

Regular Town Council Meeting

November 3, 2025

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING.

I. ZOOM LINK FOR PUBLIC PARTICIPATION

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

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/88358619131?pwd=Uj9S1q4qoIDGI8Cn4aAePHbQkP9xV.1>

Or join at zoom.com with Webinar ID: **883 5861 9131** and Password: **83001** or by phone: **+1 253 215 8782**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Extra Mile Day
 - 2. Veterans Day

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. October 6, 2025 Regular Town Council Meeting
 - 2. October 13, 2025 Special Town Council Meeting
 - 3. October 20, 2025 Regular Town Council Workshop
 - 4. October 20, 2025 Regular Town Council Meeting
 - 5. October 23, 2025 Special Town Council Meeting
- B. Disbursements
- C. Contracts
 - 1. Contract with Fabric Labs, Inc.

Please note that at any point during the meeting, the Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

- D. 2025 Cache Creek Drive Storm Inlets Project (Brian Lenz)

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

- A. External Affairs
 - 1. Community Engagement Task Force (Susan Scarlata)
- B. Joint Transportation Division
 - 1. Millward Parking Structure Overnight Rates (Charlotte Frei)

VI. ORDINANCES

- A. Ordinance A: An Ordinance Adding Conflicts of Interest to Title 2 (Third Reading, to be designated Ordinance 1448)
- B. Ordinance D: An Ordinance Amending Title 12 Regarding Human Interment (Second Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

Pledge of Allegiance

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

Land Acknowledgement

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

**EXTRA MILE DAY PROCLAMATION
DECLARING NOVEMBER 1ST AS “EXTRA MILE DAY”**

WHEREAS, Jackson, Wyoming is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Jackson is a community that encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Jackson is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Jackson acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” which occurred on November 1, 2025.

NOW THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, on behalf of the Jackson Town Council and the entire Jackson community, wish to recognize the **employees of our Federal and State Public Land Management Agencies**, for going the extra mile by providing exceptional service to the residents Jackson and visitors alike.

We thank the **Bureau of Land Management** for caring for 18.4 million acres of public land in Wyoming, serving locals and tourists who value the open space and recreational opportunities that land provides.

We thank the **National Park Service** for their tireless efforts to care for Grand Teton and Yellowstone National Parks, to preserve local history and create opportunities for locals and visitors to enjoy these national treasures.

We thank **Wyoming Game & Fish** and the **U. S. Fish & Wildlife Service** for working to conserve and protect the fish and wildlife resources and habitats of Jackson, including the beloved National Elk Refuge.

We thank the **U.S. Forest Service** for managing our precious national forests and grasslands, including the 3.4 million acres of Bridger Teton National Forest which includes 1.2 million acres of designated wilderness, over 3,000 miles of roads and trails and thousands of miles of river and streams.

FURTHER, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby proclaim November 1, 2025, as Extra Mile Day. I urge everyone in the community to take time to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED THIS 3rd DAY OF NOVEMBER 2025

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

VETERAN’S DAY 2025

WHEREAS, the Jackson American Legion Post No. 43 observes Veteran’s Day, on November 11th with other Veteran groups in our community, around our great state, and throughout our nation; and

WHEREAS, the Jackson American Legion Post No. 43 traditionally holds the Veteran’s Day Ceremony on the 11:00th hour, of the 11th day, of the 11th month at the American Legion; and

WHEREAS, it is appropriate to remember and honor our Veterans for their great service and sacrifice to our community, and to our country; and

WHEREAS, the future of our community, our families, our children, and our great nation depends on the dedication and patriotism of all people who have served in our armed forces; and

WHEREAS, the Jackson Hole community holds our Veterans in the highest regard, as the ultimate example for leadership, patriotism, and sacrifice and who, with great certainty, ensure the blessings of liberty; and

WHEREAS, it is because of this exemplary valor that we hope other young men and women will look to our veterans as positive role models, and as an encouragement to serve our free nation; and

WHEREAS, the sacrifices made by our Veterans have ensured our precious freedoms here at home, just as they have served to establish freedom and democracy in other parts of the world.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby join with the United States government and our Jackson Hole residents by honoring service men and women on this Veteran’s Day. Let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom, and let us reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain.

DATED THIS 3rd DAY OF NOVEMBER 2025.

TOWN OF JACKSON

Arne Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 6, 2025

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Mike Moyer, Johnny Ziem, Paul Anthony, Russ Russchill, Charlotte Frei, Miles Contreras, Andrew Bowen, Tyler Valentine, Susan Scarlata, and Riley Hovorka. *Via Zoom:* Johnny Ziem and Kelly Thompson.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen proclaimed Indigenous Peoples Day, Fall Clean Up Week, and Domestic Violence Awareness Month.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve minutes from the September 8, 2025 Special Town Council Meeting, September 15, 2025 Regular Town Council Workshop, September 15, 2025 Regular Town Council Meeting, and September 16, 2025 Special Town Council Workshop.
- B. **Disbursements.** To approve the disbursements as presented. 107 WEST DESIGN, LLC \$8,625.00; 842-NCPERS GROUP WYOMING \$80.00; ACE HARDWARE \$1,680.67; AFLAC \$1,574.03; ALDER ENVIRONMENTAL LLC \$1,083.75; AMAZON \$6,401.72; AMERICAN PUBLIC WORKS ASSOC \$7,524.00; APPLE INC \$3,354.00; AUSTIN, CHRIS \$99.99; BAKER TILLY US, LLP \$300.00; BECKER ARENA PRODUCTS INC \$1,808.26; BIG R RANCH & HOME \$520.81; BRIGGS, ERIC L \$144.62; CARPETS PLUS COLORTILE \$9,764.50; CASELLE INC. \$2,338.00; CENTRALSQUARE \$6,878.04; CHARGEPOINT, INC \$3,757.00; CHARLIE'S PLUMBING OF JH \$1,859.00; CITCO WATER \$3,600.00; CITY OF DRIGGS \$1,749.07; CONRAD & BISCHOFF INC. \$28,939.30; CONTROL SYSTEM TECHNOLOGY, INC. \$52,550.50; CORE & MAIN LP \$33,221.60; CREATIVE ENERGIES, LLC \$1,775.00; DAWSON INFRASTRUCTURE SOLUTIONS \$17,839.62; DEAN'S PEST CONTROL LLC \$675.00; DECKER GLASS \$152.13; DELAY, JACK \$120.00; DELL \$1,643.65; DELTA DENTAL PLAN OF WYOMING \$8,132.33; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$600.00; E.R. OFFICE EXPRESS \$183.24; EDA LAND PLANNING \$1,822.79; ELAN ONE CARD \$47,716.24; ENERGY LABORATORIES INC. \$965.00; EVANS CONSTRUCTION INC \$447,203.92; EVOLUTION CONSTRUCTION, LLC \$4,805.50; FARNSWORTH, ALAN K & WENDY A LIVING TRUS \$15,000.00; FERGUSON ENTERPRISES, INC \$848.08; FIREHOSE SUPPLY \$2,219.76; FLORES, JUANITA \$400.00; FLOYD'S TRUCK CENTER \$266,017.00; FREEDOM MAILING SERVICE INC. \$1,960.31; GANNETT PEAK SURVEYING, LLC \$1,470.00; GARMIN USA \$25.14; GILLIG LLC \$95.92; GREENWAY PAINTING LLC \$89,770.00; H&R ENTERPRISES \$695.30; HAYES, BRANDY \$238.00; HD FOWLER COMPANY \$441.69; HIGH COUNTRY LINEN \$7,814.36; HOVORKA, RILEY \$227.45; HUB INTERNATIONAL \$3,519.00; IDAHO STATE TAX COMMISSION \$7,055.00; INDIAN SPRINGS RANCH HOA \$2,140.00; INTERSTATE BATTERY \$74.85; JACKSON CURBSIDE INC. \$3,041.00; JACKSON DOWNTOWNER, LLC \$116,816.92; JACKSON GROUP LOCKBOX \$528.87; JACKSON HOLE HIGH SCHOOL \$1,000.00; JACKSON HOLE NEWS & GUIDE \$3,406.00; JACKSON LUMBER INC \$74.03; JAMF SOFTWARE, LLC \$6,434.04; JEFF GROVER \$155.00; JEWISON, SAMUEL LEE \$100.00; JH20 WATER CONDITIONING & FILTRATION \$110.00; JOE JOHNSON EQUIPMENT \$1,339.36; JONES SIMKINS \$1,670.00; JORGENSEN ASSOCIATES, PC \$1,887.20; LEONHARD, SEAN \$170.00; LEVEL 3 COMMUNICATIONS, LLC \$2,674.53; LOTUS ENGINEERING & SUSTAINABILITY, LLC \$1,702.50; M. NEILS ENGINEERING, INC \$5,760.00; MAGNET FORENSICS, LLC \$12,410.00; MATEOSKY CONSTRUCTION \$6,000.00; METROQUIP INC \$110.18; MID-AMERICA RESEARCH CHEMICAL \$476.64; MILLER, LONDON \$175.00; MORRISON-MAIERLE, INC. \$2,359.00; MSC INDUSTRIAL SUPPLY CO \$212.85; NAPA AUTO PARTS INC. \$2,224.36; NELSON ENGINEERING \$18,818.75; ON SIGHT LAND SURVEYORS INC. \$1,000.00; ONE CALL OF WYOMING \$331.80; OPS STRATEGIES, LLC \$17,806.25; PEERY, JEREMIAH \$170.00; POINT S REXBURG \$956.00; PREMIER TRUCK- SALT LAKE CITY \$2,954.18; QUICK BROWN FOX LLC \$526.25; RICH, SAMUEL \$867.45; ROTARY CLUB OF

JACKSON HOLE \$800.00; SHANKLAND, ADAM \$155.00; SHERVIN'S INDEPENDENT OIL \$151.05; SILVER CREEK SUPPLY \$379.34; SMITH PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER EXCAVATION \$4,000.00; SPECTRUM \$100.00; SPRING CREEK ANIMAL HOSPITAL \$2,922.75; STANDARD INSURANCE COMPANY \$24,491.11; STAR VALLEY DISPOSAL \$117.00; STEVENSON, HUNTER \$100.00; STOTZ EQUIPMENT \$127.25; SUNRISE ENVIRONMENTAL \$515.79; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SYMBOLARTS, LLC \$1,807.30; TETON COUNTY CLERK \$517,296.08; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$29,250.33; TETON COUNTY PUBLIC HEALTH \$300.00; TETON COUNTY PUBLIC WORKS \$10,793.88; TETON COUNTY SHERIFF-DISPATCH \$26,224.49; TETON COUNTY SHERIFF'S-JAIL \$3,850.00; TETON COUNTY-FUND 10 \$130,467.68; TETON MOTORS INC \$4,578.69; THE AFTERMARKET PARTS COMPANY, LLC \$469.90; TIPPETS, MARY \$60.00; TMSC LLC \$23,260.99; TRANSPORTATION MANAGEMENT & DESIGN INC \$14,102.26; TRAPHAGEN, JEROMIE \$100.00; UCM DIGITAL HEALTH, INC \$1,071.00; ULINE \$166.18; USA BLUE BOOK \$1,328.78; VARGAS, JOSE \$1,500.00; VISION SERVICE PLAN - (WY) \$1,957.29; WESTERN STATE \$1,491.80; WESTWOOD CURTIS \$127,689.50; WHITE GLOVE CLEANING, INC. \$726.71; WHITE, AMANDA \$316.00; WINDCAVE INC \$10.00; WRIGHT, JASON \$77.83; WY WORKERS' SAFETY & COMP \$12,178.64; WYDOT \$4.00; WYOMING DEPARTMENT OF TRANSPOR \$353.62; WYOMING IMMIGRANT ADVOCACY \$3,750.00; WYOMING LAW ENFORCEMENT ACADEMY \$140.00; WYOMING RETIREMENT SYSTEM \$216,798.47; WYOMING SECRETARY OF STATE \$60.00; YELLOW IRON WASTE, LLC \$123.00

C. Contracts.

1. Revocable License for Chairlift Seating – Miller Park. To approve the Revocable License for Chairlift Seating – Miller Park, subject to minor changes by staff.
2. Amendment and Restatement Special Restriction for 105 Mercill Unit 306 (Mercill Condos). To approve the Amendment and Restatement Special Restriction for 105 Mercill Unit 204 (Mercill Condos), subject to minor changes by staff.
3. Professional Services Contract with Navigate, LLC. To approve the Professional Services Contract with Navigate, LLC, subject to minor changes by staff.

D. Request for Street ADA Parking Signage and Curb Markings at 252 & 254 E. Simpson Ave. (PM25-007). To direct the Town Manager, or their designee, to authorize the applicant to construct, one temporary PROWAG accessible parking space, including signage and markings, within the Town right-of-way on East Simpson Avenue, based upon the conditions presented in the staff report, the departmental reviews, and this staff report dated October 6, 2025.

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

Jackson Hole Fire/EMS Funding Alternatives. Tyler Sinclair, Lea Colasuonno, and Mike Moyer made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman to direct staff to advise Teton County of the following desired Town approach to funding the joint Fire & EMS department and related areas of discussion for consideration at the November 2, 2025, Joint Meeting:

- Utilize the combined factors of Incident Count, Assessed Value, Staffing, and Fleet Costs in a weighted approach to determine the future funding split for the joint department.
- Equally split the four identified factors, 25% each, to determine the appropriate funding for the joint department.
- Propose to the County discussion of overall ability to pay by each jurisdiction before addressing individual joint department and service funding.
- For staff to determine consistent methodologies for building maintenance and indirect expenses to be applied to all joint departments.

Devon Viehman amended the motion to replace Incident Count with Assessed Value. The motion died for lack of a second.

A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to advise Teton County of the following desired Town approach to funding the joint Fire & EMS department and related areas of discussion for consideration at the November 2, 2025, Joint Meeting:

- Utilize the combined factors of Assessed Value, Population Served, Staffing, and Fleet Costs in a weighted approach to determine the future funding split for the joint department.

- Equally split the four identified factors, 25% each, to determine the appropriate funding for the joint department.
- For staff to determine consistent methodologies for building maintenance and indirect expenses to be applied to all joint departments.

Mayor Jorgenson called for the vote. The vote showed all in favor. The motion carried unanimously.

Text Amendment to LDR Section 6.3.2.C Introducing a New Exemption to Affordable Workforce Housing Mitigation (P25-031). Andrew Bowen, Paul Anthony, and Lea Colasuonno made staff comment. Council held discussion with staff. Deirdre Ashley commented on behalf of the applicant. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to approve LDR Text Amendment P25-031 to amend LDR Section 6.3.2.C, to include an exemption from the Affordable Workforce Housing requirements for Public/Semi-public uses based on the October 6, 2025 staff report and with the changes discussed at the October 6, 2025 meeting, and direct staff to present the ordinance for first reading at a future Council meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:41pm and reconvened at 7:47pm.

Millward/Simpson Garage Overnight Parking. Charlotte Frei and Tyler Sinclair made staff comment. Council held discussion with staff. Eric Doyle and Cheyenne (unknown last name) made public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to direct staff to implement a payment structure for car storage with first 8 hours free, then \$5 dollars per hour, up to a maximum daily rate of \$25 and to conduct a survey of the residents of Jackson Street Apartments around their parking situation including the amount of parking need of those residents and return to us that information as soon as practical. Jonathan Schechter proposed a friendly amendment to add residents' attitudes towards pricing of parking slots. The motion was withdrawn by Jonathan Schechter and Devon Viehman.

A motion was made by Jonathan Schechter and seconded by Devon Viehman to direct staff to implement a payment structure for car storage at the Town Parking Garage with first 8 hours free, then \$5 dollars per hour, up to a maximum daily rate of \$25 and direct staff to complete a survey of Jackson Street Apartments to determine additional parking needs of residents including the number of additional parking spaces and what level of pricing is attainable. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

At the regularly scheduled November 20, 2025 Town Council meeting, Council reconsidered the vote on the motion to approve a payment structure for car storage at the Town Parking Garage. The motion was withdrawn by Jonathan Schechter, as motion-maker, and Devon Viehman, as seconder.

A motion was made by Kevin Regan to direct staff to consult with the Director of START Board to explore options for promoting use of the garage to facilitate use of the Airport Shuttle pilot project. Kevin Regan withdrew the motion.

A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to explore marketing to potential Airport Shuttle users including consulting with the START Director. Motion was withdrawn by Kevin Regan and Devon Viehman.

Resolution 25-22: FY2026 Budget Amendment #1. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Resolution 25-22 adopting amendments to the Fiscal Year 2026 budget as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance A: An Ordinance Adding Conflicts of Interest to Title 2.

AN ORDINANCE ADDING SECTION 2.50, CONFLICTS OF INTEREST, TO TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. Council held discussion. A motion was made by Alyson Spery and seconded by Jonathan Schechter to adopt Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on first reading as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending Title 15 Regarding International Residential Code.

AN ORDINANCE AMENDING TITLE 15, CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. Council held discussion. A motion was made by Alyson Spery and seconded by Jonathan Schechter to approve Ordinances B and C at second reading. The motion was withdrawn.

Ordinance C: An Ordinance Amending Title 15 Regarding Contractor Licensing and Certification.

AN ORDINANCE AMENDING TITLE 15, CHAPTER 15.36, CONTRACTOR LICENSING AND CERTIFICATION, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Lea Colasuonno made staff comment. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Ordinances B and C at second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Arne Jorgensen provided an update from the Destination Stewardship Council about Council’s endorsement of the SDMP. Alyson Spery provided an update from a Board of Health meeting about suicide trends. Devon Viehman provided an update from the Fair Board about on-site parking at the 2026 fair. Council discussed the letter Council recently sent to the congressional delegation about the federal government closure and considered sending additional letters. A motion was made by Jonathan Schechter and seconded by Alyson Spery to authorize the Mayor to sign the letters dated October 8th and 15th proposed by Councilor Schechter regarding the federal government shut down subject to minor changes by staff. Mayor Jorgensen called for the vote. The vote showed 4-0 with Arne Jorgensen, Jonathan Shcehcter, Alyson Spery and Kevin Regan in favor. Devon Viehman abstained from the vote. The motion carried. Council discussed recent comments about the pool at the Rec Center.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on retreat dates, History Jackson Hole and Wyoming Cultural Trust Fund grant applications, International Energy Conservation Code update, and temporary sign permits for Jackson Hole Community School. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Alyson Spery to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:41 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 13, 2025

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:02 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Lea Colasuonno, Paul Anthony, Lynsey Lenamond, and Riley Hovorka.

Design Review Committee Interviews. Council conducted interviews with Bobbie Dailey, Stephen King, Michael Ralph, Mary McCarthy, and Doug Halsey.

Council recessed at 10:00am and reconvened at 10:05am.

Council conducted interviews with Rachel Ravitz, Stephanie Wright, Dale Staten, and Susan Larsen. Council held discussion.

Executive Session. A motion was made by Devon Viehman and seconded by Kevin Regan to recess to executive session to consider appointments to volunteer boards, specifically the appointment of a board member as a public officer pursuant to Wyoming Statute §16-4-405(a)(ii). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed to executive session at 11:02am and reconvened at 11:38am. Devon Viehman left the meeting while Council was recessed to executive session.

A motion was made by Kevin Regan and seconded by Alyson Spery to appoint Doug Halsey, Mary McCarthy and Dale Staten to the Design Review Committee for two-year terms, which shall expire October 31, 2025. Council held discussion. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 11:48 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: October 22, 2025

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

OCTOBER 20, 2025

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Paul Anthony, Ryan Hostetter, Michelle Weber, Tanya Anderson, Susan Scarlata, and Riley Hovorka. *Via Zoom*: Brian Lenz, Tyler Valentine, Andrew Bowen, and Kelly Sluder.

Employee Introductions. Mayor Jorgensen introduced Pax Shankland, Commuter Driver, and Hazen Smith, Streets & Water Operator.

Water Conservation Ordinance. Johnny Ziem and Tanya Anderson made staff comment. Council held discussion with staff. Kevin Cochary, Laura Bonich, Amy Kuszack, and Elizabeth Lynch public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to develop a water conservation strategy using the tools discussed today and to present the strategy for discussion at a future Council meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Devon Viehman and seconded by Kevin Regan to direct staff to evaluate and present alternatives for potential ordinances to reduce water usage for irrigation purposes and present these alternatives for discussion at a future Council meeting. Jonathan Schechter proposed a friendly amendment strike “for irrigation purposes” from the motion. Jonathan Schechter withdrew the friendly amendment. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Options for Changes to LDRs and Comprehensive Plan. Paul Anthony and Ryan Hostetter made staff comment. Council held discussion with staff. Ali Dunford, Kevin Cochary, Amy Kuszack, and Whitney Oppenhuizen made public comment.

Council recessed at 3:38pm and reconvened at 3:48pm.

A motion was made by Devon Viehman and seconded by Kevin Regan to direct staff to prepare and present a LDR scoping item to determine what LDR amendments could be addressed consistent with the current Comprehensive Plan. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to continue with the Scoping Report to determine community concerns and opportunities, as part of a Comprehensive Plan update with the use of outside consultants for consideration by the Town and County at a future Joint Meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Community Engagement Task Force. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Sperry to continue the Community Engagement Task Force item to the regularly scheduled November 3 meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. No discussion.

Council Priorities. No discussion.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:56 p.m.

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: October 29, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 20, 2025

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Katelyn Page, Miles Contreras, Shawn Stephens, Tanya Anderson, Susan Scarlata, and Riley Hovorka.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen introduced Annette Langley, Development Coordinator.

Public Comment. There was no public comment.

