



Board of County Commissioners - Staff Report

Meeting Date: January 15, 2019

Submitting Dept: Public Works

Presenter: Sean O'Malley

Subject: Consideration of a cooperative agreement with the Wyoming Department of Transportation for replacement of the "Swinging Bridge", (Structure No. DEY)

Statement / Purpose: Consideration of a cooperative agreement with the Wyoming Department of Transportation (WYDOT) for replacement of the "Swinging Bridge", (Structure No. DEY).

Background / Description (Pros & Cons): Swinging Bridge provides a second access to lands and residences that take access from Henry's Road. The original Swinging Bridge (which did sway significantly) provided access from Henry's Road to the insulated ranch lands west of the river, known as Hog Island. It cost the ranchers \$1,250 to construct. It was replaced with the current structure in 1960. The current structure, however, was not new in 1960. It was originally constructed in 1915, repaired in 1927 (post Kelly flood) and spanned the Snake River between Wilson and Jackson, essentially on the footprint of the new Pathway Bridge. In other words, the current Swinging Bridge is more than 100 years old.

On December 8, 2014, Teton County Road & Levee Manager Dave Gustafson sent a letter to Wyoming State Bridge Engineer, Keith Fulton, requesting consideration of including the Swinging Bridge, Structure No. DEY, in the Bridge Replacement Off System (BROS) program. On December 23, 2014, Mr. Fulton indicated that WYDOT would work with the County and conduct a reconnaissance inspection. On April 16, 2015, a large construction vehicle damaged the west span of the bridge. The bridge remained closed during repairs until September 21, 2015. On May 25, 2017, Road and Levee Manager Dave Gustafson and Engineering Manager Amy Ramage met with WYDOT personnel at Swinging Bridge to conduct the reconnaissance inspection. The draft report was provided to Teton County in October and the final report was received January 26, 2018. On February 20, 2018, the Board accepted and approved the final reconnaissance report. This report indicates the bridge is structurally deficient.

The BROS program now provides an 90.49% match to local jurisdictions for surveying, preliminary engineering, right of way acquisition (if needed), utility adjustments, letting, and construction. The County is required to provide an 9.51% match. WYDOT has currently scheduled the bridge replacement for fiscal year 2023.

Stakeholder Analysis & Involvement: Teton County staff and WYDOT have worked cooperatively on this project.

Fiscal Impact: Exhibit B, within the Cooperative Agreement, shows a preliminary estimate of \$5,518,900 for total project cost. The County's portion is shown as approximately \$524,800 (which includes costs that are non-reimbursable under BROS). These are preliminary estimates and may change during the life of the project. If the County moves forward with the cooperative agreement, the County will receive relatively small invoices for the surveying and preliminary engineering, over the next several years. Most of the County's financial obligations will occur during construction, during our fiscal years of 2023 and 2024.

Article 7 in the Cooperative Agreement states: *Should the County abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the County, the County shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.*

Staff Impact: Road and Levee and Engineering staff will have significant involvement in the project.

*Organizational Excellence * Environmental Stewardship * Vibrant Community * Economic Sustainability*



Board of County Commissioners - Staff Report

Legal Review: Gingery

Staff Input / Recommendation: Swinging Bridge provides important redundancy in our transportation network. Staff recommends moving forward with the replacement of the bridge.

Attachments:

- a. Cooperative Agreement Between the Wyoming Department of Transportation and the Teton County Commission
- b. Final Reconnaissance Report
- c. Teton County Bridge History
- d. Photos

Suggested Motion: I move to approve entering into a Cooperative Agreement with the Wyoming Department of Transportation for the replacement of Structure No. DEY, Swinging Bridge.

COPY

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TETON COUNTY COMMISSION**

Federal Project STP-BROS CN22036
Bridge Over Snake River
Structure No. DEY
Teton County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Teton County Commission (County), whose address is P. O. Box 3594, Jackson, Wyoming 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to establish the terms and conditions by which the County shall reimburse WYDOT for its expenditures related to the federally funded, WYDOT administered Bridge Replacement-Off System Program under the provisions of the "Federal-Aid Policy Guide", Title 23, Chapter 1, Subchapter G, Part 650, Subpart D, Highway Bridge Replacement Rehabilitation Program of Section 144g (Bridge Replacement) of Title 23, United States Code. WYDOT has heretofore designated the location and the County has approved the location, the removal of and the construction of a bridge to replace Structure No. DEY on Teton County Road 11, RM 0.1, T39N, R116W, Sec. 3 over the Snake River in Teton County, as shown on the attached location map, dated September 18, 2018, marked Exhibit "A", which is attached to and incorporated into this Agreement by this reference. WYDOT, the County, and the traveling public shall derive a benefit and advantage by reason of having the bridge replacement constructed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through completion of the project. All services shall be completed during this term.
4. **Participation of Project Costs**
 - A. The County agrees to match the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit "B", which is attached to and incorporated into this Agreement by this reference. The County agrees to reimburse to WYDOT any funds above those authorized by WYDOT and matched by the County necessary to build this project.
 - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on*

Sliding Scale Rates of Federal Aid Participation in Public Lands States. It is further understood by the County that the estimated costs may vary as the project plans are developed and let to contract and that the County shall reimburse WYDOT for the total amount not paid with federal funds.

- C. The costs shown on the Exhibit "B" are estimates only and the County understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree and sign an amendment for the additional costs.
- D. The County agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602 for the bridge replacement, which estimated costs are more particularly set forth on the Exhibit "B". ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project as shown on the Exhibit "B". WYDOT will bill the County on a monthly basis unless otherwise agreed upon between the parties.
- E. No payment shall be made for work performed before the Effective Date of this Agreement. Should the County fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the County performs its duties and responsibilities to the satisfaction of WYDOT.
- F. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

