1,800	1,913	6.28%	113	4.90%	188
MAR	1,640	1,803	9.94%	163	6.41%	351
APR	806	980	21.6%	174	8.36%	525
MAY	1,302	1,568	20.4%	266	10.4%	791
JUNE	2,252	2,556	13.5%	304	11.1%	1,095
JULY	3,066	0				
AUG	3,529	0				
SEPT	2,395	0				
OCT	1,651	0				
NOV	1,138	0				
DEC	1,729	0				
TOTALS	23,343	10,930				

Commercial	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	1,185	1,107	-6.58%	-78	-6.58%	-78
FEB	1,068	1,046	-2.06%	-22	-4.44%	-100
MAR	1,188	1,180	-0.67%	-8	-3.14%	-108
APR	493	563	14.2%	70	-0.97%	-38
MAY	695	911	31.1%	216	3.85%	178
JUNE	1,410	1,548	9.79%	138	5.23%	316
JULY	1,530	0				
AUG	1,510	0				
SEPT	1,307	0				
OCT	809	0				
NOV	458	0				
DEC	855	0				
TOTALS	12,508	6,355				

Overall	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	3,220	3,217	-0.09%	-3	-0.09%	-3
FEB	2,868	2,959	3.17%	91	1.45%	88
MAR	2,828	2,983	5.48%	155	2.73%	243
APR	1,299	1,543	18.8%	244	4.77%	487
MAY	1,997	2,479	24.1%	482	7.93%	969
JUNE	3,662	4,104	12.1%	442	8.89%	1,411
JULY	4,596	0				
AUG	5,039	0				
SEPT	3,702	0				
OCT	2,460	0				
NOV	1,596	0				
DEC	2,584	0				
TOTALS	35,851	17,285				

***These numbers do not include aircraft prior to 0700 or after 2130.**

JACKSON HOLE AIRPORT
QUARTERLY ADDs

YEAR: 2026

Q1 — 1/1/2026 — 3/31/2026 — 90

Aircraft Type	Airline	Total Departures (ADDs)	Equivalency Per Each Dept	Exempt	Average Departures Per Day	Equivalent Ops
B-757	DAL	72	0.30	No	0.80	0.24
A319	ALL	514	0.20	No	5.71	1.14
B-737-700	ALL	267	0.32	No	2.97	0.95
A320	ALL	260	0.22	No	2.89	0.64
E75L	ALL	496	0.21	No	5.51	1.16
CRJ7	AA	69	0.12	No	0.77	0.09
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
Q1 Total		1,678			18.64	4.22
			Quarterly Noise Abatement Plan Limit			6.85

Q2 — 4/1/2026 — 6/30/2026 — 91

Aircraft Type	Airline	Total Departures (ADDs)	Equivalency Per Each Dept	Exempt	Average Departures Per Day	Equivalent Ops
B-757	DAL	24	0.30	No	0.26	0.08
A319	ALL	557	0.20	No	6.12	1.22
B-737-700	ALL	146	0.32	No	1.60	0.51
A320	ALL	321	0.22	No	3.53	0.78
E75L	ALL	400	0.21	No	4.40	0.92
CRJ7	AA	62	0.12	No	0.68	0.08
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
Q2 Total		1,510			16.59	3.60
			Quarterly Noise Abatement Plan Limit			6.85
					ANNUAL YTD	3.91
			Annual Noise Abatement Plan Limit			6.50

Q3 — 7/1/2026 — 9/30/2026 — 92

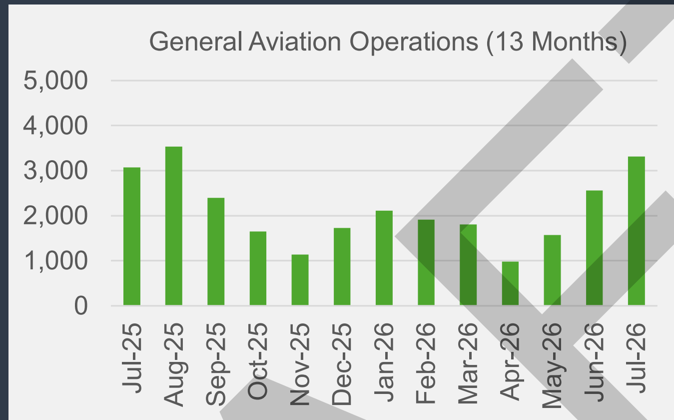
Aircraft Type	Airline	Total Departures (ADDs)	Equivalency Per Each Dept	Exempt	Average Departures Per Day	Equivalent Ops
B-757	DAL	0	0.30	No	0.00	0.00
A319	ALL	0	0.20	No	0.00	0.00
B-737-700	ALL	0	0.32	No	0.00	0.00
A320	ALL	0	0.22	No	0.00	0.00
E75L	ALL	0	0.21	No	0.00	0.00
CRJ7	AA	0	0.12	No	0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
Q3 Total		-			-	-
					ANNUAL YTD	2.59