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

A. **Meeting Minutes.** To approve minutes from the October 1, 2025 Special Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$9,036.35; ADVANCED NETWORK MANAGEMENT, INC. \$44,733.00; ALLEGION ACCESS TECHNOLOGIES \$696.00; ALPHAGRAPHICS -\$350.17; AMAZON \$4,385.14; APPLE INC \$5,411.00; AT&T \$315.55; BEST BEST & KRIEGER \$3,950.00; BISON LUMBER \$130.84; BLUE DOOR LLC \$5,000.00; BLUE SPRUCE CLEANERS, INC \$290.38; BOLAND, ANITA \$2,263.80; BRIGGS, ERIC L \$103.63; BROWN, DAVID M. \$856.50; BURKHOLDER, SHAWN \$2,141.61; CARPETS PLUS COLORTILE \$9,330.70; CASELLE INC. \$2,388.00; CENTURYLINK -\$157.33; CERTIFIED LABORATORIES \$905.85; CHARLIE'S PLUMBING OF JH \$785.00; CITY OF DRIGGS \$1,661.75; CIVICPLUS \$7,187.50; CLEARY, GREG \$1,581.11; CONRAD & BISCHOFF INC. \$29,688.23; CONRONTIZIES, ARTHUR \$1,000.00; CONTROL SYSTEM TECHNOLOGY, INC. \$2,400.00; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$151,200.00; CURTIS BLUE LINE INC. \$989.89; DAVID R BALL \$8,889.00; DECKER GLASS \$455.69; DELL \$5,451.66; DELTA DENTAL PLAN OF WYOMING \$7,570.43; DEX IMAGING \$1,943.43; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$300.00; DYNAMIC CONTROLS, LLC \$13,218.00; ELAN ONE CARD \$29,329.61; ENERGY 1 \$1,016.10; ENERGY LABORATORIES INC. \$710.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$1,561.00; FERGUSON ENTERPRISES, INC \$273.66; FLEETPRIDE \$1,073.92; FODOR LAW OFFICE \$745.00; FOSTER, KYLE \$136.00; FREMONT MOTOR CO. \$13,724.20; GANNETT PEAK SURVEYING, LLC \$2,250.00; GET FUNKY LLC \$14,727.00; GRAND TETON PLAZA \$8,000.00; GRIFFITH PARTNERSHIP LLC \$1,760.00; HAYES, BRANDY \$162.00; HD FOWLER COMPANY \$1,198.24; HIGH COUNTRY LINEN \$1,026.10; HNTB CORPORATION \$6,517.46; HORCHAK, KEVIN \$136.00; IDAHO STATE TAX COMMISSION \$6,934.00; IVY OUTDOOR SERVICES LLC \$2,182.57; JACKSON DOWNTOWNER, LLC \$102,658.89; JACKSON GROUP LOCKBOX \$13,972.01; JACKSON HOLE LAW, PC \$3,502.50; JACKSON HOLE NEWS & GUIDE \$1,655.80; JACKSON LUMBER INC \$411.33; JACKSON PAINT AND GLASS, INC. \$1,962.84; JOE JOHNSON EQUIPMENT \$176.77; JONES SIMKINS \$41,715.00; JORGENSEN ASSOCIATES, PC \$79,375.38; KEENAN, PETER \$2,357.50; KGB PRODUCTIONS \$4,850.00; KILMER'S BG DISTRIBUTING \$9,000.00; KJ'S SERVICES INVESTMENTS LLC \$2,975.00; LOTUS ENGINEERING & SUSTAINABILITY, LLC \$9,547.50; LOWER VALLEY ENERGY INC \$44,694.07; MACY, ERIC \$6,000.00; MADE IN IRON LLC \$268.60; MASTERCARE CLEANING JH, LLC \$1,202.00; MEAGHER, LUKE \$752.00; MED-ENG, LLC \$46,325.00; MENTAL HEALTH & RECOVERY SERVICES \$45,250.00; MID-AMERICA RESEARCH CHEMICAL \$460.18; MSC INDUSTRIAL SUPPLY CO \$232.38; NAPA AUTO PARTS INC. \$1,099.66; NELSON ENGINEERING \$4,262.50; OUTBACK LANDSCAPE OF WYOMING, LLC \$526.00; PALAZZOLO, MICHAEL \$77.83; PEARSALL, ERIKA \$5,000.00; PERFORM PRINTING LLC \$203.66; PITTS, SAMANTHA \$77.83; POINT S REXBURG \$1,879.72; PORT53 TECHNOLOGIES, INC \$35,574.00; POST LAKE LENDING \$450.00; PREMIER CLEANING SERVICES LLC \$2,124.00; PREMIER TRUCK- SALT LAKE CITY \$134.16; R & A SAFETY LLC \$814.50; RAFTER J IMPROV/SERV DIST \$146.43; RAMANATHAN, BRINDA \$2,500.00; RICH, SAMUEL \$1,280.50; ROTARY CLUB OF JACKSON HOLE \$425.00; SAFETY-KLEEN SYSTEMS, INC. \$305.03; SCHWARTZ, ANDY \$5,000.00; SHERWIN-WILLIAMS CO. \$1,635.08; SILVERSTAR \$6,130.28; SOSA'S JANITORIAL SERVICE \$7,650.00; SOUTHERN TIRE MART LLC

\$8,493.84; SPACE EXPLORATION TECHNOLOGIES CORP \$660.00; SPERY, ALYSON \$1,618.77; SPL HOUSING LLC. \$7,000.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$11,901.03; STATE FIRE IDAHO \$566.00; STEPHENS, TALON \$77.83; STONE, KIRK \$3,241.35; STOTZ EQUIPMENT \$115.50; SUPPLYHOUSE LLC \$216.67; TCA INDUSTRIAL PARK ASSOCIATION \$900.00; TEGELER & ASSOCIATES \$1,600.00; TETON COUNTY CLERK \$517,296.08; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$97.50; TETON COUNTY PUBLIC WORKS \$244,318.73; TETON COUNTY TREASURER \$81,914.91; TETON COUNTY-FUND 10 \$88,238.23; TETON MOTORS INC -\$1,411.60; TETON VIEW LANDSCAPE CONTRACTORS \$3,189.75; THE AFTERMARKET PARTS COMPANY, LLC \$1,965.74; THE TIRE RACK, INC. \$4,207.84; THOMSON WEST \$1,209.20; T-MOBILE \$31.35; UCM DIGITAL HEALTH, INC \$1,062.50; ULINE \$900.00; USA BLUE BOOK \$446.56; VERIZON WIRELESS \$10,202.09; VIRGINIAN VILLAGE CONDO HOA \$1,350.00; VISION SERVICE PLAN - (WY) \$1,921.35; WALKER, PAUL \$175.00; WAM \$1,280.00; WAMCO LAB, INC. \$180.00; WBC PROPERTIES \$2,150.00; WHITE GLOVE CLEANING, INC. \$1,575.00; WHITE, AMANDA \$72.92; WILD THINGS \$4,295.00; WILSON, JOHN \$2,200.00; WILSON, MICHELLE \$183.00; WRIGHT, JASON \$1,085.36; WSP USA INC. \$44,544.63; WYOMING DEPARTMENT OF EMPLOYM \$4,272.56; WYOMING FIRST AID & SAFETY \$161.05; WYOMING LAW ENFORCEMENT \$80.00; WYOMING RETIREMENT SYSTEM \$216,541.30; WYOMING SECRETARY OF STATE \$60.00; WYOMING.COM INC \$5.00; YELLOW IRON WASTE, LLC \$1,705.00

C. **September Municipal Court Report.** To accept the September Municipal Court Report into record.

D. **Contracts.**

1. **Contract with Valley Springs Ranch.** To approve the Contract with Valley Springs Ranch, subject to minor changes by staff.
2. **Special Restrictions for Affordable Rental Housing at The Loop Apartments – West Building (Contracts A, B and C).** To approve the Special Restrictions for Affordable Rental Housing at The Loop Apartments – West Building, subject to minor changes by staff.
3. **Primary Lease Agreement with Teton County (Adams Canyon Winter Employee Housing).** To approve the Primary Lease Agreement with Teton County (Adams Canyon Winter Employee Housing), subject to minor changes by staff.
4. **Contract with Salt Lake Express.** To approve the Contract with Salt Lake City Express (SLE), subject to minor changes by staff.
5. **Termination of Original Revocable License for Chairlift Seating and Approval of a New Revocable License for Chairlift Seating – Home Ranch.** To approve the Termination of Original Revocable License for Chairlift Seating and Approval of a New Revocable License for Chairlift Seating – Home Ranch, subject to minor changes by staff.
6. **Contract with Jackson Hole Public Art.** To approve the Contract with Jackson Hole Public Art, subject to minor changes by staff.
7. **Contract with Zift for Merchant Processing.** To approve the Contract with Zift for Merchant Processing, subject to minor changes by staff.

E. **Award Bid 26-03 for the Purchase of a New Electric Truck.** To approve Bid #26-03 for the purchase of a new electric truck and award the bid to Fremont Motors of Lander, Wyoming, in the amount of \$59,349.

F. **Award Bid 26-04 for the Purchase of New Police Department Vehicles.** To approve Bid #26-04 for the purchase of four new Police Department Patrol vehicles and award the bid to Sheridan Motors of Sheridan, Wyoming, in the amount of \$152,478.

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

2025 Rodeo End of Season Report and 2026 Rodeo Dates. Roxanne DeVries Robinson and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Devon Viehman and seconded by Jonathan Schechter to approve the 2026 rodeo schedule as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Potential Reconsideration of Millward/Simpson Garage Overnight Pricing. Roxanne DeVries Robinson made staff comment. Council held discussion with staff. Doug Verant made public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to reconsider the vote on the motion to

approve a payment structure for car storage at the Town Parking Garage that occurred on October 6, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

The motion made by Jonathan Schechter and seconded by Devon Viehman on October 6, 2025 “to direct staff to implement a payment structure for car storage at the Town Parking Garage with first 8 hours free, then \$5 dollars per hour, up to a maximum daily rate of \$25 and direct staff to complete a survey of Jackson Street Apartments to determine additional parking needs of residents including the number of additional parking spaces and what level of pricing is attainable” was back before Council. Jonathan Schechter, the motion-maker, and Devon Viehman, the seconder, withdrew the motion.

A motion was made by Devon Viehman and seconded by Kevin Regan to continue the Millward/Simpson Garage Overnight Pricing item to the November 3, 2025 Regular Town Council Meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

90 Virginian Lane. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Municipal Court - Security Equipment and Associated Expenses. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Sperry to approve the purchase of security equipment and other associated expenses as described in this staff report dated October 20, 2025, in an amount not to exceed \$65,000.00 for the relocation of Municipal Court to the Town Council Chambers. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Discussion continued. A motion was made by Devon Viehman and seconded by Alyson Sperry to direct staff to request Teton County reimburse the Town for the purchase of security equipment and other associated expenses as described in this October 20, 2025, staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Discussion continued. A motion was made by Jonathan Schechter and seconded by Devon Viehman to have staff fully track all costs to the town associated with the tearing down of the Hansen Courthouse, including hard costs, soft costs, and staff hours. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Application for New Resort Hotel Liquor License for 930 Broadway Concession LLC at 930 W. Broadway Ave. This application was withdrawn by the applicant.

Boundary Adjustment at 564 and 570 E. Hansen Ave. (P25-155). Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to approve a Boundary Adjustment and Replat (P25-155) for the properties addressed as 564 E. Hansen Avenue and 570 E. Hansen Avenue, based upon the findings and condition presented in this staff report, the departmental reviews, and this staff report dated October 20, 2025, subject to minor changes by staff.

1. Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Award Bid 26-06 for the High School Rd. Pump House Project. Brian Lenz made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to:

1. Direct staff to award the bid to West Fork Construction, LLC for the West Jackson Water Transmission Project in the amount of \$3,193,557.20;
2. Approve the 26-06 Construction Contract with West Fork Construction, LLC for the West Jackson Water Transmission Project, subject to minor changes by staff;
3. Approve the overall West Jackson Water Transmission Project, including amendments to the FY26 budget as described herein with the next budget resolution.

Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance A: An Ordinance Adding Conflicts of Interest to Title 2.

AN ORDINANCE ADDING SECTION 2.50, CONFLICTS OF INTEREST, TO TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE MUNIPCAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Alyson Spery and seconded by Jonathan Schechter to adopt Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on second reading as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending Title 15 Regarding International Residential Code.

AN ORDINANCE AMENDING TITLE 15, CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance C: An Ordinance Amending Title 15 Regarding Contractor Licensing and Certification.

AN ORDINANCE AMENDING TITLE 15, CHAPTER 15.36, CONTRACTOR LICENSING AND CERTIFICATION, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinances B and C at third reading and designate them Ordinances 1446 and 1447. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance D: An Ordinance Amending Title 12 Regarding Human Interment.

AN ORDINANCE AMENDING CHAPTER 12.12, MUNICIPAL CEMETERY, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinance D on first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Jonathan Schechter discussed the MT2030 event in Breckenridge. Mayor Jorgensen provided an update from the Parks and Recreation Board.

Review of Federal Government Shutdown Letters 3 and 4. Council held discussion. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Congressional Delegation letters 3 and 4 as revised, subject to minor changes by staff. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council discussed having an external review of the Development Agreement and Financing Agreement for the 90 Virginian Lane project. Tyler Sinclair and Lea Colasuonno made staff comment. A motion was made by Alyson Spery and seconded by Jonathan Schechter to direct the Town Manager or their designee to draft a brief scoping staff report about development consulting on 90 Virginian Lane project to be added to an agenda within 30 days. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council discussed reconsiderations, the integrity of Town staff, and a press release recently issued by the Town about housing policy decisions made by the Council and Commission.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on temporary sign permits for Jackson Hole Farmer's Market, Soroptimist of Jackson Hole, and Art Association of Jackson Hole. A motion was made by Alyson Spery and seconded by Kevin Regan to approve the Town Manager's Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:20 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: October 29, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 23, 2025

JACKSON, WYOMING

The Jackson Town Council met in a special workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Kelly Thompson, Lea Colasuonno, Susan Scarlata, and Riley Hovorka. *Via Zoom:* Roxanne Robinson.

Strategic Budgeting. Tyler Sinclair, Lea Colasuonno, and Kelly Thompson made staff comment. Council held discussion with staff.

Council recessed at 10:52 a.m. and reconvened at 11:02 a.m.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 11:57 a.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: November 5, 2025