5. **Reimbursement:** The County hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.
6. **Responsibilities of the Parties and General Conditions of the Survey Work, Preliminary Engineering, Right-of-Way Acquisition, Utility Adjustments, Letting, Construction, Construction Engineering and Maintenance**
- A. Survey work will be performed by WYDOT or its consultant. The work of performing the survey for this project will be performed under the immediate direction, control and supervision of WYDOT or its consultant in accordance with the requirements specified by WYDOT and agreed to by the County.
- B. Preliminary Engineering will be performed by WYDOT or its consultant who will complete engineering investigations, environmental studies, develop design plans, specifications and compile final cost estimates in accordance with the current edition of the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
- C. Right-of-Way Acquisition will be performed by WYDOT. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit "A". In accordance with Wyo. Stat. § 1-26-801(a), the County shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the County in condemnation proceedings by preparing exhibits and displays. At its request, the County shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The County agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein is considered null and void.
- D. Utility Adjustments will be performed by WYDOT. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The County shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, dated April 1990 and can be found at the following link:

http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Highway_Developm

Costs for reimbursable utility work not owned by the County are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- E. WYDOT shall perform the letting of this project. The County shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the County shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the County agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter, which is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.
- F. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT in accordance with the plans and specifications. The County shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- G. Upon completion and acceptance of the project by WYDOT and the County, the County shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the County. The County shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the County. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
- H. Upon completion and acceptance of this project, the County shall maintain, at its sole expense, all features in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

7. **Project Abandonment:** Should the County abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the County, the County shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

8. **Special Provisions**

- A. **Assumption of Risk.** The County shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the County's failure to comply with state or federal requirements. WYDOT shall notify the County of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the County must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The County agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The County certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the County breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- The County shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the County is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the County certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The County and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the County must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by County or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
- I. Nondiscrimination.** The County shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the County to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the County and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the County certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or

otherwise ineligible, vendors lists maintained by the federal government. Further, the County agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. Administration of Federal Funds.** The County agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The County acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the County purchases ownership using funds awarded under this Agreement. The County must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

9. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The County shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this Agreement.

- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the County at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The County shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the County unless written permission is granted by WYDOT for its release. If and when the County receives a request for information subject to this Agreement, the County shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; Exhibit "A", Location Map, consisting of one (1) page; and Exhibit "B", Cost Summary, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The County shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the County's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into

before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The County shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the County shall be free from control or direction over the details of the performance of services under this Agreement. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the County or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The County agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the County or the County's agents or employees as a result of this Agreement.
- O. **Insurance Requirements.** The County is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. **Ownership and Destruction of Documents and Information.** WYDOT owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the County in the performance of this

Agreement. Upon termination of services, for any reason, the County agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the County agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The County agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.

- R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. **Taxes.** The County shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the County fails to perform in accordance with the terms of this Agreement.
- W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this

Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

Signature

Print Name

Title

(SEAL)

TETON COUNTY COMMISSION:

By: _____
Chairman

Print Name

Date

COPY

ATTEST:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT
OF TRANSPORTATION:**

By: _____
Gregg C. Fredrick, P.E., Chief Engineer

Date

Approved as to form:

By: Alysia Goldman # 127260
Alysia Goldman 11/21/18
Assistant Attorney General
State of Wyoming

Date agreement prepared: 9-26-18

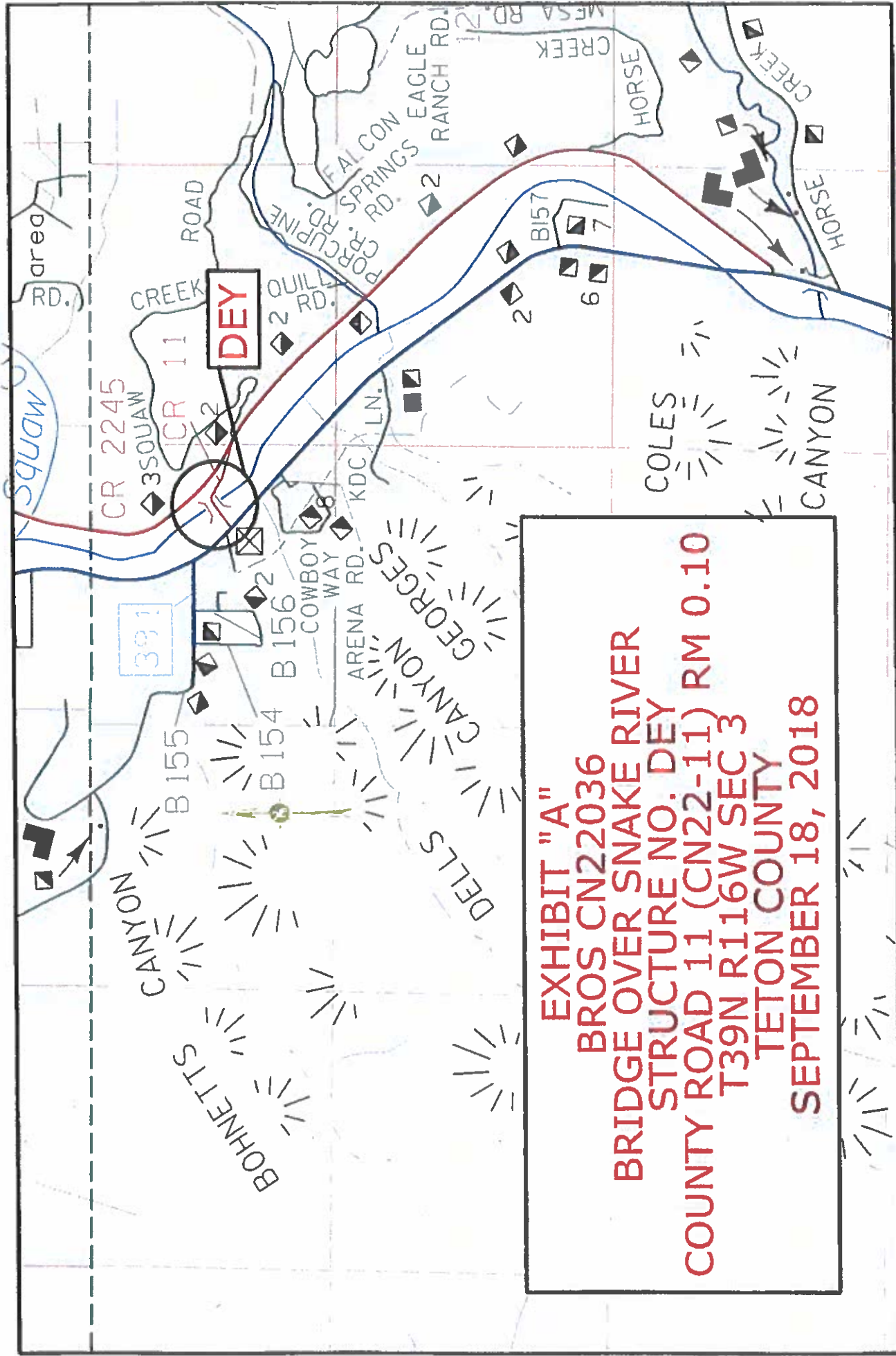


Exhibit "B"