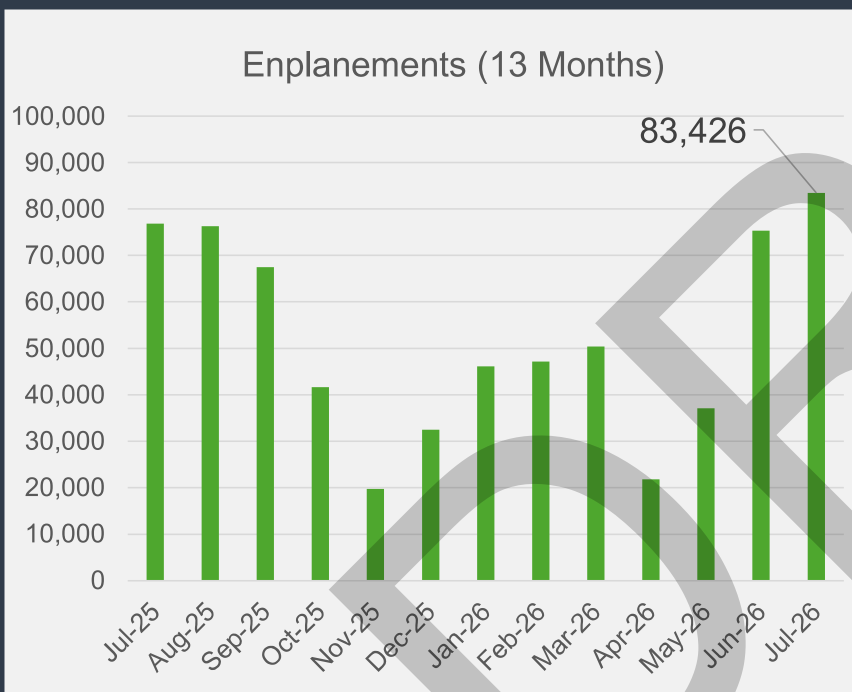
Q4 — 10/1/2026 — 12/31/2026 — 92

Aircraft Type	Airline	Total Departures (ADDs)	Equivalency Per Each Dept	Exempt	Average Departures Per Day	Equivalent Ops
B-757	DAL	0	0.30	No	0.00	0.00
A319	ALL	0	0.20	No	0.00	0.00
B-737-700	ALL	0	0.32	No	0.00	0.00
A320	ALL	0	0.22	No	0.00	0.00
E75L	ALL	0	0.21	No	0.00	0.00
CRJ7	AA	0	0.12	No	0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
Q4 Total		-			-	-
		3188			ANNUAL	1.94

July 2026 Activity Report

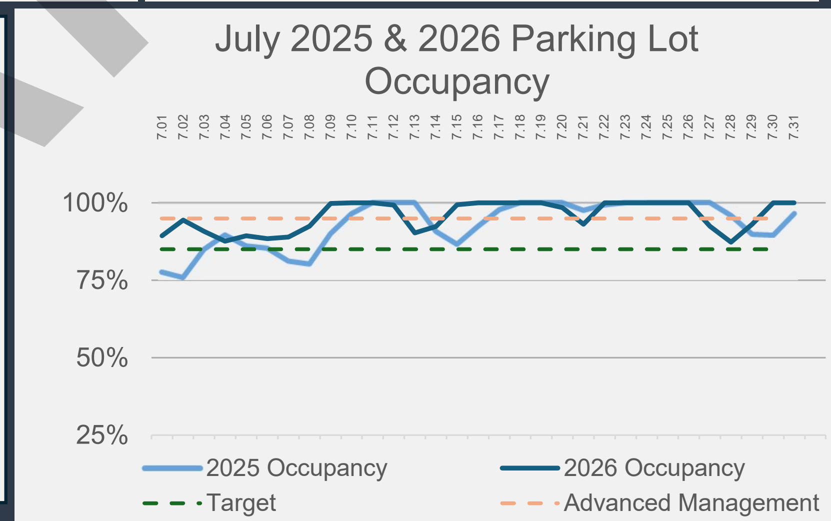
Aircraft Operations % Change +/-	General Aviation	Commercial
July 2026 vs July 2025	+7.96%	+10.5%
YTD 2026 vs YTD 2025*	+10.4%	+6.29%