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6634	107 WEST DESIGN, LLC	25-07	NORTH KING/NORTH WILLOW	10/10/2025	3,875.00	.00	
Total 6634:					3,875.00	.00	
51	ACE HARDWARE	921603	KEY KRAFTER	09/24/2025	31.96	.00	
51	ACE HARDWARE	922107	CLAMP	09/30/2025	26.94	.00	
51	ACE HARDWARE	922429	FLAG MARK & PAINT	10/02/2025	45.87	.00	
51	ACE HARDWARE	922494	PAINT	10/03/2025	194.22	.00	
51	ACE HARDWARE	922514	COPPER TUBE & SOLDER	10/03/2025	56.98	.00	
51	ACE HARDWARE	922527	WALLPLATES	10/03/2025	26.85	.00	
51	ACE HARDWARE	922541	VINYL NUMBERS	10/03/2025	7.16	.00	
51	ACE HARDWARE	922754	PADLOCK	10/07/2025	39.99	.00	
51	ACE HARDWARE	922787	WIRE & BRUSH	10/07/2025	61.98	.00	
51	ACE HARDWARE	922873	BULBS	10/07/2025	29.97	.00	
51	ACE HARDWARE	922881	PAINT & HOOK	10/07/2025	43.96	.00	
51	ACE HARDWARE	922972	RESCUE TAPE	10/08/2025	14.99	.00	
51	ACE HARDWARE	923063	SCRAPER	10/09/2025	7.49	.00	
51	ACE HARDWARE	923103	POLYSHADE	10/09/2025	16.99	.00	
51	ACE HARDWARE	923153	SPRAY & DROPCLOTH	10/10/2025	13.48	.00	
51	ACE HARDWARE	923158	LOCK	10/10/2025	39.99	.00	
51	ACE HARDWARE	923166	WOOD, SCREWS & DRIVER BIT	10/10/2025	28.13	.00	
51	ACE HARDWARE	923213	BATTERY & SOCKET CAP	10/10/2025	22.77	.00	
51	ACE HARDWARE	923238	PH PAN	10/10/2025	9.56	.00	
51	ACE HARDWARE	923244	PH PANS RETURNED	10/10/2025	2.39-	.00	
51	ACE HARDWARE	923388	COVER	10/13/2025	4.99	.00	
51	ACE HARDWARE	923447	PAINT & PAN	10/13/2025	15.58	.00	
51	ACE HARDWARE	923467	LACQUER THINNER & ALCOHO	10/13/2025	27.98	.00	
51	ACE HARDWARE	923492	RAGS, STAIN & BRUSH	10/14/2025	59.45	.00	
51	ACE HARDWARE	923566	STRAP & NAILS	10/14/2025	12.98	.00	
51	ACE HARDWARE	923601	POLE, BUCKET & SCRUBBER	10/14/2025	189.94	.00	
51	ACE HARDWARE	923671	SCREWS & WASHERS	10/15/2025	3.25	.00	
51	ACE HARDWARE	923840	POWER CORD	10/16/2025	16.99	.00	
51	ACE HARDWARE	923845	POWER CORDS	10/16/2025	9.99	.00	
51	ACE HARDWARE	923921	CLAMP	10/17/2025	19.99	.00	
51	ACE HARDWARE	924147	ADAPTERS	10/20/2025	37.97	.00	
51	ACE HARDWARE	924150	WASHER HOSE & COUPLER	10/20/2025	16.98	.00	
51	ACE HARDWARE	924229	RESPIRATOR	10/21/2025	16.99	.00	
51	ACE HARDWARE	D49926	LED BULBS	05/01/2025	74.99	.00	
Total 51:					1,224.96	.00	
2269	AFLAC	795754	ACCOUNT #y9599	11/01/2025	1,574.03	1,574.03	11/01/2025
Total 2269:					1,574.03	1,574.03	
5726	AMAZON	13DQ-RGVT-4	KNIFE BLADES	10/06/2025	30.00	.00	
5726	AMAZON	16CJ-3V74-Y3	SAFETY GLASSES & ELECTRO	10/14/2025	187.77	.00	
5726	AMAZON	1DJ4-7Y17-41	CHIPS, POPCORN, NAME TAGS	10/20/2025	54.38	.00	
5726	AMAZON	1DJ4-7Y17-41	CHIPS, POPCORN, NAME TAGS	10/20/2025	56.20	.00	
5726	AMAZON	1GFN-PCMK-9	SPRAY	10/15/2025	21.98	.00	
5726	AMAZON	1KQF-R3RX-3	ICE MELT	10/16/2025	69.99	.00	
5726	AMAZON	1Q6C-D331-G7	BATTERY CHARGER	10/06/2025	607.53	.00	
5726	AMAZON	1R3Y-D7XK-X	BATTERY CHARGER	10/14/2025	199.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1W9C-VDJV-F	CHIPS	10/23/2025	14.09	.00	
5726	AMAZON	1Y4C-1RFR-N	RETURN AIRPODS	09/24/2025	249.00-	.00	
Total 5726:					992.93	.00	
383	ANTLER MOTEL, INC.	36P4AQ	ROOMS	10/20/2025	15,750.00	.00	
Total 383:					15,750.00	.00	
4389	APPLE INC	MC15785790	SHIPPING	10/14/2025	16.00	.00	
4389	APPLE INC	MC16169265	IPHONE & PLUG IN	10/14/2025	1,798.00	.00	
4389	APPLE INC	MC16758545	IPAD KEYBOARDS	10/16/2025	658.00	.00	
4389	APPLE INC	MC17392888	IPAD KEYBOARDS	10/17/2025	658.00	.00	
4389	APPLE INC	MC19594728	2 IPAD PROS & PLUG INS	10/23/2025	4,496.00	.00	
Total 4389:					7,626.00	.00	
1783	AT&T	287279795460	PHONE SERVICE	10/11/2025	315.66	.00	
Total 1783:					315.66	.00	
7523	ATELIER 43 LLC	2507-0425	APRIL DESIGN WORK	05/05/2025	531.25	.00	
7523	ATELIER 43 LLC	2507-0925	DESIGN WORK SEPT 2025	10/01/2025	2,452.50	.00	
Total 7523:					2,983.75	.00	
4583	AUTOMOTIVE EQUIPMENT	1882457	LABOR TO FIX VEHICLE	10/13/2025	636.03	.00	
Total 4583:					636.03	.00	
3754	AYLING, ALEX	10212025	FBI LEEDA TRAINING LEHI UT	10/21/2025	407.00	.00	
Total 3754:					407.00	.00	
6727	BRIGGS, ERIC L	ML0C000098	SLAYER	10/16/2025	112.27	.00	
Total 6727:					112.27	.00	
5996	BRIGHTLY	INV-200744	ASSET ESSENTIALS CONNECT	01/19/2023	2,546.37-	.00	
Total 5996:					2,546.37-	.00	
7060	BRINKMAN CONSULTING, INC	25-1387	PERFORMANCE 360S FOR TO	10/13/2025	3,750.00	.00	
Total 7060:					3,750.00	.00	
7754	BRODOWSKY, HAYDEN	10202025	REIMBURSEMENT - DEPUTY T	10/20/2025	1,639.92	.00	
Total 7754:					1,639.92	.00	
6156	BUCKRAIL	4896	SPONSORED POSTS	10/23/2025	630.00	.00	
Total 6156:					630.00	.00	
7748	CANVA US INC.	04664-604851	BUSINESS CARDS	10/09/2025	56.10	.00	
Total 7748:					56.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
544	CENTURYLINK	NOV25-334064	PHONE SERVICE	10/13/2025	65.88	.00	
544	CENTURYLINK	OCT25-333897	PHONE SERVICE	10/07/2025	2,340.97	.00	
Total 544:					2,406.85	.00	
5322	CHARGEPOINT, INC	IN372010	RETRACTOR CABLE	10/16/2025	145.00	.00	
Total 5322:					145.00	.00	
6114	CLIMB WYOMING	09302025	JULY-SEPTEMBER 2025 Q1	09/30/2025	1,531.25	.00	
Total 6114:					1,531.25	.00	
5126	COBALT TRUCK EQUIPMENT	N101126	BUMPER & S&H	09/04/2025	1,322.92	.00	
Total 5126:					1,322.92	.00	
7758	COLORADO ASSOCIATION OF	2147	REGISTRATION	10/20/2025	190.00	.00	
Total 7758:					190.00	.00	
260	COMMUNITY SAFETY NETWORK	10022025	OCT-DEC 2025	10/02/2025	20,000.00	.00	
Total 260:					20,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-912481-25	ETHANOL & DIESEL	10/07/2025	26,806.36	.00	
514	CONRAD & BISCHOFF INC.	IN-920009-25	DEF BULK	10/14/2025	516.92	.00	
Total 514:					27,323.28	.00	
4887	CONTROL SYSTEM TECHNOLO	11644	MODIFY HISTORIAN	08/25/2025	1,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11680	CORRECT HMI, ALARM & TROU	10/07/2025	1,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11687	ADD TEMP ALARMS	10/13/2025	600.00	.00	
Total 4887:					3,600.00	.00	
7663	COOK GRADING AND PAVING, L	10102025	FALL PATCHING & OVERLAY	10/10/2025	540,956.88	.00	
7663	COOK GRADING AND PAVING, L	10102025	FALL PATCHING & OVERLAY RE	10/10/2025	28,471.42	.00	
7663	COOK GRADING AND PAVING, L	10102025	FALL PATCHING & OVERLAY RO	10/10/2025	28,471.42-	.00	
Total 7663:					540,956.88	.00	
3272	COPYWORKS, LLC	251203	DOOR HANGERS	10/06/2025	330.00	.00	
Total 3272:					330.00	.00	
1691	CORE & MAIN LP	X743325	GATE VALVE	09/24/2025	140.61	.00	
1691	CORE & MAIN LP	X800380	GATE VALVE & BRASS NIPPLE	10/01/2025	177.61	.00	
1691	CORE & MAIN LP	X851708	GATE VALVE	10/02/2025	140.61-	.00	
Total 1691:					177.61	.00	
7576	CTAA	V3DB1759777	PASS 8 BASIC ONLINE COURSE	10/06/2025	28.00	.00	
Total 7576:					28.00	.00	
5002	CUSTOM ELECTRONIC CONSU	0626	AV UPGRADES	10/13/2025	64,733.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5002:					64,733.02	.00	
7111	DAWSON INFRASTRUCTURE S	INV216088	SEAL FOAM & HOOD ASSEMBL	10/15/2025	3,102.33	.00	
Total 7111:					3,102.33	.00	
4918	DEAN'S PEST CONTROL LLC	105006	MOUSE CONTROL	09/11/2025	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	105455	RODENT CONTROL	09/22/2025	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	105481	RODENT CONTROL	09/26/2025	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	105748	MOUSE CONTROL	09/09/2025	130.00	.00	
Total 4918:					400.00	.00	
7649	DECKER GLASS	IRSW010164	WINDSHIELD	10/09/2025	492.18	.00	
Total 7649:					492.18	.00	
7749	DEVINE, JOE	10172025	PHYSICAL	10/17/2025	175.00	.00	
Total 7749:					175.00	.00	
3881	DEX IMAGING	AR14183977	COPIES	10/21/2025	195.05	.00	
Total 3881:					195.05	.00	
6883	DIVISION OF CHILD SUPPORT	10162025	DCSE CASE #0005405448	10/16/2025	509.23	509.23	10/16/2025
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	23392	STAMP	07/01/2025	69.99	.00	
3408	E.R. OFFICE EXPRESS	23449	LABEL MAKER SUPPLIES	08/04/2025	73.67	.00	
3408	E.R. OFFICE EXPRESS	23478	NOTARY STAMP	08/26/2025	35.99	.00	
3408	E.R. OFFICE EXPRESS	23484	WIPES	09/02/2025	32.47	.00	
Total 3408:					212.12	.00	
7521	ELEMENT PLUMBING, INC.	102025	release bond 230 e pearl e25-022	10/20/2025	2,000.00	2,000.00	10/20/2025
Total 7521:					2,000.00	2,000.00	
1134	ENERGY LABORATORIES INC.	740192	LEAD COPPER	10/02/2025	739.00	.00	
1134	ENERGY LABORATORIES INC.	740777	OIL & GREASE	10/06/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	742308	LEAD COPPER	10/12/2025	285.00	.00	
1134	ENERGY LABORATORIES INC.	742309	LEAD COPPER	10/12/2025	338.00	.00	
1134	ENERGY LABORATORIES INC.	742838	OIL & GREASE	10/14/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	743887	PHOSPHORUS	10/17/2025	800.00	.00	
1134	ENERGY LABORATORIES INC.	743891	PHOSPHORUS	10/17/2025	183.00	.00	
Total 1134:					2,689.00	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	190,826.64	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	10,043.51-	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	37,961.83	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	1,997.99-	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	10,043.51	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	31,167.86	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	1,997.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	592,189.29	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	31,167.86-	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	15,717.27	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	15,717.27-	.00	
81	EVANS CONSTRUCTION INC	25-04 AUG 202	GREGORY LANE INFRASTRUC	10/22/2025	298,628.09	.00	
Total 81:					1,119,605.85	.00	
3885	EVIDENT	254478A	TESTS, GLOVES & TAPE	10/10/2025	841.61	.00	
Total 3885:					841.61	.00	
6293	EVOLUTION CONCRETE CUTTI	12096	CONCRETE	10/07/2025	8,680.00	.00	
Total 6293:					8,680.00	.00	
3195	FERGUSON ENTERPRISES, IN	4064456	FLUSH VALVE	10/17/2025	252.98	.00	
Total 3195:					252.98	.00	
4709	FLEETPRIDE	123962585	paid invoice #12962585	03/05/2025	.00	.00	
4709	FLEETPRIDE	129350709	SOLENOID	10/08/2025	141.38	.00	
Total 4709:					141.38	.00	
6605	FLOYD'S TRUCK CENTER	X302080152:0	CAB SHIELD WELDMENT	10/08/2025	3,169.00	.00	
Total 6605:					3,169.00	.00	
6676	Fodor Law Office	5592	ENCROACHMENT AGREEMENT	06/19/2025	312.50	.00	
6676	Fodor Law Office	5683	ENCROACHMENT AGREEMENT	07/15/2025	1,707.50	.00	
Total 6676:					2,020.00	.00	
668	FREEDOM MAILING SERVICE I	51412	UTILITY BILLING	10/10/2025	978.38	.00	
668	FREEDOM MAILING SERVICE I	51412	UTILITY BILLING	10/10/2025	978.38	.00	
Total 668:					1,956.76	.00	
6633	FURBER, WINSLOW	10142025	BOOTS	10/14/2025	118.99	.00	
Total 6633:					118.99	.00	
7746	GARCIA, DAVID	10142025	REIMBURSEMENT FOR TRAVEL	10/14/2025	1,966.70	.00	
Total 7746:					1,966.70	.00	
7744	GRAND TETON PLAZA	101525	return of bond e24-0242 800 west	10/15/2025	1,000.00	1,000.00	10/15/2025
Total 7744:					1,000.00	1,000.00	
5452	HABITAT FOR HUMANITY	10162025	PLAN REVIEW FEE B25-0220	10/16/2025	564.00	.00	
Total 5452:					564.00	.00	
93	HACH CHEMICAL CO.	14712988	CHEMICALS	10/14/2025	2,072.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 93:					2,072.53	.00	
7750	HAMMONDS, DEBBIE	10102025	PHYSICAL	10/10/2025	130.00	.00	
Total 7750:					130.00	.00	
4988	HD FOWLER COMPANY	I7140153	ADAPTERS, ELBOWS, REDUCE	09/28/2025	1,112.50	.00	
4988	HD FOWLER COMPANY	I7149703	HOSE NOZZLES	10/07/2025	265.50	.00	
Total 4988:					1,378.00	.00	
7680	HDR ENGINEERING, INC	1200765543	GREGORY LANE REBUILD	10/13/2025	1,550.00	.00	
7680	HDR ENGINEERING, INC	1200765545	SNOW KING TANK OVERFLOW	10/13/2025	7,052.50	.00	
Total 7680:					8,602.50	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	22.15	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	20.53	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	18.55	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0532343	LAUNDRY	10/02/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0532892	Laundry	10/06/2025	194.68	.00	
96	HIGH COUNTRY LINEN	0533521	MATS	10/08/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	20.53	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	18.55	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	8.95	.00	
96	HIGH COUNTRY LINEN	0533646	LAUNDRY	10/09/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0534229	MATS	10/13/2025	53.45	.00	
96	HIGH COUNTRY LINEN	0535450	MATS	10/20/2025	11.17	.00	
96	HIGH COUNTRY LINEN	0535809	MATS	10/22/2025	72.94	.00	
96	HIGH COUNTRY LINEN	C0529653	EXPRESS TORK	09/17/2025	132.25	.00	
96	HIGH COUNTRY LINEN	S0533542	SUPPLIES	10/08/2025	262.29	.00	
96	HIGH COUNTRY LINEN	S0534576	SUPPLIES	10/14/2025	80.92	.00	
96	HIGH COUNTRY LINEN	S0534603	SUPPLIES	10/15/2025	184.17	.00	
96	HIGH COUNTRY LINEN	S0534604	SUPPLIES	10/14/2025	93.06	.00	
Total 96:					1,339.36	.00	
6041	HOLE FOOD RESCUE	09102025	CONTRACT PMT 1 OF 4	09/10/2025	6,250.00	.00	
Total 6041:					6,250.00	.00	
6121	IDENTISYS, INC	740503	SERVICE CONTRACT	10/21/2025	695.00	.00	
Total 6121:					695.00	.00	
4677	IDEXX DISTRIBUTION, INC.	3186207031	GAMMA IRRAD COLILERT	10/13/2025	528.55	.00	
Total 4677:					528.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2197	IIMC	10162025	DUES AND SUBSCRIPTION TO	10/16/2025	195.00	.00	
Total 2197:					195.00	.00	
6720	IMMIGRANT HOPE	10202025	IMMIGRATION FEES, SOFTWARE	10/20/2025	2,000.00	.00	
Total 6720:					2,000.00	.00	
106	INTERSTATE BATTERY	950007495	BATTERY	10/13/2025	317.90	.00	
Total 106:					317.90	.00	
1073	INTOXIMETERS INC.	793397	SUPPLIES	07/31/2025	537.00	.00	
Total 1073:					537.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000168	TRASH SERVICE	10/02/2025	20,174.66	.00	
Total 6954:					20,174.66	.00	
2	JACKSON CURBSIDE INC.	00033163	RECYCLING	10/10/2025	255.00	.00	
2	JACKSON CURBSIDE INC.	00033170	RECYCLING	10/10/2025	555.00	.00	
2	JACKSON CURBSIDE INC.	00033182	RECYCLING	10/10/2025	2,266.00	.00	
Total 2:					3,076.00	.00	
7163	JACKSON GROUP LOCKBOX	699855IFX1	AIR FILTER	10/07/2025	147.84	.00	
7163	JACKSON GROUP LOCKBOX	707221IF	WORKLIGHT	10/03/2025	41.90	.00	
7163	JACKSON GROUP LOCKBOX	707455IF	FUEL FILTER	10/07/2025	618.74	.00	
7163	JACKSON GROUP LOCKBOX	707616IF	NITROGEN SENSOR	10/09/2025	836.15	.00	
Total 7163:					1,644.63	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 2025 - 1 O	CONTRACT PAYMENT	07/15/2025	12,500.00	.00	
Total 858:					12,500.00	.00	
67	JACKSON HOLE HISTORICAL S	08042025	JULY-AUGUST 2025 CONTRACT	08/04/2025	5,000.00	.00	
Total 67:					5,000.00	.00	
131	JACKSON HOLE NEWS & GUID	381465	WATER RESTRICTION	09/10/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	381626	WATER RESTRICTION	09/17/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	381804	WATER RESTRICTION	09/24/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	382132	WATER RESTRICTION	09/30/2025	3,749.90	.00	
131	JACKSON HOLE NEWS & GUID	382466	ADVERTISING	10/15/2025	100.00	.00	
131	JACKSON HOLE NEWS & GUID	382468	WESTWOOD CURTIS	10/15/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	382630	TRANSIT SYSTEM SUPERVISOR	10/22/2025	240.00	.00	
Total 131:					6,130.90	.00	
114	JACKSON LUMBER INC	0001135064-00	STRINGLINE	10/07/2025	18.50	.00	
114	JACKSON LUMBER INC	0001136721-00	GUTTER & DOWNSPOUT	10/13/2025	13.67	.00	
Total 114:					32.17	.00	
5046	JANAK, ADAM	102125	release bond 504 cache creek dri	10/21/2025	12,000.00	12,000.00	10/21/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5046:					12,000.00	12,000.00	
7442	JOE JOHNSON EQUIPMENT	P03260	DIRT SHOE RUBBER & SCRAPE	09/26/2025	608.51	.00	
7442	JOE JOHNSON EQUIPMENT	S00413	ELGIN PELICAN TRAINING	10/02/2025	3,000.00	.00	
7442	JOE JOHNSON EQUIPMENT	S00413	ELGIN PELICAN TRAINING	10/02/2025	3,000.00	.00	
Total 7442:					6,608.51	.00	
139	JORGENSEN ASSOCIATES, PC	68419	void receipt	10/01/2025	1,395.00-	.00	
Total 139:					1,395.00-	.00	
4275	JORGENSEN, ARNE OLAUS	10142025	HOTEL - WAM BOARD IN PINED	10/14/2025	236.17	.00	
Total 4275:					236.17	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	756194227	INTERNET	10/01/2025	1.56	.00	
Total 7681:					1.56	.00	
7739	MED-ENG, LLC	INV0050-0083	BATTERY WITH CHARGER	09/25/2025	2,823.00	.00	
Total 7739:					2,823.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7810395001	SORBENT, SCREWS, NUTS, CA	07/07/2025	217.20	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7980359001	SCREWS, WASHERS, & CONNE	09/25/2025	227.59	.00	
Total 4623:					444.79	.00	
257	NAPA AUTO PARTS INC.	342337	CURVBEAM	10/01/2025	47.39	.00	
257	NAPA AUTO PARTS INC.	343655	OIL FILTER	10/06/2025	9.74	.00	
257	NAPA AUTO PARTS INC.	343668	AIR FILTER	10/06/2025	31.82	.00	
257	NAPA AUTO PARTS INC.	343735	CONNECTOR	10/06/2025	21.99	.00	
257	NAPA AUTO PARTS INC.	343784	TAPE A WEIGHT	10/06/2025	55.99	.00	
257	NAPA AUTO PARTS INC.	344009	OIL FILTER	10/07/2025	5.69	.00	
257	NAPA AUTO PARTS INC.	344018	POWER STEERING FLUID	10/07/2025	13.98	.00	
257	NAPA AUTO PARTS INC.	344080	TUBING, BOLT, EXHAUST HANG	10/07/2025	44.44	.00	
257	NAPA AUTO PARTS INC.	344082	BATTERY CABLE CONNECTOR	10/07/2025	71.00	.00	
257	NAPA AUTO PARTS INC.	344227	TURN SIGNAL	10/08/2025	25.92	.00	
257	NAPA AUTO PARTS INC.	344299	OIL FILTER	10/08/2025	5.90	.00	
257	NAPA AUTO PARTS INC.	344335	OIL FILTER & AIR ELEMENT	10/08/2025	48.54	.00	
257	NAPA AUTO PARTS INC.	344349	OIL	10/08/2025	59.12	.00	
257	NAPA AUTO PARTS INC.	344603	FUEL FILTERS	10/09/2025	54.69	.00	
257	NAPA AUTO PARTS INC.	344864	BRAKE ROTOR	10/10/2025	138.00	.00	
257	NAPA AUTO PARTS INC.	345010	SCREWS	10/10/2025	2.72	.00	
257	NAPA AUTO PARTS INC.	345401	AIR & FUEL FILTER	10/13/2025	75.68	.00	
257	NAPA AUTO PARTS INC.	345604	AIR & OIL FILTER	10/13/2025	26.14	.00	
257	NAPA AUTO PARTS INC.	345703	GLOW PLUG	10/14/2025	35.98	.00	
257	NAPA AUTO PARTS INC.	345799	FUSE	10/14/2025	6.74	.00	
257	NAPA AUTO PARTS INC.	345827	FUSE	10/14/2025	13.48	.00	
257	NAPA AUTO PARTS INC.	345867	VACUUM TUBING	10/14/2025	5.56	.00	
257	NAPA AUTO PARTS INC.	345889	DISC BRAKE	10/14/2025	20.98	.00	
Total 257:					821.49	.00	
187	NELSON ENGINEERING	68203	WEST BROADWAY LANDSLIDE	09/02/2025	71.25	.00	
187	NELSON ENGINEERING	68646	HIGH SCHOOL RD WATER SUP	10/10/2025	21,208.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					21,279.40	.00	
5814	OLD WILSON SCHOOL AND CO	10232025	TOWN COUNCIL RETREAT LOC	10/23/2025	830.00	.00	
Total 5814:					830.00	.00	
5870	ONE 22, INC.	5220	25% OF CONTRACT	09/30/2025	45,000.00	.00	
Total 5870:					45,000.00	.00	
1504	ONE CALL OF WYOMING	77105	SEP CDC CODE TJK	10/09/2025	378.00	.00	
Total 1504:					378.00	.00	
4894	PLATT	6R31051	COUPLERS	10/07/2025	15,456.57	.00	
Total 4894:					15,456.57	.00	
7591	POINT S REXBURG	920001052	TIRES	10/03/2025	948.68	.00	
Total 7591:					948.68	.00	
7730	POST LAKE LENDING	10162025	J1P-012-05ET	10/16/2025	438.87	438.87	10/16/2025
Total 7730:					438.87	438.87	
6483	PREMIER TRUCK- SALT LAKE C	775752927	FUEL PUMP & WASHER	09/17/2025	708.78	.00	
6483	PREMIER TRUCK- SALT LAKE C	775752944	ACTUATOR	09/17/2025	360.22	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775743311	CORE RETURN	10/10/2025	332.50-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775751873	TUBE	10/08/2025	142.90-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775751895	CORE RETURN	10/10/2025	282.63-	.00	
Total 6483:					310.97	.00	
7757	PROFESSIONAL WINDOWS AN	10825	50% DEPOSIT BULLET PROOF	10/14/2025	23,775.00	.00	
Total 7757:					23,775.00	.00	
6069	RAFTELIS	42387	MASTER METER RATE	10/20/2025	525.00	.00	
Total 6069:					525.00	.00	
7341	RICH, SAMUEL	1014255418	MAGNETIC TRAY, IMPACT DRIL	10/14/2025	525.01	.00	
Total 7341:					525.01	.00	
7751	RILEY, KYLE	1443	TREE REMOVAL & STUMP GRIN	10/03/2025	800.00	.00	
Total 7751:					800.00	.00	
7759	RIZZOTTI, KENNETH	102425	RELEASE BOND B20-0537 445	10/24/2025	16,000.00	16,000.00	10/24/2025
Total 7759:					16,000.00	16,000.00	
6424	SCHECHTER, JONATHAN	10232025	MT 2030 & CAST CONFERENCE	10/23/2025	1,658.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6424:					1,658.05	.00	
7203	SCHWARTZ, ANDY	08282025	LOBBYING SERVICES 2 OF 12	08/28/2025	5,000.00	.00	
Total 7203:					5,000.00	.00	
201	SENIOR CENTER OF JACKSON	19163	JULY-SEPTEMBER 2025	09/09/2025	35,505.00	.00	
Total 201:					35,505.00	.00	
4359	SHERWIN-WILLIAMS CO.	7188-3	PAINT	10/02/2025	56.95	.00	
4359	SHERWIN-WILLIAMS CO.	7202-2	PAINT & SUPPLIES	10/02/2025	71.23	.00	
Total 4359:					128.18	.00	
6365	SIGN IT NOW INC	14797	LOGO STICKERS	10/13/2025	2,040.00	.00	
Total 6365:					2,040.00	.00	
7752	SIMONSON, MARSHALL	10202025	REIMBURSEMENT TRAVEL - NE	10/20/2025	4,452.40	.00	
Total 7752:					4,452.40	.00	
4931	SNOW KING HOTEL	10162025	HOLIDAY PARTY 2025	10/16/2025	9,240.00	9,240.00	10/16/2025
Total 4931:					9,240.00	9,240.00	
7713	Southern Tire Mart LLC	6550000587	TIRE CHANGE	10/09/2025	69.00	.00	
Total 7713:					69.00	.00	
3961	SPECTRUM	173067801100	INTERNET	10/07/2025	100.00	.00	
Total 3961:					100.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334622104	DENTAL & MEDICINE	02/08/2024	507.02	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334625575	VACCINE	04/29/2024	52.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334632033	VACCINE	09/10/2024	32.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334632643	NEUTER, DENTAL, & MEDICINE	09/25/2024	2,099.77	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334637105	VACCINE	01/06/2025	51.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334639466	VACCINE	02/14/2025	54.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334639645	XRAY & MEDICINE	02/18/2025	1,031.69	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640119	EXAM	02/25/2025	124.05-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640120	EXAM	02/25/2025	124.05-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640121	URINALYSIS	02/25/2025	41.66-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640237	BALANCE TRANSFER	02/26/2025	204.97-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640249	MEDICINE	02/26/2025	30.35	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334640486	VACCINE	03/03/2025	33.91	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334645392	EXAM	05/27/2025	56.14	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334645393	MEDICINE	05/27/2025	149.61	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334646185	EXAM & VACCINES	06/09/2025	313.34	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334646185	EXAM & MEDICINE	06/09/2025	177.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334646185	FINGER BRUSH KIT	06/09/2025	10.10	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647004	EXAM	06/23/2025	.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334647956	MEDICINE	07/08/2025	343.97	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334648802	VACCINE	07/22/2025	119.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334648975	VACCINE	07/24/2025	104.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	5334648975	EXAM & VACCINES	07/24/2025	158.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649239	EXAM	07/28/2025	109.00-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649241	VACCINE	07/28/2025	14.99-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649243	VACCINE	07/28/2025	5.25-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649249	VACCINE	07/28/2025	12.49-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649250	VACCINE	07/28/2025	2.50-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649252	VACCINE	07/28/2025	12.49-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649253	VACCINE	07/28/2025	2.50-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649255	VACCINE	07/28/2025	12.49-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649259	VACCINE	07/28/2025	2.50-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649260	EXAM	07/28/2025	85.74-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649261	EXAM	07/28/2025	105.46-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649268	EXAM	07/28/2025	110.45-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649269	REFUNDS	07/28/2025	156.87-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649272	EXAM & MEDICINE	07/28/2025	34.44-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649917	VACCINE	08/06/2025	37.46	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334649926	VACCINE	08/06/2025	37.46	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650350	VACCINE	08/12/2025	35.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650351	VACCINES & MEDICINE	08/12/2025	247.38	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650353	ANESTHESIA & MEDICINE	08/12/2025	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650354	VACCINE	08/12/2025	94.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650355	VACCINE	08/12/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650355	EXAM & VACCINES	08/12/2025	635.62	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650356	VACCINE	08/12/2025	35.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650357	VACCINE	08/12/2025	86.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650358	EXAM & VACCINES	08/12/2025	87.56	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650359	MEDICINE	08/12/2025	246.77	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650360	VACCINE	08/12/2025	35.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650361	VACCINE	08/12/2025	12.49-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650363	VACCINE	08/12/2025	55.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650364	XRAY & MEDICINE	08/12/2025	418.38	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650365	EXAM & VACCINES	08/12/2025	55.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334650814	VACCINE	08/20/2025	104.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652088	paid with incorrect invoice number	09/10/2025	.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652147	BALANCE TRANSFER	09/11/2025	418.38-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652241	VACCINE	09/12/2025	109.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652371	EXAM & MEDICINE	09/16/2025	173.72	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652371	VACCINE	09/16/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652431	NEUTER & MEDICINE	09/16/2025	340.19	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652937	MEDICINE & EXAM	09/25/2025	151.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652938	MEDICINE	09/25/2025	87.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652939	EXAM & VACCINES	09/25/2025	302.13	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652940	EXAM, VACCINES & RADIATION	09/25/2025	512.41	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652941	EXAM & VACCINES	09/25/2025	91.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334652942	EXAM & VACCINES	09/25/2025	91.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334653197	MEDICINE	09/29/2025	54.77	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334653198	EXAM	09/29/2025	128.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334653276	THYROID	09/30/2025	123.19	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334654214	MEDICINE	10/15/2025	412.45	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334654258	ANESTHESIA & MEDICINE	10/15/2025	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334654259	MEDICINE	10/15/2025	20.34	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334654711	VACCINE	10/22/2025	35.59	.00	
Total 1505:					8,815.10	.00	
251	STANDARD PLUMBING SUPPLY	ZKR297	REPAIR KIT	10/14/2025	28.35	.00	
251	STANDARD PLUMBING SUPPLY	ZKRB02	REPAIR KIT	10/14/2025	.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 251:					28.35	.00	
7755	STAR VALLEY HEALTH	10152025	DRUG TESTING FOR PD RECR	10/15/2025	230.30	.00	
Total 7755:					230.30	.00	
4294	STATE FIRE IDAHO	12639755	ANNUAL SERVICE TOWN HALL	09/30/2025	134.00	.00	
4294	STATE FIRE IDAHO	12639791	ANNUAL SERVICE WELL BLDG	09/30/2025	155.00	.00	
4294	STATE FIRE IDAHO	12639833	ANNUAL SERVICE PARKING GA	09/30/2025	757.00	.00	
4294	STATE FIRE IDAHO	12639867	ANNUAL SERVICE SNOW KING	09/30/2025	267.00	.00	
4294	STATE FIRE IDAHO	12640101	ANNUAL SERVICE WASTE WAT	09/30/2025	155.00	.00	
4294	STATE FIRE IDAHO	12640165	ANNUAL SERVICE CITY SHOPS	09/30/2025	99.00	.00	
4294	STATE FIRE IDAHO	12640216	ANNUAL SERVICE & EXTINGUI	09/30/2025	1,457.00	.00	
4294	STATE FIRE IDAHO	12640228	ANNUAL SERVICE - VERTICAL	09/30/2025	64.00	.00	
4294	STATE FIRE IDAHO	12641014	WET SYSTEM INSPECTION - H	09/30/2025	460.00	.00	
4294	STATE FIRE IDAHO	12641026	WET SYSTEM INSPECTION & T	09/30/2025	600.00	.00	
4294	STATE FIRE IDAHO	12641058	WET SYSTEM INSPECTION & T	09/30/2025	395.00	.00	
4294	STATE FIRE IDAHO	12641064	ANNUAL INSPECTION - TOWN	09/30/2025	210.00	.00	
4294	STATE FIRE IDAHO	12641117	ANNUAL INSPECTION START B	09/30/2025	300.00	.00	
4294	STATE FIRE IDAHO	12641127	ANNUAL INSPECTION - PARKIN	09/30/2025	355.27	.00	
4294	STATE FIRE IDAHO	12641135	ANNUAL INSPECTION HOME R	09/30/2025	300.00	.00	
4294	STATE FIRE IDAHO	12641138	ANNUAL INSPECTION SNOW KI	09/30/2025	490.00	.00	
4294	STATE FIRE IDAHO	12641141	ANNUAL INSPECTION SI FERRI	09/30/2025	405.00	.00	
4294	STATE FIRE IDAHO	12641181	WET SYSTEM INSPECTION & T	09/30/2025	570.00	.00	
4294	STATE FIRE IDAHO	12641197	ANNUAL INSPECTION ANIMAL S	09/30/2025	300.00	.00	
4294	STATE FIRE IDAHO	12641198	ANNUAL INSPECTION VERTICA	09/30/2025	370.00	.00	
4294	STATE FIRE IDAHO	12641200	ANNUAL INSPECTION ICE ARE	09/30/2025	370.00	.00	
4294	STATE FIRE IDAHO	12641201	ANNUAL INSPECTION PUBLIC	09/30/2025	380.00	.00	
4294	STATE FIRE IDAHO	12641351	SPRINKLER INSPECTION & TES	09/30/2025	325.00	.00	
4294	STATE FIRE IDAHO	12641353	WET SYSTEM INSPECTION & T	09/30/2025	600.00	.00	
4294	STATE FIRE IDAHO	12641362	WET SYSTEM INSPECTION & T	09/30/2025	765.00	.00	
4294	STATE FIRE IDAHO	12641403	SPRINKLER INSPECTION & TES	09/30/2025	375.00	.00	
4294	STATE FIRE IDAHO	12641647	REPAIRS - PARKING GARAGE	09/30/2025	654.87	.00	
Total 4294:					11,313.14	.00	
7756	STEALTH MODE THREE LLC	825444	BASEBALL CAPS (500)	10/21/2025	4,484.38	.00	
Total 7756:					4,484.38	.00	
7740	SUPPLYHOUSE LLC	24447851	SOLENOID VALVE & BOTTLE FI	10/10/2025	329.04	.00	
Total 7740:					329.04	.00	
7076	SUSTAINABLE STRATEGIES DC	4646	GRANT SERVICES MONTHLY R	10/01/2025	7,500.00	.00	
Total 7076:					7,500.00	.00	
6554	TETON COUNTY HISTORIC	10072025	JULY-SEPTEMBER 2025 SERVIC	10/07/2025	13,425.00	.00	
Total 6554:					13,425.00	.00	
581	TETON COUNTY INTEGRATED	11359	CARDBOARD PICKUP	10/16/2025	129.00	.00	
Total 581:					129.00	.00	
2362	TETON COUNTY PUBLIC HEALT	25-2928	water test	06/30/2025	200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2362:					200.00	.00	
6902	TETON COUNTY PUBLIC WORK	2026-2	TASK WORK ORDER #2 TRANS	10/09/2025	133.09	.00	
6902	TETON COUNTY PUBLIC WORK	2026-2	TASK WORK ORDER #1 GRANT	10/09/2025	4,098.32	.00	
6902	TETON COUNTY PUBLIC WORK	2026-2	TASK WORK ORDER #3 PUBLIC	10/09/2025	110.27	.00	
Total 6902:					4,341.68	.00	
1614	TETON COUNTY-FUND 10	08192025	JULY ADMIN	08/19/2025	7,927.50	.00	
1614	TETON COUNTY-FUND 10	10212025	SECURITY DEPOSIT ADAMS CA	10/21/2025	6,146.00	.00	
1614	TETON COUNTY-FUND 10	10212025	NOVEMBER RENT ADAMS CAN	10/21/2025	6,146.00	.00	
Total 1614:					20,219.50	.00	
392	TETON LITERACY CENTER	10022025	TETON LITERACY CENTER	10/02/2025	11,786.25	.00	
392	TETON LITERACY CENTER	10032025	JULY-SEPT	10/03/2025	11,786.25	.00	
Total 392:					23,572.50	.00	
268	TETON MOTORS INC	10032025	2024 WHITE CHEVROLET SILVE	10/03/2025	31,888.00	.00	
268	TETON MOTORS INC	5114215 1	SHAFT	09/05/2025	362.18	.00	
268	TETON MOTORS INC	5114491 1	FILTER KIT & TRANSMISSION F	10/08/2025	129.85	.00	
Total 268:					32,380.03	.00	
7151	TETON TRUST FOR HISTORIC	09302025	EASEMENT SERVICES JULY-SE	09/30/2025	7,500.00	.00	
Total 7151:					7,500.00	.00	
298	TETON YOUTH & FAMILY SERVI	9103	Q1 BILLING	09/30/2025	105,292.75	.00	
Total 298:					105,292.75	.00	
3237	THE AFTERMARKET PARTS CO	83996732	ASM TOGGLE	10/06/2025	83.78	.00	
Total 3237:					83.78	.00	
154	THE CHILDREN'S LEARNING C	10022025	2Q FUNDING	10/02/2025	37,822.75	.00	
154	THE CHILDREN'S LEARNING C	10232025	1Q FUNDING	10/23/2025	37,822.75	.00	
Total 154:					75,645.50	.00	
6810	THE TIRE RACK, INC.	UA67834	TIRES	10/02/2025	621.21	.00	
6810	THE TIRE RACK, INC.	UA67840	TIRES	10/02/2025	207.07	.00	
6810	THE TIRE RACK, INC.	UB00045	TIRES	10/07/2025	1,177.56	.00	
6810	THE TIRE RACK, INC.	UB82062	TIRES	10/15/2025	3,140.16	.00	
Total 6810:					5,146.00	.00	
6363	TMSC LLC	2025-005-15	WIRE COMPRESSOR	10/20/2025	240.00	.00	
6363	TMSC LLC	2025-005-15	SERVER ROOM CONSTRUCTIO	10/20/2025	5,120.00	.00	
Total 6363:					5,360.00	.00	
4649	ULINE	196863310	PARTICLE BOARD FOR BULK S	08/19/2025	1,803.34	.00	
4649	ULINE	197728936	AMMONIA/METHYLAMINE & RE	09/10/2025	452.76	.00	
4649	ULINE	199199891	SIGN, AIR FILTERS, GUARD RAI	10/14/2025	654.61	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4649	ULINE	199199891	SIGN, AIR FILTERS, GUARD RAI	10/14/2025	188.61	.00	
4649	ULINE	199199891	SIGN, AIR FILTERS, GUARD RAI	10/14/2025	350.02	.00	
Total 4649:					3,449.34	.00	
706	USA BLUE BOOK	INV00845769	HYDRANT VALVE	10/02/2025	2,921.78	.00	
Total 706:					2,921.78	.00	
5141	VALENTINE, TYLER	10202025	WESTERN PLANNING CONFER	10/20/2025	305.00	.00	
Total 5141:					305.00	.00	
7747	VEMCO, INC.	427997	START UP ON VERTIV DS UNIT	09/30/2025	5,400.00	.00	
Total 7747:					5,400.00	.00	
1949	VERIZON WIRELESS	6124967458	CELL PHONES	10/01/2025	6,346.44	.00	
Total 1949:					6,346.44	.00	
7330	VOICES JACKSON HOLE	1062	2025-2026 FULL OUTREACH ME	10/02/2025	1,500.00	.00	
Total 7330:					1,500.00	.00	
2247	WATKINS, MARK	10212025	DUI VIP SPEAKER	10/21/2025	72.05	.00	
Total 2247:					72.05	.00	
6226	WEST COAST CODE CONSULT	UT25-579B-01	LOOP, HCO, BUDGE, & PW BAT	10/03/2025	1,460.00	.00	
Total 6226:					1,460.00	.00	
1640	WESTERN STATE	IN003253083	CLIP, PIN, ROD END, WASHER	07/07/2025	142.19	.00	
Total 1640:					142.19	.00	
472	WHITE GLOVE CLEANING, INC.	13207	JANITORIAL	09/30/2025	400.00	.00	
Total 472:					400.00	.00	
3564	WILD THINGS	16699	SMARTCAP COMMERCIAL 21-2	09/30/2025	4,295.00	.00	
Total 3564:					4,295.00	.00	
7207	WILSON, BRIAN	10132025	AMMONIA REFRIGERATION CO	10/13/2025	280.00	.00	
Total 7207:					280.00	.00	
7696	WINDCAVE INC	3009305	SERVICE FEES	09/30/2025	10.99	.00	
Total 7696:					10.99	.00	
4198	WYOMING FIRST AID & SAFETY	90001695	first aid kit resupply	10/08/2025	422.98	.00	
Total 4198:					422.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					2,483,470.94	42,762.13	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