Federal Project STP-BROS CN22036
Bridge Over Snake River
Structure No. DEY
Teton County

April 16, 2018

Costs are based on the Final Reconnaissance Report

<u>Item</u>	<u>Cost</u>
Construction Costs (CON)	\$3,750,000.00
Preliminary Engineering (PE)	\$922,000.00
Construction Engineering (CE)	\$300,000.00
Right-of-Way Acquisition (ROW)	\$0.00
Utility Adjustment (UTL)	\$0.00
State Paid Royalties (ROY)	\$0.00
State Maintenance Forces (STR)	\$0.00
Total Direct Costs (TDC)	\$4,972,000.00
Indirect Cost Allocation Plan (ICAP)	\$546,900.00
TDC x 11.00 %	
Total Project Costs (TPC)	\$5,518,900.00
TDC + ICAP	
Funding	
WYDOT Portion	\$4,994,100.00
PCD x 90.49 %	
County Portion	\$524,800.00
PCD x 9.51 %	
Total Project Costs (TPC)	\$5,518,900.00

Note: Costs are rounded to the nearest \$100.

The above figures are for estimating purposes only and are subject to revisions throughout the life of this project. Federal funding is provided through CFDA#20.205, Highway Planning and Construction.



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340




William T. Panos
Director

December 7, 2017

MEMORANDUM

RECEIVED DEC 20 2017

ROUTE TO:

1		Jeffrey E. Brown, P.E., State Highway Development Engineer, Cheyenne
2		Robert Hammond, P.E., Resident Engineer, Jackson FOR SIGNATURE BY: Mark Newcomb, Chairman, Teton County Commisioners, Jackson
3		Keith L. Compton, P.E., District Engineer, Rock Springs
4		Jeffrey R. Booher, P.E., Assistant State Bridge Engineer, Bridge, Cheyenne

FROM:  Michael E. Menghini, P.E., State Bridge Engineer, Cheyenne

SUBJECT: Final Reconnaissance Report, Bridge Over Snake River, Structure No. DEY, Teton County Road 11

Attached is the Final Reconnaissance Report for signatures. Please return the original to the Bridge Office. A copy will be distributed to all programs after the signatures have been obtained. Thank you.

WYOMING DEPARTMENT OF TRANSPORTATION

**FINAL RECONNAISSANCE REPORT
FOR
Bridge Over Snake River, Structure No. DEY
County Road
Teton County**

DATE OF INSPECTION: May 25, 2017

INSPECTION PERSONNEL:

Wyoming Department of Transportation -

Andrea Allen, P.E., Project Development, Cheyenne
Robert Doering, P.E., Project Development, Cheyenne
Keith Compton, P.E., District Engineer, Rock Springs
Leroy Wells, P.E., District Construction Engineer, Rock Springs
Robert Hammond, P.E., Resident Engineer, Jackson
Jeffrey Booher, P.E., Bridge, Cheyenne
Curtis Clabaugh, P.E., Photos and Surveys, Cheyenne
Bob Bonds, Environmental Services, Cheyenne
James Dahill, P.G., Geology, Cheyenne
Jeff Mellor, P.E., Traffic, Cheyenne
Craig Alexander, Right of Way, Cheyenne
William Bailey, P.E., Hydraulics, Cheyenne
Ryan Steinbrenner, P.E., Materials, Cheyenne

Teton County -

Amy Ramage, P.E., County Engineering
David Gustafson, Teton County Road and Levee

LOCATION:

Bridge over Snake River (Structure No. DEY) is located on Teton County Road 11 (ML8655B) ; RM 0.1; T39N, R116, Sec 3

INTENT:

The intent of this project is to replace the existing structure with a new structure meeting current design and functional standards. Roadway work on this project will involve realignment and/or reconstruction within the vicinity of the bridge ends.

FUNDING:

The construction of the new structure will be paid with federal funds under the BROS program administered by WYDOT. The funding program requires 9.51% funding participation by the sponsoring agency. The funding program participates in reasonable bridge approach reconstruction; however, substantial road realignments are not funded

by the program. Teton County will be responsible for funding road realignment beyond the bridge approaches.

EXISTING CONDITIONS:

The existing structure is a three simple span steel truss bridge constructed in 1960. The original truss superstructure was constructed in approximately 1915. The truss superstructure was moved to the current location in 1960. The bridge has a back-to-back abutment length of 322.17', a clear roadway width of 15'. The abutments consist of sill type abutments founded on spread footings, and the intermediate substructures consist of solid shaft piers founded on spread footings.

The load rating for this structure is low and requires a load restriction of 8 tons, 15 tons, and 18 tons for the Type 3, Type 3S2, and the Type 3-3 trucks, respectively. The current inventory rating for the HS20 truck is 9 tons.

The bridge is structurally deficient. The NBI rating is as follows: Deck 5 (Fair), Superstructure 3 (Serious) Substructure 5 (Fair). Major structural deficiencies listed in the Bridge Inspection Report include: timber deck is moderately worn, deck runners are split and decayed, several truss diagonals are bent, twisted and loose, bearing pins are worn, section loss of 5/8" of an inch is present in some truss members, the concrete in the piers is heavily scaled with exposed reinforcing steel, truss roller bearings are misaligned, east abutment is beginning to undermine.

The underwater inspection report notes that the west pier has a large scour hole and the footing has been exposed. A hydraulic analysis was performed and indicated there is potential for the footing to be undermined depending on foundation material. The depth from low truss chord to channel flow line is approximately 30'. There is adequate freeboard.

In 1980, the timber deck was replaced. In 2015, collision damage to the west truss span truss was repaired.

The channel banks are steep and according to as built drawings the material consists of primarily shale bedrock with sand and gravel alluvium on the abutment slopes.

There is a steel conduit attached to the truss on the north side. There is a stream gage station approximately 13' from the edge of roadway on the northeast side of the bridge.

The bridge is located on a tangent section of road. To the east of the bridge, the roadway follows a sharp horizontal curve to the south where it eventually intersects with Henry's Road approximately 1300' from end of the structure. To the west of the bridge, the roadway follows a tangent section approximately 315' where the county road intersects with US 26 (ML10B). There appears to be loosely defined vehicle path that accesses the river on the southeast bank.

There is developed property both left and right of the roadway on the west bank.

The existing county right-of-way is unknown.

Fencing exists southwest and northeast corners of the bridge.