Load Factor %	
July 2025	83.36%
July 2026	82.02%
YTD 2026: 76.59%	

% Change +/- Enplanements	
July 2026 vs July 2025	+8.64%
YTD 2026 vs YTD 2025*	+5.32%



Fuel Farm – Gallons Jet A Sold

	Commercial		General Aviation
July 2025	917,925	July 2025	430,236
July 2026	1,003,941	July 2026	503,059

*Year-to-Date (YTD) based on calendar year

July 2026	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT LANDINGS			
	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2026	THIS MONTH 2025	CURRENT YTD	PREVIOUS YTD
ALASKA	**4,232**	3,788	**13,403**	12,377	**4,750**	**3,944**	**14,044**	12,506	**84**	**66**	**287**	249
AMERICAN	**27,677**	23,967	**91,955**	83,436	**27,819**	**23,538**	**92,679**	81,839	**262**	**232**	**940**	860
DELTA	**16,643**	14,335	**84,454**	84,511	**17,443**	**14,951**	**90,638**	85,514	**191**	**162**	**1,046**	943
UNITED	**34,874**	34,701	**171,621**	162,850	**35,079**	**35,471**	**170,860**	164,028	**311**	**315**	**1,763**	1,768
TOTALS	**83,426**	**76,791**	**361,433**	**343,174**	**85,091**	**77,904**	**368,221**	**343,887**	**848**	**775**	**4,036**	**3,820**
PERCENT CHANGE	8.64%		5.32%		9.23%		7.08%		9.42%		5.65%	