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

STAFF REPORT



Meeting Date:	November 3, 2025	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

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

Recommendations.

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

Background, Analysis, and Key Policy Questions.

1. Contract with Fabric Labs, Inc.

- **Purpose:** The purpose of this item is to assign our current telehealth provider contract with UCM Digital Health, Inc. to Fabric Labs, Inc. Fabric Labs, Inc. has purchased the services and contract that UCM provided to the Town. The UCM contract was approved at the [Regular Town Council Meeting - July 21, 2025](#). Fabric Labs, Inc. has been a partner of UCM and services the telehealth product. Staff do not have concerns with this assignment.
- **Term:** July 1, 2025 – July 1, 2027
- **Cost and Payment Terms:** The cost of *this assignment* is \$0.00 (the cost for the underlying contract the Town already entered into with UCM remains the same).
- **Department & Budget Detail:** The cost for the underlying contract remains the same – it is included in the Employee Insurance Fund budget for the Medical Expenditures line item in the Finance Department.

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

Possible Alternatives.

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

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

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

Attachments or Links.

The contracts in the order listed above are attached to the staff report as follows:

1. Contract with Fabric Labs, Inc.

Suggested Motion.

1. I move to approve the Contract with Fabric Labs, Inc., subject to minor changes by staff.

VIA EMAIL

September 8, 2025

Town of Jackson
150 E Pearl Ave
Jackson, WY 83001

ATTN: Riley Hovorka

Re: Consent to Assignment

Ladies and Gentlemen:

Reference is made to that certain **Employer Group Agreement**, dated as of **July 23, 2025** (as amended, the “**Agreement**”), by and between **UCM Digital Health, Inc.** (the “**Company**”) and **Town of Jackson** (“**you**”). Please note that this correspondence is highly confidential and should not be disclosed or otherwise transmitted to any other person or entity, nor shall the information in this letter be used for any purpose other than for the proper fulfillment of the parties’ respective obligations under the Agreement.

The Company is pleased to inform you that it intends to enter into a transaction (the “**Transaction**”) with **Fabric Labs, Inc.**, a Delaware corporation (“**Purchaser**”), which will include an assignment and transfer of the Agreement by the Company to Purchaser (the “**Assignment**”).

In light of the foregoing, we request that you sign this letter and unconditionally and irrevocably, (i) consent to the Assignment and agree that such Assignment will not breach or violate any provision of the Agreement and that the Agreement presently in effect with the Company will remain in effect with Purchaser after the closing of the Transaction on the same terms and conditions prior to such closing; (ii) acknowledge and agree that this letter satisfies any and all notice or other procedural requirements set forth in the Agreement with respect to the Assignment (including any time requirements related thereto); and (iii) waive any and all rights and remedies you may have under the Agreement with respect to the Transaction and the Assignment, including, without limitation, any rights to terminate, amend or modify the Agreement, accelerate or increase the amount of any payment owed to you; declare a breach or default; or impose penalties, transfer fees or costs. Your consent will take effect immediately upon return of an executed counterpart of this letter. In the event that the Transaction is not consummated for any reason, this letter shall automatically terminate and be of no further force or effect.

Please execute this letter where indicated below and return it by email to your account manager at accountmanagement@ucmdigitalhealth.com by no later than September 15th, 2025. This letter may be executed in multiple counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile, .pdf, DocuSign or other electronic means shall be deemed to be their original signatures for all purposes.

Should you wish to discuss this letter or the facts or circumstances giving rise thereto, please feel free to contact the account manager at the email address listed above. Your assistance in expediting this matter will be greatly appreciated. Thank you for your consideration.

Sincerely,

ACKNOWLEDGED, ACCEPTED AND AGREED:

UCM Digital Health, Inc.

Town of Jackson

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

STAFF REPORT



Meeting Date:	November 3, 2025	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	2025 Cache Creek Drive Storm Inlets Project Bid Award	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to award a bid to Ridgeline Excavation, Inc. in the amount of \$122,750.00 for the Cache Creek Drive Storm Inlets Project (Project) and approve the contract for construction.

Requested Action.

Staff request the Council award the bid and approve the associated contract for construction.

Recommendations.

Staff recommend awarding the bid and approving the associated contract for construction.

Background.

The Project generally consists of construction of two stormwater catch basins, a treatment unit and underground infiltration system, and associated piping at a known low point near 620 and 635 Cache Creek Drive. The existing system is failing and the area has a history of flooding.



Analysis & Key Policy Questions.

The Project was advertised for bid in the Jackson Hole News & Guide on September 3rd and 10th, as well as posted on the Town's Website, and QuestCDN (an online bidding site). On October 21, 2025, the Town publicly opened the bid for construction of the project. Two bids were received.

CONTRACTOR	BID AMOUNT
Ridgeline Excavation, Inc. (Wyoming)	\$122,750.00
Evans Construction Company (Wyoming)	\$139,300.00

Staff has worked with both contractors on previous projects, and they regularly perform this type of work within the Town and County. Ridgeline was determined to be the lowest price responsive bidder and staff recommend awarding the contract to Ridgeline Excavation, Inc.

- **KEY QUESTION:** Does the Council agree with staff's recommendation to award the Project to Ridgeline Excavation, Inc. and approve the contract for construction of the Project?

Possible Alternatives.

Possible alternatives for this item include:

- 1) The Council could reject the bid and rebid the Project at a later date, which would delay the start, and in turn, completion of the Project. Additionally, there are no guarantees that a future bid would be less expensive and possibly could be more expensive after bids are received.
- 2) Other.

Comprehensive Plan & Priority Alignment.

This Project supports the Comprehensive Plan and helps to fulfill the goal of providing and maintaining municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

The project will be completed in FY26 and is funded with FY26 Public Works Capital "Broadway Inlets - Jean and Gros Ventre" funds.

Staff Impact.

Approximately 40 hours of staff time coordinating with engineers and contractors. Approximately 8 hours of staff time for drafting the staff report. The Legal Department will have approximately 2-4 hours of contract review.

During construction, some coordination between the contractor and Town Engineering staff will be necessary. It is estimated that 10 to 20 hours/week for four weeks of Public Works staff time will be required.

Attachments or Links.

1. Bid 26-07 – Bid Tab.
2. 26-07 Construction Contract

Suggested Motion.

I move to approve the award of the 2025 Cache Creek Drive Storm Inlets Project to Ridgeline Excavation, Inc. of Jackson, WY in the amount of \$122,750.00 and approve the 2025 Cache Creek Drive Storm Inlets Project Contract for Construction, and authorize the mayor to execute the contract, subject to minor changes by the Town Attorney and Town Engineer.

PROJECT MANUAL
(SHORT FORM)

FOR

TOWN OF JACKSON
Cache Creek Drive Storm Inlets

PROJECT NO. 26-07



PREPARED BY
TOWN OF JACKSON PUBLIC WORKS DEPARTMENT
PO BOX 1687
JACKSON, WY 83001
307 733-3079
townengineering@jacksonwy.gov

DATE: September 23, 2025

Brian T. Lenz P.E., WYO PE #10378
TOWN ENGINEER

	TOWN CLERK
	CONTRACTOR
	TOWN ENGINEER
	DESIGN ENGINEER



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

BID ADDENDUM No. 01

September 24, 2025

9/24 KLL

PROJECT: Cache Creek Drive Storm Inlets

ToJ No. 26-07

This addendum shall be acknowledged on the Bid Form. Failure of any Bidder to properly acknowledge receipt of this addendum on the Bid Form may result in REJECTION OF THE BID.

This addendum shall be attached to the Contract Documents and shall form a part thereof. The following changes, additions, and/or deletions shall be made in the Contract Documents.

1. Revise the Advertisement for Bids as follows:
 - a. Revise the bid opening date to: October 21, 2025 at 2:00 pm local time.
 - b. Revise the construction timeline to: November 5, 2025 to June 19, 2025

Brian Lenz, PE

Town Engineer



Digitally signed by Brian Lenz
DN: C=US, E=bllenz@jacksonwy.gov,
O=Town of Jackson, OU=Town
Engineering, CN=Brian Lenz
Location: Town Engineering
Reason: I am approving this document
Contact Info: bllenz@jacksonwy.gov
Date: 2025.09.24 11:22:42-06'00'





PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

BID ADDENDUM No. 02

10/17 [Signature]

October 17, 2025

PROJECT: Cache Creek Drive Storm Inlets

ToJ No. 26-07

This addendum shall be acknowledged on the Bid Form. Failure of any Bidder to properly acknowledge receipt of this addendum on the Bid Form may result in REJECTION OF THE BID.

This addendum shall be attached to the Contract Documents and shall form a part thereof. The following changes, additions, and/or deletions shall be made in the Contract Documents.

BID FORM: A revised bid schedule is attached to this addendum and shall be used for bid submittal. The following revisions are included:

1. Revise Bid Item 9: Revise to read as Storm Drain Pipe – 12" ADS N-12.
1. Revise Bid Item 10 – 30" Catch Basin: 10.a and 10.b
 - a. Revised bid item 10.a. : 30" Catch Basin w/ Concrete Base
 - b. Revised bid item 10.b. : 30" Catch Basin w/ Fabric and Cobble Stone

TECHNICAL SPECIFICATIONS: The following revisions are made to the technical specifications.

2. Section 12, Bid Item 9: remove reference to 18" diameter and replace with 12" diameter.
3. Section 12, Bid Item 10.a. includes a concrete base per the design drawings. Bid Item 10.b. does not have a concrete base but includes Mirafi 280RSi geotextile fabric placed below the concrete structure with a 6" layer of 4-6" cobble rock placed on top of fabric within the structure. The fabric material shall contact the entire circumference of the concrete structure prior to cobble stone placement.

END OF ADDENDUM

Brian Lenz, PE
Town Engineer



Digitally signed by Brian Lenz
DN: C=US, E=bilenz@jacksonwy.gov, O=Town of Jackson, OU=Town Engineering, CN=Brian Lenz
Location: Town Engineering
Reason: I am approving this document
Contact Info: bilenz@jacksonwy.gov
Date: 2025.10.17 15:28:50 -0500

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CONTRACT DOCUMENTS

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
Cache Creek Drive Storm Inlets Project: TOJ Bid No. 26-07

Notice is hereby given that the **Town of Jackson, Wyoming** is requesting Bids for the construction of **Cache Creek Drive Storm Inlets Project**. Sealed bids will be received at the office of the Town Clerk, **Town of Jackson, PO Box 1687**, located at **150 East Pearl Avenue, Jackson, WY 83001, (Town Hall)**, emailed bids will be received at TownClerk@jacksonwy.gov until **September 25, 2025, at 1:00 pm** local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. The project includes the installation of storm water infrastructure at a known low point on Cache Creek Drive. **Construction timeline: October 15, 2025 to June 1, 2026.**

Issuing Office: **Town of Jackson Engineering Division**

Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents by inputting QuestCDN project No. **9857956** or Owner Project No. **26-07** on the website's projects tab search page. Please contact QuestCDN.com for assistance in membership registration, downloading plan sets, and working with this digital project information.

Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, TownEngineering@jacksonwy.gov (Phone: 307-733-3079, Ext. 1414). For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities.

Advertisement: **September 3 - 10, 2025**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
- B. *Bidder*—An individual or entity that submits a Bid to Owner.
- C. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- D. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
- E. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- F. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

Town of Jackson Custom Private Interface (CPI): www.questcdn.com

Town Engineering Division: TownEngineering@jacksonwy.gov 307-733-3079

- G. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- H. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- I. *Owner* — Town of Jackson, Wyoming
- J. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- K. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- L. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
- M. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- N. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner requires that Bidder register as a plan holder with the Issuing Office and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive notice of Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are required to register as plan holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 There is no pre-bid conference for this bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 Site and Other Areas
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 Existing Site Conditions
- A. Provisions regarding differing site conditions are set forth in the Agreement.
- 5.03 Site Visit and Testing by Bidders
- A. Bidder is recommended to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Owner in writing.
- 7.03 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates). Bid Security shall be a Cashier's Check, Irrevocable Letter of Credit or a Bid bond issued by a surety. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

ARTICLE 10—LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11—SUBSTITUTE AND “OR EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. The Work.
- 12.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by

the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

ARTICLE 13—PREPARATION OF BID

- 13.01 The Bid Form is included within the Agreement.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 13.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid. Online bids must be submitted according to the online application protocols.
- 13.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 13.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 13.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 13.06 A Bid by an individual must show the Bidder's name and official address.
- 13.07 A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 13.08 All names must be printed in ink below the signatures.
- 13.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 13.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 13.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 14—BASIS OF BID

14.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the Agreement.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15—SUBMITTAL OF BID

- 15.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 15.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement. If a bid is sent by email it must be sent to TownClerk@jacksonwy.gov with "BID ATTACHED" and the Project Name and Project number in the subject line of the email. Online bids must be submitted according to the online application protocols. For bids submitted electronically, original paper copies must be submitted within five days of request.

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16—MODIFICATION AND WITHDRAWAL OF BID

- 16.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 17—OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 19.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 19.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

19.04 If Owner awards the contract for the Work, such award shall be to the responsible and certified resident making the lowest responsive bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the work to nonresident contractors. A resident for this purpose must be certified as a resident by the Wyoming Department of Workforce Services prior to bidding upon the Contract. See W.S. 16-6-101, et seq. A resident bidder shall submit a copy of its certificate of residency with its bid.

19.05 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20—BONDS AND INSURANCE

20.01 The Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance are set forth in the Agreement. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

20.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 21—SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as

identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 22—SALES AND USE TAXES

- 22.01 Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Said taxes must be included in the Bid.

ARTICLE 23—RETAINAGE

- 23.01 Provisions concerning Contractor's retainage are set forth in the Agreement.

ARTICLE 24—WYOMING PREFERENCE

- 24.01 Responsible resident bidders will receive a five percent (5%) preference in accordance with Wyoming State Statute 16-6-102.

“... the contract shall be let to the responsible resident making the lowest bid if the resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder...”

- 24.02 Certification of resident status shall be submitted with the Bid. Bidders seeking residency status must apply for such status pursuant to Wyoming State Statute 16-6-101, as amended, and rules and regulations promulgated by the Wyoming Department of Labor and Statistics. Bidders are solely responsible for contacting the Wyoming Department of Labor and Statistics to determine any revisions and current policies regarding residency status. Bidders who qualify for resident status shall be required to comply with Wyoming State Statute 16-6-103:

“... Resident bidder shall not subcontract more than thirty percent (30%) of the work... to non-resident contractors.”

- 24.03 Bidders are required to acknowledge the Wyoming Preference Act of 1971. Preference for State Labor and Materials: Pursuant to Wyoming State Statute 16-6-201 *et seq.* (1977), resident Wyoming laborers, workmen and mechanics shall be used in the performance of the Contract and any contract awarded as a result of the Contract; except that other laborers may be used when Wyoming laborers are not available for employment from within the State or are not qualified to perform the work involved. Pursuant to Wyoming State Statute 16-6-104 (1977), resident Wyoming laborers, workmen and mechanics shall be used upon all work enumerated in Wyoming State Statute 16-6-102 (1977) whenever possible and Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state. Pursuant to Wyoming State Statute 16-6-106 (1977), preference is hereby given to materials supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state. Pursuant to Wyoming State Statute 16-6-107 (1977), all public structures constructed in the State of Wyoming shall be constructed and maintained by materials produced or manufactured in Wyoming if Wyoming materials are suitable and can be furnished

in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of not to exceed five percent (5%) may be allowed in cost of Wyoming materials of equal quality as against materials from states having or enforcing a preference rule against "out-of-state" products.

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 25—OWNER AND BIDDER

25.01 This Bid is submitted to:

Town of Jackson
P.O. Box 1687
150 East Pearl Avenue
Jackson, Wyoming 83001
TownClerk@jacksonwy.gov

25.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 26—ATTACHMENTS TO THIS BID

26.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Required Bid security;
- B. Bidder's statement of Qualifications;
- C. List of Proposed Subcontractors;
- D. List of Proposed Suppliers;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; and
- F. Current State of Wyoming Certification of Residency Status, if applicable.
- G. Wyoming Preference Act of 1971 acknowledgment.