Currently there is no approach railing.

The current ADT is 320 with projected ADT of 510 in the year 2028.

RECONNAISSANCE RECOMMENDATIONS:

SCHEDULE:

The project is currently scheduled for Fiscal Year 2023. Once the final reconnaissance report is signed, a project schedule will be established.

ALIGNMENT:

Horizontal: The consensus during the meeting was to keep the horizontal alignment in the same approximate location as the existing alignment.

Vertical: A grade raise is desired on the west end of the bridge. This will be investigated in the design. The roadway slopes to facilitate a higher grade may be outside the existing R/W.

ROADWAY:

- BROS funding is limited to the minimum amount of roadway work required to tie into the existing roadway. If additional grade raise is pursued, Teton County will be responsible for the additional cost of the grade raise and an ARS agreement between WYDOT and Teton County will be developed.
- Preliminary surfacing thickness is 4" of asphalt over 6" of crushed base on the west side of the bridge. Preliminary surfacing on the east side of the roadway will consist of crushed base. Surfacing material will be contractor furnished.
- MGS approach roadway guardrail is anticipated.
- There are no irrigation facilities affected by the project.
- Fencing that will be affected by the project will be replaced in kind.
- The design speed will be 25 mph.
- According to the Memorandum on Minimum Bridge Roadway Width dated March 10, 2014, the roadway width shall be in accordance with AASHTO's "A Policy on Geometric Design of Highways and Streets" for the projected ADT. The roadway is considered a Local Rural Road. With the projected ADT of 510, the minimum bridge clear roadway width is 26'.

STRUCTURE:

The existing bridge will be replaced with a new structure. The new bridge will be designed for the HL93 live load, and it will have a 26 foot clear roadway. Teton County's master plan for pathways includes a connector between Henry's Road, and the pathway currently being constructed on US26. This will include a 7' clear sidewalk on the structure. It is anticipated that the sidewalk will be placed on the downstream side of the structure.

It is anticipated that the new structure will be a multiple span continuous welded plate girder bridge. The county does not want to salvage the existing structure. Due to shallow bedrock, it is anticipated that the intermediate substructures will consist of solid shaft piers on spread footings. The depth of the bedrock within the channel will be critical in determining the depth of the footing.

ENVIRONMENTAL CONCERNS:

There are narrow fringe wetlands along the river directly under the bridge on both banks. The Snake River is considered Waters of the U.S., and there will likely be timing restrictions on in stream construction activities. The east side of the bridge is within Bridger – Teton National Forest. Forest service sensitive species will have to be considered. There are raptor nests as well as big game crucial winter range to the east.

This project will qualify for a Categorical Exclusion for National Environmental Policy Act purposes, and this will be completed by Environmental Services.

ARCHEOLOGICAL CLEARANCE/CULTURAL DELINEATION:

The existing bridge is over 50 years old; therefore, it will be investigated for historical significance during the design phase. However, it is not anticipated that the existing bridge will be historically significant.

SURVEY:

The Photogrammetry and Surveys (P&S) Section will hold a survey meeting once the agreement has been signed and executed. The meeting will determine the survey type and activities.

DETOUR:

The bridge will be closed during construction. Traffic will be detoured along Henry's Road.

UTILITIES: The utility conduit on the existing bridge will be impacted by construction. The stream gage station should be avoided, if possible.

RIGHT-OF-WAY: The existing county right of way is unknown. WYDOT will perform a land survey to determine the existing right of way. If necessary, WYDOT will be responsible for obtaining additional right of way or construction permits.

EROSION PROTECTION:

The bridge abutments will be configured to avoid placing fill within the river due to the steep channel banks. Berm erosion protection is not anticipated.

SHOT-GUN COST ESTIMATES:


Preliminary Engineering:	
Geology	\$ 44,000
Field	\$300,000
Bridge	\$398,000
Materials	\$ 10,000
Project Development.....	\$ 70,000
Photogrammetry and Surveys	\$ 50,000
Environmental Services	\$ 50,000
Preliminary Engineering Subtotal	\$922,000
Construction:	
Bridge Construction	\$2,648,000
*Road Construction	\$ 434,000
**Inflation	\$ 668,000
Construction Engineering	\$ 300,000
Construction Subtotal.....	\$4,050,000
TOTAL	\$4,972,000

*Roadway costs do not include grade raise. It is estimated that a 6' grade raise would cost an additional \$23,000 assuming no right of way acquisition or retaining walls would be required to facilitate a grade raise.

**Inflation is based on 0% for 2018 and 4% each year beyond 2018.

In addition to construction and engineering costs noted above, Teton County will be responsible for the administrative and engineering overhead costs associated with this project.

APPROVAL SIGNATURES:



Jeffrey E. Brown, P.E.
State Highway Development Engineer, WYDOT, Cheyenne

12/12/17

Date

Keith L. Compton, P.E.
District Engineer, WYDOT, Rock Springs

Date

Mark Newcomb,
Chairman, Teton County Commissioners

Date



Michael E. Menghini, P.E.
State Bridge Engineer, WYDOT, Cheyenne

12/12/17

Date

COMMENTS:

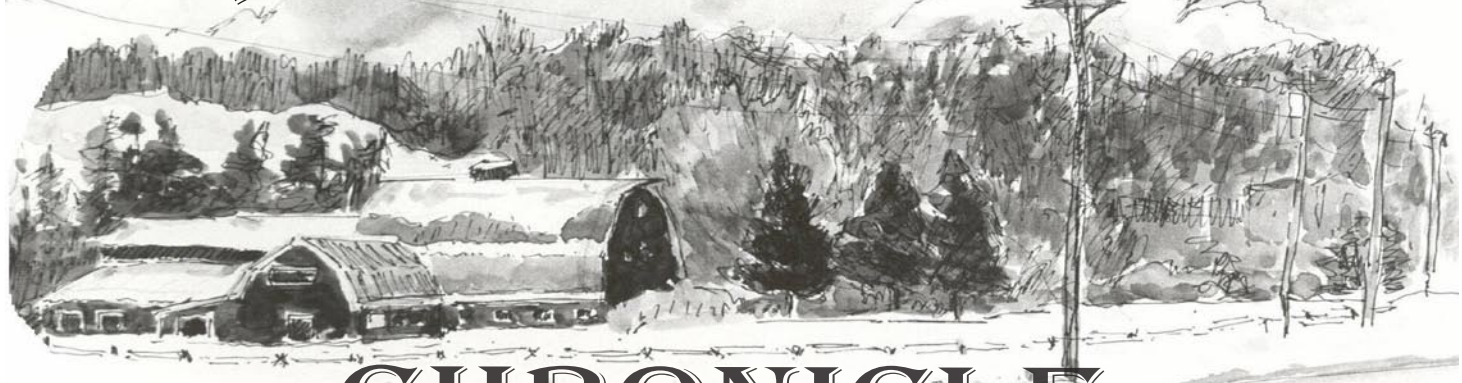
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JRB/vlh