6,635 18,259 7,187 24,334

LOAD FACTOR REPORT 2026

			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
		ENPLANED	1,609	1,891	1,967	0	605	3,099	4,232						13,403
ALASKA	ER7	FLIGHTS	44	40	42	0	15	62	84						287
(SkyWest)	76	AVG. ENPL/FLT	36.57	47.28	46.83	-	40.33	49.98	50.38	-	-	-	-	-	46.70
	PASSENGERS	LOAD FACTOR	48%	62%	62%	-	53%	66%	66%	-	-	-	-	-	61%
		ENPLANED	0	0	0	0	0	0	0						0
ALASKA	737-700	FLIGHTS	0	0	0	0	0	0	0						0
	124	AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
	PASSENGERS	LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
		ENPLANED	0	0	0	0	0	0	0						0
AMERICAN	E175	FLIGHTS	0	0	0	0	0	0	0						0
	76	AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
	PASSENGERS	LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
		ENPLANED	6,491	7,948	9,600	4,064	7,668	23,226	25,974						84,971
AMERICAN	319	FLIGHTS	67	72	87	42	81	198	219						766
	128	AVG. ENPL/FLT	96.88	110.39	110.34	96.76	94.67	117.30	118.60	-	-	-	-	-	110.93
	PASSENGERS	LOAD FACTOR	76%	86%	86%	76%	74%	92%	93%	-	-	-	-	-	87%
		ENPLANED	2,905	3,477	3,254	0	0	3,384	4,251						17,271
DELTA	757-200	FLIGHTS	22	24	26	0	0	24	31						127
	199	AVG. ENPL/FLT	132.05	144.88	125.15	-	-	141.00	137.13	-	-	-	-	-	135.99
	PASSENGERS	LOAD FACTOR	66%	73%	63%	-	-	71%	69%	-	-	-	-	-	68%
		ENPLANED	6,115	5,515	5,791	4,461	5,493	6,245	6,454						40,074
DELTA	AIR BUS 319	FLIGHTS	69	61	70	60	62	60	61						443
	132	AVG. ENPL/FLT	88.62	90.41	82.73	74.35	88.60	104.08	105.80	-	-	-	-	-	90.46
	PASSENGERS	LOAD FACTOR	67%	68%	63%	56%	67%	79%	80%	-	-	-	-	-	69%
		ENPLANED	1,670	1,810	2,149	1,741	1,468	341	58						9,237
UNITED	ER7 (E75)(E7T)	FLIGHTS	32	34	40	38	23	5	1						173
(Skywest)	70	AVG. ENPL/FLT	52.19	53.24	53.73	45.82	63.83	68.20	58.00	-	-	-	-	-	53.39
	PASSENGERS	LOAD FACTOR	75%	76%	77%	65%	91%	97%	83%	-	-	-	-	-	76%
		ENPLANED	2,603	1,370	2,034	1,542	533	1,334	533						9,949
UNITED	ER7	FLIGHTS	38	20	32	25	8	21	8						152
(Skywest)	76	AVG. ENPL/FLT	68.50	68.50	63.56	61.68	66.63	63.52	66.63	-	-	-	-	-	65.45
	PASSENGERS	LOAD FACTOR	90%	90%	84%	81%	88%	84%	88%	-	-	-	-	-	86%
		ENPLANED	2,654	2,518	2,691	1,712	4,696	4,857	5,561						24,689
DELTA	ER7 (ES4) (EA4)	FLIGHTS	48	47	55	28	77	83	93						431
(Skywest)	70	AVG. ENPL/FLT	55.29	53.57	48.93	61.14	60.99	58.52	59.80	-	-	-	-	-	57.28
	PASSENGERS	LOAD FACTOR	79%	77%	70%	87%	87%	84%	85%	-	-	-	-	-	82%
		ENPLANED	707	361	152	67	135	621	377						2,420
DELTA	ER7 (ES5)	FLIGHTS	14	7	3	2	3	10	6						45
(Skywest)	76	AVG. ENPL/FLT	50.50	51.57	50.67	33.50	45.00	62.10	62.83	-	-	-	-	-	53.78
	PASSENGERS	LOAD FACTOR	66%	68%	67%	44%	59%	82%	83%	-	-	-	-	-	71%
		ENPLANED	825	837	900	214	537	1,968	1,703						6,984
AMERICAN	CRJ 700	FLIGHTS	27	20	22	5	15	42	43						174
(Skywest)	65	AVG. ENPL/FLT	30.56	41.85	40.91	42.80	35.80	46.86	39.60	-	-	-	-	-	40.14
	PASSENGERS	LOAD FACTOR	47%	64%	63%	66%	55%	72%	61%	-	-	-	-	-	62%
		ENPLANED	2,953	996	3,408	2,519	1,419	617	1,855						13,767
UNITED AIRLINES	AIR BUS A319	FLIGHTS	35	12	41	29	19	6	18						160
	126	AVG. ENPL/FLT	84.37	83.00	83.12	86.86	74.68	102.83	103.06	-	-	-	-	-	86.04
	PASSENGERS	LOAD FACTOR	67%	66%	66%	69%	59%	82%	82%	-	-	-	-	-	68%
		ENPLANED	9,904	11,889	9,326	4,233	11,470	20,718	23,549						91,089
UNITED AIRLINES	AIR BUS A320	FLIGHTS	87	99	74	37	107	177	191						772
	150	AVG. ENPL/FLT	113.84	120.09	126.03	114.41	107.20	117.05	123.29	-	-	-	-	-	117.99
	PASSENGERS	LOAD FACTOR	76%	80%	84%	76%	71%	78%	82%	-	-	-	-	-	79%
		ENPLANED	7,694	8,565	9,136	1,290	3,094	8,921	8,879						47,579
UNITED AIRLINES	737-700	FLIGHTS	84	87	96	17	35	94	93						506
	126	AVG. ENPL/FLT	91.60	98.45	95.17	75.88	88.40	94.90	95.47	-	-	-	-	-	94.03
	PASSENGERS	LOAD FACTOR	73%	78%	76%	60%	70%	75%	76%	-	-	-	-	-	75%
Total Enplanements			46,130	47,177	50,408	21,843	37,118	75,331	83,426						361,433
Total Seats			64,757	61,430	67,844	31,639	51,357	93,148	101,712						471,887
Total Flights			567	523	588	283	445	782	848						4036
Total Load Factor			71.24%	76.80%	74.30%	69.04%	72.27%	80.87%	82.02%	-	-	-	-	-	76.59%