ARTICLE 27—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

27.01 Unit Price Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s) and indicated unit prices as shown on the attached Schedule of Values.
 - 1. Bid Item 1 mobilization shall be a maximum of ten percent (10%) of the total bid value.
- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 28—TIME OF COMPLETION

- 28.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 28.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 29—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

29.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

29.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

29.03 Receipt of Addenda

- A. Acknowledge receipt of Addenda on the Schedule of Values.

ARTICLE 30—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

30.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; with respect to the effect of such information, and observations on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

30.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SCHEDULE OF VALUES – ADDENDUM 02					
PROJECT NAME: Cache Creek Drive Storm Inlets					
CONTRACTOR:					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization ¹	LS	1	12,250.-	12,250.-
2	Traffic Control	LS	1	3000.-	3000.-
3	Force Account	LS	1	\$5,000	\$5,000
4	Removal of Asphalt Surfacing	SF	460	3.-	1380.-
5	Unclassified Excavation Above Subgrade	SY	55	65.-	3575.-
6	Engineering Fabric – Mirafi RS280i	SY	45	13.-	585.-
7	Crushed Base – Grading W	TONS	25	125.-	3125.-
8	Plant Mix Bituminous Pavement PG 58-28	TONS	10	630.-	6300.-
9	Storm Drain Pipe - 12" ADS N-12	LF	53	115.-	6095.-
10.a	30" Catch Basin w/ Concrete Base	EA	1	8500.-	8500.-
10.b	30" Catch Basin w/ Fabric and Cobble Stone	EA	1	9000.-	9000.-
11	Contech CS-4 Separator	EA	1	31,065.-	31,065.-
12	ADS Stormtech SC-800 Infiltration System	LS	1	22,500.-	22,500.-
13	Reset Existign Drywell	LS	1	8500.-	8500.-
14	Topsoil Placement – 4"	SF	1250	1.-	1250.-
15	Hydroseeding	SF	1250	0.50	625.-
Total of all extended prices for Estimated Quantities of Work					\$ 122,750.-

1. Bid Item 1 mobilization shall be a maximum of ten percent (10%) of the total bid value.

Bidder hereby acknowledges receipt of the following Addenda

Addendum Number	Addendum Date
1	9/24/25
2	10/17/25

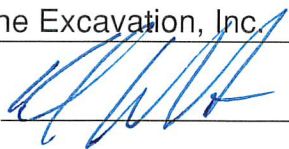
BIDDER HEREBY SUBMITS THIS BID AS SET FORTH ABOVE:

Bidder:

Ridgeline Excavation, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Kirk Hogan

(typed or printed)

Title:

President

(typed or printed)

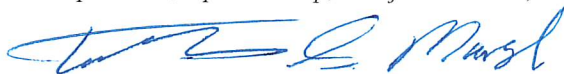
Date:

10/21/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Tim Marsh

(typed or printed)

Title:

Project Manager

(typed or printed)

Date:

10/21/2025

(typed or printed)

Address for giving notices:

3520 S. Cornerstone Road, Jackson WY 83001

Bidder's Contact:

Name:

Kirk Hogan

(typed or printed)

Title:

President

(typed or printed)

Phone:

307-699-9393

Email:

kirk@ridgelineexcavation.com

Address:

3520 S. Cornerstone Road, Jackson WY 83001

Bidder's Contractor License No.: (if applicable)

4237

REMEMBER
TO INCLUDE

Bid Bond

Acknowledge Addenda

Sign the Bid

SMALL PROJECT AGREEMENT (“AGREEMENT”)

This Contract is by and between Town of Jackson, Wyoming (Owner) and
Ridgeline Excavation, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents, Division II – Technical Specifications. The Project is generally described as follows:
 1. **Cache Creek Drive Storm Inlets** which includes **installation of stormwater catch basins, piping, sand-oil separator and infiltration chambers on Cache Creek Drive.**
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **at Cache Creek Drive between 620 and 635 Cache Creek Drive.**
 3. The project will include furnishing of all necessary traffic control, labor, equipment, transportation, services, and materials required for the Work.
 4. Payment for all items shall be full compensation for providing all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

ARTICLE 2 - CONTRACT DOCUMENTS

Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

Contract Documents Defined

- E. The Division I- Contract Documents consist of the following documents:
 - 1. Invitation to Bid
 - 2. Instruction to Bidders
 - 3. Bid Form
 - 4. This Contract.
 - 5. Notice of Award.
 - 6. Performance bond.
 - 7. Payment bond.
 - 8. Notice to Proceed
 - 9. Wyoming Preference Act
 - 10. Addenda.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.
 - 12. Substantial Completion
- F. Division II – Technical Specifications
- G. Division III – Plans.

ARTICLE 3 - ENGINEER

Engineer

- A. The Engineer for this Project is **Town of Jackson Engineering Division.**

ARTICLE 4 - CONTRACT TIMES

Contract Times

- A. The Work will be substantially completed on or before **June 5, 2026** and completed and ready for final payment on or before **June 19, 2026.**
- B. **No work within the paved travel way before April 15th without Engineer approval.**

Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: The 2025 construction season shall be complete and ready for winter operations on or before 21 November 2025. Ready for winter is defined that all roadways are paved, concrete is complete with unfinished ends prepared for snow removal, materials and staging are out of the Right-of-Way or as approved by Engineer, any work necessary to protect from winter plowing operations is complete, any drainage systems installed are complete for winter operations.

Liquidated Damages

- B. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **five hundred dollars (\$500)** for each day that expires after the Contract Time for substantial completion.

Delays in Contractor's Progress

- C. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- E. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

Progress Schedules

- G. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- H. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Owner.

ARTICLE 6 - BONDS AND INSURANCE

Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to 125% of the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

Insurance

- B. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>N/A</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,00</u>
 - b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>N/A</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
 - c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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 - d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>
 - e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
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General Aggregate

\$ 2,000,000

- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

Other Work at the Site

- E. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

Services, Materials, and Equipment

- F. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- G. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

Subcontractors and Suppliers

- H. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

Quality Management

- I. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

Licenses, Fees and Permits

- J. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- K. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

Laws and Regulations; Taxes

- L. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- M. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- N. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

Record Documents

- O. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

Safety and Protection

- P. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- Q. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- R. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- S. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- T. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

Shop Drawings, Samples, and Other Submittals

- U. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- V. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- W. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- X. Engineer will provide timely review of shop drawings and samples.
- Y. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- Z. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- AA. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- BB. Shop drawings are not Contract Documents.

Warranties and Guarantees

- CC. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

Correction Period

- DD. If within two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

Indemnification

- EE. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance

of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

Change Orders

- B. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- C. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally

recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

Defective Work

- D. Contractor shall ensure that the Work is not defective.
- E. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- F. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- G. The Contractor shall promptly correct all such defective Work.
- H. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- I. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

Applications for Payments:

- B. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- C. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

Retainage

- D. The Owner shall retain **five percent (5%)** of each progress payment until the Work is substantially complete.
- E. **Zero (0%)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Review of Applications

- F. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- G. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- H. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

Contractor's Warranty of Title

- I. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

Substantial Completion

- J. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- K. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- L. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment. Substantial Completion, notice, and payment will be made in the manner provided by Wyoming Statute § 16-6-116

Final Inspection

- M. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in

writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Payment

- N. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- O. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- P. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- Q. Upon final completion and acceptance of the Work Owner shall pay the remainder of the Contract Price as recommended by Engineer. Final payment will be made in the manner provided by Wyoming Statute § 16-6-116.

Waiver of Claims

- R. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- S. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

Owner May Terminate for Cause

- B. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- C. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- D. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- F. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

Owner May Terminate for Convenience

- G. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- H. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate

- I. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated

specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

Limitation of Damages

- B. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

No Waiver

- C. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

Survival of Obligations

- D. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

Contractor's Certifications

- E. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

Controlling Law

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

Governmental Immunity

- G. The Town of Jackson does not waive its governmental or sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

Wyoming Preference Act

- H. Pursuant to Wyoming State Statute 16-6-201 *et seq.* (1977), resident Wyoming laborers, workmen and mechanics shall be used in the performance of the Contract and any contract awarded as a result of the Contract; except that other laborers may be used when Wyoming laborers are not available for employment from within the State or are not qualified to perform the work involved. Pursuant to Wyoming State Statute 16-6-104 (1977), resident Wyoming laborers, workmen and mechanics shall be used upon all work enumerated in Wyoming State Statute 16-6-102 (1977) whenever possible and Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state. Pursuant to Wyoming State Statute 16-6-106 (1977), preference is hereby given to materials supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state. Pursuant to Wyoming State Statute 16-6-

107 (1977), all public structures constructed in the State of Wyoming shall be constructed and maintained by materials produced or manufactured in Wyoming if Wyoming materials are suitable and can be furnished in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of not to exceed five percent (5%) may be allowed in cost of Wyoming materials of equal quality as against materials from states having or enforcing a preference rule against "out-of-state" products.

Electronic Signatures.

- I. The words "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

[REST OF PAGE LEFT BLANK FOR SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Jackson, Wyoming

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Town of Jackson, Attn: Town Engineer

P.O. Box 1687

Jackson, WY 83001

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne Jorgensen and Riley Hovorka, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2025.

Witness my hand and official seal.

My commission Expires:

Notary Public

BIDDER QUALIFICATION STATEMENT

1. Bidder's organization has been in existence as a business under its present name and ownership for _____ years since _____.

2. Bidder's organization has had experience in work comparable to that required under this contract for _____ years.

3. The Bidder has performed similar work on the following projects:

Year	Contract Amount	Type of Work
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____

4. Bidder refers to the following for references on the aforementioned project:

Name	Title	Phone Number
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____

5. Bank Reference

6. Surety Reference

7. Following is a list of equipment definitely available for use on the project: (Give quantity and description)

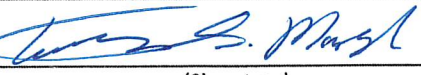
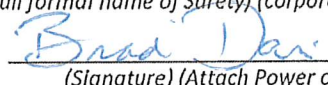
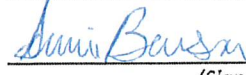
Signature

LIST OF PROPOSED SUBCONTRACTORS

The Bidder submits the following as to subcontractors he/she intends to employ if awarded the Contract:

	<u>NAME</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

BID BOND (PENAL SUM FORM)

Bidder Name: Ridgeline Excavation, Inc. Address <i>(principal place of business)</i> : 3520 S. Cornerstone Road Jackson, WY 83001	Surety Name: Merchants National Bonding, Inc. Address <i>(principal place of business)</i> : P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: Town of Jackson Address <i>(principal place of business)</i> : 150 E Pearl Avenue, PO Box 1687 Jackson, WY 83001	Bid Project <i>(name and location)</i> : Cache Creek Drive Storm Inlets Project, Jackson, WY Bid Due Date: October 21, 2025
Bond Penal Sum: 5% Five Percent of Amount Bid Date of Bond: October 20, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Ridgeline Excavation, Inc. <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>KIRK HOGAN</u> <i>(Printed or typed)</i> Title: <u>PRESIDENT</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Timothy Mash</u> <i>(Printed or typed)</i> Title: <u>Project Manager</u>	Surety Merchants National Bonding, Inc. <i>(Full formal name of Surety) (corporate seal)</i> By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Brandi Davis</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Sami Benson</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandi Davis; Crystal Potter; George S Seaton; Jaclyn R Kruse; Thomas Denison; Tyler McIntyre

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of July, 2025.



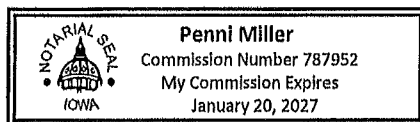
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of July, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20 day of October, 2025.



Elisabeth Sandersfeld
Secretary



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1708

RIDGELINE EXCAVATION, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY OF APRIL TWO THOUSAND AND 25

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 4/1/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0204202524

**B: Statement of Qualifications**

Ridgeline Excavation has successfully completed multiple TOJ and Teton County Projects, including:

- Adams Canyon Parking Lot Expansion/Utility Connections
- Teton County Search and Rescue Parking Lot Expansion/Utility Connections
- W. Gill Ave Sewer Repair and Replacement

Ridgeline Excavation has also been called on to perform emergency utility repairs in the Eastridge HOA, where we exposed and replaced a damaged water main, returning the ROW to working order in a timely and safe fashion. Ridgeline Excavation also performed an emergency water line repair for the Melody Ranch Subdivision after the main water line to Melody Ranch was damaged, shutting of water services to the entire subdivision.

Ridgeline Excavation has the equipment, personnel, and construction knowledge to perform the Cache Creek Drive Storm Inlets project in a timely and safe manner and appreciates the opportunity to submit a proposal for this work.

C. List of Proposed Subcontractors

- None

D: List of Proposed Suppliers

- Mountain Land Supply

G: Wyoming Preference Act of 1971 is acknowledged.

Acknowledgment-Wyoming Department of Workforce Services Requirements

Bidders/Contractors are hereby notified the **Wyoming Statute 16-6-201 thru 16-6-206** the **“Wyoming Preference Act of 1971”** is applicable to this project. Special attention is called to Wyoming Statute 16-6-203 **“Required resident labor on public works project; exception”**.

- Every person who is charged with the duty of construction, reconstructing, improving, enlarging, altering or repairing any public works project or improvement for the State or any political subdivision, municipal corporation, or other governmental unit, shall employ only Wyoming laborers on the project or improvement. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the State or are not qualified to perform the work involved. The contract shall contain a provision requiring specific acknowledgement of the requirements of this section.
- A person required to employ Wyoming laborers may employ other than Wyoming laborers if:
 - (i) That person informs the nearest State Workforce Center of his employment needs at least eleven (11) days before work is commenced; and
 - (ii) The State Workforce Center certifies that the person’s needs for laborers cannot be filled from those Wyoming laborers listed with the Wyoming Department of Workforce Services. The Department shall respond to person’s request for certification within ten (10) days of the date the information is filed.
- Upon request by the Workforce Center, the general contractor shall provide the most recent construction schedule for the project.
- Certified payroll reporting is required by the Wyoming Statute 16-6-205(b)
- This provision shall be referenced in all contracts, sub contracts and subsequent lower tier subcontracts.
- Bidder’s / Contractor’s / Subcontractor’s acknowledgement of this provision.

Bidder’s / Contractor’s / Subcontractor’s acknowledgement of this provision.

Bidder’s Name: _____

Signed: _____ Date: _____

Printed Name: _____

Title: _____

NOTICE OF AWARD

Date of Issuance: 10/22/2025

Owner: Town of Jackson, Wyoming

Owner's Project No.: 26-07

Engineer: Town Engineer

Project: Cache Creek
Drive Storm Inlets

Contract Name: Cache Creek Drive Storm Inlets

Bidder: Ridgeline Excavation, Inc.

Bidder's Address: 3520 S. Cornerstone Road, Jackson WY 83001

You are notified that Owner has accepted your Bid dated **October 21, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **2025 Cache Creek Drive Storm Inlets**.

The Contract Price of the awarded Contract is **One Hundred Twenty-Two Thousand Seven Hundred and Fifty Dollars [\$122,750.00]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

A **PDF** of the Contract Documents accompanies this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders.
3. Deliver the signed Wyoming Preference Act of 1971 acknowledgment.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: Town of Jackson, Wyoming

By *(signature)*:

Name *(printed)*:

Title:

Contractor:

Accepted By *(signature)*:

Name *(printed)*:

Title:

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Jackson, Wyoming Mailing address <i>(principal place of business)</i> : P.O. Box 1687 150 East Pearl Avenue Jackson, WY 83001	Contract Description <i>(name and location)</i> : Town of Jackson Cache Creek Drive Stormwater Inlets Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Jackson, Wyoming Mailing address <i>(principal place of business)</i> : P.O. Box 1687 150 East Pearl Avenue Jackson, WY 83001	Contract Description <i>(name and location)</i> : Town of Jackson Cache Creek Drive Stormwater Inlets Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

Placeholder for Certificate of Insurance.

NOTICE TO PROCEED

Owner: Town of Jackson, Wyoming Owner's Project No.: _____
Engineer: Town of Jackson, Town Engineer _____
Contractor: _____ Contractor's Project No.: _____
Project: Town of Jackson Cache Creek Drive Stormwater Inlets Project _____
Contract Name: #26-07 - Town of Jackson Cache Creek Drive Stormwater Inlets Project _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement, the date by which Substantial Completion must be achieved is **[date]**, and the date by which readiness for final payment must be achieved is **[date]**.

Before starting any Work at the Site, Contractor must comply with the following:

- 1. Submit a general traffic control plan for review by Owner**
- 2. Attend pre-construction meeting with Owner at least 2 weeks before start of work**

Date Issued: _____

Owner: Town of Jackson, Wyoming

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Contractor: _____

Accepted By (Signature): _____

Name *(printed)*: _____

Title: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner: <u>Town of Jackson, Wyoming</u> Project: <u>26-07, 2025 Cache Creek Drive Storm Inlets</u> Contractor: _____ Contractor _____ Project No. _____	Application No.: _____ Application Date: _____ Application Period: _____
---	---

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X	\$	-
b. _____ X	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____ Signature: _____	Date: _____
---	--------------------

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

CHANGE ORDER

NO.:

Owner: Town of Jackson, Wyoming

Engineer: Town Engineer

Contractor:

Project:

Contract Name:

Date Issued:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
Title: _____
Date: _____
Contractor _____
By: _____
Title: _____
Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable) _____

WORK CHANGE DIRECTIVE

NO.:

Owner: Town of Jackson, Wyoming

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

ARTICLE 18 - CHECK ONE OR BOTH OF THE FOLLOWING

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Town of Jackson, Wyoming
Engineer: Town Engineer
Contractor:
Project:
Contract Name:

Owner's Project No.:

Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

II.

TECHNICAL SPECIFICATIONS

1. SPECIAL PROVISIONS

Unless otherwise specified on the plans or Special Provisions and Supplementary Specifications included in the contract, the Work shall conform to the 2015 Edition of the Wyoming Public Works Standard Specifications. These Special Provisions and Supplementary Specifications supplement, amend, and where in conflict therewith, supersede the Wyoming Public Work Standard Specifications. To obtain copies of the Wyoming Public Works Standard Specifications, contact the Wyoming Contractor's Association, phone: (307) 632-0573 or go to www.wyomingcontractors.org.

SECTION 01010- SUMMARY OF WORK

Add the following language:

1.02 GENERAL DESCRIPTION OF WORK

- A. Project Includes:
 - a. Mobilization
 - b. Miscellaneous Force Account Work
 - c. Traffic Control
 - d. Grading and Erosion Protection
 - e. Installation of stormwater catch basins, piping, sand-oil separator, infiltration chambers, and road rehabilitation.
 - f. Road reconstruction and paving.
 - g. Incidental work which may be reasonably inferred to be required or useful for the completion of the Work in accordance with the requirements of the Project Manual and all applicable codes, laws, and professional standards.
- B. Change in Scope: After receipt of bids, OWNER may elect to adjust the Scope of Work to correspond with available funding or scheduling requirements.
- C. This project requires the CONTRACTOR to supply all of the materials, equipment, labor and miscellaneous supplies necessary for project completion. No such items are to be supplied by the OWNER, unless otherwise specified.
- D. It is the intent of these contract documents that the CONTRACTOR provide, upon project completion, a totally operational system free of physical encumbrances.
- E. All facilities installed under this contract will become the property of the Town of Jackson, Wyoming.

SECTION 01041- PROJECT COORDINATION

1.01 SUMMARY

Add the following language to the end of paragraph B:

- A. CONTRACTOR shall adhere to local ordinances regarding work hours if more stringent than that specified.

1.02 COORDINATION WITH PUBLIC AND PRIVATE AGENCIES

Add the following language:

- F. CONTRACTOR shall be required to coordinate with other contractors working in the area and at the site to minimize conflicts and to provide required access.

- G. CONTRACTOR shall make every effort to minimize disturbance of private property and minimize interruption of access to private property caused by its operations. CONTRACTOR shall notify property owner, occupant, and ENGINEER at least 24 hours prior to conducting any operation that requires removal, replacement, or damage to private property or prohibits access to the property or egress from the property for any extended period of time. CONTRACTOR shall remedy such removal, replacement, or damage at the CONTRACTOR'S expense.
- H. CONTRACTOR shall remove all materials, tools, equipment, and construction debris from the site immediately after completion of the work task. No construction debris shall be disposed of at the work site.

1.03 COORDINATION WITH OWNER AND ENGINEER

Add the following language:

- A. References to ENGINEER shall mean the OWNER'S Resident Project Representative or Project Manager.
- C. CONTRACTOR shall attend and participate with scheduled progress/coordination meetings conducted by ENGINEER. Authorized representatives of the CONTRACTOR shall attend the meetings. ENGINEER may schedule such meetings at ENGINEER'S discretion, in consideration of the Work issues to be addressed.

SECTION 01340- SUBMITTALS

1.01 SUMMARY

Add the following language:

- F. Submittal information shall be submitted and reviewed prior to installing the applicable item. Submittal information shall include certification of the chips and the seal coat.
- G. Make submissions to OWNER far enough in advance of scheduled dates for installation to provide time required for reviews, securing necessary approvals, possible revisions and resubmissions, and for placing orders and securing delivery.
- H. No progress payments shall be made for any specific Contract item until all related submittal and certification information for the item has been reviewed and accepted by ENGINEER or OWNER.
- I. CONTRACTOR shall supply all manuals, maintenance data, manufacturer warranty certificates, and other equipment and material information prior to submitting the application for final payment.

Add the following language:

1.02 SUBMITTAL SCHEDULE

- B. SUBMITTALS required shall include, but not be limited to, the following:
 - 1. Project construction schedule;
 - 2. Foreman contact information;

3. Structures, Treatment Units, Infiltrators, Pipe, Fittings
4. Aggregates and Geotextiles
5. Pavement Mix design;
6. Topsoil and Seed Mix
7. Traffic control plan;
8. List of equipment;
9. List of material suppliers; and
10. List of subcontractors.

SECTION 01505- TEMPORARY FACILITIES

1.01 SUMMARY

Add the following language:

E. Safety signing and barricades:

1. Provide and maintain safety signing and barricades to prevent the public from entering work areas.
2. Install and maintain safety fence around all open trenches and hazardous areas when CONTRACTOR personnel and operations are not active.
3. Provide traffic control as detailed in the Traffic Control Plan and required by MUTCD.

F. Traffic Control

1. CONTRACTOR shall submit a traffic control plan for review and approval by OWNER. Traffic control plan must be approved by OWNER prior to any construction.
2. CONTRACTOR shall provide and maintain warning signs and barriers to safeguard and control traffic and public access to the site.
3. All temporary traffic control measures and facilities shall conform to the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), published by U.S. Department of Transportation, Federal Highway Administration.

G. Erosion control and pollution prevention:

1. CONTRACTOR shall submit an erosion control and pollution prevention plan for review and approval by OWNER prior to any construction.
2. Erosion control measures and structures shall be in-place and properly installed prior to site disturbance or stockpiling materials.
3. CONTRACTOR shall maintain and monitor operations throughout the project to prevent erosion.