JACKSON HOLE

50th Anniversary
1958-2008

HISTORICAL SOCIETY & MUSEUM



CHRONICLE

VOLUME XXVIII NO. 1

JACKSON'S HOLE, WYOMING

SPRING 2008

Jackson Hole Museum's 50th Anniversary Show "Everyone Has a Story"

Want to see the faces of Jackson Hole's rich, living history? Visit the Jackson Hole Museum this summer! We are celebrating our 50th year with an exciting student exhibit that honors the cultural history of Jackson Hole through the personal stories and photographs of fifty or more residents. There is no better way to celebrate the legacy of the museum that was started fifty years ago than by showcasing stories of the people who have helped make this valley great. Some of the interviewees have lived here all their lives, and some were here when the museum was begun by Slim Lawrence and Homer Richards in 1958. Our criterion was that people had to be residents of the valley at least since 1970.

To make this multi-faceted project possible, the historical society is collaborating with pARTners—a non-profit organization which orchestrates

art projects in the classroom—the Teton County School District, Jackson Hole Wildlife Film Festival, and of course, long-time residents of the area. The new exhibit engages not only the valley's older generation but spans the generations by actively involving the youth of Jackson.

There were many steps and many people involved with this project. Staff from the Jackson Hole Historical Society and Museum compiled a list of people who were long-time residents, representing a broad sampling of families and occupations. In February, Karen Reinhart, Curator of Education, visited 5th grade classrooms and gave the students and their teachers a "jump start" for conducting oral history interviews. Marylee White, executive director of the pARTners organization, coordinated getting children and residents together for interviews and

photograph sessions. Students and teachers compiled questions, and then two or three students interviewed and photographed each long-time resident. The children adapted their interviews into a narrative storyline with the help of their teachers and writer Matt Daly of the pARTners staff.

Linda Franklin, Curator of Collections, will coordinate preparing the exhibit of black and white photos and student interviews. The premiere viewing of this multi-generational project will be during the Museum Open House slated for May 23, 2008. Keeping with tradition, museum staff and volunteers will host the Open House, tantalizing you with cookies, other treats, and beverages. Come and gaze at the faces of Jackson Hole and their stories, refresh your acquaintance with our outstanding collections, and help us celebrate our 50th year!

By Karen Reinhart

Bridges Through Time

From the time people arrived in the valley until present day, it has always been a challenge to cross natural barriers. When homesteaders arrived in the valley, whether crossing the Snake River or a mountain pass, it soon became clear that bridges in Jackson Hole were needed for transporting people and supplies. Some bridges succumbed to the powerful forces of nature while others still remain today as important links.

The First Wilson Bridge

As the settlement of Jackson Hole increased in the late 1800s and early 1900s, it became more

common for settlers to ford the Snake River at the bottom of the trail over Teton Pass rather than going north

fifteen miles to cross at Menor's Ferry. This route near the town of Wilson thus became a major route in and out of the valley. (Cassity, p. 464)

Ferries operated in the area until the first Snake River Bridge between Jackson and Wilson was "built in 1915 with local labor and subscriptions under the management of Richard Winger." (Hayden) Records at the historical society mention that Dick Winger was Jackson's third mayor, serving from 1917 – 1919.

This steel bridge was a truss-type bridge that consisted of five sections which spanned the river



Wilson Bridge 1923

2005.0024.117

Continued on page four

STAFF AND BOARD OF THE JACKSON HOLE HISTORICAL SOCIETY AND MUSEUM

Staff

Lokey Lytjen
Executive Director

Robin Allison
Assistant to the Director

Mindy Barnett
Office Manager

Linda Franklin
Curator of Collections

Gary Hughes
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Membership & Program Assistant

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Mission Statement

The Jackson Hole Historical Society and Museum collects, interprets, and preserves our unique heritage in an engaging and enriching manner.



The *Jackson Hole Historical Society and Museum Chronicle* is published quarterly for members and friends of the Jackson Hole Historical Society and Museum. Suggestions and comments are always welcome.

Jackson Historical Society & Museum
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Jackson, Wyoming 83001
(307) 733-9605
Fax: (307) 739-9019
email: jhhsm@wyom.net
www.jacksonholehistory.org

Organizational News

Greetings from the Chair . . .

Progress on the Museum Remodel

Planning for the new museum is moving forward very well. We have been quietly doing the conceptual planning on both the building itself and on the exhibitions. Our architect, Charles Rose Architects, Inc., has been working with our building committee, headed by John Carney, to evaluate possible layouts of the space at 225 North Cache. Our exhibition design firm, Andre and Associates, has met with the board and staff in Jackson and established a basic arrangement for the exhibitions. The group has written a comprehensive storyline that describes what aspects of the history of Jackson Hole we want to show. Karen Reinhart and Lokey Lytjen are developing and refining that storyline. Linda Franklin, our Curator of Collections, has been inventorying, photographing and measuring our artifacts, and she is beginning to recommend which ones should be on display to help us document the storyline.

We have begun hosting gatherings at the Mercill log cabin to tell both members and non-members about our progress, and to get your continued input on this community project. We hope to invite as many people as we can to these community conversations. Your comments and ideas are welcome.

Jim Luebbers, Board President

Jacques Dubois Joins Board of Directors

Jacques Dubois is the newest addition to our Board of Directors, and brings a world of experience to the position. His background is in investment banking and reinsurance. He and two partners ran an investment banking business focusing on mergers and acquisitions of insurance companies. In the course of running this business, they acquired a reinsurance company that became Life Re, and took it public on the new York Stock Exchange. Upon the sale of Life Re in 1998 to Swiss Re, Jacques stayed involved and became chairman of the Swiss Re American Holding Company. He was in charge of all the Swiss Re American operations, and retired from this position at the end of 2006.

Jacques and his wife Carine moved to Jackson in the summer of 2006, but they have been coming here for skiing and summer vacations since 1996. They have three children, Jacques, Gigi, and Danielle who lives and works in Jackson. "As an avid student of history, I look forward to participating in preserving the community's heritage."