ENPLANEMENT/DEPLANEMENT SUMMARY

	2022		2023		2024		2025		2026	
	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP
JAN	44,543	40,365	46,543	40,922	46,988	41,203	47,480	42,583	46,130	41,530
FEB	45,055	45,793	45,735	46,390	47,027	48,833	47,501	48,011	47,177	48,343
MAR	53,990	47,033	50,621	45,361	51,565	45,313	52,806	44,334	50,408	45,544
APR	8,492	7,915	20,551	19,320	21,463	20,847	19,931	20,323	21,843	21,762
MAY	0	0	22,559	26,039	27,870	33,630	32,102	37,971	37,118	45,020
JUN	2,788	6,027	54,283	59,855	57,482	62,492	66,563	72,761	75,331	80,931
JUL	59,565	63,560	64,100	64,861	64,522	66,328	76,791	77,904	83,426	85,091
AUG	63,140	60,029	65,164	63,209	67,127	66,247	76,248	76,819	0	0
SEP	52,676	50,536	51,936	49,081	55,666	51,327	67,452	63,441	0	0
OCT	27,010	22,539	29,818	28,739	37,948	31,394	41,622	34,417	0	0
NOV	16,986	16,880	17,675	17,335	18,442	17,809	19,753	18,656	0	0
DEC	31,448	41,587	31,757	41,158	31,192	42,461	32,453	43,398	0	0
TOTAL	405,693	402,264	500,742	502,270	527,292	527,884	580,702	580,618	361,433	368,221

2026 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1107	2102	8	3,217
FEB	1046	1893	20	2,959
MAR	1180	1792	11	2,983
APR	563	969	11	1,543
MAY	911	1543	25	2,479
JUNE	1548	2536	20	4,104
JULY	1690	3292	18	5,000
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	**8045**	**14127**	**113**	**22285**

***These numbers do not include aircraft prior to 0700 or after 2100.**

JH Airport 2025 vs 2026 GA and Commercial Activity*

GA	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	2,035	2,110	3.69%	75	3.69%	75
FEB	1,800	1,913	6.28%	113	4.90%	188
MAR	1,640	1,803	9.94%	163	6.41%	351
APR	806	980	21.6%	174	8.36%	525
MAY	1,302	1,568	20.4%	266	10.4%	791
JUNE	2,252	2,556	13.5%	304	11.1%	1,095
JULY	3,066	3,310	7.96%	244	10.4%	1,339
AUG	3,529	0				
SEPT	2,395	0				
OCT	1,651	0				
NOV	1,138	0				
DEC	1,729	0				
TOTALS	23,343	14,240				

Commercial	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	1,185	1,107	-6.58%	-78	-6.58%	-78
FEB	1,068	1,046	-2.06%	-22	-4.44%	-100
MAR	1,188	1,180	-0.67%	-8	-3.14%	-108
APR	493	563	14.2%	70	-0.97%	-38
MAY	695	911	31.1%	216	3.85%	178
JUNE	1,410	1,548	9.79%	138	5.23%	316
JULY	1,530	1,690	10.5%	160	6.29%	476
AUG	1,510	0				
SEPT	1,307	0				
OCT	809	0				
NOV	458	0				
DEC	855	0				
TOTALS	12,508	8,045				

Overall	2025	2026	%Change Month 2025	Ops Count	2025 YTD % Change	Ops Count YTD
JAN	3,220	3,217	-0.09%	-3	-0.09%	-3
FEB	2,868	2,959	3.17%	91	1.45%	88
MAR	2,828	2,983	5.48%	155	2.73%	243
APR	1,299	1,543	18.8%	244	4.77%	487
MAY	1,997	2,479	24.1%	482	7.93%	969
JUNE	3,662	4,104	12.1%	442	8.89%	1,411
JULY	4,596	5,000	8.79%	404	8.87%	1,815
AUG	5,039	0				
SEPT	3,702	0				
OCT	2,460	0				
NOV	1,596	0				
DEC	2,584	0				
TOTALS	35,851	22,285				

***These numbers do not include aircraft prior to 0700 or after 2130.**