4. CONTRACTOR's operations shall not injure or disturb trees or vegetation existing outside the grading area.
 5. All proposed stockpile locations shall be approved by OWNER and/or ENGINEER.
- H. Construction staging areas:
1. A temporary construction staging area will be provided by the OWNER at a place to be determined for CONTRACTOR's use for this project. Construction staging and stockpile areas shall be as designated on the plans or as specifically approved by OWNER. CONTRACTOR shall provide, install, and maintain perimeter fencing around the construction staging area, and shall remove the fencing upon completion of the project. Disturbed areas shall be reclaimed to restore surface to original condition. Use of temporary construction staging areas shall conform to the applicable permits and easement agreements.
 2. Use of Premises. CONTRACTOR shall use the premises for the storage of construction materials. These materials shall include, but shall not be limited to, soils, construction materials and equipment, parking of personal vehicles, and construction offices. The storage of materials on the property shall be completed in compliance with all applicable Town of Jackson standards and shall include the fencing of the area, erosion control systems, and egress/ingress protection. The storage of petroleum products or environmentally sensitive materials shall not be allowed on the site.
- I. All other temporary facilities needed for execution of the work shall be supplied by the Contractor, including but not limited to, the following:
1. All temporary utility services, if any, throughout the project area.
 2. Employee parking areas.
 3. Additional or substitute temporary construction easements required above and beyond those supplied by the Owner.
 4. Temporary portable sanitation facilities at each area of work.
 5. Temporary barriers, construction fencing, and gates to prevent unauthorized pedestrians entry into construction areas.
 6. Temporary fencing, if required, for security to protect staging areas as well as Owner's facilities from unauthorized entry, vandalism, or theft.
- J. For all temporary facilities requiring the utilization of land above and beyond that legally supplied by the OWNER, the Contractor shall obtain permission from the respective landowner/administrator, as well as the OWNER prior to occupancy of private or public property.
- K. CONTRACTOR shall provide such temporary heat as may be necessary for the prevention of injury to the Work or material(s) through dampness or cold, and temporary connections, installations, facilities and supplies furnished or installed as specified in this paragraph shall be removed prior to completion of the Contract and the premises left perfectly clean and satisfactory to OWNER.

2. ENVIRONMENTAL CONDITIONS

- A. No work shall be done before 7:00 AM or after 7:00 PM local time on a working day, nor on Sundays, nor on legal holidays, except as necessary for the proper care and protection of work already performed, or during emergencies. CONTRACTOR shall observe local ordinances regarding working hours.
- B. CONTRACTOR shall make every effort to minimize noise(s) caused by its operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise, if such paraphernalia exist. The CONTRACTOR SHALL NOT permit the use of loud, abusive, obnoxious or profane language by its employees or by the employees of its subcontractors. CONTRACTOR shall observe local ordinances regarding noise standards.
- C. CONTRACTOR shall make a concerted effort to maintain a dust-free environment in the period between applications of chip seal and fog coat.
- D. CONTRACTOR shall minimize the introduction of noxious fumes into the air. Motor equipment shall be kept in good working order and equipped with anti-pollution devices. CONTRACTOR shall take active measures to control dust and airborne debris resulting from its operations. Burning as a method of cleaning or disposal is not permitted.
- E. CONTRACTOR shall conduct its operations to minimize damage to natural watercourses, and shall not permit petroleum products, volatile fluids wastes, any other wastes, or excessive amounts of silt, clay, or mud to enter any drainage system. The bed of natural watercourses shall be restored to normal gradient and cross-section after being disturbed.
- F. CONTRACTOR shall not dispose of debris, refuse, or sanitary wastes in an open dump or in a natural watercourse, whether on public or private property, or in such places where undesirable wastes can eventually be exposed or carried to a natural watercourse.
- G. CONTRACTOR shall restrict its operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
- H. The CONTRACTOR shall not erect or permit the erection of advertising signs at the Site. Only minimal identification and directional signs shall be permitted on the site. Unnecessary or obnoxious posters, pictures, signs, symbols, drawing or writing on work, material or equipment, resulting from vandalism or other causes, shall be removed or covered by CONTRACTOR within twenty-four (24) hours after discovery.
- I. CONTRACTOR shall take affirmative action to prevent the misuse of the natural environment, the wasting of our natural resources, and destruction of natural values.

3. TESTS AND INSPECTIONS

- A. The authorized representative and agents of the OWNER shall be permitted to inspect all Work, materials, invoices of materials and other relevant data and records, and shall be permitted to make any tests that they deem necessary.

4. TESTING OF MATERIALS

- A. All specified and required tests for approval of source of materials shall be made at the expense of the CONTRACTOR by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by OWNER. Approval of materials furnished is contingent on such materials equaling or exceeding the tested samples or test specimens in both quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to OWNER in as many certified counterparts as may be required by OWNER.
- B. Testing of materials from approved sources that are incorporated into the Work will be made by OWNER at no expense to CONTRACTOR.

5. PROPERTY IRONS AND MONUMENTS

- A. CONTRACTOR shall replace, at its own expense, all property irons and monuments disturbed by its operations. CONTRACTOR shall engage the services of a Land Surveyor registered in the State of Wyoming to replace all disturbed monument and property irons.

6. LINES AND GRADES

- A. All work done under this Contract shall be done to the lines and grades shown on the plans or set by OWNER. CONTRACTOR shall keep OWNER informed a reasonable time in advance of the times and places at which it intends to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with minimum inconvenience to OWNER and minimum delay to CONTRACTOR.

7. WORK DONE WITHOUT LINES OR GRADES

- A. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points, located, established, or checked by OWNER, may be required, at OWNER'S sole discretion, to be removed and replaced at CONTRACTOR'S cost and expense.

8. CONFERENCES

- A. Prior to the start of construction, CONTRACTOR shall be required to attend a pre-construction conference with OWNER. Prior to the pre-construction conference, CONTRACTOR shall provide OWNER with a project schedule and traffic control plan.
- B. OWNER may conduct weekly meetings to coordinate the efforts of all concerned so that the Work will progress to a successful completion of the Contract without delay. CONTRACTOR or its duly authorized representative, and such subcontractor as may be needed, shall attend all meetings.

9. MAINTENANCE OF LOCAL SERVICES

- A. CONTRACTOR shall maintain uninterrupted water, gas, electric, sewer, phone, cable television, and television service to all properties along the route of the Work, except where specifically approved by the authority having jurisdiction. Any service(s) damaged by CONTRACTOR shall be repaired or replaced immediately at the expense of CONTRACTOR.

10. CIVIL RIGHTS ACT

- A. CONTRACTOR shall comply with the Civil Rights Act of 1964 and any amendments thereto.

11. WEATHER

- A. Application of all materials shall be done during dry weather conditions and in optimal temperatures to ensure a quality application.

12. BID ITEM DESCRIPTIONS:

1. Mobilization:

- A. Measurement of Mobilization shall be in accordance with the specifications at the Lump Sum (LS) price stipulated in the contract. The amount due shall be calculated at each pay application submittal and determined by the percent of the overall original contract price earned, excluding change orders, materials stored on site, and other contract price adjustments.
- B. Payment for Mobilization shall be made at the Lump Sum (LS) price as indicated in the bid schedule. Payment of the total lump sum price bid will be made incrementally in accordance with the following table and include all labor, materials, and equipment required to complete the task:

Percent of Original Contract Amount Earned	Cumulative Percentage of Lump Sum Price for Mobilization to be paid
< 15%	25%
15 – 35%	50%
35 – 50%	75%
> 50 %	100%

2. Traffic Control:

- A. Measurement of Traffic and Access Control shall be by the Lump Sum (LS). The amount due shall be determined by the percent of the overall original contract price earned, excluding the pending mobilization amount, change orders, and other contract price adjustments.
- B. Payment for the Traffic and Access Control and the fulfillment of all requirements thereof shall be made at the Lump Sum (LS) price as indicated in the bid schedule in

accordance with the specifications and special provisions. Payment of the total lump sum price bid will be made incrementally in accordance with the following table:

Percent of Original Contract Amount Earned	Cumulative Percentage of Lump Sum Price for Traffic and Access Control to be paid
< 20%	40%
20 – 35%	70%
75 – 100%	100%

- C. Any liquidated damages or penalties arising from incomplete traffic control will be deducted from the lump sum bid price.

3. Force Account:

- A. Force Account work shall be considered to be extra work that is clearly outside the scope and intent of the Project and not covered by any other item. Force account work shall be mutually agreed upon by both the Contractor, Engineer, and Owner.
- B. Payment for Force Account work shall be based on a mutually agreed upon lump sum price, unit prices, or time and materials.
- C. It shall be understood that any extra work shall only be done at the direction and approval of the Engineer and shall be mutually agreed upon to be extra work prior to any extra work being done.
- D. Force account work will be documented on forms provided by the Contractor and reviewed by the Engineer.
- E. Work billed under this item shall be clearly and concisely itemized. Time tickets and material receipts shall accompany all requests for payment under this item.
- F. Payment shall be by the contract unit price per Force Account (FA).
- G. No quantity measurement will be made for Force Account Work other than time and materials required to complete each work item. Time will begin when all equipment and personnel are present at the site of the proposed work and will end when all work at the site is complete. No time will be allowed for travel to and from the site.
- H. Force Account Work – Project-Wide will be paid on a time-and-material basis as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that any of the line item will be expended.
- I. Force Account Work - Irrigation will be paid on a time-and-material basis as stated herein. Note that the bid amount for this item has been placed within the Bid Schedule in order to preserve the competitiveness of the bid process. Note also that there is no guarantee that all of the line item will be expended.

4. Removal of Asphalt Surfacing:

- A. Measurement for removal of asphalt surfacing shall be made by the Square Foot (SF) of asphalt pavement excavated and removed. Measurement will be made to the

nearest square foot.

- B. Payment for asphalt excavation and removal shall include all labor and material to remove existing road surfacing as shown on the drawings, plans, and in accordance with the specifications. The price shall include all labor, equipment, saw cutting, grinding, removal, and disposal of materials. Existing road surfacing consists of asphalt and/or chip sealed streets. Asphalt shall be saw cut cleanly perpendicular and parallel to the road alignment and /or removal limits.

5. Unclassified Excavation above Subgrade:

- A. This item shall be measured by the square yard within the limits of the Work as shown on the drawings or as otherwise approved by the Engineer.
- B. This item shall be paid for at the contract unit price bid multiplied by the number of square yards measured as excavated, which price and payment shall constitute full compensation for all labor, equipment, tools and incidentals necessary to accomplish all, street and drainage excavation, including excavation for sidewalk, curb and/or combined curb and gutter and grading behind sidewalk, curb and/ or combined curb and gutter as shown on the plans; to construct, shape and slope embankments, cuts, subgrades, shoulders, gutters, ditches, street and alley intersections, approaches and private driveway entrances in the locations, to the elevations and according to details shown on the plans; to backfill ditches, depressions and behind sidewalk, curb and/or combined curb and gutter; to remove and to make satisfactory disposal of all unsuitable and surplus materials occurring within the limits of the work; to compact, water and fine grade embankment, backfill and compact areas where unstable material has been removed and all other incidental items and operations to complete this item.

6. Engineering Fabric – Mirafi RS280i

- A. Engineering fabric shall be measured by the square yard of the type and grade installed excluding overlaps and seam allowances.
- B. Engineering fabric shall be paid for at the unit prices for each type and grade in the bid schedule. Price quoted for fabric shall include all installation charges for placing fabric as shown on drawings. CONTRACTOR shall be responsible for any damage that occurs to the fabric during installation and will replace the damaged fabric at no additional cost.

7. Crushed Base - Grading W:

- A. Measurement shall be by the Ton (TON) of material delivered, installed, completed, and accepted to the neat lines and depths of the final surfacing, as shown on the plans or approved by the Engineer. Individual weight tickets shall be made available to the Engineer for all material installed on the project. A daily summary sheet with individual deliveries shown shall be provided to the Engineer for each day crushed base material is delivered to the site.
- B. Payment shall be by the contract unit price per Ton. Payment shall include all labor, equipment, and material to install crushed base of thickness as shown on the drawings and in accordance with the specifications. Payment shall include furnishing, placing,

grading, shaping, moisture conditioning, compacting the material in accordance with the specifications, and proof rolling.

8. Plant Mix Bituminous Pavement – PG 58-28 (Commercial Mix):

- A. Measurement shall be by the Ton (TON) of material delivered, installed, completed, and accepted to the neat lines and depths of the final surfacing, as shown on the plans or approved by the Engineer. Individual weight tickets shall be made available to the Engineer for all material installed on the project. A daily summary sheet with individual deliveries shown shall be provided to the Engineer for each day plant mix bituminous material is delivered to the site.
- B. Payment shall be by the contract unit price per Ton (TON) of the Asphalt mix designated. Payment shall include all labor and material to install asphalt pavement as shown on the plans and in accordance with the specifications. Payment shall include all bituminous materials including tack coat, aggregate, mixing, haul, placement, compaction, labor, equipment, and all incidentals to complete the item in accordance with the specifications.

9. Storm Drain Pipe – 18” ADS N-12:

- A. Measurement shall be by the linear foot (LF) of the size, type and class of storm drain pipe installed measured to the center of each vault, manhole, or inlet, completed and accepted.
- B. Payment shall be by the contract unit price per Linear Foot (LF) for each size and type of pipe in the bid schedule. Price shall include all labor and material to install Storm Drain as shown on the plans and in accordance with the specifications. The price shall include all labor, material, excavation, dewatering, bedding material, backfilling, compaction, and all incidentals necessary to complete the item.

10. 30” Catch Basin

- A. Measurement shall be by the numerical count of each (EA) catch basin furnished, installed, and inspected, and approved.
- B. Payment shall be by the contract unit price per Each (EA). Payment shall include all labor and material to furnish and install the catch basin as shown on the plans and in accordance with the specifications. Installation shall include dewatering (if necessary), foundation material, leveling, compaction, grouting, sump, flow channel, knockout modifications, concrete collars and placards, adjusting rings, ring and cover, asphalt collars, and all incidentals necessary to complete the item. Engineer may adjust final elevations of storm drain inlets during submittal approval process.

11. Contech CS-4 Separator

- A. Measurement shall by the numerical count of each (EA) separator furnished, installed, inspected, and accepted.
- B. Payment shall be by the contract unit price per Each (EA). Payment shall include all labor and material to furnish and install the precast separator as shown on the plans and in accordance with the specifications. Installation shall include dewatering (if necessary), foundation material, leveling, compaction, grouting, sump, flow channel,

knockout modifications, concrete collars and placards, adjusting rings, ring and cover, asphalt collars, and all incidentals necessary to complete the item. Engineer may adjust final elevations of storm drain inlets during submittal approval process.

12. ADS Stormtech SC-800 Infiltration System

- A. Measurement for the infiltration system shall be by the lump sum (LS) furnished, installed, inspected, and accepted.
- B. Payment shall be by the contract lump sum (LS). Payment shall include all labor and material to furnish and install the Stormtech SC-800 Infiltration System as shown on the plans and in accordance with the specifications. Installation shall include dewatering (if necessary), foundation material, leveling, compaction, grouting, sump, flow channel, knockout modifications, concrete collars and placards, adjusting rings, ring and cover, asphalt collars, and all incidentals necessary to complete the item. Engineer may adjust final elevations of storm drain inlets during submittal approval process.

13. Reset Existing Drywell

- A. Measurement shall be by the lump sum (LS) furnished, installed, and inspected, and approved.
- B. Payment shall be by the contract lump sum (LS). Payment shall include all labor and material to expose and reset the existing drywell as shown on the plans and in accordance with the specifications. Installation shall include dewatering (if necessary), foundation material, leveling, compaction, grouting, sump, flow channel, knockout modifications, concrete collars and placards, adjusting rings, ring and cover, asphalt collars, and all incidentals necessary to complete the item. Engineer may adjust final elevations of storm drain inlets during submittal approval process.

14. Topsoil Placement – 4”:

- A. Topsoil Placement – 4” shall be measured by the Square Foot (SF) of the areas to receive topsoil delivered, placed, and accepted.
- B. Payment shall be by the contract unit price per Square Foot (SF) of topsoil delivered, placed, graded, prepared for sod or seed, and accepted.

15. Hydroseeding:

- A. Measurement for hydroseeding will be by the Square Foot (SF) installed and accepted.
- B. Payment for hydroseeding will be at the contract unit price per Square Foot (SF), said price and payment shall include all materials, labor, transportation, and incidentals to complete the work as specified, using the following seed mixture:

WESTERN WHEATGRASS	5.0
BLUEBUNCH WHEATGRASS	12.0
THICKSPIKE WHEATGRASS	12.0
SLENDER WHEATGRASS	7.0
HARD SHEEP FESCUE (NON-NATIVE)	3.0
CANBY BLUEGRASS	1.0
WESTERN SAGE	0.5
TOTAL PURE LIVE SEED APPLICATION RATE = 40.0 # / ACRE	

III.

PLANS

STAFF REPORT



Meeting Date:	November 3, 2025	Meeting Title:	Regular Meeting
Submitting Department:	External Affairs	Presenter:	Susan Scarlata
Agenda Item:	Community Engagement Task Force	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider directing staff to work to establish a Community Engagement Task Force.

Requested Action.

Staff requests that Council consider options, discuss, answer key questions, and direct staff to take steps to establish a Community Engagement Task Force.

Recommendations.

Staff recommends Council direct staff to work to establish a Community Engagement Task Force.

Background.

While discussing and approving of the Strategic Communications Plan in July of 2025, Council voted for staff to bring back possibilities related to establishing a Community Engagement Task Force. As shared in chapter eight of the Strategic Communications Plan, the Town's goal with community engagement is to, "Shrink the distance between people impacted by decisions and those making them." The Town utilizes an 'Engagement Spectrum' to build relationships with and learn from community members as we inform, engage with, and educate about the Town's work. Here are descriptions of the four levels of engagement in the spectrum.

Inform: The most regular and consistent form of engagement is putting information out. Every week (and most days) the Town publishes information through a variety of channels.

Consult: For short-term and smaller projects, the Town consults community members once, gathering input and insight through surveys, focus groups, and workshops.

Involve: For longer-term and larger projects, the Town involves community members numerous times during a given process, gathering insight and perspective and checking back with constituents to let them know how community input informed decisions.

Collaborate: Through Citizen Review Committees, Task Forces, and other groups the Town consistently works and collaborates with community members to gather consistent and continuous input and perspective and help move initiatives forward with a broad variety of perspective and insight.

As emphasized throughout the Strategic Communications Plan, "People support what they help create." The Town definitively benefits from ongoing engagement with community members. Falling into the 'collaborate' category of the Engagement Spectrum, a potential task force would be the most in-depth and ongoing means for engagement. A Community Engagement Task Force could help educate community members about the Town, increase familiarity with services and policies, and increase capacity by taking on initiatives and acting as ambassadors for Town services and projects. The External Affairs team envisions a Community Engagement Task Force as an ideal way to commit to consistent engagement and develop Town ambassadors that can speak to and share more about the Town's good work across and within various segments of the community. We anticipate utilizing this Task Force as a sounding board for engagement activities and other items, a resource to help educate different segments of the community, a voice at Council meetings and chats, and that each Task Force member will be assigned an area of focus to help implement specific initiatives and projects. A Community Engagement Task Force will help the Town continue to welcome a variety

of people into local government and empower members to be Town ambassadors for different programs, services, and initiatives. Staff does have some ideas for specific initiatives and programs for task force members to be assigned to and focus on. This is a short list that we anticipate will continue to expand and build with input from CETF members and knowledge they gain while engaging and attending Council meetings.

- Sister City relationships with Tlaxcala, Mexico and Lienz, Austria
- Improving Language Access at the Town
- Accessibility Audit of Town Facilities
- 'Open Day' at Town Hall & other Town Facilities

Analysis & Key Questions.

If directed by Council, the Community Engagement Task Force would need to be established through a Resolution, which would outline various details. Below are some of the specifics that staff is envisioning, which would be included in such a Resolution.

Goal: To help educate community members about the Town, increase familiarity with Town services and policies, and build capacity by taking on initiatives and acting as ambassadors for Town initiatives and projects.

Purpose: To act as a sounding board for engagement activities and other Town-specific items, as a resource to help educate different segments of the community, a voice at Council meetings and chats, and for each Task Force member to help implement and spearhead specific initiative and projects as Town Ambassadors.

Membership: The Task Force shall consist of no more than eleven members, all of whom shall reside in Teton County, Wyoming. All members shall be appointed by majority vote of the Jackson Town Council, and any vacancies, whether created by removal, resignation, or otherwise, shall be filled by the same.

Term Length: To establish staggered terms, initial members shall be divided into one group of five members and one group of six members. The group of five members will serve an initial one-year term. The group of six members will serve an initial three-year term. All subsequent terms for all members after initial appointments will be two years.

Member Responsibilities: The Task Force will report to Town Staff. During their term Task Force members shall:

1. Attend and actively participate in every meeting of the Task Force.
2. Attend and participate in Town Council meetings and chats on a rotating basis each month.
3. Work on specific initiatives and projects and provide timely work product as assigned by Town Staff.
4. Read supporting materials, learn about, and share insight and perspective about Town engagement activities and other items, as specified by staff.
5. Act as a Town Ambassadors helping educate about Town services, projects, and initiatives.
6. Serve with integrity and inspire trust and confidence in Town government.
7. Track hours spent serving on the Task Force, providing documentation as requested by Town Staff.

Meetings: Meetings of the Community Engagement Task Force shall be open to the public and conducted in accordance with state statutes. Regular meetings of the Task Force shall be held at least monthly in Town Hall. A majority of Task Force members may call special or emergency meetings.

Meeting Attendance: Members are required to regularly attend all Task Force meetings. If a member must be absent, they must notify Town Staff as soon as possible prior to the meeting. If a member has been absent from 25% of the regular meetings during a calendar year, Town staff may submit a written request to the Town Council for a replacement to fill the unexpired term of the member.

Task Force Duration: The Community Engagement Task Force will commence no later than February 1, 2026, and continue until such time as it is dissolved by Town Council.

Potential Application and Appointment Process: Staff recommends opening an application period for one month shortly after Council approves a related Resolution. Depending on how many applicants there are, staff also recommends utilizing a rubric to cull the list of applicants and appointing members using the Delphi Method. Applicants will be asked to fill out forms answering the following questions.

1. What is your perspective on community engagement and why are you interested in joining the Town's Community Engagement Task Force?
2. What perspectives do you have that can help you advise the Town on engagement strategies or other Town-specific items?
3. Members of this Task Force will act as Town Ambassadors, what do you know about the Town that you would be interested in learning more about and/or helping educate others in the community on?
4. Members of this Task Force will focus on specific areas. Of the following, what interests you most?
 - a. Helping build and support the Town's Sister City relationships with Tlaxcala, Mexico and Lienz, Austria;
 - b. Helping move forward an accessibility audit of Town Facilities;
 - c. Helping spearhead an 'Open Day' at Town Hall & other facilities; or
 - d. Helping improve Language Access at the Town.

Delphi Method: Working with complete applications, the appointment process will employ a rubric to assess applications and the Delphi Method to work toward mutual agreement by conducting a series of selection rounds until consensus is reached. Staff sees this as a valuable way for Town Council to engage in a systematic consensus-building approach to appoint Task Force members. This process will narrow down the applicant list and identify applicants for whom consensus is reached. For this process, each Town Councilor will review applications, make a list of the nine or eleven applicants that rise to the top for them, and share them with staff via email. Once staff has all of Council's responses, we will rank the list of candidates by the number of times each was included to determine the most frequently selected candidates. Applicants selected with some frequency will be compiled in a new list for redistribution and a second selection round by Councilor will be undertaken. If needed, Council may undertake several rounds of listing applicants. After each round, responses will be aggregated anonymously and shared with Council. Again, if needed, Councilors will be able to adjust their choices in subsequent rounds, based on how they interpret the "group response" that has been provided in previous rounds. Through as many rounds as needed the Delphi method will, eventually, help reach consensus about Task Force appointees.

Stipends: Staff suggests that each member of the Community Engagement Task Force be eligible to receive a stipend of up to \$450 per month. Stipends will help attract individuals with varied backgrounds, socioeconomic realities, ages, and personal situations that may not otherwise be able to serve. Financial support will, ideally, bring community members who do not generally participate in government or community processes to the table and will compensate them for their expertise, skills, participation, and varied perspectives. Nationally, it has become more common to provide funding for participation on task forces and committees. Locally, various ambassadors are paid \$55 a day or \$1,500 for three months of engagement, which both align with the \$450 monthly amount. Stipends could help community members who might otherwise take on additional jobs be able to commit to and participate in this task force and engagement with government. If stipends are approved, staff proposes having members opt-in to receive them and track their monthly hours of participation.