The Jackson Hole Historical Society and Museum has gratefully received the following memorial donations:

In memory of John M. Ryan

- Helen Goodrick
- Dee Luton

In memory of Lanny Ross May

- Ted and Lois Kaliebe
- Charles and Betty Terrill

In memory of Herdis Olson

- Harold and Berniece Turner

The Jackson Hole Historical Society and Museum welcomes the following new members (December, January, and February):

- | | |
|------------------------------|---------------------------|
| • Stephen and Sara Adamson | • Stan Klassen |
| • Anne and Steve Ashley | • Bob and Julie McLaurin |
| • D. Paul Barbour | • John Osborne |
| • Mike and Stephanie Brennan | • Ed and Judy Schmitt |
| • Buck and Julie Buchenroth | • Catherine Smith |
| • George Campbell | • Mary Carol Staiger |
| • Lana and Jeff Crabtree | • Matt and Jamie Turner |
| • Jamie Dakis | • Lisa and Richard Warner |
| • Richard and Tricia Dornan | • John and Ann Willott |
| • Dotty Hodges | |
| • Nancy Hoffman | |

Thank you for your support!

Historical Happenings



April

Thursday, April 17, 2008

Potluck at the Senior Center
6:30 p.m.
Program to be determined.



May

Saturday, May 17, 2008

As part of the Elkfest celebrations, the Jackson Hole Historical Society and Museum will be hosting a booth on the Town Square from 7:00 a.m.—1:00 p.m. We'll be promoting the new Museum of Jackson Hole.

Friday, May 23, 2008

Museum Open House
50th Anniversary of the Jackson Hole Museum!
9:30 a.m.—6:00 p.m.

Doors open to visitors for the 2008 season with an open house offering refreshments, door prizes, free admission, and a free walking tour. The tour will start at 1:30 p.m. Living historian and fur trade expert Steve Banks will be on hand to demonstrate mountain man skills and talk with visitors throughout the day.

Saturday, May 24, 2008

Old West Days Parade
10:00 a.m.
Don't miss our entry—we'll be waving from Stubbs Free's vintage Yellowstone touring car.



June

Saturday and Sunday, June 14 & 15, 2008

Locals' Appreciation Weekend at the Jackson Hole Museum. Free admission for locals.

Thursday, June 19, 2008

Potluck location and program to be determined.
6:30 p.m.

Caring for Collections Continues

Aside from preserving history, one of the most crucial jobs in our organization is organizing it. Everything in its place and a place for everything. The exhibition design phase for the new museum has only reinforced this adage. While much has been done in the past, we are streamlining and making the process consistent so that objects and photographs that are part of the museum story will find their way into the exhibitions or become readied for future exhibits.

Among the necessities that have been overlooked through the years due to lack of staff and time are photographing and computerizing details of every piece in the collection.



Marisa and Shannon Sullivan recycle electronics.

Helping with all this work is a cadre of tough and dedicated volunteers and staff. They have been doing everything from hard labor, reorganizing large objects in the Wiley building to freezing their fingers off in the dead of winter, meticulously checking objects in the unheated museum against fifty-year-old records.

One of the projects that doesn't involve subzero temperatures is digitizing oral histories that are on reels. Ideally, all of our audio and video will be digitized in the near future, but because reel-to-reel players are fast becoming historical relics, it took some

time to locate people with the know-how and means to transfer them. Luckily, there is a small but dedicated group of reel-to-reel enthusiasts in the valley helping us. As the newly digitized oral histories have come back, both volunteers and staff have been listening to them to get a clearer idea of what's on them and how they can be used in the future to improve the educational experience. One of the gems we've rediscovered is a radio program called "Hometown Jackson" with speakers such as former Mayor Harry Clissold and former Governor Millward Simpson.

On the other end of the technology spectrum, we have just purchased a new scanner. Essential to any organization with archives, the scanner will help to preserve digital copies of our photographs and negatives which number around fifteen thousand. Digital copies can be used for research purposes enabling patrons to pull up photographs by keywords on the computer rather than searching by hand through hundreds of folders. It will also reduce the stress on the collection that over-handling can cause, and enable us to preserve the originals for a long time.

Because of the size of the collection some of these projects can be daunting, and the fact that our volunteers are willing to do all this makes them even more precious to us. It's not an easy job but it is satisfying especially if you enjoy discovering strange objects and piecing puzzles together. And after all, isn't that what preserving history is all about?



Linda Franklin and Mindy Barnett tagged everything in the Wiley Building, including each other.

By Shannon Sullivan, Curatorial Assistant

Are You a HANDYMAN?

Do you like to fix things? Are you good with a screwdriver? Do you have a strong back? Would you like to volunteer as a handyman for the Jackson Hole Historical Society and Museum? We could sure use the help, and you would be surrounded by appreciative employees! Hours are very flexible, and scheduling would be at your convenience. If you are interested, please contact Mindy at 733-9605.

Open House Helpers Needed

The Jackson Hole Museum is celebrating its 50th anniversary and will open its doors to visitors on Friday, May 23 for the 2008 season with an Open House offering refreshments, door prizes, free admission, and a free walking tour. We need volunteers to help meet and greet our visitors throughout the day, and to make cookies to share. If you would like to help us usher in this special year, please give Karen Reinhart a call at 733-9605.

Thank You, Laura!

After seven years as our Museum Manager, Laura Koch is pursuing a new chapter in her life and moving to Delta, Colorado. "My time with the Jackson Hole Historical Society and Museum has been an enjoyable, enriching experience. The best part has been interacting with people and learning about the history of the area. I look forward to visiting the new Museum of Jackson Hole in the future." Thank you, Laura, for your dedicated service to the organization.

Continued from page one

upstream from the current location by about 450 feet. Each span was 130 feet long—the longest bridge in the state of Wyoming at the time. When you travel over today’s Wilson Bridge, look for the four sets of piers and associated structures to the north. In the spring of 1917, however, the Snake River flooded and washed away the approaches to the bridge on both sides, thus leaving the bridge itself intact but disconnected from either shore. Workers rebuilt the bridge, and it was back in service in 1922. (Cassity, p. 465)

In 1925, a massive landslide on the opposite side of Jackson Hole from Wilson dammed the Gros Ventre River, forming a lake upstream from the natural dam. Two years later, the water broke through, wiping out the town of Kelly and causing the Gros Ventre and Snake Rivers to flood. The bridge was once again damaged, but was operable before too long, and continued to serve traffic between Jackson and Wilson for thirty years. (Cassity, p. 465) Construction on the bridge in its current location appears to have begun in September of 1958, and was completed in June of 1960. (Kaufman) The resident engineer was a man named Johnson, and the contractor was a man named Peterson. The total cost of the bridge was \$670,381.92. Its total length is 884 feet. (Herbin)

The Swinging Bridge

At the southern end of the valley, a group of ranches owned by members of the Grisamer and Robertson families were isolated by the Snake River. The road at the time was on the east side of the river (now called Henry’s Road), and the ranches were on the west side of the river. Their only way across was by a swaying footbridge sagging from a half-inch cable. (Patric, p. 95) At one time there had been a ferry, but it washed away. The ranchers raised a few pigs, and since the river was a natural boundary, they let the pigs range around free. Their little nook along the west side of the Snake became known as Hog Island. (Nelson)

In 1938, Ora Grisamer’s tractor broke down, and there was no way to get it to the repair shop. Grisamer heard about a fellow named Charles McCrary—a wizard mechanic—who was camping in the canyon across the river. Grisamer tracked him down and hired him to repair his tractor. The two men had to carry McCrary’s tools across the narrow footbridge. “A wagon bridge would be worth \$1,000 to me and my neighbors,” said Grisamer, “but there’s no use talking about it. Government engineers say it would cost at least \$10,000 to swing any kind of a bridge across this river.”

McCrary thought about it, and did some figuring in the back of his mind while he worked on the tractor. He told Grisamer he would build him a bridge for \$1,250 and guarantee it would hold three tons. Grisamer agreed, and that night in a simple contract McCrary agreed to

build a suspension bridge eight feet wide, from secondhand steel and old cables.

McCrary knew nothing of engineering, having only a picture postcard of the Golden Gate Bridge that would serve him in lieu of blueprints. He dug the foundations of the bridge with a contraption he had made himself which he called his “drag-line” excavator. It was made from an old truck with a sort of power shovel whose bucket hung from pulleys at the end of a crane. It had a 900-pound bucket made of old bridge



Swinging Bridge

snow plows, so she remembers her dad feeding the cattle on the road from the ranch house to the bridge in order to pack down the snow. Her dad would also hitch a team of horses on the car to get the momentum to get the car up to the highway from the bridge. “It was almost a hairpin turn and steep. That was scary,” Betty remembers.

The Swinging Bridge served the Grisamers and the Robertsons for a quarter of a century until nature forced the highway to be rerouted to the west side of the river. A landslide pushed the road and a big chunk of hillside down into the river. Hog Island was no longer an island. (Nelson) The current bridge, still referred to as the Swinging Bridge, is located just south of the location of the original swinging bridge. Parts from the old Snake River Bridge near Wilson were used to build it as well as the bridge at Johnny Counts Flat (Astoria Hot Springs) in the Snake River Canyon. (Cassity, p. 465)

The Cattleman’s Bridge

Since the settlement of Jackson Hole, cattlemen have been grazing their cattle on public lands, including the Potholes area south of Signal Mountain and west of the Snake River. The ranchers moved the cattle from this area to summer range by herding them north, crossing the river on the dam at Jackson Lake. Cattlemen from the Porter, Brown and Hansen Ranches formed a group called

girders cunningly welded together which could scoop up half a ton of gravel at a single bite. The rest of the machine consisted of such things as scrambled bits of gas pipe, a bicycle chain, a hay-rake seat, a locomotive coupling, and parts from automobiles and farm machines that McCrary had found on junk heaps.

McCrary salvaged steel for the huge supporting towers of his bridge from a twisted heap of bridge ruins washed out in a flood of the Gros Ventre River. For the cables, McCrary set out in his old truck for the oil fields where he knew that the long cables used in well drilling were discarded when they developed kinks. Oil men gave him all the discarded cable he could haul away. During construction of the bridge, the county engineer came up to McCrary and asked to see the blueprints. When McCrary produced the postcard, the engineer shook his head and turned to gaze admiringly at the bridge. After a careful inspection, the engineer said he would approve the bridge for a three-ton limit if McCrary would make a few minor changes.

At the opening of the bridge, just two months from the day McCrary started building it, there was a ceremony with a touch of sadness. Ora Grisamer, who had waited half his life for a bridge, died just before it was finished. His daughter led the procession across the bridge driving his tractor in a fitting tribute. (Patric, pp. 95-98)

Betty Cook, Ora Grisamer’s granddaughter, remembers walking across the bridge to get to the highway and feeling it bounce. The ranch didn’t have any



Cattleman’s Bridge

Courtesy of Mike Cassity

the Potholes Grazing Association to coordinate this effort. As the economy shifted away from cattle ranching to tourism, increasing numbers of visitors crowded the roads. The administration of Grand Teton National Park asked the cattlemen to move its cattle drive away from the dam. To do this, they needed to construct an alternative route that would cross the Snake River in a less conspicuous location. (Cassity Report, p. 2) Jim Brown, whose father was a member of the Potholes Grazing Association, wasn’t sure but thought the Association may have footed the bill for the new bridge which was built by Lew Wilson. Ralph Gill, whose father was also a member of the Association, confirmed that the Association built the bridge. He said that between 2,400

Continued on page five

Continued from page four

and 2,500 cattle were driven from above Moose north to above Colter Bay around the last week in June.

It is not clear when the Cattleman's Bridge was built, but by most accounts it was sometime between 1951 and 1954. (Cassity Report, p. 2-3) Loal Jacobson, who herded cattle for the Hansens in the 1950s, remembers taking cattle across the bridge. The 1955 movie *Far Horizons* told the story of the journey of Lewis and Clark, and was being filmed in the area, and Jacobson remembers having lunch with the movie crew. The actor Charlton Heston asked Jacobson if he could ride his horse, saying he had never ridden a real cow pony. The bridge also made an appearance in the 1963 movie *Spencer's Mountain*. In that movie, the son, Clayboy, made a dramatic run for help for the doctor, and the cameras showed him running across Cattleman's Bridge. (Cassity Report, p. 3-4)

Mike Cassity, an historical researcher, found notes of a conversation between former Grand Teton National Park Cultural Resource Officer Mike Johnson and Senator Cliff Hansen. Hansen mentioned that "around 1957 the park decided to focus grazing more on the east side of the Snake River, so the Potholes area fell into only limited use."

Cassity says this "may imply that the traffic across the river did not come to an abrupt halt that year, but rather declined over the following years." One thing is for certain. Cattleman's Bridge served its purpose as a bridge for cattle drives for as long as they lasted, and later served recreationists as well.