Student Members: Some other municipalities in Wyoming have youth councils to advise and give input to Town Council. To take some steps toward a similar concept, the Town could include youth members on the Community Engagement

Task Force as part of the larger group. If Council would like youth members on the CETF, staff recommends they are in addition to nine adult members, making the full membership a group of eleven.

Steps to Establish Task Force: Again, if Council so chooses, various steps will need to occur to establish a Community Engagement Task Force (CETF). Staff's understanding of the related steps are listed below.

1. **October 20** | Town Council decides to establish a Community Engagement Task Force and determines if members will receive payment.
2. **November** | Town Council passes a Resolution establishing a Community Engagement Task Force.
3. **November & December** | A four-week application period opens for people to apply to the CETF.
4. **January** | Council appoints members to CETF.
5. **January/February** | CETF meetings begin, and each member is assigned to a specific project.

Key Questions

Key Question #1: Does Council want to establish and appoint a Community Engagement Task Force?

Key Question #2: Does Council have edits or additions to the purpose and goal provided for this Task Force?

Key Question #3: Does Council approve of paying members of a Community Engagement Task Force and/or Town Ambassadors?

Key Question #4: Does Council want to designate two spaces for youth members of the Community Engagement Task Force and make the total membership eleven?

Possible Alternatives.

Council could choose not to establish a Community Engagement Task Force or discuss alternatives to any of the topics provided in the Analysis section of this Staff Report.

Comprehensive Plan & Priority Alignment.

The Comp Plan's third Common Value is 'Quality of Life,' which highlights that our community takes pride in our local identity and community character. The Comp Plan states, "Residents and visitors have become accustomed to high-quality life safety, transportation, educational, social, cultural, and recreational services." A Community Engagement Task Force is entirely aligned with helping maintain and continue high quality of life focused on social, educational, cultural, and recreational services.

Fiscal Impact.

If Council approves an eleven-member Community Engagement Task Force being paid \$450 per month and each member is paid that full amount, it will total to \$59,400 annually. A nine-member group would total \$48,600 annually. There is \$48,600 budgeted for stipends, which will cover them for the rest of this year whether for a nine- or eleven-member group. If Council decides to move forward with stipends, we will need to budget for that, either for \$48,600 (9-member) or \$59,400 (11 member) in the FY27 budget. We have also budgeted for professional services for support and facilitation to educate Task Force members about civic and community engagement in the amount of \$35,000.

Staff Impact.

The External Affairs Department presented the strategy to have a Community Engagement Task Force in its Strategic Communications Plan and, if directed, would steward this task force. As this department seeks to "Shrink the distance between the people impacted by decisions and those making them," a CETF is an appropriate and effective use of staff

time and resources. This endeavor would help bring a wider variety of voices and perspectives into our Town government and gather broader perspectives to ideally help people “Support what they are helping create.” Staff anticipates spending approximately 100 hours annually of the Director of External Affairs time to establish, facilitate, and support a Community Engagement Task Force. The Public Information Officer would also attend meetings, help facilitate, and provide support and perspective to the Task Force, spending approximately 75 hours annually on this initiative.

Attachments or Links.

NA.

Suggested Motions.

I move to direct staff to work to establish an eleven-member Community Engagement Task Force with:

- The purpose and goals set forth in this staff report;
- Space for two youth members; and
- Payment for each member in their roles as Town Ambassadors in the amount of up to \$450 monthly.

STAFF REPORT



Meeting Date:	November 3, 2025	Meeting Title:	Regular Meeting
Submitting Department:	Joint Transportation Division	Presenter:	Charlotte Frei
Agenda Item:	Millward/Simpson Parking Garage Overnight Rates	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider potential options for setting fees at the Millward/Simpson Parking Garage for winter 2025-2026.

Requested Action.

Staff request that Council set and direct staff to implement a specific fee structure for the Parking Garage.

Recommendations.

Staff recommends Council direct staff to implement Option 4, baseline parking fees plus a local discount option for up to 100 residents as discussed below.

Background.

The 2019 Downtown Parking and Mobility Management Plan directed staff to prioritize the Millward/Simpson Parking Garage for use by employees (60%) and customers (40%). Designating the garage for these uses was intended to ensure availability of on-street parking in the 3-hour zone for people to shop and dine around Town Square and the downtown core. In addition, staff understands that Council may be interested in attracting airport shuttle riders and accommodating some area residents in the parking garage this winter.

Objective # 4: Other Downtown Public Off-Street Parking Facilities and Off-Street Shared Parking Assets

- All remaining off-street public parking in Downtown (as well as publicly-licensed shared parking in private off-street lots) should be managed to serve the following users in order of priority:
 1. E: Employee Parking 60%
 2. C: Customer and Visitor Parking 40%
 3. R: Residents and Residential Guest Parking (If surplus supply available)
 4. T: Transit and Pick-Up / Drop-Off (If surplus supply available)
 5. D: Deliveries and Commerce (If surplus supply available)
 6. RV: Recreational Vehicle Parking (If surplus supply available)

Figure 1. Off-Street parking Management Objectives (2019 Downtown PMMP)

The parking structure has a total of 279 spaces. Of these, 70 are located on the roof and closed from 3:00AM to 7:00AM for plowing, and 14 are permanently designated for ADA (7), EV (3), Veteran (1), and 3 Pearl/Jackson homeowners. This leaves 195 covered spaces available for overnight use. **The number of spaces available to the general public is reduced due to** closure of the roof deck to overnight parking and other assigned spaces. This, in turn, increases the likelihood of a "lot full" condition and may limit access for short-

term users.

To maintain daytime availability, staff does not propose deducting the 70 roof spaces from the system's total capacity; the gate will open if a roof space is available, though customers must follow posted restrictions prohibiting overnight parking.

Prior Discussions

On March 18, 2024, staff presented data on issues at the parking garage and requested to issue a Request for Proposals (RFP) for a Parking Access Revenue Control System to improve the Town's ability to manage the garage. The primary motives for issuing the RFP were to **reduce staff time spent enforcing the 48-hour limit; to deter commercial users (rental cars, Turo) and criminal activity; and to initiate steps to actively manage transportation assets**. Following direction to issue the RFP, the following items came before Council:

- On December 2, 2024, staff recommended negotiation of a contract with SKIDATA and establishment of a \$12 overnight rate, charging \$2 per hour from 10:00PM to 4:00AM. Staff committed to coming back to council within 9-12 months of this pilot rate being in effect to report on garage utilization.
- On February 18, 2025, staff presented the contract with SKIDATA and provided an update about the prior information, as Town Council had three new members.
- On June 2, 2025, Council directed staff to adjust paid hours from 10:00PM to 4:00AM to midnight to 4:00AM, preserving the \$12 overnight rate.
- On September 15, 2025, staff provided a broader update of parking and public realm improvements related to Home Ranch, and daylighting of parking downtown. Staff are working on these items and plan to bring more information to a Council workshop in early 2026. Town Council placed 'residential parking' on the Potential Initiative (PI) list for discussion at its January 2026 retreat.
- On October 6, 2025, staff provided more information about the garage and a motion allowing free use up to 8 hours and a maximum daily rate. Staff advised against a residential permit system due to staff impact, the need to allocate spaces, and varied garage capacity between day and night use.
- On October 20, 2025, Council reconsidered the October 6 motion and continued this item to November 3, expressing interest in accommodating residential and airport shuttle users.

What we know about how the garage is used

From March 20-22, 2025, staff collected data at the garage every 3-hours to understand occupancy, turnover, and get a winter 'pre-install' condition. Table 1 below shows occupancy data by 4 geographic groups: WY22 plates, other WY plates, out-of-state plates, and no plate. A significant portion of the workforce commutes from Teton County, Idaho, so the out-of-state plates could belong to either employees or visitors.

Staff has heard public comment reporting that, when the garage had a 48-hour limit, many nearby residents used the garage as their overnight vehicle storage solution since on-street parking is prohibited from 3:00-7:00AM. The WY22 plates listed below likely represent some of these users. The other geographies could be overnight visitors (from the adjacent hotel or others) or seasonal employees without WY22 plates.

Table 1. Average Day & Night Occupancy by Plate Type

Plate Type	Day (10 am - 7 pm)		Night (1 am - 4 am)	
	Average Count	Average % Occupied	Average Count	Average % Occupied
WY22	86	43.8%	97	49.6%
Other WY Plate	11	5.8%	16	8.4%
No Plate	18	9.1%	24	12.1%
Out of State/Other	39	19.9%	58	29.6%
Total Occupancy	153	78.6%	194	99.7%

*10am 3/20/25 - 1pm 3/23/25 (Hill Climb Weekend). Denominator excludes Roof, ADA, EV, Vet spaces.

Table 2 shows garage occupancy for these geographic groups for each sampled period. The covered spaces in the garage are generally 99% occupied (i.e. at capacity) from 10:00PM to 4:00AM. By 7:00AM, roughly 7-10% of covered spaces become available. Also, at 7:00AM, the roof is available for day users (customers and employees). By 10:00AM, covered spaces are 15-20% available (29 to 39 covered spaces). This suggests that many overnight users depart by 10:00AM, allowing employee and day visitor use, but as Table 3 shows below, not all overnight users depart every day. Most users depart by day 3, but 67 users did not move in a 48-hour period, and 7 users did not move in a 72-hour period.

Table 2. Occupancy by Plate Type and Time Period (Percents exclude Roof, ADA, Veteran and EV spaces)

Time	Time Category	WY22	Other WY	No Plate	Out of State	Total Occupancy
3/20/2025 10:00	Day	35%	6%	8%	17%	67%
3/20/2025 13:00	Day	37%	4%	9%	18%	69%
3/20/2025 16:00	Day	37%	4%	9%	19%	69%
3/20/2025 19:00	Day	39%	13%	11%	26%	89%
3/20/2025 22:00	Evening	39%	17%	12%	30%	98%
3/21/2025 1:00	Night	41%	16%	11%	32%	100%
3/21/2025 4:00	Night	41%	16%	11%	31%	99%
3/21/2025 7:00	Morning	39%	11%	9%	27%	86%
3/21/2025 10:00	Day	39%	8%	9%	18%	74%
3/21/2025 13:00	Day	39%	6%	7%	15%	68%
3/21/2025 16:00	Day	42%	4%	8%	15%	69%
3/21/2025 19:00	Day	51%	5%	10%	23%	88%
3/21/2025 22:00	Evening	53%	4%	14%	27%	98%
3/22/2025 1:00	Night	54%	4%	14%	28%	99%
3/22/2025 4:00	Night	54%	4%	13%	28%	99%
3/22/2025 7:00	Morning	49%	4%	11%	26%	90%
3/22/2025 10:00	Day	49%	4%	10%	23%	85%
3/22/2025 13:00	Day	47%	4%	13%	23%	87%
3/22/2025 16:00	Day	52%	5%	11%	22%	89%

Time	Time Category	WY22	Other WY	No Plate	Out of State	Total Occupancy
3/22/2025 19:00	Day	51%	6%	11%	24%	91%
3/22/2025 22:00	Evening	53%	5%	12%	29%	99%
3/23/2025 1:00	Night	54%	5%	12%	29%	100%
3/23/2025 4:00	Night	54%	5%	12%	29%	99%
3/23/2025 7:00	Morning	54%	5%	9%	25%	93%
3/23/2025 10:00	Day	51%	6%	7%	18%	82%
3/23/2025 13:00	Day	44%	7%	6%	16%	73%

Table 3 below illustrates how many cars occupied the same spot on 1, 2, or 3 nights during the survey period. This illustrates that more than half of the cars are in a different spot on the second night, and by the third night the occupants are different than the first night (since 195 spaces are occupied, but only 66 are the same all 3 nights). The difference in the WY22 plates present for 1 (169), 2 (89), and 3 (42) nights suggests 40 to 90 of the WY22 plates identified are regular users. It is possible that 145 parkers (sum of present at least 2 nights) are regular users.

Table 3. Counts of Unique Overnight Parkers (at 1 am) by Plate Type and Stay Length

Plate Type	Present at Least 1 Night during 3 Night Period	Present at Least 2 Nights during 3 Night Period	Present at Least 2 Nights - in the Same Spot	Present 3 Nights during 3 Night Period	Present 3 Nights - in the Same Spot
WY22	169	89	67	42	7
Other WY Plate	38	9	5	2	2
No Plate	14	12	6	9	1
Out of State/Other	141	35	25	13	5
Total Unique Overnight	362	145	103	66	15

Alternatives for area residents to continue parking in the garage.

Alternative A. Pilot Permit Program for up to 29 spaces (15% of covered, unassigned capacity)

Staff would develop a **pilot** residential permit program for winter 2025–2026 (December 2025 –April 2026) for the parking garage to test feasibility and identify operational needs. The pilot would provide 29 reserved parking spaces in the garage on a first-come first-served basis. Key elements of a residential parking garage permit program would include:

1. **Housing verification:** Confirming applicants reside in Town or within a Council-approved zone.
2. **Payment setup:** Creating a form with existing Town systems to process permit fees.
3. **Permit issuance and administration:** Defining clear terms and conditions, including rules against sharing or misuse, and procedures for suspension or revocation. Staff recommend issuing up to 29 permits, corresponding to 15% of the covered spaces in the garage that are not already assigned.

4. **Fabricate & install signs at specific stalls:** Permitted spaces would be marked 'Permit Parking Only December 1- April 15.' Permit holders can park in any signed space and will not have assigned spaces.
5. **Monitoring & compliance:** Tracking permit use would continue to ensure adherence to policy and inform future adjustments to the 29 permitted spaces.

If implemented now, staff recommends parking permits cost \$562.50 for the entire season, with plans to provide either seasonal permits, or monthly payment plans. The cost equates to \$125 per month for 4.5 months (Dec 1 – April 15), which would offset some staff time to develop the process described above. The funds will be assigned to the existing garage management account. Users can receive a QR code permit; if they want a physical HID proximity card, they can pay a deposit for a card, refundable upon return.

Considering Council's desire to serve airport shuttle users this winter, staff advises against issuing more than 29 permits.

Alternative B. Locals Discount Program (e.g. 50% standard discount)

A discounted rate for locals who live within the Town is an alternative that would not require allocating spaces, and the pay-as-you-go nature may encourage more thoughtful use. Locals meeting the residential requirement who want to park in the garage overnight could do so for 50% off the advertised rate. Under this scheme, a user would have access to the discount code for the winter season, pay only for the nights they use the garage, but they would not have a reserved parking space. With this system, users would pay for hours they need instead of committing to an entire month or season. This could lead to lower overall costs, as users may not need spaces if they are traveling/out of town or alternating garage nights with a roommate. Customers would scan a unique QR code to enter the structure and scan the same QR code to exit. The system will recognize the code and charge them a 50% discount, payable by credit card at the exit kiosks. Spaces will NOT be assigned, all spaces would be first-come, first-served. The garage has historically operated as a first-come, first-served facility.

The program could be limited to 100 users to coincide with the average nightly WY22 use noted in Table 1. Since only 42 of the sampled WY22 vehicles were in the garage three nights in a row, **the locals' discount approach reflects a flexibility that could benefit both residents and airport shuttle users.** Key elements to issue a discount code would include the following (compared to Alternative A, permit program):

1. **Housing verification:** Confirming applicants reside in Town or a Council-approved zone.
2. **Payment setup:** This step is **eliminated** as customers pay at exit.
3. **Permit issuance and administration:** Defining clear terms and conditions, including rules against sharing or misuse, and procedures for suspension or revocation. A QR code is e-mailed to up to 100 eligible participants. Users can print the QR code or save it to their mobile wallet.
4. **No signs at stalls:** Sign fabrication is **eliminated** under this option. Locals' discount holders can use any space and would not have an assigned space. Spaces are first-come, first-served and NOT guaranteed.
5. **Monitoring and compliance:** Tracking discount code use to ensure adherence to policy and inform future adjustments.

Trade-offs of possible alternatives to serve the target user groups

Staff has reflected on needs of employees, downtown visitors, residents, airport shuttle riders, and hotel guests and developed 5 alternatives. The Municipal Code limits garage use to 30 days, so all options have a 30-day stay

limit. As long as any user moves their vehicle once every 30 days (or asks someone to move it for them), they would not be in violation of the code. Jackson PD would be provided with a list of permit holders and their plate numbers to cross-reference before ticketing a vehicle parked for 30 days.

Table 4. Parking Program Options

Option	Summary of Key Features	Use Cases by User Group
1. Current Policy (Baseline)	\$3/hour from midnight–4:00AM, \$12 nightly rate. No residential permits.	Employees: Employees pay \$0 from 4:00AM to midnight. Downtown Visitors: Daytime visitors can stay 4:00AM to midnight at no cost; overnight visitors will pay per hour. Residents: No special accommodation for overnight use. <i>The nightly price for a resident is \$12.</i> Airport Shuttle Users: \$12 per night is less than the \$25-\$35 per night at the airport; the shuttle costs \$10 per adult, each way. For a trip of 2 days or more, the \$12 price will be competitive. Hotel Guests: Any hotel guests could pay \$12 to stay in the garage, or they could pay the rate charged by their accommodation (e.g., \$22 at Springhill Suites).
2. Residential Permit Pilot	Adds up to 29 seasonal permits (\$562.50 each for the season or \$125 per month) to current baseline. Tradeoffs compared to baseline: Only serves a few households with a guaranteed space; requires verification, tracking, and enforcement.	Employees: same as baseline Downtown Visitors: same as baseline Residents: Accommodates 29 vehicle owners for the permit price. <i>The nightly price for a resident is \$4.16, paid for all nights in a month whether used or not.</i> Airport Shuttle Users: same as baseline, but 29 fewer spaces available Hotel Guests: same as baseline, but 29 fewer spaces available
3. Adjusted Rate + Permit Pilot	First 10 hours free, then \$5/hour up to \$25/day or \$100/week; up to 29 resident permits. Tradeoffs compared to baseline: More complex pricing; Only serves a few households with a guaranteed space; requires verification, tracking, and enforcement; encourages turnover	Employees: 10 hours free, then per hour for longer stays. Downtown Visitors: First 10 hours are free, then pay per hour for longer stays. Residents: Accommodates 29 vehicle owners for the permit price. <i>The nightly price for a resident is \$4.16, paid for all nights in a month whether used or not.</i> Other residents beyond 29 are subject to the standard rate, with the first 10 hours free. Airport Shuttle Users: An airport shuttle user would likely use the garage for several days; at \$25 per day, it is the same price as off-peak days at the airport before the one-way \$10 fare is paid. This would be a competitive advantage for stays of 5 days or more due to the \$100 max weekly rate. An airport shuttle user could also have a friend to move their vehicle, and they would have 10

Option	Summary of Key Features	Use Cases by User Group
		hours to do so, which provides additional flexibility compared to leaving their vehicle in the 3-hour zone. There would be 29 fewer spaces available to an airport shuttle user. Hotel Guests: First 10 hours are free, then pay per hour for longer stays. A savvy consumer could time their arrival and departure to avoid any payment. For stays of 15 hours or more, the price is on par with hotel parking rates, which could encourage customers to park at their hotel for simplicity.
4. Locals Discount Program	Keeps baseline \$12 per night rate; offers 50% discount for up to 100 verified locals (lease + local job). Tradeoffs: Requires verifying local status, space is not guaranteed as they are not reserved	Employees: same as baseline; some may be eligible for discount rate. Downtown Visitors: same as baseline. Residents: Accommodates up to 100 discount holders on a first-come, first-served basis. Spaces are not reserved. <i>The nightly price for a resident is \$6, paid only for the nights that they use the garage.</i> Airport Shuttle Users: same as baseline; some may be eligible for discount rate. Hotel Guests: same as baseline
5. Locals Discount + Adjusted Rate	Combines 10-hour-free rate (\$25 max daily, \$100 max weekly) with 50% local discount for up to 100 users. Tradeoffs compared to baseline: Requires verifying local status; More complex pricing; space is not guaranteed/ reserved	Employees: First 10 hours are free, then pay per hour for longer stays. Some may be eligible for discounted rate. Downtown Visitors: First 10 hours are free, then pay per hour for longer stays. Residents: Accommodates up to 100 discount holders on a first-come, first-served basis. Spaces are not reserved. <i>The nightly price for a resident, assuming a 12-hour stay, is \$5, paid only for the nights that they use the garage.</i> Other residents who are not eligible for the discount program can use the garage under the prevailing rate, with the first 10 hours free. Airport Shuttle Users: An airport shuttle user would likely use the garage for several days; at \$25 per day, it is the same price as the off-peak days at the airport before the \$10 per person one-way fare is paid. This would likely be competitive only for stays of 5 days or more due to the \$100 max weekly rate. An airport shuttle user could also ask a friend to move their vehicle, and they would have 10 hours to do so, which provides additional flexibility compared to leaving their vehicle in the 3-hour zone. Some airport shuttle users may be eligible for the discount rate. Hotel Guests: First 10 hours are free, then pay per hour for longer stays. A savvy consumer could time their arrival

Option	Summary of Key Features	Use Cases by User Group
		and departure to avoid any payment. For stays of 15 hours or more, the price is on par with hotel parking rates, which could encourage customers to use their hotel for simplicity.

Staff hypothesize that a rate structure combining a **higher nightly rate** (e.g., more than \$22) **and a lower weekly rate** (\$100 or less) would discourage hotel guests while remaining attractive for airport shuttle users. Offering a **50% locals discount** could help maintain access for residents who have historically relied on the garage, while a **10-hour free period** would continue to support employees and day visitors. However, if the **daily rate is set too high**, even a low weekly rate may fail to attract airport shuttle riders. By adjusting the parameters of the **daily rate, weekly rate, free period, and locals' discount**, the Town can influence utilization among different user groups and better align demand with policy goals.

Timeline for changes

The equipment is ready to go live, however staff will need approximately 3-4 weeks to implement a change to the parking structure fee schedule and/or organize a permit/discount program. We will need to manage cars that are in the garage, draft and share a press release informing the community of changes, and develop an approach to residential parking if directed to do so. This means implementation and opening might best occur between November 24 and December 15, 2025. On November 1, on-street winter parking restrictions go into effect from 3:00AM to 7:00AM on all Town streets until April 15. Year three of the pilot shuttle to and from the airport begins on December 13, 2025. There is increased demand for airport parking over Thanksgiving, Christmas, and New Year's, and holiday weekends (Martin Luther King, Jr. and Presidents' Day). Currently, the gates for the garage are open and users are continuing to park there for free.

Other Next Steps on Coordinated Parking Strategy

As discussed during the September 15, 2025, workshop about downtown parking, parking is one of the greatest levers a local government has to achieve preferred land-use, emissions, transportation, and economic development goals. Managing parking supply to align with strategic goals can shape land use and the public realm. Anecdotally, we also know that searching for parking can lead to frustration for visitors, residents, and employees, which is often highest during peak visitation months. Cars circling looking for parking also generate emissions and congestion that undermine our environmental goals.

Multiple current initiatives will contribute to the development of a comprehensive parking strategy and management guidelines to advance goals of the Comprehensive Plan and Integrated Transportation Plan (ITP). These efforts aim to balance transportation access, vehicle turnover, neighborhood livability, and improve multimodal transportation. Staff continues to coordinate on these efforts and will bring updates to Town Council as appropriate; an update is planned for Q1 2026.

The focus of the motion and policy questions herein are **specific to the parking garage winter 2025-2026 pilot pricing**. As discussed in prior meetings, staff will bring information about garage use to a future meeting; currently no valid use data from the installed armbar system is available since the exit gates have been in the up position since September 29, 2025.

Key Policy Questions.

1. Key Question #1: Who are the intended users Council wishes to serve?

Does Council wish for the parking structure to continue serving primarily employees (60%) and customers (40%), as established in the 2019 Downtown Parking and Mobility Management Plan, and/or should it also formally accommodate residents and airport shuttle users? Clarifying this will help staff align pricing, communication, and future infrastructure decisions with Council's intended priorities.

2. Key Question #2: Does Council support a permit program or a locals' discount program?

To support local access, would Council prefer a locals' discount program, which provides flexibility and eliminates the need to assign spaces but does not guarantee a space, or a residential permit pilot, which designates a set number of spaces for a specific number of users? Staff recommend pursuing the locals' discount option for simplicity and adaptability, consistent with Option 4 or 5.

3. Key Question #3: If Council prefers a permit program, how many should be reserved for residential use?

If a permit program is preferred, how many spaces should be reserved during the 2025–2026 winter season? A permit program is not staff's recommendation; however, if Council prefers the permit option, staff recommends beginning with up to 29 spaces (approximately 15% of covered stalls) to balance resident access with overall facility capacity.

4. Key Question #4: Does Council wish to define eligibility criteria for residency for either program?

Should participation in a locals' discount or permit program be limited to individuals with proof of residence in Town limits (e.g., lease or utility bill). If so, what are Council's desired Town limits? Staff recommends the program be available to any Town resident.

Possible Alternatives.

1. See alternatives above (Table 4)

Comprehensive Plan & Priority Alignment.

Principle 7.1: – Meet future transportation demand with walk, bike, carpool, transit and micromobility infrastructure

Policy 7.1.b: Create a transportation network based on "complete streets" and "context sensitive" solutions

Principle 7.2: Reduce greenhouse gasses from vehicles from 2012 levels.

Policy 7.2.b: Discourage use of single-occupancy vehicles – managing off-street parking will add a new variable for travelers to consider when making decisions about how to access the Town of Jackson Downtown Core and 3-hour zone.

Policy 7.2.c: Explore and pilot innovative transportation solutions – Parking management technology is widespread throughout the world and is being used to help communities manage demand for transportation during peak times of day and times of year.

Strategy 7.2.S.4: Reevaluate parking standards and other regulations that currently promote travel by single-occupancy motor vehicles – Managing parking supply is one of the few levers local governments can use to discourage single-occupancy vehicle travel. Decades of investment in highways, along with broader

socioeconomic trends, have made the automobile the dominant mode of transportation across most of the United States. By managing locally owned streets and Town-managed parking, the Town has a direct opportunity to influence how people travel—encouraging choices that are more space-efficient and produce fewer emissions. Staff can use data on turnover and occupancy to re-evaluate existing standards and regulations.

Strategy 8.1.S.1: Define desired service levels from government service providers that address all policies of Principle 8.1 [Maintain Current, Coordinated Service Delivery]. The parking access technology is anticipated to reduce the burden on staff in Town Facilities and Jackson Police Department, allowing staff to redirect their time to higher and better uses that technology cannot perform. Implementing a permit program, conversely, will increase staff time.

Fiscal Impact.

The net fiscal impact is to be determined by occupancy and actual fees paid. All garage revenues are assigned to a garage fund which could be used to pay for garage maintenance. Additional fiscal impacts will be discussed at a future workshop. The permit program would likely cost more due to the need to fabricate signs for assigned spaces. The locals' discount program will require only staff time, as the discount would be offered via a QR code, and parking spaces would not be signed.

Staff Impact.

Staff from Joint Transportation and Town Police, Public Works, External Affairs, and Planning Departments have contributed approximately 350 hours in total to this project since Council's direction to pursue procurement of the Parking Access Revenue Control System (PARCS). Staff resources needed to operate and maintain the system (**after installation**) include:

- Town Public Works, Facilities and Street Divisions – 50 hours per year to repair or troubleshoot maintenance issues and to ensure entrance and parking information signs and pavement markings are maintained. Priors to PARCS, Town Public Works staff spent 100-150 hours per year for cleaning after routine incidents.
- Town Police Department – 325 hours per year to address violations, issue refunds, and check the garage for stays over 30 days. Prior to PARCS, CSOs spent approximately 600 hours per year in the garage (this does not include patrol officers' time in the garage).
- Town Hall and Dispatch – 30 hours per year to help customers experiencing issues; customers can press a button for support; this number will call Town Hall during business hours and dispatch after hours. Clear instructions at entry and exit can reduce the customer calls.
- Transportation Planning Functions – 80 (updated from 40) hours per year to review reports, evaluate data, and make recommendations for parking management.
- External Affairs – 20 hours to develop communications around the program change initially, regular communications about parking changes, and signage.

Additionally, the equipment is expected to reduce staff time monitoring, enforcing, and cleaning the garage. The ability to pay on exit is expected to reduce the number of tickets in municipal court and thus reduce the overall workload for PD, legal, and municipal court related to violations. Time CSOs previously spent monitoring and enforcing the 48-hour limit in the garage can be spent on other activities.

Implementing a permit system would likely require an additional 3-5 hours of work per permittee. Implementing a local's discount program is expected to require 1-2 hours of work per customer. A locals' discount program can be introduced more quickly than a permit program due to the pay-as-you-go nature and absence of signs.

Note that the 2019 Downtown Parking and Mobility Management Plan recommended a new FTE devoted to parking in order to develop a more sophisticated parking program. At this time, existing staff are managing parking. More information and options will be provided at a Q1 2026 workshop and, potentially, as Council explores items from the Potential Initiative (PI) list.

Attachments and Links.

N/A

Suggested Motion.

Staff recommend a motion aligned with Table 3, Option 4:

I move to direct staff to implement a \$3 an hour rate for parking at the Millward/Simpson garage from midnight to 4:00AM, for an overnight rate up to \$12, and create a 50% locals discount program for up to 100 residents, valid from November 1, 2025 - April 16, 2026.

Staff will have suggested motions for all alternatives described above at the meeting should Council desire.

STAFF REPORT



Meeting Date:	November 3, 2025	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves all ordinances. Wyoming Statute 15-1-127(c) mandates that the Town have an ordinance prescribing requirements governing conflicts of interest by any employee and any member of their immediate family and procedures by which any employee and any member of their immediate family may be exempt from those requirements. This ordinance establishes these requirements.

Requested Action.

Staff requests Council approve Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on third reading as presented and designate it Ordinance 1448.

Recommendations.

Staff recommends Council approve Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on third reading as presented and designate it Ordinance 1448.

Background.

The Town Council approved Policy Manuals for Town employees at the March 17, 2025 regular meeting. The previous Policy Manual contained information in multiple areas relating to use of Town property, political activity, endorsement of products, gifts and favors, but did not contain a specific section regarding conflicts of interest.

During the update process, staff learned that Wyoming Statute 15-1-127(c) mandates that the Town have an ordinance prescribing requirements governing conflicts of interest by any employee and any member of their immediate family and procedures by which any employee and any member of their immediate family may be exempt from those requirements. Staff realized that we did not have such an ordinance in our municipal code. Staff also wanted to address service on appointed Town or Town/County boards, service on boards of organizations receiving funding from the Town, and outside employment.

Council adopted this ordinance on first reading at the October 6, 2025 Town Council meeting and on second reading at the October 20, 2025 Town Council meeting.

Analysis.

Next Steps:

- Upon final adoption, the ordinance will be advertised in the paper and become effective. The ordinance changes will be codified with the next update to the Municipal Code.
- Once effective, Internal Services will conduct education and training sessions for employees and provide information online for employees.
- Internal Services will provide notification to employees on how to disclose outside employment and/or ask for an exemption for documentation, for management to ensure that the outside employment is in compliance with the ordinance as it relates to adverse impacts, and to determine if any exemption is warranted.
- Once effective, Internal Services will provide a deadline for staff to submit any disclosures or requests for exemptions to bring all staff into compliance.

Key Question #1. Does the Town Council support the Conflicts of Interest Ordinance as presented on third reading?

Staff welcomes Council questions and input into this ordinance.

Possible Alternatives.

Council could delay third and final reading until a future date and/or ask for further information on specific areas or requirements. Should substantive changes be made, the ordinance would go back to first reading.

Comprehensive Plan & Priority Alignment.

The ability of the Town of Jackson to implement and take actions aligned with the Comprehensive Plan depends on the ability to recruit and retain an effective and trusted workforce, and one that the community can rely on to act ethically. Establishing policies for employees that address trust and ethics in our day-to-day work leads to a positive working environment and the provision of quality services and is aligned with Common Value #3, Quality of Life, and directly relates to Section 8, Quality Community Service Provision.

Fiscal Impact.

There is no fiscal impact as a result of establishing policies related to conflicts of interest. There is a fiscal impact for adoption of ordinances, as they must be advertised. The cost to advertise an ordinance is dependent upon the length and runs between \$300 - \$800 for shorter ordinances.

Staff Impact.

The staff impact of this ordinance, separate from the Policy Manual update project, is approximately 45 hours and includes time spent by the Director of Internal Services with additional time spent by the Town Manager, Department Directors, the Town Attorney, and employees. Staff impact after adoption is estimated at an additional 20 hours including conducting training with employees, completion of forms for outside employment by staff, and completion of finalization and the codification process.

Attachments or Links.

Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees.

Suggested Motion.

I move to adopt Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on third reading as presented and designate it Ordinance 1448.

ORDINANCE A

AN ORDINANCE ADDING SECTION 2.50, CONFLICTS OF INTEREST, TO TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.50, Conflicts of Interest of Title 2, Administration and Personnel, of the Municipal Code of the Town of Jackson, Wyoming, is hereby added to read as follows:

2.50 CONFLICTS OF INTEREST

2.50.010 – Purpose.

The purpose of this section is to prescribe requirements governing conflicts of interest for Town Employees and their immediate family and procedures by which an Employee or their immediate family may be exempt from those requirements.

(Ord. ____ § 1, 2025)

2.50.020 – Definitions.

A. *Anything of value* means:

1. A pecuniary item, including money or a bank bill or note;
2. A promissory note, bill of exchange, order, draft, warrant, check, or bond given for the payment of money;
3. A contract, agreement, promise, or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money;
4. A stock, bond, note, or other investment interest in an entity;
5. A right in action;
6. A gift, tangible good, or chattel or an interest in a gift, tangible good, or chattel;
7. A work of art, antique, or collectible;
8. An automobile, bicycle, electric bicycle, or other means of personal transportation;
9. Real property or an interest in real property, including title to realty, a fee simple or partial interest, present or future, contingent or vested within realty, a leasehold interest or other beneficial interest in realty;
10. An honorarium or compensation for services arising out of the person's service as a Town Employee;
11. The sale or trade of anything of value:
 - i. For reasonable consideration that would ordinarily not be available to a member of the public;
 - or

- ii. With a rebate or at a discount in its price, unless the rebate or discount is made in the ordinary course of business to a member of the public, or any group or category thereof, but without regard to that person's status as a Town Employee.
- 12. A promise or offer of employment;
- 13. Any other thing of value that is pecuniary or compensatory in value to a person.
- B. *Compensation* includes:
 - 1. An advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge, or transfer of money or anything of value; or
 - 2. A contract, agreement, promise or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money or anything of value, for services rendered or to be rendered.
- C. *Compensation* does not include:
 - 1. Reimbursement of expenses if the reimbursement does not exceed the amount actually expended for the expenses, and if the reimbursement is substantiated by an itemization of expenses; or
 - 2. Per-diem payments or mileage allowances paid by the Town in accordance with applicable law.
- D. *Employee* is defined as any person employed by the Town of Jackson in a full-time, part-time, or variable hour capacity.
- E. *Gift* means anything of value to the extent that consideration of equal or greater value is not received, but excludes the following:
 - 1. A gift that:
 - i. Is not used; and
 - ii. No later than thirty (30) days after receipt is returned to the donor or delivered to a charitable organization and is not claimed as a charitable contribution for federal income tax purposes.
 - 2. A certificate, commemorative token or item, or plaque with a value that does not exceed two hundred fifty dollars (\$250.00);
 - 3. Food and beverage;
 - 4. Compensation, per-diem or other payments or benefits which the Employee receives in the performance of services for the Town;
 - 5. Any loan, gift, gratuity, special discount, or hospitality with a value of two hundred fifty dollars (\$250.00) or less; or
 - 6. Travel, registration, and lodging for any conference or meeting while attending in their official capacity as a Town Employee.
- F. *Immediate family* is defined as an Employee's spouse, children, parent, sibling, grandparent, or grandchild; or is a member of the individual's household.

2.50.030 – Use of Title and Prestige of Public Office.

No Employee shall use their office or position for their private benefit. As used in this section, "private benefit" means the receipt by the Employee of a gift which resulted from their holding their position with the Town.

(Ord. ____ § 1, 2025)

2.50.040 – Misuse of Office.

- A. No Employee shall use Town funds, time, personnel, facilities, or equipment for their private benefit or that of another unless the use is authorized by law.
- B. No Employee shall use public funds, time, personnel, facilities, or equipment for political or campaign activity.
- C. No Employee shall use their official authority or influence to interfere with or affect the result of an election including using their official title/position while engaged in political activity or inviting subordinate Employees to political events or otherwise suggest to subordinates that they attend political events or undertake any partisan political activity.
- D. No Employee shall knowingly solicit or discourage the participation in any political activity of anyone who has business pending before the Town.
- E. No Employee shall engage in political activity while on duty. This prohibition includes:
 - a. Wearing political buttons, clothing, hats, or attire of any kind.
 - b. Displaying or distributing campaign materials.
 - c. Performing campaign-related tasks or work.
 - d. Making political contributions.
 - e. Attending any political event in a Town vehicle or bike.
 - f. Posting comments to a public or social media site advocating for or against a partisan political party, candidate for partisan office, or partisan political group.
 - g. Utilizing a Town email account or Town social media site to distribute, send, or forward content that advocates for or against a partisan political party, candidate for partisan political office, or partisan political group.
 - h. Engaging in any activity that violates the Town Employee Policy Manual.
- F. No Town Employee shall disseminate to another person official information which the Employee obtains through or in connection with their employment, unless the information is available to the general public or unless the dissemination is authorized by law.

(Ord. ____ § 1, 2025)

2.50.050 – Outside Employment; Disclosure of Outside Employment.

- A. For purposes of this section, outside employment means any form of employment, business relationship or activity, involving the provision of personal services whether or not for compensation, other than in the discharge of official duties.
- B. No Town Employee shall engage in outside employment that:
 - 1. Adversely impacts the Employee's job performance or attendance with the Town.
 - 2. Adversely impacts the reputation of the Town or any department of the Town.
 - 3. Adversely impacts the Employee's physical or mental capacity to perform their job duties.
 - 4. Adversely impacts the proper functioning of Town offices and departments or inhibits the effective delivery of public services.
 - 5. Is conducted at the same time as work being performed for the Town.

- C. All Employees shall disclose prospective outside employment to their department director prior to commencement of any such employment, and the Town Manager, or their designee, may review the prospective outside work for compliance with this ordinance and any other Town policies.

(Ord. ____ § 1, 2025)

2.50.060 – Participation or Membership in Organizations that Advocate, Incite, or Support Criminal Acts or Subversion of Government.

No Employee shall participate or hold membership in any organization that advocates, incites, or supports criminal acts or subversion of government.

(Ord. ____ § 1, 2025)

2.50.070 – Financial Relationships and Undue Favor.

- A. No Employee shall recommend the Town enter into a financial relationship or be a party to a financial relationship or approve any financial relationship with any member of their immediate family that could provide their immediate family a financial benefit that is only available due to the Employee's employment.
- B. No Employee shall make decisions or influence decisions that could unduly favor relatives, friends, or associates in employment or contractual opportunities with the Town.

(Ord. ____ § 1, 2025)

2.50.080 – Service on Boards.

A. No Employee shall serve on:

1. A Town of Jackson or joint Town of Jackson and Teton County appointed board, committee, or task force; or
2. The board of an organization approved for funding in the current fiscal year or upcoming fiscal year budget unrelated to their employment with the Town.

(Ord. ____ § 1, 2025)

2.50.090 – Coordination with Policy Manual

All Employees shall comply with the Town Employee Policy Manual as it relates to conflicts of interest which includes, but is not limited to, subjects such as social media and external communications, appearance and attire, political participation, confidential information and records, and email.

2.50.100 – Violations.

Any violations of conflicts of interest, as determined by the Town Manager or their designee, shall be addressed in accordance with the Town Employee Policy Manual.

(Ord. ____ § 1, 2025)

2.50.110 – Exemptions and Exemption Procedure.

A. A Police Department Employee is exempt from the prohibition against attending any political event in a Town vehicle or bike while on duty if their attendance is required as part of their official duties.

B. An Employee is exempt from the prohibition for outside employment conducted at the same time as work being performed by the Town if the outside employment in no way impacts their performance of their duties except for de minimis activities such as very infrequent and brief texts, phone calls, or emails.

C. A Police Department Employee is exempt from the prohibition against participation or membership in any organization that advocates, incites, or supports criminal acts or subversion of government if such participation or membership is part of a criminal investigation.

D. An Employee or their immediate family is exempt from the prohibition against a financial relationship if the financial relationship was decided by the Town Council.

E. Requests for exemption shall be submitted in writing by the Employee's department director to the Town Manager for consideration in a timely manner and the Town Manager will either approve or deny the request in writing within five (5) business days of receipt of the request.

(Ord. ____ § 1, 2025)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 6TH DAY OF OCTOBER, 2025.

PASSED 2ND READING THE 20TH DAY OF OCTOBER, 2025.

PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____

Arne Jorgenson, Mayor

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2025.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	November 3 2025	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Ordinance: Banning Human Burial Outside of Aspen Hill Cemetery	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider adding an ordinance to the Jackson Municipal Code prohibiting the burial of human remains outside the Aspen Hill Cemetery.

Requested Action.

Staff requests the Town Council consider the ordinance attached to the staff report.

Recommendations.

Staff recommend the Town Council approve the ordinance attached to the staff report.

Background.

On March 17, 2025, the Town Council reviewed various policies and practices of the Aspen Hill Cemetery. Items discussed during the March 17 Meeting included interment capacity at the Cemetery, plot purchase regulations, current policies in the resolution regulating the Cemetery, and, lastly, adding an ordinance banning human burials outside of the Aspen Hill Cemetery. Currently there's no such prohibition in the Town of Jackson.

While the first three items listed above will take more time for staff to present to the Council, the ordinance banning human burials within the Town, but outside of the Aspen Hill Cemetery, is being presented in this staff report because of the minimal work required to follow up on the Council directive.

Analysis & Key Policy Questions.

The key policy questions and analysis regarding the issue of prohibiting human burials outside of the Aspen Hill Cemetery were discussed, and resolved, [by Council on March 17](#).

Possible Alternatives.

The Council has the option to:

- 1) Modify the ordinance attached to this staff report; or
- 2) Not approve the ordinance attached to this staff report

Comprehensive Plan & Priority Alignment.

This item aligns, generally, with the Comprehensive Plan by ensuring the general welfare, health, and safety of the community and its environment.

Fiscal Impact.

Revenue: There are no revenue impacts resulting from this update of Title 12.

Expense: There are no direct expenses for this item.

Staff Impact.

The staff impact of this update of the Municipal Code was minimal.

The Legal Department spent approximately 1 hour drafting the Ordinance and this staff report.

Attachments or Links.

Ordinance D

Suggested Motion.

I move to approve Ordinance D on second reading.

ORDINANCE D

AN ORDINANCE AMENDING CHAPTER 12.12, MUNICIPAL CEMETERY, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 12.12.065, Human Interment, of Chapter 12.12, Municipal Cemetery, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming, is hereby added as follows:

12.12.065 – Human Interment.

No person shall inter the dead body of a human being within the Town, unless such interment is made in the municipal cemetery in the manner provided by this chapter, including any rules and regulations of the Town enacted in accordance with this chapter and state statute.

SECTION II.

The penalty for violating any provision of this Ordinance is up to a maximum of \$750.00 per day, per violation.

SECTION III.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION IV.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION V.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2025.

PASSED 2ND READING THE ____ DAY OF _____, 2025.

PASSED AND APPROVED THE ____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____

Arne O. Jorgensen, Mayor

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2025.

Riley Hovorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: November 3, 2025

RE: Town Manager's Report

Ballot Response for Flat Creek Watershed Improvement District

There is a current election occurring for 3 Directors to serve new 4-year terms on the Flat Creek Watershed Improvement District (FCWID). The Town of Jackson, as a corporation, is a member of the FCWID and therefore are asked to vote on these 3 Directors. Johnny Ziem, Acting Public Works Director, currently serves on the board and his term is one that is up for election, along with Trevor Cobb and Charles Redding. With approval of the Town Manager's Report, the Town Clerk will complete and submit the ballot indicating the Town of Jackson's vote for Johnny Ziem, Trevor Cobb, and Charles Redding for new four-year terms. If the Town Council would like to consider others to serve in this role, that should be discussed as part of the Town Manager's Report.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ Jackson Hole Food and Wine requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from February 1-28, 2026 to advertise their Food and Wine Festival (P25-195).
- ✓ Teton County Search & Rescue Foundation requests to hang two temporary banners, one at 105 Buffalo Way (Albertson's) & one at 200 Powderhorn Lane (Powderhorn Park) from November 4 – 15 to advertise the Wyoming Snow & Avalanche Workshop (P25-199).
- ✓ Jackson Hole Art Association requests to hang one temporary banner at 920 W Broadway Ave (Jackson Hole Conference Center) from December 5-6, 2025 to advertise their Holiday Bazaar (P25-192).

Staff recommends approval of these requests, and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.

OFFICIAL ELECTORAL BALLOT
FOR THE NOMINATION OF THREE (3) BOARD OF DIRECTOR MEMBERS
FOR THE FLAT CREEK WATERSHED IMPROVEMENT DISTRICT

Election Day: November 4, 2025

Polling Location: Teton Conservation District, 420 W. Pearl Ave., Jackson, WY

Mail-In Ballots: Mail-in ballots must be received by mail by 5:00 p.m. on November 4, 2025.

Instructions: The qualified elector shall indicate their vote by placing a cross [x] opposite their selection.

Special District Director: The election is for three Directors: all shall serve four-year terms that expire in November 2029.

VOTE FOR NOT MORE THAN THREE (3) DIRECTORS TO SERVE FOUR-YEAR TERMS:

- ☐ TREVOR COBB
- ☐ CHARLES REDDING
- ☐ JOHNNY ZIEM
- ☐ _____ (Write-in)
- ☐ _____ (Write-in)

Once you have voted:

FOLD your ballot and PLACE your ballot in the return envelope. SEAL the return envelope, then COMPLETE the affidavit portion on the back of the return envelope by filling in your address, your signature, and date. PLACE sufficient postage on the envelope and RETURN your voted ballot to: TETON CONSERVATION DISTRICT, PO BOX 1070, JACKSON, WY 83001.

To make certain your ballot is counted:

DO NOT over-vote (do not vote for more than the appropriate number of directors for each term).

DO NOT forget to sign and date the affidavit on the back of the return envelope.

DO NOT forget to put postage on the envelope.

DO NOT forget to mail your ballot in time for it to be received by Teton Conservation District by 5:00 p.m. on November 4, 2025.

You may also hand-deliver your ballot to the Teton Conservation District office located at 420 W. Pearl Ave., Jackson, Wyoming any time before 5:00 p.m. on November 4, 2025. The Conservation District office will also act as the Election Day polling site from 9:00 a.m. to 5:00 p.m. on November 4, 2025. Please contact Teton Conservation District at (307) 733-2110 or info@tetonconservation.org if you have questions.

WARNING: THE CRIMINAL LAWS REGULATING THE CONDUCT OF ELECTIONS CONTAINED IN CHAPTER 26 OF THE WYOMING ELECTION CODE OF 1973, AS AMENDED, APPLY WITH EQUAL FORCE TO ELECTIONS CONDUCTED BY MAIL. WYOMING STATUTES §22-29-116(a)(iv)