Ranchers didn't have much of a reason to cross Cattleman's Bridge after grazing shifted geographically, and interest in the maintenance of the bridge by its builders or its owners waned. The bridge fell into disrepair. Cassity says "an October 1995 report by staff at Grand Teton National Park indicated that the bridge suffered damage and was repaired. That report noted, however, that 'the bulk of the bridge is rotten: piers, stringers, braces, and decking. Little solid wood remains.'" No one remembers exactly when the Cattleman's Bridge was dismantled, but Cassity believes it was not long after he did his report in August of 2000.

The Crater Lake Bridge

In 1967, the highway department began to realign the Teton Pass highway. This included the construction of the Crater Lake Bridge, sometimes known as the Mt. Glory Bridge, which would allow avalanches from Glory Bowl to pass unimpeded under the highway. The bridge was designed by the Wyoming Highway Department with the aid of Dr. Shieh W. Shen of the Engineering Research Dept. of



Crater Lake Bridge Courtesy of the Wyoming Department of Transportation

Colorado State University at Ft. Collins. After considerable research including the construction of a scale model, Dr. Shen used pure mathematics to verify that the department's design would weather any avalanche. (Jackson Hole Guide) Due to the lack of good rock for footing, the original bridge location was moved uphill and therefore, closer to the ground. A foreshadowing of what was in store for the bridge occurred in 1969 when the north skew back (foundation) was buried twice in avalanches. When it was nearing completion, a huge avalanche on January 22, 1970 destroyed the bridge.



Crater Lake Bridge Courtesy of Wyoming Department of Transportation

This proved to be a costly embarrassment for the highway department. They defended the structure, claiming that had the deck been poured, it would have survived the slide. Several experts were consulted, and one said that the distance from the bottom of the bridge to the gully, based on past events, should have been 160 feet when in fact it was only 110 feet. People discussed ideas such as building a new bridge. In the end the highway alignment was shifted uphill to where the road exists today. The new highway opened during the summer of 1970. Active avalanche control by blasting was begun in 1971 and continues today. (Yount)

Bridges in our county continue to make headlines. Currently, the existing structure on the Snake River at the Hoback Junction is scheduled for replacement — not because it's structurally unsafe, but because officials are concerned about improving the

safety and efficiency of the corridor. (Herbin) Additionally, there is an ongoing controversial discussion about the need for another bridge north of the Wilson Bridge.

By Liz Jacobson

Resources

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Nelson, Fern. Scenes from a Long Life. "The Swinging Bridge."

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Herdis Olson’s Legacy

Another supporter of the Historical Society has passed from our midst, and we would like to remember her with this life sketch. Herdis Olson was born and raised in Copenhagen, Denmark. Her life of travel began when she graduated from high school and became an au pair in England where she lived for a year or two. She then took a job with the Danish Foreign Ministry, and was posted as a secretary at the Danish Embassy in Greenland for two years. When she returned to Denmark, the family for whom she had worked in England invited her to relocate with them to Australia for a year until they got settled. When she returned to Denmark she once again worked for the Foreign Ministry in Warsaw, Poland. It was there at an embassy party she met her husband Pierce who was working for the U.S. Foreign Service. She was in her late twenties by the time she met her soulmate, and they were married a year later. Herdis left her position at the Danish Embassy and became

a U.S. citizen. Pierce and Herdis lived in Washington, D.C. as well as in eight overseas posts.

Pierce and Herdis loved Jackson Hole and spent many vacations here. They bought a condo in Teton Village, and eventually bought a home in Skyline Ranch where they retired. They were both involved with the museum and historical society. Pierce gave walking tours and was on the board for years, serving as board president for two years. The Jackson Hole Historical Society and Museum published his book *Landmarks of the Rocky Mountain Fur Trade* in 1997. Herdis made an impact on the community by working at the women’s shelter and with the hospice group. Jean Day met Herdis in 1986 when they both were involved with the Task Force on Family Violence and Sexual Assault (now the Community Safety Network). They served on the hotline and on the board of directors together. Jean remembers Herdis as “the strongest woman I’ve ever known, very intelligent, and so proud

to be Danish. She had such a special love and respect for her husband and daughter.” She was an avid bridge player, and her bridge group was a very important part of her life in Jackson. She was also an artist, working in traditional Norwegian folk art called rosemaling.

Her daughter Vibeke says her mother “was intelligent, had a great sense of humor, and she loved to travel! She lived her life like one great adventure, and I think that’s one of the most cherished gifts she gave me—the desire to see and experience as much of the world as possible.” Five years ago, after Pierce died and Herdis was being treated for cancer, she moved back to North Carolina to live with Vibeke. Before her death in December 2007, Herdis generously pledged \$100,000 towards the capital campaign for the new Museum of Jackson Hole. We gratefully accept this gift as a legacy which will live on in our hearts and community.

Thank you, Herdis.



Rodeo parade on Broadway 1958.1813.001

LEAVE A LEGACY

Please remember us during your estate planning. By leaving a bequest, creating a memorial, or donating historical items you will help the Jackson Hole Historical Society and Museum preserve a lasting heritage for generations to come. For more information on how you can help, please contact us at 733-9605.

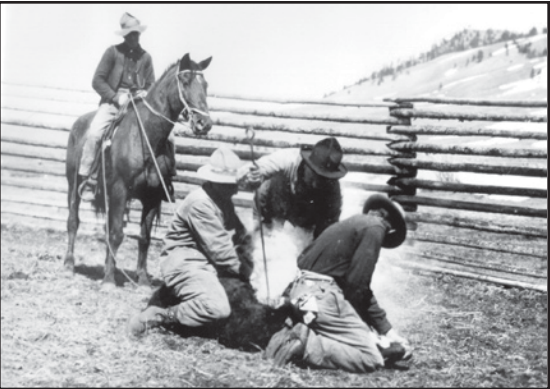
Photographs

The Jackson Hole Historical Society and Museum has a collection of over 14,000 historic photographs. Most of the images used in the newsletter are part of that collection. Copies of these photographs are great for keepsakes, gifts, or decorating your home. Photographs are available in four sizes and in both black and white or sepia.

Come in and browse, or visit our website photo gallery for additional ideas at www.jacksonholehistory.org. Proceeds from the sale of these photographs help support the efforts of the Jackson Hole Historical Society and Museum.



Looking at the Tetons 1993.4922.001



Branding a calf, Wilson, WY 1992.4409.001



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